

GRAYSCALE® DECENTRALIZED FINANCE (DEFI) FUND LLC

A Cayman Islands Limited Liability Company

Managed by

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OTC MARKETS GROUP INFORMATION AND DISCLOSURE STATEMENT

Shares Representing Common Units of Fractional Undivided Beneficial Interest

No Par Value Per Share

Unlimited Shares Authorized

233,960 Shares Issued and Outstanding as of June 30, 2022

OTCQB: DEFG

Grayscale Investments, LLC (the “Manager”), on behalf of Grayscale Decentralized Finance (DeFi) Fund LLC (the “Fund”), is responsible for the content of this information and disclosure statement for the period from July 14, 2021 (the commencement of the Fund's operations) to June 30, 2022 (the “Disclosure Statement”), which has been prepared to fulfill the disclosure requirements of the OTCQX U.S. marketplace. The information contained in this Disclosure Statement has not been filed with, or approved by, the U.S. Securities and Exchange Commission (the “SEC”) or any state securities commission. Any representation to the contrary is a criminal offense.

All references to “the Fund,” “the Manager,” “the Issuer,” “Grayscale Decentralized Finance (DeFi) Fund,” “we,” “us” or “our” refers to the Fund or the Manager, as the context indicates. The Fund is a passive entity with no operations, and where the context requires, we provide disclosure with respect to the Manager, which administers the Fund.

Indicate by check mark whether the company is a shell company (as defined in Rule 405 of the Securities Act of 1933 and Rule 12b-2 of the Exchange Act of 1934).

Yes ☐ No ☒

Indicate by check mark whether the company’s shell status has changed since the previous reporting period.

Yes ☐ No ☒

Indicate by check mark whether a change in control of the company has occurred over this reporting period.

Yes ☐ No ☒

Dated as of December 8, 2022

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Cautionary Note Regarding Forward-Looking Statements

This Disclosure Statement contains “forward-looking statements” with respect to the Fund’s financial conditions, results of operations, plans, objectives, future performance and business. Statements preceded by, followed by or that include words such as “may,” “might,” “will,” “should,” “expect,” “plan,” “anticipate,” “believe,” “estimate,” “predict,” “potential” or “continue,” the negative of these terms and other similar expressions are intended to identify some of the forward-looking statements. All statements (other than statements of historical fact) included in this Disclosure Statement that address activities, events or developments that will or may occur in the future, including such matters as changes in market prices and conditions, the Fund’s operations, the Manager’s plans and references to the Fund’s future success and other similar matters are forward-looking statements. These statements are only predictions. Actual events or results may differ materially from such statements. These statements are based upon certain assumptions and analyses the Manager made based on its perception of historical trends, current conditions and expected future developments, as well as other factors appropriate in the circumstances. You should specifically consider the numerous risks outlined under “Risk Factors.” Whether or not actual results and developments will conform to the Manager’s expectations and predictions, however, is subject to a number of risks and uncertainties, including:

- the risk factors discussed in this Disclosure Statement, including the particular risks associated with new technologies such as digital assets, including Uniswap, Aave, Compound, Curve, Maker, Yearn.finance, and Amp, and blockchain technology;
- the Fund’s inability to redeem Shares;
- the inability of the Fund to meet its investment objective;
- economic conditions in the digital asset industry and market;
- general economic, market and business conditions;
- global or regional political, economic or financial conditions, events and situations;
- the use of technology by us and our vendors, including the Custodian, in conducting our business, including disruptions in our computer systems and data centers and our transition to, and quality of, new technology platforms;
- changes in laws or regulations, including those concerning taxes, made by governmental authorities or regulatory bodies;
- the costs and effect of any litigation or regulatory investigations;
- our ability to maintain a positive reputation; and
- other world economic and political developments.

Consequently, all of the forward-looking statements made in this Disclosure Statement are qualified by these cautionary statements, and there can be no assurance that the actual results or developments the Manager anticipates will be realized or, even if substantially realized, that they will result in the expected consequences to, or have the expected effects on, the Fund’s operations or the value of the Shares. Should one or more of the risks discussed under “Risk Factors” or other uncertainties materialize, or should underlying assumptions prove incorrect, actual outcomes may vary materially from those described in forward-looking statements. Forward-looking statements are made based on the Manager’s beliefs, estimates and opinions on the date the statements are made and neither the Fund nor the Manager is under a duty or undertakes an obligation to update forward-looking statements if these beliefs, estimates and opinions or other circumstances should change, other than as required by applicable laws. Moreover, neither the Fund, the Manager, nor any other person assumes

responsibility for the accuracy and completeness of any of these forward-looking statements. Investors are therefore cautioned against relying on forward-looking statements.

Glossary

In this Disclosure Statement, each of the following terms has the meaning assigned to it here:

“Aave” or “AAVE”—A type of digital asset based on an open-source cryptographic protocol existing on the Ethereum network and used on the Aave platform.

“Actual Exchange Rate”—With respect to any particular asset, at any time, the price per single unit of such asset (determined net of any associated fees) at which the Fund is able to sell such asset for U.S. dollars (or other applicable fiat currency) at such time to enable the Fund to timely pay any Additional Fund Expenses, through use of the Manager’s commercially reasonable efforts to obtain the highest such price.

“Additional Fund Expenses”—Together, any expenses incurred by the Fund that are not Manager-paid Expenses, including, but not limited to, (i) taxes and governmental charges, (ii) expenses and costs of any extraordinary services performed by the Manager (or any other service provider) on behalf of the Fund to protect the Fund or the interests of shareholders (including in connection with any Forked Assets), (iii) any indemnification expenses of the Custodian or other agents, service providers or counterparties of the Fund, (iv) the fees and expenses related to the listing, quotation or trading of the Shares on any Secondary Market (including legal, marketing and audit fees and expenses) to the extent exceeding \$600,000 in any given fiscal year and (v) extraordinary legal fees and expenses, including any legal fees and expenses incurred in connection with litigation, regulatory enforcement or investigation matters.

“Administrator Fee”—The fee payable to any administrator for services it provides to the Fund, which the Manager will pay such administrator as a Manager-paid Expense.

“AEOI Regulations”—Cayman Islands regulations have been issued to give effect to the Automatic Exchange of Information, which consists of the U.S. IGA and the CRS.

“Affirmative Action”—A decision by the Fund to acquire or abandon specific Forked Assets at any time prior to the time of a creation of Shares.

“Amp” or “AMP”—A type of digital asset based on an open-source cryptographic protocol existing on the Ethereum network and used on the Flexa payment network.

“Authorized Participant”—Certain eligible financial institutions that have entered into an agreement with the Fund and the Manager concerning the creation of Shares. Each Authorized Participant (i) is a registered broker-dealer, (ii) has entered into a Participant Agreement with the Manager and (iii) owns a digital wallet address that is known to the Custodian as belonging to the Authorized Participant or such Authorized Participant’s Liquidity Provider.

“Bancor” or “BNT”—A type of digital asset based on an open-source cryptographic protocol existing on the Ethereum network.

“Basket”—A block of 100 Shares.

“Basket Amount”—The sum of (x) the Fund Component Basket Amounts for all Fund Components, (y) the Forked Asset Portion and (z) the Cash Portion, in each case, as of such trade date.

“Bitcoin” or “BTC”—A type of digital asset based on an open-source cryptographic protocol existing on the Bitcoin network.

“Bitcoin Cash” or “BCH”—A type of digital asset based on an open-source cryptographic protocol existing on the Bitcoin Cash network.

“Blockchain” or “blockchain”—The public transaction ledger of a Digital Asset Network on which validators compete to add records of recent transactions (called “blocks”) to the chain of transactions in exchange for an award of digital assets from a Digital Asset Network and the payment of transaction fees, if any, from users whose transactions are recorded in the block being added.

“Cash Account”—Any bank account of the Fund in which the Fund holds any portion of its U.S. dollars.

“Cash Portion”—For any trade date, the amount of U.S. dollars determined by dividing (x) the amount of U.S. dollars or other fiat currency (as converted into U.S. dollars at the applicable exchange rate as of 4:00 p.m., New York time) held by the Fund at 4:00 p.m., New York time, on such trade date by (y) the number of Shares outstanding at such time (with the quotient so obtained calculated to one one-hundred-millionth), and multiplying such quotient by 100.

“CEA”—Commodity Exchange Act of 1936, as amended.

“CFTC”—The U.S. Commodity Futures Trading Commission, an independent agency with the mandate to regulate commodity futures and option markets in the United States.

“Code”—The U.S. Internal Revenue Code of 1986, as amended.

“Compound” or “COMP”—A type of digital asset based on an open-source cryptographic protocol existing on the Ethereum network.

“Covered Person”—As defined in the section “Material Contracts.”

“Creation Basket”—Basket of Shares issued by the Fund in exchange the transfer of the Total Basket Amount required for each such Creation Basket.

“Creation Time”—With respect to the creation of any Shares by the Fund, the time at which the Fund creates such Shares.

“Curve” or “CRV”—A type of digital asset based on an open-source cryptographic protocol existing on the Ethereum network and used on the Curve platform.

“Custodial Services”—The Custodian’s services that (i) allow digital assets to be deposited from a public blockchain address to the Fund’s Digital Asset Accounts and (ii) allow the Fund and the Manager to withdraw digital assets from the Fund’s Digital Asset Accounts to a public blockchain address the Fund or the Manager controls pursuant to instructions the Fund or Manager provides to the Custodian.

“Custodian”—Coinbase Custody Trust Company, LLC.

“Custodian Agreement”—The Custodial Services Agreement by and between the Fund, Manager and Custodian that governs the Fund’s and Manager’s use of the Custodial Services provided by the Custodian as a fiduciary with respect to the Fund’s assets.

“Custodian Fee”—Fee payable to the Custodian for services it provides to the Fund, which the Manager shall pay to the Custodian as a Manager-paid Expense.

“CRS”—The OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard.

“DFX”—The CoinDesk DeFi Select Index.

“DFX Methodology”—The criteria that a digital asset must meet to be eligible for inclusion in the DFX, as determined from time to time by the Index Provider.

“Digital Asset Account”—Each segregated custody account controlled and secured by the Custodian to store private keys of the Fund, which allow for the transfer of ownership or control of the Fund’s digital assets on the Fund’s behalf.

“Digital Asset Benchmark Exchange”—A digital asset benchmark exchange that represents at least 10% of the aggregate trading volume of the Digital Asset Exchange Market for the applicable digital asset during the last 30 consecutive calendar days and that to the knowledge of the Manager is in substantial compliance with the laws, rules and regulations, including any anti-money laundering and know-your-customer procedures. If there are fewer than three individual Digital Asset Benchmark Exchanges each of which represent at least 10% of the aggregate trading volume on the Digital Asset Exchange Market for the applicable digital asset during the last 30 consecutive calendar days, then the Digital Asset Benchmark Exchanges for the applicable digital asset that will serve as the basis for the Digital Asset Reference Rate calculation will be those Digital Asset Benchmark Exchanges that meet the above-described requirements.

“Digital Asset Exchange”—An electronic marketplace where exchange participants may trade, buy and sell digital assets based on bid-ask trading. The largest Digital Asset Exchanges are online and typically trade on a 24-hour basis, publishing transaction price and volume data.

“Digital Asset Exchange Market”—The global exchange market for the trading of digital assets, which consists of transactions on electronic Digital Asset Exchanges.

“Digital Asset Holdings”—The aggregate value, expressed in U.S. dollars, of the Fund’s assets, calculated using the Digital Asset Reference Rate for each Fund Component, less the U.S. dollar value of its liabilities and expenses. See “Valuation of Digital Assets and Determination of “Digital Asset Holdings” for a description of how the Fund’s Digital Asset Holdings and Digital Asset Holdings per Share are calculated. See also Management’s Discussion and Analysis — Critical Accounting Policies — Principal Market and Fair Value Determination” for a description of the Fund’s NAV, as calculated in accordance with GAAP.

“Digital Asset Holdings Fee Basis Amount”—The U.S. dollar value on which the Manager’s Fee accrues, as calculated in the manner set forth under “Valuation of Digital Assets and Determination of Digital Asset Holdings.”

“Digital Asset Market”—A “Brokered Market,” “Dealer Market,” “Principal-to-Principal Market” or “Exchange Market,” as each such term is defined in the Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) Master Glossary.

“Digital Asset Network”—The online, end-user-to-end-user network hosting a public transaction ledger, known as a Blockchain, and the source code comprising the basis for the cryptographic and algorithmic protocols governing such Digital Asset Network. See “Overview of the Digital Asset Industry and Market.”

“Digital Asset Reference Rate”—With respect to any Fund Component (and, if possible, each Forked Asset) as of any business day, the price in U.S. dollars of such Fund Component (and, if possible, each Forked Asset), as determined by reference to an Indicative Price reported by CoinDesk Indices, Inc. for such Fund Component (and, if possible, each Forked Asset) as of 4:00 p.m., New York time, on any business day.

“Disclosure Statement”—This Disclosure Statement for the period from July 14, 2021 (the commencement of the Fund's operations) to June 30, 2022.

“Distribution and Marketing Agreement”—The agreement among the Manager and the distributor and marketer, which sets forth the obligations and responsibilities of the distributor and marketer.

“DTC”—The Depository Trust Company. DTC is a limited purpose trust company organized under New York law, a member of the U.S. Federal Reserve System and a clearing agency registered with the SEC. DTC will act as the securities depository for the Shares.

“Exchange Act”—The Securities Exchange Act of 1934, as amended.

“ERC-20”—A technical standard used to create new fungible, digital assets on the Ethereum network, created as a result of Ethereum Request for Comment-20.

“Ethereum” or “ETH”—Ethereum tokens, which are a type of digital asset based on an open-source cryptographic protocol existing on the Ethereum network.

“Ethereum Classic” or “ETC”—Ether Classic tokens, which are a type of digital asset based on an open-source cryptographic protocol existing on the Ethereum Classic network.

“FDIC”—The Federal Deposit Insurance Corporation.

“FinCEN”—The Financial Crimes Enforcement Network, a bureau of the U.S. Department of the Treasury.

“FINRA”—The Financial Industry Regulatory Authority, Inc., which is the primary regulator in the United States for broker-dealers, including Authorized Participants.

“Forked Asset”—Any asset other than cash that is held by the Fund at any time other than a Fund Component, including (i) any right, arising from a fork, airdrop or similar occurrence, to acquire (or otherwise establish dominion and control over) any digital asset or other asset or right and (ii) any digital asset or other asset or right acquired by the Fund through the exercise of a right described in the preceding clause (i), in each case, until such time as the Manager designates such asset as a Fund Component.

“Forked Asset Portion”—For any Trade Date, the amount of U.S. dollars determined by dividing (x) the aggregate value in U.S. dollars of the Fund’s Forked Assets at 4:00 p.m., New York time, on such Trade Date (calculated, to the extent possible, by reference to Digital Asset Reference Rates) by (y) the number of Shares outstanding at such time (with the quotient so obtained calculated to one one-hundred-millionth), and multiplying such quotient by 100.

“FRA”—The Financial Reporting Authority of the Cayman Islands.

“Fund Accounts”—The Cash Account and the Digital Asset Accounts, collectively.

“Fund Component”—A digital asset designated as such by the Manager in accordance with the policies and procedures set forth in this Disclosure Statement.

“Fund Component Aggregate Liability Amount”—For any Fund Component and any trade date, a number of tokens of such Fund Component equal to the sum of (x) all accrued but unpaid Fund Component Fee Amounts for such Fund Component as of 4:00 p.m., New York time, on such trade date and (y) the Fund Component Expense Amount as of 4:00 p.m., New York time, on such trade date.

“Fund Component Basket Amount”—As of any trade date, the number tokens of such Fund Component required to be delivered in connection with each Creation Basket, as determined by dividing the number of tokens of such Fund Component held by the Fund at 4:00 p.m., New York time, on such trade date, after deducting the applicable Fund Component Aggregate Liability Amount, by the number of Shares outstanding at such time (the quotient so

obtained calculated to one one-hundred-millionth (*i.e.*, carried to the eighth decimal place)) and multiplying the quotient so obtained for the Fund Component by 100.

“Fund Component Expense Amount”—For any Fund Component on any trade date, (x) the product of (1) the aggregate unpaid Additional Fund Expenses as of 4:00 p.m., New York time, on such trade date and (2) the Weighting of such Fund Component for such trade date, divided by (y) the Digital Asset Reference Rate for such Fund Component as of 4:00 p.m., New York time, on such trade date.

“Fund Component Fee Amount”—For any day, the number of tokens of each Fund Component payable as the Manager’s Fee.

“Fund Construction Criteria”—The criteria that a digital asset must meet to be eligible for inclusion in the Fund’s portfolio, which, as of the date of this Disclosure Statement, consist of both size and liquidity requirements.

“Fund”—Grayscale Decentralized Finance (DeFi) Fund LLC, a Cayman Islands LLC, formed on June 10, 2021 under the LLC Act and pursuant to the LLC Agreement.

“Fund Documents”—The LLC Agreement and Custodian Agreement, collectively.

“Fund Rebalancing Period”—Any period during which the Manager reviews for rebalancing the Fund’s portfolio in accordance with the policies and procedures set forth in this Disclosure Statement.

“GAAP”—United States generally accepted accounting principles.

“Genesis”—Genesis Global Trading, Inc., a wholly owned subsidiary of Digital Currency Group, Inc., which as of June 30, 2022 was the only acting Authorized Participant. Effective October 3, 2022, Genesis is the only Liquidity Provider of the Authorized Participant.

“Governance Activities”—Using, or permitting to be used, in any manner, directly or indirectly, through an agent or otherwise (including, for the avoidance of doubt, through a delegation of rights to any third party with respect to any portion of the Fund Components, by making any portion of the Fund Components available to any third party or by entering into any similar arrangement with a third party), any portion of the Fund Components in a protocol in which token holders participate in the governance of the network. For the avoidance of doubt, “Governance” does not include the mere act of transferring units of virtual currency on a peer-to-peer virtual currency network that allows for token holders to participate in governance.

“Grayscale Securities”—Effective October 3, 2022, Grayscale Securities, LLC, a wholly owned subsidiary of the Manager, is the only acting Authorized Participant.

“ICO”—Initial coin offering.

“Index License Agreement”—The license agreement, dated as of February 1, 2022, between the Reference Rate Provider and the Manager governing the Manager’s use of data collected from the Digital Asset Exchanges trading digital assets selected by the Reference Rate Provider for calculation of the Digital Asset Reference Rates.

“Index Price”—A price for a Fund Component determined by the Reference Rate Provider by further cleansing and compiling the trade data used to determine the Indicative Price in such a manner as to algorithmically reduce the impact of anomalous or manipulative trading.

“Index Provider”—CoinDesk Indices, Inc., a Delaware corporation that designed and manages the DFX.

“Index Rebalancing Period”—Any period during which the Index Provider reviews for rebalancing the DFX in accordance with the policies and procedures set forth in this Disclosure Statement.

“Indicative Price”—A volume-weighted average price in U.S. dollars for a Fund Component as of 4:00 p.m., New York time, for the immediately preceding 60-minute period derived from data collected from Digital Asset Exchanges trading such Fund Component selected by the Reference Rate Provider.

“Investment Advisers Act”—U.S. Investment Advisers Act of 1940, as amended.

“Investment Company Act”—U.S. Investment Company Act of 1940, as amended.

“Investor”—Any investor that has entered into a subscription agreement with an Authorized Participant, pursuant to which such Authorized Participant will act as agent for the investor.

“IRS”—The U.S. Internal Revenue Service, a bureau of the U.S. Department of the Treasury.

“Litecoin” or “LTC”—Litecoin tokens, which are a type of digital asset based on an open-source cryptographic protocol existing on the Litecoin network.

“Liquidity Provider”—A service provider engaged by an Authorized Participant to source digital assets on behalf of the Authorized Participant in connection with the creation of Shares.

“LLC Agreement”—The Second Amended and Restated Limited Liability Company Agreement establishing and governing the operations of the Fund, as the same may be amended from time to time.

“LLC Act”—Limited Liability Companies Law (As Revised) of the Cayman Islands (as amended or any successor statute thereto).

“Maker” or “MKR”—A type of digital asset based on an open-source cryptographic protocol existing on the Ethereum network.

“Manager”—Grayscale Investments, LLC, or any substitute therefor as provided herein, or any successor thereto by merger or operation of law.

“Manager-paid Expenses”—The fees and expenses incurred by the Fund in the ordinary course of its affairs, excluding taxes, that the Manager is obligated to assume and pay, including: (i) the Marketing Fee, (ii) the Administrator Fee, (iii) fees for the Custodian and any other security vendor engaged by the Fund (iv) the Transfer Agent Fee, (v) the fees and expenses related to the listing, quotation or trading of the Shares on any Secondary Market (including customary legal, marketing and audit fees and expenses) in an amount up to \$600,000 in any given Fiscal Year, (vi) ordinary course legal fees and expenses, (vii) audit fees, (viii) regulatory fees, including, if applicable, any fees relating to the registration of the Shares under the Securities Act or the Exchange Act and fees relating to registration and any other regulatory requirements in the Cayman Islands, (ix) printing and mailing costs, (x) costs of maintaining the Fund’s website and (xi) applicable license fees with respect to the Fund.

“Manager’s Fee”—A fee that accrues daily in U.S. dollars at an annual rate of 2.5% of the Fund’s Digital Asset Holdings Fee Basis Amount as of 4:00 p.m., New York time, and will generally be paid in the Fund Components then held by the Fund in proportion to such Fund Components’ respective Weightings. For any day that is not a business day or in a Rebalancing Period, the Manager’s Fee will accrue in U.S. dollars at a rate of 2.5% of the most recently calculated Digital Asset Holdings Fee Basis Amount of the Fund. The Manager’s Fee is payable to the Manager monthly in arrears.

“Marketing Fee”—Fee payable to the marketer for services it provides to the Fund, which the Manager will pay to the marketer as a Manager-paid Expense.

“NAV”—The net asset value of the Fund determined on a GAAP basis.

“OTCQB”—The OTCQB tier of the OTC Markets Group Inc.

“Participant Agreement”—An agreement entered into by an Authorized Participant with the Manager that provides the procedures for the creation of Baskets and for the delivery of digital assets required for Creation Baskets.

“Pre-Creation Abandonment”—The abandonment by the Fund, irrevocably for no direct or indirect consideration, all Forked Assets to which the Fund would otherwise be entitled, effective immediately prior to a Creation Time for the Fund.

“Pre-Creation Abandonment Notice”—A notice delivered by the Manager to the Custodian, on behalf of the Fund, stating that the Fund is abandoning irrevocably for no direct or indirect consideration, effective immediately prior to each Creation Time, all Forked Assets to which it would otherwise be entitled as of such time and with respect to which the Fund has not taken any Affirmative Action at or prior to such time.

“Reference Rate Provider”—CoinDesk Indices, Inc., a Delaware corporation that publishes the Digital Asset Reference Rates. DCG is the indirect parent company of CoinDesk Indices, Inc. As a result, CoinDesk Indices, Inc. is an affiliate of the Manager and the Fund and is considered a related party of the Fund.

“Reverse Share Split”—A 1-for-10 reverse Share split of the Fund’s issued and outstanding Shares, which was effective on June 23, 2022 to shareholders of record as of the close of business on June 22, 2022.

“Rule 144”—Rule 144 under the Securities Act.

“SEC”—The U.S. Securities and Exchange Commission.

“Secondary Market”—Any marketplace or other alternative trading system, as determined by the Manager, on which the Shares may then be listed, quoted or traded, including but not limited to, the OTCQB tier of the OTC Markets Group Inc.

“Securities Act”—The Securities Act of 1933, as amended.

“Securities Exchange Act” or “Exchange Act”—The Securities Exchange Act of 1934, as amended.

“Shares”—Equal, fractional, undivided interests in the profits, losses, distributions, capital and assets of, and ownership of, the Fund with such relative rights and terms as set out in the LLC Agreement.

“SIPC”—The Securities Investor Protection Corporation.

“Staking”—Means (i) using, or permitting to be used, in any manner, directly or indirectly, through an agent or otherwise (including, for the avoidance of doubt, through a delegation of rights to any third party with respect to any portion of the Fund Property, by making any portion of the Fund Property available to any third party or by entering into any similar arrangement with a third party), any portion of the Fund Property in a proof-of-stake validation protocol and (ii) accepting any Staking Considerations. For the avoidance of doubt, “Staking” does not include the mere act of transferring units of virtual currency on a peer-to-peer virtual currency network that utilizes a proof-of-stake validation protocol.

“Staking Consideration”—Any consideration of any kind whatsoever, including, but not limited to, any staking reward paid in fiat currency or paid in kind, in exchange for using, or permitting to be used, any portion of the Fund Property as described in clause (i) of the definition of “Staking.”

“Sushiswap” or “SUSHI”—A type of digital asset based on an open-source cryptographic protocol existing on the Ethereum network.

“Synthetix” or “SNX”—A type of digital asset based on an open-source cryptographic protocol existing on the Ethereum network.

“Total Basket Amount”—The Basket Amount multiplied by the number of Baskets being created or redeemed.

“Transfer Agency and Service Agreement”—The agreement between the Manager and the Transfer Agent which sets forth the obligations and responsibilities of the Transfer Agent with respect to transfer agency services and related matters.

“Transfer Agent”—Continental Stock Transfer & Trust Company, a Delaware corporation.

“Transfer Agent Fee”—Fee payable to the Transfer Agent for services it provides to the Fund, which the Manager will pay to the Transfer Agent as a Manager-paid Expense.

“Treasury Regulations”—The regulations, including proposed or temporary regulations, promulgated under the Code.

“Universal Market Access” or “UMA”—A type of digital asset based on an open-source cryptographic protocol existing on the Ethereum network.

“Uniswap” or “UNI”—A type of digital asset based on an open-source cryptographic protocol existing on the Ethereum network.

“U.S.”—United States.

“U.S. dollar,” “USD” or “\$”—United States dollar or dollars.

“Weighting”—For any Fund Component, the percentage of the total U.S. dollar value of the aggregate Fund Components at any time that is represented by tokens of such Fund Component.

“Yearn.finance” or “YFI”—A type of digital asset based on an open-source cryptographic protocol existing on the Ethereum network.

PART A. GENERAL COMPANY INFORMATION

Item 1. The exact name of the issuer and its predecessor (if any).

The name of the Fund is Grayscale Decentralized Finance (DeFi) Fund LLC.

Item 2. The address of the issuer's principal executive offices.

The address of the Manager is: Grayscale Investments, LLC
290 Harbor Drive, 4th Floor
Stamford, Connecticut 06902

The Manager's telephone number is: (212) 668-1427

The Manager's facsimile number is: (212) 937-3645

The Manager's website: The Manager maintains a corporate website, www.grayscale.com, which contains general information about the Fund and the Manager. The reference to our website is an interactive textual reference only, and the information contained on our website shall not be deemed incorporated by reference herein.

Investor relations contact: Michael Sonnenshein
Grayscale Investments, LLC
290 Harbor Drive, 4th Floor
Stamford, Connecticut 06902
Telephone: (212) 668-1427
Facsimile: (212) 937-3645
Email: info@grayscale.com

Item 3. The jurisdiction(s) and date of the issuer's incorporation or organization.

The Fund was constituted on June 10, 2021 as a Cayman Islands limited liability company under the LLC Act. A Cayman Islands limited liability company is constituted by the filing with the Registrar of Limited Liability Companies a registration statement signed by or on behalf of any person forming the limited liability company and the payment of a registration fee. The Fund is currently active in the Cayman Islands.

PART B. SHARE STRUCTURE

Item 4. The exact title and class of securities outstanding.

The only class of securities outstanding is equal, fractional, undivided interests in the profits, losses, distributions, capital and assets of, and ownership of, the Fund with such relative rights and terms as set out in the LLC Agreement (“Shares”), which represent ownership in the Fund. The Fund’s trading symbol on the OTCQB U.S. Marketplace of the OTC Markets Group Inc. is “DEFG” and the CUSIP number for the Fund’s Shares is G4070G104.

Item 5. Par or stated value and description of the security.

A. Par or Stated Value

The Shares represent equal, fractional, undivided interests in the profits, losses, distributions, capital and assets of, and ownership of, the Fund, and have no par value.

B. Common or Preferred Stock

General

The Fund is authorized under the LLC Agreement to create and issue an unlimited number of Shares. The Fund issues Shares only in Baskets (a Basket equals a block of 100 Shares) in connection with creations. The Shares represent equal, fractional, undivided interest in and ownership of the Fund with such relative rights and terms as set out in the LLC Agreement. The Shares are quoted on OTCQB under the ticker symbol “DEFG.” On June 23, 2022, the Fund completed a 1-for-10 Reverse Share Split of the Fund’s issued and outstanding Shares. In connection with the Reverse Share Split, effective for shareholders of record on June 22, 2022, every ten issued and outstanding Shares of the Fund were converted into one Share. The number of outstanding Shares and per-Share amounts disclosed for all periods presented, throughout this Disclosure Statement, have been retroactively adjusted to reflect the effects of the Reverse Share Split.

The Shares may be purchased from the Fund on an ongoing basis, but only upon the order of Authorized Participants and only in blocks of 100 Shares, which are referred to as Baskets. The Fund creates Shares on an ongoing basis, but only in Baskets. Initially, each Share represented approximately 1.4158 UNI, 0.0190 AAVE, 0.0013 MKR, 0.0107 COMP, 0.2095 SNX, 0.0001 YFI, 0.1750 UMA, 0.3445 SUSHI, 2.3846 CRV and 0.3356 BNT. As of June 30, 2022, each Share represents approximately 1.3543 UNI, 2.2519 CRV, 126.4497 AMP, 0.0212 AAVE, 0.0013 MKR, 0.0136 COMP and 0.00005 YFI. Shareholders that are not Authorized Participants may not purchase (or, if then permitted, redeem) Shares or Baskets from the Fund. At this time, the Fund is not operating a redemption program for Shares and therefore the Shares are not redeemable by the Fund.

Description of Limited Rights

The Shares do not represent a traditional investment and should not be viewed as similar to “shares” of a corporation operating a business enterprise with management and a board of directors. A shareholder will not have the statutory rights normally associated with the ownership of shares of a corporation. Each Share is transferable, is fully paid and non-assessable and entitles the holder to vote on the limited matters upon which shareholders may vote under the LLC Agreement. For example, shareholders do not have the right to remove the Manager. The Shares do not entitle their holders to any conversion or pre-emptive rights or, except as discussed below, any redemption rights or rights to distributions.

Voting and Approvals

Under the LLC Agreement, shareholders have limited voting rights. For example, in the event that the Manager withdraws, a majority of the shareholders may elect and appoint a successor manager to carry out the affairs of the Fund. In addition, no amendments to the LLC Agreement that materially adversely affect the interests of shareholders may be made without the vote of at least a majority (over 50%) of the Shares (not including any Shares held by the Manager or its affiliates). However, the Manager may make any other amendments to the LLC Agreement in its sole discretion without shareholder consent, provided that the Manager provides 20 days' notice of any such amendment.

Distributions

Pursuant to the terms of the LLC Agreement, the Fund may make distributions on the Shares in-cash or in-kind, including in such form as is necessary or permissible for the Fund to facilitate its shareholders' access to any Forked Assets.

In addition, if the Fund is wound up, liquidated and dissolved, the Manager will distribute to the shareholders any amounts of the cash proceeds of the liquidation of the Fund's assets remaining after the satisfaction of all outstanding liabilities of the Fund and the establishment of reserves for applicable taxes, other governmental charges and contingent or future liabilities as the Manager will determine. See "Description of the LLC Agreement—Termination of the Fund." Shareholders of record on the record date fixed by the Transfer Agent for a distribution will be entitled to receive their pro rata portions of any distribution.

Forked Assets; Appointment of Agent

Pursuant to the terms of the LLC Agreement, the Fund may take any lawful action necessary or desirable in connection with its ownership of Forked Assets. These actions may include (i) selling in the Digital Asset Markets Forked Assets and distributing the cash proceeds to shareholders, (ii) distributing Forked Assets in-kind to the shareholders or to an agent acting on behalf of the shareholders for sale by such agent if an in-kind distribution would otherwise be infeasible, (iii) irrevocably abandoning Forked Assets and (iv) holding Forked Assets until the subsequent Fund Rebalancing Period, at which point the Manager may take any of the foregoing actions.

The Manager has delivered to the Custodian a Pre-Creation Abandonment Notice stating that the Fund is abandoning irrevocably for no direct or indirect consideration, effective immediately prior to each Creation Time, all Forked Assets to which it would otherwise be entitled as of such time, provided that a Pre-Creation Abandonment will not apply to any Forked Assets if (i) the Fund has taken, or is taking at such time, an Affirmative Action to acquire or abandon such Forked Assets at any time prior to such Creation Time or (ii) such Forked Assets has been subject to a previous Pre-Creation Abandonment. An Affirmative Action is a written notification from the Manager to the Custodian of the Fund's intention (i) to acquire and/or retain a Forked Asset or (ii) to abandon any Forked Assets with effect prior to the relevant Creation Time.

For Forked Assets with respect to which the Manager takes an Affirmative Action to acquire such Forked Asset, the Manager currently expects that it would (a) distribute the Forked Asset in-kind to an agent on behalf of shareholders of record on a specified record date for sale by such agent or (b) monitor the Forked Asset from the date of the relevant fork, airdrop or similar event, or the date on which the Manager becomes aware of such event, leading up to, but not necessarily until, the subsequent Fund Rebalancing Period.

In the case of option (a), the shareholders' agent would attempt to sell the Forked Asset, and if the agent is able to do so, remit the cash proceeds, net of expenses and applicable withholding taxes, to the relevant record date shareholders. The Manager may cause the Fund to appoint Grayscale Investments, LLC (acting other than in its capacity as Manager) or any of its affiliates to act as such agent. Any agent appointed to facilitate a distribution

of Forked Assets will receive an in-kind distribution of Forked Assets on behalf of the shareholders of record with respect to such distribution, and following receipt of such distribution, will determine whether and when to sell the distributed Forked Assets on behalf of the record date shareholders. There can be no assurance as to the price or prices for any Forked Asset that the agent may realize, and the value of the Forked Asset may increase or decrease after any sale by the agent.

The Manager expects that any agent so appointed would not receive any compensation in connection with its role as agent, but would be entitled to receive from the record-date shareholders, out of the distributed Forked Assets, an amount of Forked Assets with an aggregate fair market value equal to the amount of administrative and other reasonable expenses incurred by the agent in connection with its activities as agent of the record-date shareholders, including expenses incurred by the agent in connection with any post-distribution sale of such Forked Assets. Should the Manager determine to distribute Forked Assets to an agent on behalf of shareholders to facilitate the distribution of Forked Assets in-kind, the Manager currently expects to cause the Fund to appoint Grayscale Investments, LLC, acting other than in its capacity as Manager, to act in such capacity.

In the case of option (b), leading up to the subsequent Fund Rebalancing Period, if the sale of such Forked Asset is economically and technologically feasible, the Manager currently expects to cause the Fund to sell such Forked Asset and use the cash proceeds to purchase additional tokens of the Fund Components then held by the Fund in proportion to their respective Fund Weightings. If the sale of a Forked Asset is either economically or technologically infeasible at the time of the next Fund Rebalancing Period, the Manager may cause the Fund to abandon or continue holding such Forked Asset until such time as the sale is economically and technologically feasible, as determined by the Manager, in its sole discretion. In addition, the Manager may determine that a Forked Asset has a high probability of qualifying for inclusion in the Fund's portfolio once it has been trading for three months and can thus meet the liquidity requirements of the DFX Methodology. Should the Manager make such determination, the Manager may, in its discretion, cause the Fund to continue to hold the Forked Asset until such time as the Manager determines to sell or abandon the Forked Asset or to include the Forked Asset in the Fund's portfolio as a Fund Component. In the case of abandonment of Forked Assets, the Fund would not receive any direct or indirect consideration for the Forked Assets and thus the value of the Shares will not reflect the value of the Forked Assets.

Creation of Shares

The Fund creates Shares such times and for such periods as determined by the Manager, but only in one or more whole Baskets. A Basket equals 100 Shares. See "Description of Creation of Shares." The creation of a Basket requires the delivery to the Fund of the number of Fund Components represented by one Share immediately prior to such creation multiplied by 100. The Fund may from time to time halt creations for a variety of reasons, including in connection with forks, airdrops and other similar occurrences.

Redemption of the Shares

Redemptions of Shares are currently not permitted and the Fund is unable to redeem Shares. Subject to receipt of regulatory approval from the SEC, approval by the Manager in its sole discretion and registration, to the extent required, with the Cayman Islands Monetary Authority under the laws and regulations of the Cayman Islands after making such modifications to the LLC Agreement as may be necessary to effect such registration, the Fund may in the future operate a redemption program. ***Because the Fund does not believe that the SEC would, at this time, entertain an application for the waiver of rules needed in order to operate an ongoing redemption program, the Fund currently has no intention of seeking regulatory approval from the SEC to operate an ongoing redemption program.***

Even if such relief is sought, no assurance can be given as to the timing of such relief or that such relief will be granted. If such relief is granted and the Manager approves a redemption program, the Shares will be redeemable

only in accordance with the provisions of the LLC Agreement and the relevant Participant Agreement. See “Risk Factors—Risk Factors Related to the Fund and the Shares—Because of the holding period under Rule 144 and the lack of an ongoing redemption program, there is no arbitrage mechanism to keep the price of the Shares closely linked to the Digital Asset Reference Rates and the Shares may trade at a substantial premium over, or substantial discount to, the Digital Asset Holdings per Share”, “Risk Factors—Risk Factors Related to the Fund and the Shares—The Shares may trade at a price that is at, above or below the Fund’s Digital Asset Holdings per Share as a result of the non-current trading hours between OTCQB and the Digital Asset Exchange Market” and “Risk Factors—Risk Factors Related to the Fund and the Shares—The restrictions on transfer and redemption may result in losses on an investment in the Shares.”

Transfer Restrictions

Shares purchased in the private placement are restricted securities that may not be resold except in transactions exempt from registration under the Securities Act and state securities laws and any such transaction must be approved by the Manager. In determining whether to grant approval, the Manager will specifically look at whether the conditions of Rule 144 under the Securities Act and any other applicable laws have been met. Any attempt to sell Shares without the approval of the Manager in its sole discretion will be void *ab initio*. ***A minimum one year holding period will apply to all Shares purchased from the Fund.***

Because of the one-year holding period and the lack of an ongoing redemption program, Shares should not be purchased by any investor who is not willing and able to bear the risk of investment and lack of liquidity for at least one year. No assurances are given that after the one year holding period, there will be any market for the resale of Shares, or, if there is such a market, as to the price at which such Shares may be sold into such a market.

On a bi-weekly basis, the Fund aggregates the Shares that have been held for the requisite holding period under Rule 144 by non-affiliates of the Fund to assess whether the Rule 144 transfer restriction legends may be removed. Any Shares that qualify for the removal of the Rule 144 transfer restriction legends are presented to outside counsel, who may instruct the Transfer Agent to remove the transfer restriction legends from the Shares, allowing the Shares to then be resold without restriction, including on OTCQB U.S. Marketplace. The outside counsel requires that certain representations be made, providing that:

- the Shares subject to each sale have been held for more than a year by the selling shareholder;
- the shareholder is the sole beneficial owner of the Shares;
- the Manager is aware of no circumstances in which the shareholder would be considered an underwriter or engaged in the distribution of securities for the Fund;
- none of the Shares are subject to any agreement granting any pledge, lien, mortgage, hypothecation, security interest, charge, option or encumbrance;
- none of the identified selling shareholders is an affiliate of the Manager;
- the Manager consents to the transfer of the Shares; and
- outside counsel and the Transfer Agent can rely on the representations.

In addition, because the LLC Agreement prohibits the transfer or sale of Shares without the prior written consent of the Manager, the Manager must provide a written consent that explicitly states that it irrevocably consents to the transfer and resale of the Shares. Once the transfer restriction legends have been removed from a Share and the Manager has provided its written consent to the transfer of that Share, no consent of the Manager is required for future transfers of that particular Share.

Book-Entry Form

Shares are held primarily in book-entry form by the Transfer Agent. The Manager or its delegate will direct the Transfer Agent to credit the number of Creation Baskets to the applicable Authorized Participant. The Transfer Agent will issue Creation Baskets. Transfers will be made in accordance with standard securities industry practice. The Manager may cause the Fund to issue Shares in certificated form in limited circumstances in its sole discretion.

Share Splits

In its discretion, the Manager may direct the Transfer Agent to declare a split or reverse split in the number of Shares outstanding and to make a corresponding change in the number of Shares constituting a Basket. For example, if the Manager believes that the per Share price in the secondary market for Shares has risen or fallen outside a desirable trading price range, it may declare such a split or reverse split.

Item 6. The number of shares or total amount of the securities outstanding for each class of securities authorized.

As of June 30, 2022, the Fund had unlimited Shares authorized. As of June 30, 2022 there were 233,960 Shares issued and outstanding.

The following table shows the number of the Shares outstanding:

	As of June 30, 2022
	<hr/>
(i) Number of Shares authorized	Unlimited
(ii) Number of Shares outstanding⁽¹⁾	233,960
(iii) Number of Shares freely tradable⁽²⁾	0
(iv) Number of beneficial holders owning at least 100 Shares⁽³⁾	65
(v) Number of holders of record⁽³⁾	65

-
- (1) Share amounts have been retroactively adjusted to reflect the 1-for-10 Reverse Share Split of the Fund's issued and outstanding Shares completed on June 23, 2022.
- (2) Public float means the total number of unrestricted shares not held directly or indirectly by an officer, director, any person who is the beneficial owner of more than 10% of the total shares outstanding, or anyone who controls, is controlled by or is under common control with such person, or any immediate family members of officers, directors and control persons.
- (3) Includes Cede & Co. nominee for DTC for the Shares traded on OTCQB, but not its direct participants. Therefore, this number does not include the individual holders who have bought/sold Shares on OTCQB or transferred their eligible Shares to their brokerage accounts.

As of November 30, 2022, the Fund had unlimited Shares authorized. As of November 30, 2022, there were 233,960 Shares issued and outstanding.

The following table shows the number of the Shares outstanding:

	As of November 30, 2022
(i) Number of Shares authorized	Unlimited
(ii) Number of Shares outstanding⁽¹⁾	233,960
(iii) Number of Shares freely tradable⁽²⁾	105,965
(iv) Number of beneficial holders owning at least 100 Shares⁽³⁾	65
(v) Number of holders of record⁽³⁾	65

- (1) Share amounts have been retroactively adjusted to reflect the 1-for-10 Reverse Share Split of the Fund's issued and outstanding Shares completed on June 23, 2022.
- (2) Public float means the total number of unrestricted shares not held directly or indirectly by an officer, director, any person who is the beneficial owner of more than 10% of the total shares outstanding, or anyone who controls, is controlled by or is under common control with such person, or any immediate family members of officers, directors and control persons. Freely tradable Shares inclusive of holders with more than 10% of total Shares outstanding was 190,320 as of November 30, 2022.
- (3) Includes Cede & Co. nominee for DTC for the Shares traded on OTCQB, but not its direct participants. Therefore, this number does not include the individual holders who have bought/sold Shares on OTCQB or transferred their eligible Shares to their brokerage accounts.

Item 7. The name and address of the transfer agent.

The Fund's transfer agent is Continental Stock Transfer & Trust Company (the "Transfer Agent"). The Transfer Agent's address is 1 State Street, 30th Floor, New York, New York 10004, and its telephone number is (212) 509-4000. Continental Stock Transfer & Trust Company is registered under the Securities Exchange Act and is regulated by the SEC.

PART C. BUSINESS INFORMATION

Item 8. The nature of the issuer's business.

A. Business Development

Except as described below, the activities of the Fund are limited to (i) issuing Baskets in exchange for Fund Components and cash transferred to the Fund as consideration in connection with the creations, (ii) transferring or selling Fund Components and Forked Assets as necessary to cover the Manager's Fee and/or any Additional Fund Expenses, (iii) transferring Fund Components and cash in exchange for Baskets surrendered for redemption (subject to obtaining regulatory approval from the SEC and approval from the Manager), (iv) causing the Manager to sell Fund Components and Forked Assets on the termination of the Fund, (v) making distributions of Forked Assets or cash from the sale thereof and (vi) engaging in all administrative and security procedures necessary to accomplish such activities in accordance with the provisions of the LLC Agreement, the Custodian Agreement, the Index License Agreement and the Participant Agreements.

In addition, the Fund may engage in any lawful activity necessary or desirable, including in order to facilitate shareholders' access to Forked Assets, provided that such activities do not conflict with the terms of the LLC Agreement. At this time, however, the Fund does not currently engage in, nor does it intend to engage in, any Staking activities or lending activities related to the Fund Property. In the future, any value created from such activities will be included in the NAV or Digital Asset Holdings calculation, or will be used to pay the Fund's expenses.

Other than through the quarterly rebalancing described below, the Manager does not intend to actively manage the Fund portfolio in response to price changes in the Fund Components held by the Fund at any given time. Nevertheless, the Index Provider may remove a digital asset as an Index Component from the DFX outside of the scheduled Index Rebalancing Period under extraordinary circumstances. In the event the Index Provider removes an Index Component outside of the quarterly rebalancing period, the Manager expects the Fund would rebalance and the relevant digital asset would be removed as a Fund Component as soon as practical.

Although it has no current plans to do so, in the future the Fund may engage in Staking activities, Governance Activities or lending activities involving the lending of Fund Components or Fund assets in a manner consistent with the LLC Agreement.

- Staking activities include (i) using, or permitting to be used, in any manner, directly or indirectly, through an agent or otherwise (including, for the avoidance of doubt, through a delegation of rights to any third party with respect to any portion of the Fund Components, by making any portion of the Fund Components available to any third party or by entering into any similar arrangement with a third party), any portion of the Fund Components in a proof-of-stake or other type of validation protocol, (ii) accepting any Staking Consideration and (iii) holding any Other Staking Consideration accepted by the Fund pursuant to clause (ii) for not more than 30 days after the Fund's receipt thereof, pending the use of such Other Staking Consideration for payment of Additional Fund Expenses or distribution to the shareholders.
- Governance Activities include using, or permitting to be used, in any manner, directly or indirectly, through an agent or otherwise (including, for the avoidance of doubt, through a delegation of rights to any third party with respect to any portion of the Fund Components, by making any portion of the Fund Components available to any third party or by entering into any similar arrangement with a third party), any portion of the Fund Components in a protocol in which token holders participate in the governance of the network.

The mere act of transferring units of virtual currency on a peer-to-peer virtual currency network that allows for token holders to participate in governance shall not be considered to be Staking activities or Governance Activities.

Any value created from Staking activities, Governance Activities or lending activities involving the lending of Fund Components or Fund assets would be included in the NAV or Digital Asset Holdings calculation, or used to pay the Fund's expenses.

Fund Objective

Investment Objective

The Fund's investment objective is for the value of the Shares, based on Digital Asset Holdings per Share, to reflect the value of the Fund Components as determined by reference to their respective Digital Asset Reference Rates and Fund Weightings, less the Fund's expenses and other liabilities. The Fund Components consist of the digital assets that make up the DFX as rebalanced from time to time, subject to the Manager's discretion to exclude individual digital assets in certain cases. The DFX is designed and managed by the Index Provider, a subsidiary of DCG and an affiliate of the Manager, which is also a subsidiary of DCG.

There can be no assurance that the value of the Shares of the Fund will reflect the value of the Fund Components, less the Fund's expenses and other liabilities and the Shares, if traded on any Secondary Market, may trade at a substantial premium over, or substantial discount to, such value and the Fund may be unable to meet its investment objective. The value of the Shares may not reflect the value of the digital asset, less the Fund's expenses and other liabilities, for a variety of reasons, including the holding period under Rule 144 for Shares purchased in the private placement, the lack of an ongoing redemption program, any halting of creations by the Fund, price volatility of the digital asset, trading volumes on, or closures of, exchanges where digital assets trade due to fraud, failure, security breaches or otherwise, and the non-current trading hours between OTCQB and the global exchange market for trading the Fund Components. As a result, the Shares of the Fund, if traded on any Secondary Market, may trade at a substantial premium over, or a substantial discount to, the value of the Fund Components, less the Fund's expenses and other liabilities, and the Fund may be unable to meet its investment objective.

At this time, the Fund is not operating a redemption program for Shares and therefore Shares are not redeemable by the Fund. In addition, the Fund may halt creations for extended periods of time for a variety of reasons, including in connection with forks, airdrops and other similar occurrences.

As a result, Authorized Participants are not able to take advantage of arbitrage opportunities created when the market value of the Shares deviates from the value of the Fund's Digital Asset Holdings per Share, which may cause the Shares to trade at a substantial premium over, or substantial discount to, the value of the Fund's Digital Asset Holdings per Share.

Subject to receipt of regulatory approval from the SEC and approval by the Manager in its sole discretion, the Fund may in the future operate a redemption program. Because the Fund does not believe that the SEC would, at this time, entertain an application for the waiver of rules needed in order to operate an ongoing redemption program, the Fund currently has no intention of seeking regulatory approval from the SEC to operate an ongoing redemption program. Even if such relief is sought in the future, no assurance can be given as to the timing of such relief or that such relief will be granted. If such relief is granted and the Manager approves a redemption program, the Shares will be redeemable in accordance with the provisions of the LLC Agreement and the Participant Agreement. Although the Manager cannot predict with certainty what effect, if any, the operation of a redemption program would have on the value of the Shares, a redemption program would allow Authorized Participants to take advantage of arbitrage opportunities created when the market value of the Shares deviates from the value of the Fund Components, less the Fund's expenses and other liabilities, which may have the effect of reducing any

premium at which the Shares trade on OTCQB over such value or cause the Shares to trade at a discount to such value from time to time.

For a discussion of risks relating to the deviation in the value of the Shares from the Digital Asset Holdings per Share, see “Risk Factors—Risk Factors Related to the Fund and the Shares—Because of the holding period under Rule 144 and the lack of an ongoing redemption program, there is no arbitrage mechanism to keep the price of the Shares closely linked to the Digital Asset Reference Rates and the Shares may trade at a substantial premium over, or substantial discount to, the Digital Asset Holdings per Share”, “Risk Factors—Risk Factors Related to the Fund and the Shares—The Shares may trade at a price that is at, above or below the Fund’s Digital Asset Holdings per Share as a result of the non-current trading hours between OTCQB and the Digital Asset Exchange Market” and “Risk Factors—Risk Factors Related to the Fund and the Shares—The restrictions on transfer and redemption may result in losses on an investment in the Shares.”

DFX Methodology

Prior to July 5, 2022 the Index Provider followed a separate index methodology designed and managed by CoinDesk Indices, Inc. in its capacity as Index Provider (the “Old DFX Methodology”). Effective July 5, 2022 the DFX replaced the Old DFX Methodology with the DFX Methodology. The principal differences between the DFX Methodology and the Old DFX Methodology are changing the Current Constituent Criteria, instituting a minimum weight requirement, and narrowing the Selection Universe.

DeFi Cohort

The Index Components are drawn from the DeFi Cohort, which is determined based on the following criteria: (i) the digital asset must be ranked in the top 200 in the Index Provider’s DACS report, and categorized as part of the DeFi sector by the Index Provider (ii) custodian services for the digital asset must be available from Coinbase Custody, a division of Coinbase Global Inc., and must be accessible to U.S. investors, (iii) the digital asset must not be a stablecoin or categorized as a meme coin as determined by the Index Provider and (iv) the digital asset must have been listed on a Constituent Exchange for a minimum of 30 days leading up to the Index Rebalancing Period.

Decentralized finance, or “DeFi”, digital assets are those that are employed in financial services transactions such as borrowing, lending, custodying, trading, derivatives, asset management and insurance, without the intermediation of a central trusted party such as a bank, custodian, broker-dealer, securities exchange, investment adviser, clearinghouse or transfer agent.

Eligibility and Weighting

Under the DFX Methodology and subject to the below, a digital asset included in the DeFi Cohort will generally be eligible for inclusion in the DFX as an Index Component, and thus the Fund’s portfolio as a Fund Component, if it satisfies market capitalization, liquidity and data availability metrics determined by the Index Provider.

Digital assets will be included in the DFX on a market capitalization-weighted basis. For example, a digital asset with a larger market capitalization will have a higher representation in the DFX, and thus the Fund’s portfolio (unless the Manager excludes the digital asset from the Fund). Market capitalization refers to a digital asset’s market value, as determined by multiplying the number of tokens of such digital asset in circulation by the market price of a token of such digital asset. The market price per token of a Fund Component will be determined by reference to the applicable Digital Asset Reference Rate. The market capitalization of any digital assets not in the DFX, and therefore not held by the Fund, will be determined based on data that the Index Provider obtains directly from exchanges and other service providers. Because the Fund creates Shares in exchange for Fund Components on a daily basis, the market capitalization of each Fund Component is calculated, and its Weighting therefore fluctuates, daily in accordance with changes in the market price of such Fund Components. See “Valuation of Digital Assets and Determination of Digital Asset Holdings” in this Disclosure Statement.

Inclusion of New Index Components

In order for a new digital asset to qualify for inclusion in the DFX, and thus the Fund's portfolio during a Fund Rebalancing Period, it must be included in the DeFi Cohort and be among the 20 highest ranked digital assets in the DeFi Cohort by market capitalization. Such 20 digital assets are referred to as the "Selection Universe." In order for a digital asset in the Selection Universe to be included in the DeFi during an Index Rebalancing Period such digital asset must (i) have a current market capitalization that is at least 1.2 times the median current market capitalization of the Selection Universe for the Index Rebalancing Period; (ii) have a median daily value traded during the previous 30-day calendar period (the "30-day MDVT") for the Index Rebalancing Period that is at least 1.2 times the 30-day MDVT of the Selection Universe for the Index Rebalancing Period, (iii) trade on at least three Constituent Exchanges as of the first day of the Index Rebalancing Period, (iv) have been included in the Watchlist during the Index Rebalancing Period for the prior quarter, (v) the inclusion of such new digital asset will not result in the Index holding more than ten Index Components and (vi) such digital asset must have a minimum weight of 1.0% (collectively, the "Index Inclusion Criteria"). In the event that more than ten digital assets meet the Index Inclusion Criteria, the qualifying digital assets will be ranked by current market capitalizations. Those ranked below the top ten will be excluded and the remaining digital assets constitute the Index Components of the DFX.

If a digital asset in the Selection Universe does not meet the inclusion criteria described in (i) and (ii) above, but has (a) a current market capitalization that is at least 1.0 times the median current market capitalization of the DeFi Cohort for the Index Rebalancing Period and (b) a 30-day MDVT that is at least 1.0 times the 30-day MDVT of the Selection Universe for the Index Rebalancing Periods and meets the criteria described in (iii) above (collectively, the "Current Constituent Criteria"), such digital asset will be added to a list of assets to be considered for inclusion in the following calendar quarter (the "Watchlist"). A digital asset included on the Watchlist will only be included in the DFX in a future quarter if it meets all of the Index Inclusion Criteria.

The Index Provider does not currently expect to include digital assets in the DFX or on the Watchlist if they do not meet the Index Inclusion Criteria, except under extraordinary circumstances. For example, the Index Provider may include a digital asset in the DFX or the Watchlist if the Index would not otherwise include a minimum of five digital assets. In such a scenario, the Index Provider would include the next largest digital asset that meets the Current Constituent Criteria, and, if a new digital asset still does not qualify, the Index Provider would include the next largest digital assets by trailing 30-day median market capitalization until such time as the number of Index Components meets such minimum.

The respective weightings of the Index Components within the DFX are determined by the Index Provider based on market capitalization criteria. The resulting weightings of the Index Components are referred to as the "Index Weightings."

The process followed by the Index Provider to determine the DeFi Cohort, the Index Components and their respective Index Weightings is referred to as the "DFX Methodology."

On January 3, 2022, the Manager of the Fund, announced the updated Fund Component weightings for the Fund in connection with its quarterly review. Effective January 3, 2022, the Manager adjusted the Fund's portfolio by selling certain existing Fund Components in proportion to their respective weightings and using the cash proceeds to purchase AMP in accordance with the Fund's construction criteria.

Removal of Existing Index Components

The DFX, and therefore the Fund, is rebalanced on a quarterly basis according to the DFX Methodology during a period beginning 14 days before the second business day of each January, April, July, and October (each such period, an "Index Rebalancing Period"). During each Index Rebalancing Period, a digital asset will be removed as an Index Component from the DFX, and therefore removed from the Fund if also a Fund Component, if (A)

(i) it is not included in the Selection Universe, (ii) it fails to meet the Current Constituent Criteria, or (iii) such digital asset has a weight of less than 0.8% and (B) such removal would not result in the DFX holding less than five Index Components (collectively, the “Removal Criteria”). For additional information, including regarding the exclusion of Index Components from the Fund, see “—Inclusion of New Index Components” and “—Rebalancing.”

For example, if COMP was not included in the Selection Universe, failed to meet the Current Constituent Criteria described above, or had a weight in the Index of less than 0.8%, COMP would be removed from the DFX, unless its removal would result in the DFX holding less than five Index Components, in which case it would not be removed.

Outside of the quarterly Index Rebalancing Period, the Index Provider may remove a digital asset as an Index Component from the DFX under extraordinary circumstances. For example, if an Index Component is determined to be a “security” under the federal securities laws by the SEC, federal court or other U.S. government agency, or under such consideration by any U.S. government oversight agency, it would be removed from the DFX at a date determined and announced by the Index Provider. In the event the Index Provider removes an Index Component outside of the quarterly rebalancing period, the Manager expects the Fund would rebalance and the relevant digital asset would be removed as a Fund Component as soon as practical.

Effective January 3, 2022, the Fund removed BNT and UMA from the Fund’s portfolio and sold the BNT and UMA holdings to purchase additional tokens of the remaining Fund Components in proportion to their respective weightings. Refer to Exhibit 1 to this Disclosure Statement — “Note 4. Portfolio Rebalancing” for a description of the portfolio rebalancing.

Effective April 5, 2022, the Fund removed SUSHI and SNX from the Fund’s portfolio and sold the SUSHI and SNX holdings to purchase additional tokens of the remaining Fund Components in proportion to their respective weightings. Refer to Exhibit 1 to this Disclosure Statement — “Note 4. Portfolio Rebalancing” for a description of the portfolio rebalancing.

Effective July 5, 2022, the Fund removed YFI from the Fund’s portfolio and sold the YFI holdings to purchase additional tokens of the remaining Fund Components in proportion to their respective weightings. Refer to Exhibit 1 to this Disclosure Statement — “Note 11. Subsequent Events” for a description of the portfolio rebalancing.

At the inception of the Fund, the digital assets included in the Fund’s portfolio as Fund Components were: UNI, AAVE, COMP, CRV, MKR, SUSHI, SNX, YFI, UMA and BNT.

As of the date of this Disclosure Statement, the digital assets included in the Fund’s portfolio as Fund Components are: UNI, CRV, AAVE, MKR, and COMP, and Digital Asset Reference Rate for each Fund Component is an Indicative Price.

Index Components Compared to Fund Components

The Fund Components consist of the Index Components except when the Manager determines to exclude a particular Index Component in view of one or more of the following criteria (the “Exclusion Criteria”), as determined in the sole discretion of the Manager:

- none or few of the Authorized Participants or service providers has the ability to trade or otherwise support the digital asset;
- the Manager believes, based on current guidance, that use or trading of the digital asset raises or potentially raises significant governmental, policy or regulatory concerns or is subject or likely subject to a specialized regulatory regime, such as the U.S. federal securities or commodities laws or similar laws in other significant jurisdictions;

- the digital asset’s underlying code contains, or may contain, significant flaws or vulnerabilities;
- there is limited or no reliable information regarding, or concerns over the intentions of, the core developers of the digital asset; or
- for any other reason, in each case as determined by the Manager in its sole discretion.

As part of determining whether use or trading of a digital asset raises or potentially raises significant governmental, policy or regulatory concerns or is subject or likely subject to a specialized regulatory regime, the Manager considers whether a particular digital asset that is included or eligible for inclusion in the Fund is a security for purposes of the federal securities laws. The Manager does this taking into account a number of factors, including the various definitions of “security” under the federal securities laws and federal court decisions interpreting elements of these definitions, such as the U.S. Supreme Court’s decisions in the *Howey* and *Reves* cases, as well as reports, orders, press releases, public statements and speeches by the SEC and its staff providing guidance on when a digital asset may be a security for purposes of the federal securities laws. The Manager also considers, solely as one input, the analytical framework, which has been adopted by the Crypto Rating Council, an organization of which the Manager is a founding member. Finally, the Manager discusses the security status of each digital asset included in the Fund with its external securities lawyers or, in some cases, counsel associated with the asset, and may request them to document their analysis in writing. Through this process the Manager believes that it is applying the proper legal standards in determining whether a particular digital asset is a security in light of the uncertainties inherent in the *Howey* and *Reves* tests, as opposed to a purely probabilistic or “risk based” standard. However, because of these uncertainties, the Manager acknowledges that a particular digital asset included in the Fund may in the future be found by the SEC or a federal court to be a security notwithstanding the Manager’s prior conclusion; and the Manager’s prior conclusion, even if reasonable under the circumstances, would not preclude legal or regulatory action based on the presence of a security. The Manager does not intend to permit the Fund to hold any digital asset that the Manager determines is a security under the federal securities laws, whether that determination is initially made by the Manager itself, or because the SEC or a federal court subsequently makes that determination. Because the legal tests for determining whether a digital asset is or is not a security often leave room for interpretation, when the Manager believes there to be good faith grounds to conclude that a particular digital asset is not a security, the Manager does not intend to exclude that digital asset from the Fund strictly on the basis that it could at some future point be determined to be a security.

The Fund Weightings are generally expected to be the same as the Index Weightings except when one or more digital assets have been excluded from the Fund Components based on the Exclusion Criteria, in which case the Fund Weightings are generally expected to be calculated proportionally to the respective Index Weightings for the remaining Index Components. As of June 30, 2022, the Fund Components were the same as the Index Components and the Fund Weightings were substantially the same as the Index Weightings.

The Manager may decide, in its sole discretion, to include or exclude a digital asset if the Manager determines that such digital asset is or is not suitable for inclusion in the Fund’s portfolio, irrespective of such digital asset’s inclusion in the DFX. In addition, the Manager may exclude a digital asset or rebalance the Fund Weighting of an existing Fund Component to the extent its inclusion as a Fund Component or projected Fund Weighting would exceed a threshold that could, in the Manager’s sole discretion, require the Fund to register as an investment company under the Investment Company Act or require the Manager to register as an investment adviser under the Investment Advisers Act.

On July 5, 2022, the Index Provider rebalanced the DFX pursuant to the DFX Methodology. On July 21, 2022, the SEC filed insider trading charges against a former employee of Coinbase Global, Inc. and two other individuals. In the complaint, the SEC alleged that a digital asset known as AMP is a security under the U.S. federal securities laws. On July 22, 2022, the Index Provider announced that effective July 25, 2022, as a result of these developments, AMP would be removed from the DFX and the weight of AMP in the DFX would be redistributed proportionally to the remaining Index Components, pursuant to the DFX Methodology. In

connection with the removal of AMP from the DFX, the Fund removed AMP from the Fund's portfolio and sold the AMP holdings to purchase additional tokens of the remaining Fund Components in proportion to their respective weightings. Following the removal of AMP on July 25, 2022, the Fund Components consisted of UNI, AAVE, MKR, CRV, and COMP, weighted as follows:

<u>Index Component</u>	<u>Index Weighting</u>
UNI	63.37%
AAVE	13.82%
MKR	10.67%
CRV	7.77%
COMP	4.37%

Illustrative Example

For the purposes of illustration, the digital assets that qualified for inclusion in the DFX based on market capitalization were Uniswap (UNI), 1inch (1INCH) and Universal Market Access (UMA). The digital assets that qualified for inclusion based on liquidity were Uniswap (UNI), 1inch (1INCH) and Ren (REN). The digital assets that qualified for inclusion based on eligible exchanges were Uniswap (UNI) and Ren (REN). Uniswap (UNI) was the only asset to pass the market capitalization, liquidity, and eligible exchange thresholds.

While Uniswap (UNI) met the Index Inclusion Criteria, the Manager then sought to determine whether any of the aforementioned bases for exclusion applied:

- i. *none or few of the Authorized Participants or Service Providers has the ability to trade or otherwise support the digital asset:* Because the Authorized Participant had the ability to trade Uniswap (UNI) during this Fund Rebalancing Period, it satisfied this criterion.
- ii. *the Manager believes that, based on current guidance, use or trading of the digital asset raises or potentially raises significant governmental, policy or regulatory concerns or is subject or likely subject to a specialized regulatory regime, such as the U.S. federal securities or commodities laws or similar laws in other significant jurisdictions:* Uniswap (UNI) raised no such concern and therefore satisfied this criterion.
- iii. *the underlying code contains, or may contain, significant flaws or vulnerabilities:* Uniswap (UNI) raised no such concern and therefore satisfied this criterion.
- iv. *there is limited or no reliable information regarding, or concerns over the intentions of, the core developers of the digital asset:* Uniswap (UNI) raised no such concern and therefore satisfied this criterion.
- v. *for any other reason, in each case as determined by the Manager in its sole discretion:* The Manager had no such reason and therefore, this Uniswap (UNI) satisfied this criterion.

Following this analysis, it was determined that Uniswap (UNI) should be included as a Fund Component.

Forked Assets

The Fund may from time to time hold positions in Forked Assets as a result of a fork, airdrop or similar event. Pursuant to the terms of the LLC Agreement, the Fund may take any lawful action necessary or desirable in connection with its ownership of Forked Assets. These actions may include (i) selling Forked Assets in the Digital

Asset Markets and distributing the cash proceeds to shareholders, (ii) distributing Forked Assets in-kind to the shareholders or to an agent acting on behalf of the shareholders for sale by such agent if an in-kind distribution would otherwise be infeasible, (iii) irrevocably abandoning Forked Assets and (iv) holding Forked Assets until the subsequent Fund Rebalancing Period, at which point the Manager may take any of the foregoing actions. The Fund may also use Forked Assets to pay the Manager's Fee and Additional Fund Expenses, if any, as discussed below under "—Fund Expenses."

The Manager has delivered to the Custodian the Pre-Creation Abandonment Notice stating that the Fund is abandoning irrevocably for no direct or indirect consideration, effective immediately prior to each Creation Time, all Forked Assets to which it would otherwise be entitled as of such time, provided that a Pre-Creation Abandonment will not apply to any Forked Assets if (i) the Fund has taken, or is taking at such time, an Affirmative Action to acquire or abandon such Forked Assets at any time prior to such Creation Time or (ii) such Forked Assets has been subject to a previous Pre-Creation Abandonment. An Affirmative Action is a written notification from the Manager to the Custodian of the Fund's intention (i) to acquire and/or retain any Forked Assets or (ii) to abandon any Forked Assets with effect prior to the relevant Creation Time.

In determining whether to take an Affirmative Action to acquire and/or retain a Forked Asset, the Fund takes into consideration a number of factors, including:

- the Custodian's agreement to provide access to the Forked Asset;
- the availability of a safe and practical way to custody the Forked Asset;
- the costs of taking possession and/or maintaining ownership of the Forked Asset and whether such costs exceed the benefits of owning such Forked Asset;
- whether there are any legal restrictions on, or tax implications with respect to, the ownership, sale or disposition of the Forked Asset, regardless of whether there is a safe and practical way to custody and secure such Forked Asset;
- the existence of a suitable market into which the Forked Asset may be sold; and
- whether the Forked Asset is, or may be, a security under federal securities laws.

Prior to making any decision to retain a Forked Asset in the Fund, the Manager would analyze whether that asset should be deemed a security under the federal securities laws using the same process described under "DFX Methodology—Inclusion of New Fund Components."

For Forked Assets with respect to which the Manager takes an Affirmative Action to acquire such Forked Asset, the Manager currently expects that it would (a) distribute the Forked Asset in-kind to an agent on behalf of shareholders of record on a specified record date for sale by such agent or (b) monitor the Forked Asset from the date of the relevant fork, airdrop or similar event, or the date on which the Manager becomes aware of such event, leading up to, but not necessarily until, the subsequent Fund Rebalancing Period. In the case of option (a), the shareholders' agent would attempt to sell the Forked Asset, and if the agent is able to do so, remit the cash proceeds, net of expenses and any applicable withholding taxes, to the relevant record date shareholders. There can be no assurance as to the price or prices for any Forked Asset that the agent may realize, and the value of the Forked Asset may increase or decrease after any sale by the agent. See "Description of the Shares—Forked Assets."

In the case of option (b), leading up to the subsequent Fund Rebalancing Period, if the sale of such Forked Asset is economically and technologically feasible, the Manager currently expects to cause the Fund to sell such Forked Asset and use the cash proceeds to purchase additional tokens of the Fund Components then held by the Fund in proportion to their respective Fund Weightings. If the sale of a Forked Asset is either economically or technologically infeasible at the time of the next Fund Rebalancing Period, the Manager may cause the Fund to

abandon or continue holding such Forked Asset until such time as the sale is economically and technologically feasible, as determined by the Manager, in its sole discretion. In addition, the Manager may determine that a Forked Asset has a high probability of qualifying for inclusion in the Fund's portfolio once it has been trading for three months and can thus meet the liquidity requirements of the DFX Methodology. Should the Manager make such determination, the Manager may, in its discretion, cause the Fund to continue to hold the Forked Asset until such time as the Manager determines to sell or abandon the Forked Asset or to include the Forked Asset in the Fund's portfolio as a Fund Component. In the case of abandonment of Forked Assets, the Fund would not receive any direct or indirect consideration for the Forked Assets and thus the value of the Shares will not reflect the value of the Forked Assets.

As a result of the Pre-Creation Abandonment Notice, the Fund has irrevocably abandoned, prior to the Creation Time of any Shares, any Forked Asset that it may have had a right to receive. The Fund has no right to receive any Forked Asset abandoned pursuant to either the Pre-Creation Abandonment Notice or an Affirmative Action. Furthermore, the Custodian has no authority, pursuant to the Custodian Agreement or otherwise, to exercise, obtain or hold, as the case may be, any such abandoned Forked Asset on behalf of the Fund or to transfer any such abandoned Forked Asset to the Fund if the Fund terminates its custodial agreement with the Custodian.

The Manager intends to evaluate each fork, airdrop or similar event on a case-by-case basis in consultation with the Fund's legal advisers, tax consultants and the Custodian, and may, in its sole discretion, determine that a different course of action with respect to such event is in the best interests of the Fund.

Fiat Currencies

The Fund may also hold cash in U.S. dollars from time to time due to sales of digital assets during a Rebalancing Period, sales of Forked Assets following a fork, airdrop or similar event or contributions of cash to the Fund, as described in more detail under "Description of the Fund—Creation and Redemption of Shares." The Manager does not currently expect to hold cash for a period of more than 90 days and intends to use any cash held by the Fund to purchase additional tokens of the Fund Components then held by the Fund in proportion to their respective Weightings during the next Rebalancing Period. The foregoing notwithstanding, the Manager may, in its sole discretion, decide to cause the Fund to hold cash for longer than 90 days and to use any cash it holds for any other lawful purpose.

Rebalancing

The Index Provider reviews the DFX for rebalancing according to the DFX Methodology quarterly during a period beginning 14 days before the second business day of each of January, April, July, and October (each such period, an "Index Rebalancing Period"). At the start of each Index Rebalancing Period, the Index Provider applies the DFX Methodology to determine any changes to the Index Components and, at 4:00 p.m. New York time on the second business day of January, April, July and October (the "Index Implementation Date"), implements the DFX Methodology to determine the Index Weightings, after which the Manager rebalances the Fund's portfolio accordingly, subject to application of the Exclusion Criteria. In order to rebalance the Fund's portfolio, the Manager will (i) determine whether any Fund Components have been removed from the DFX and should therefore be removed as Fund Components, (ii) determine whether any new digital assets have been added to the DFX and should therefore be included as Fund Components, (iii) determine how much cash and Forked Assets the Fund holds. If a Fund Component is no longer included in the DFX, the Manager will adjust the Fund's portfolio by selling such Fund Component in the Digital Asset Markets and using the cash proceeds to purchase additional tokens of the remaining Fund Components and, if applicable, any new Fund Component in proportion to their respective Weightings. If a digital asset not then included in the Fund's portfolio is newly eligible for inclusion in the Fund's portfolio because it was added to the DFX and not excluded through the Exclusion Criteria, the Manager will adjust the Fund's portfolio by selling tokens of the then-current Fund Components in the Digital Asset Markets in proportion to their respective Weightings and using the cash proceeds to purchase tokens of the newly eligible digital assets.

The Manager will rebalance the Fund’s portfolio quarterly during a period beginning on each Index Implementation Date (each such period, a “Fund Rebalancing Period”). The Manager expects each Fund Rebalancing Period to last between one and five business days.

The Manager will post on its website the new Fund Components and their respective Weightings at the end of each Fund Rebalancing Period based on the assessment described above. During each Fund Rebalancing Period, the Manager will halt creations (and if redemptions are then permitted, redemptions) of Shares. If a Fund Rebalancing Period ends prior to 4:00 p.m., New York time, on a business day, the Manager will cause the Fund to resume creations on such business day and the Fund will create Shares in exchange for contributions of the then-current Fund Components in proportion to their respective Weightings as of the end of such Fund Rebalancing Period, as determined as of 4:00 p.m., New York time, on such business day in the manner set forth under “Description of the Shares—Creation of Shares” in this Disclosure Statement. If a Fund Rebalancing Period ends after 4:00 p.m., New York time, on a business day, the Manager will cause the Fund to resume creations on the following business day.

There are two factors that drive changes in the market capitalization weighting of a Fund Component: (i) increases and decreases in the market price of a Fund Component, which occur daily as prices fluctuate in the digital asset market, and (ii) increases or decreases in the circulating supply of the Fund Component, which occur gradually over extended periods of time for a number of reasons, including in connection with mining or staking activity. Since the daily fluctuation in the market price of each Fund Component is the predominant driver of its market capitalization weighting, the Weighting of each Fund Component will generally dynamically adjust with the market, even without adjustments to such Fund Component’s Weighting, to account for gradual changes in supply. Therefore, the Manager does not expect the Index Provider to cause the DFX to remove or add tokens of any Index Component during an Index Rebalancing Period, and accordingly the Manager generally does not expect the Fund to sell or purchase tokens of any Fund Component during a Fund Rebalancing Period other than in the event that (i) a Fund Component is eligible for removal, (ii) a new digital asset is eligible for inclusion, or (iii) the Fund holds cash either from contributions in connection with the creation of Baskets or as a result of the sale of any Forked Assets. However, should the Manager determine that the Weighting of a Fund Component does not accurately reflect its market capitalization due to, among other reasons, material increases or decreases in the circulating supply of such Fund Component that have not been accounted for over the course of prior Fund Rebalancing Periods, the Manager may cause the Fund to purchase or sell additional tokens of such Fund Component during a Fund Rebalancing Period to adjust such Fund Component’s Weighting.

During any Fund Rebalancing Period, the Manager will also (i) decide whether to cause the Fund to sell or hold any Forked Assets then held by the Fund and (ii) generally cause the Fund to use the cash proceeds from the sale of any Forked Assets and any cash contributed to the Fund as the Forked Asset Portion or the Cash Portion to purchase additional tokens of all Fund Components then held by the Fund in proportion to their respective Weightings as determined during such Fund Rebalancing Period.

Other than through the quarterly rebalancing described above, the Manager does not intend to actively manage the Fund portfolio in response to price changes in the Fund Components held by the Fund at any given time. Nevertheless, the Index Provider may remove a digital asset as an Index Component from the DFX outside of the scheduled Index Rebalancing Period under extraordinary circumstances. In the event the Index Provider removes an Index Component outside of the quarterly rebalancing period, the Manager expects the Fund would rebalance and the relevant digital asset would be removed as a Fund Component as soon as practical.

Hypothetical Rebalancing Example

The following table illustrates the impact of the inclusion of a new digital asset in the Fund’s portfolio during a Fund Rebalancing Period. The table makes a number of assumptions, including that: (i) prior to the Rebalancing Period, the Fund held two Fund Components, each with a weight of 50% of the Fund’s portfolio, (ii) the tokens for each Fund Component have the same value in U.S. dollars, (iii) the price of each Fund Component remains

constant throughout the Fund Rebalancing Period, (iv) one digital asset is added to the Fund's portfolio during the Fund Rebalancing Period and (v) following the Fund Rebalancing Period, each Fund Component has an equal weight in the Fund's portfolio.

	Pre- Rebalancing Period	Post- Rebalancing Period
<i>Fund Component 1</i>		
Hypothetical average price per Fund Component 1 held by the Fund	\$ 10.00	\$ 10.00
Hypothetical average weight of Fund Component 1 in the Fund	50.00%	33.33%
Hypothetical number of units of Fund Component 1 in the Fund	5.00	3.33
Hypothetical contribution of Fund Component 1 to Digital Asset Holdings per Share (before fees)	\$ 50.00	\$ 33.33
Hypothetical units of Fund Component 1 bought (sold) during Rebalancing Period	-	(1.67)
<i>Fund Component 2</i>		
Hypothetical average price per Fund Component 2 held by the Fund	\$ 10.00	\$ 10.00
Hypothetical average weight of Fund Component 2 in the Fund	50.00%	33.33%
Hypothetical number of units of Fund Component 2 in the Fund	5.00	3.33
Hypothetical contribution of Fund Component 2 to Digital Asset Holdings per Share (before fees)	\$ 50.00	\$ 33.33
Hypothetical units of Fund Component 2 bought (sold) during Rebalancing Period	-	(1.67)
<i>Fund Component 3</i>		
Hypothetical average price per Fund Component 3 held by the Fund	-	\$ 10.00
Hypothetical average weight of Fund Component 3 in the Fund	-	33.33%
Hypothetical number of units of Fund Component 3 in the Fund	-	3.33
Hypothetical contribution of Fund Component 3 to Digital Asset Holdings per Share (before fees)	-	\$ 33.33
Hypothetical units of Fund Component 3 bought (sold) during Rebalancing Period	-	3.33
<i>Hypothetical Digital Asset Holdings per Share (before fees)</i>	\$ 100.00	\$ 100.0

Characteristics of the Shares

The Shares are intended to offer investors an opportunity to participate in Digital Asset Markets through an investment in securities. As of June 30, 2022, each Share represents approximately 1.3543 UNI, 2.2519 CRV, 126.4497 AMP, 0.0212 AAVE, 0.0013 MKR, 0.0136 COMP, and 0.00005 YFI. The logistics of accepting, transferring and safekeeping of digital assets are dealt with by the Manager and the Custodian, and the related expenses are built into the price of the Shares. Therefore, shareholders do not have additional tasks or costs over and above those generally associated with investing in any other privately placed security.

The Shares have certain other key characteristics, including the following:

- *Easily Accessible and Relatively Cost Efficient.* Investors in the Shares can also directly access the Digital Asset Markets. The Manager believes that investors will be able to more effectively implement strategic and tactical asset allocation strategies that use digital assets by using the Shares instead of directly purchasing and holding digital assets, and for many investors, transaction costs related to the

Shares will be lower than those associated with the direct purchase, storage and safekeeping of digital assets.

- *Market Traded and Transparent.* The Shares are quoted on OTCQB. Shareholders that purchased Shares directly from the Fund and have held them for the requisite holding period under Rule 144 may sell their Shares on OTCQB upon receiving approval from the Manager. Investors may also choose to purchase Shares on OTCQB. Shares purchased on OTCQB are not restricted. The Manager believes the quotation of the Shares on OTCQB provides investors with an efficient means to implement various investment strategies. The Fund will not hold or employ any derivative securities. Furthermore, the value of the Fund's assets will be reported each day on <https://grayscale.com/products/grayscale-decentralized-finance-fund/>.
- *Minimal Credit Risk.* The Shares represent an interest in actual digital assets owned by the Fund. The Fund's digital assets are not subject to borrowing arrangements with third parties or to counterparty or credit risks. This contrasts with the other financial products such as CoinShares exchange-traded notes, TeraExchange swaps and futures traded on the Chicago Mercantile Exchange ("CME") and the Intercontinental Exchange ("ICE") through which investors gain exposure to digital assets through the use of derivatives that are subject to counterparty and credit risks.
- *Safekeeping System.* The Custodian has been appointed to control and secure the digital assets for the Fund using offline storage, or "cold storage", mechanisms to secure the Fund's private key "shards". The hardware, software, administration and continued technological development that are used by the Custodian may not be available or cost-effective for many investors.

The Fund differentiates itself from competing digital asset financial vehicles, to the extent that such digital asset financial vehicles may develop, in the following ways:

- *Custodian.* The Custodian that holds the private key shards associated with the Fund's digital assets is Coinbase Custody Trust Company, LLC. Other digital asset financial vehicles that use cold storage may not use a custodian to hold their private keys.
- *Cold Storage of Private Keys.* The private key shards associated with the Fund's digital assets are kept in cold storage, which means that the Fund's digital assets are disconnected and/or deleted entirely from the internet. See "Custody of the Fund's Digital Assets" for more information relating to the storage and retrieval of the Fund's private keys to and from cold storage. Other digital asset financial vehicles may not utilize cold storage or may utilize less effective cold storage-related hardware and security protocols.
- *Location of Private Vaults.* Private key shards associated with the Fund's digital assets are distributed geographically by the Custodian in secure vaults around the world, including in the United States. The locations of the secure vaults may change regularly and are kept confidential by the Custodian for security purposes.
- *Enhanced Security.* Transfers from the Fund's Digital Asset Account require certain security procedures, including but not limited to, multiple encrypted private key shards, usernames, passwords and 2-step verification. Multiple private key shards held by the Custodian must be combined to reconstitute the private key to sign any transaction in order to transfer the Fund's digital assets. Private key shards are distributed geographically in secure vaults around the world, including in the United States. As a result, if any one secure vault is ever compromised, this event will have no impact on the ability of the Fund to access its assets, other than a possible delay in operations, while one or more of the other secure vaults is used instead. These security procedures are intended to remove single points of failure in the protection of the Fund's digital assets.

- *Custodian Audits.* The Custodian has agreed to allow the Fund and the Manager to take any necessary steps to verify that satisfactory internal control system and procedures are in place, and to visit and inspect the systems on which the Custodian's coins are held.
- *Directly Held Digital Assets.* The Fund directly owns actual digital assets held through the Custodian. The direct ownership of digital assets is not subject to counterparty or credit risks. This may differ from other digital asset financial vehicles that provide digital assets exposure through other means, such as the use of financial or derivative instruments.
- *Manager's Fee.* The Manager's Fee is a competitive factor that may influence the value of the Shares.

Secondary Market Trading

While the Fund's investment objective is for the value of Shares (based on Digital Asset Holdings per Share) to reflect the value of the Fund Components held by the Fund as determined by reference to the Digital Asset Reference Rates and weightings within the Fund, less the Fund's expenses and other liabilities, the Shares may trade in the Secondary Market on the OTCQB (or on another Secondary Market in the future) at prices that are lower or higher than the Digital Asset Holdings per Share or NAV per Share. The amount of the discount or premium in the trading price relative to the Digital Asset Holdings per Share may be influenced by non-concurrent trading hours and liquidity between OTCQB and larger Digital Asset Exchanges. While the Shares are listed and trade on the OTCQB from 6:00 a.m. until 5:00 p.m., New York time, liquidity in the Digital Asset Markets may fluctuate depending upon the volume and availability of larger Digital Asset Exchanges. As a result, during periods in which Digital Asset Market liquidity is limited or a major Digital Asset Exchange is off-line, trading spreads, and the resulting premium or discount, on the Shares may widen.

1. The form of organization of the issuer.

The Fund is a Cayman Islands limited liability company.

2. The year that the issuer (or any predecessor) was organized.

The Fund was constituted on June 10, 2021 as a Cayman Islands limited liability company under the LLC Act. A Cayman Islands limited liability company is constituted by the filing with the Registrar of Limited Liability Companies a registration statement signed by or on behalf of any person forming the limited liability company and the payment of a registration fee.

3. The issuer's fiscal year end date.

The Fund's fiscal year end date is June 30.

4. Whether the issuer (or any predecessor) has been in bankruptcy, receivership or any similar proceeding.

The Fund has not been in, and is not in the process of, any bankruptcy, receivership or any similar proceeding since its inception.

5. Any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets.

The Fund has not undergone any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets since its inception.

6. Any default of the terms of any note, loan, lease, or other indebtedness or financing arrangement requiring the issuer to make payments.

The Fund has not experienced any default of the terms of any note, loan, lease, or other indebtedness or financing arrangement requiring the Fund to make payments since its inception.

7. Any change of control.

The Fund has not experienced any change of control since its inception.

8. Any increase of 10% or more of the same class of outstanding equity securities.

The Fund has only one class of outstanding equity securities. The Fund has experienced increases of more than 10% of the Shares since inception of the Fund (June 10, 2021). The Fund is a limited liability company that has no limit on the number of Shares that can be issued. The Fund publishes the total number of Shares outstanding as of the end of each month on the Manager's website at www.grayscale.com.

9. Any past, pending or anticipated stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization.

On June 23, 2022, the Fund completed a 1-for-10 Reverse Share Split of the Fund's issued and outstanding shares. In connection with the Reverse Share Split, effective for shareholders of record on June 22, 2022, every ten issued and outstanding Shares of the Fund were converted into one Share. The number of outstanding Shares and per-Share amounts disclosed for all periods presented, throughout this Disclosure Statement, have been retroactively adjusted to reflect the effects of the Reverse Share Split.

10. Any delisting of the issuer's securities by any securities exchange or deletion from the OTC Bulletin Board.

There has not been any delisting of the Shares by any securities exchange or deletion from the OTC Bulletin Board.

11. Any current, past, pending or threatened legal proceedings or administrative actions either by or against the issuer that could have a material effect on the issuer's business, financial condition, or operations and any current, past or pending trading suspensions by a securities regulator. State the names of the principal parties, the nature and current status of the matters, and the amounts involved.

There are no current, past, pending or, to the Manager's knowledge, threatened legal proceedings or administrative actions either by or against the Fund or the Manager that could have a material effect on the Fund's or the Manager's business, financial condition, or operations and any current, past or pending trading suspensions by a securities regulator.

B. Business of Issuer.

OVERVIEW OF THE DIGITAL ASSET INDUSTRY AND MARKET

Digital assets are created and transmitted through the operations of peer-to-peer Digital Asset Networks, which are decentralized networks of computers that operate on cryptographic protocols. No single entity owns or operates any Digital Asset Network, the infrastructure of which is collectively maintained by a decentralized user base. Digital asset networks allow people to exchange tokens of value, which are recorded on public transaction ledgers known as a blockchain.

Digital asset networks are decentralized and do not require governmental authorities or financial institution intermediaries to create, transmit or determine the value of their tokens. Rather, such digital assets are created and allocated by the Digital Asset Network's protocol, for example through a "mining," "staking" or other validating process. Most commonly, new digital assets are created and awarded to the miners, stakers or validators of a block in the digital asset's blockchain for verifying transactions. In other instances, all of the Digital Asset Network's tokens are created upon the Digital Asset Network's launch and may be used to pay transaction fees to validators. See "Market Participants—Miners and Validators" for more detail. A digital asset's blockchain is effectively a decentralized database that includes all blocks that have been mined by miners, stakers or validators and it is updated to include new blocks as they are mined. Each digital asset transaction is broadcast to the Digital Asset Network and, when included in a block, recorded in the digital asset blockchain. As each new block records outstanding digital asset transactions, and outstanding transactions are settled and validated through such recording, the digital asset blockchain represents a complete, transparent and unbroken history of all transactions of the Digital Asset Network.

The value of a digital asset is determined by the supply of and demand for such digital asset on Digital Asset Exchanges or in private end-user-to-end-user transactions. Digital assets can be used to pay for goods and services or can be converted to fiat currencies, such as the U.S. dollar, at rates determined on Digital Asset Exchanges or in individual end-user-to-end-user transactions under a barter system. Additionally, digital assets can be used to pay for transaction fees to miners, stakers or validators for verifying transactions on the Digital Asset Network. Digital asset networks can also be used for more complex purposes. For example, the Ethereum network allow users to run smart contracts, which are general purpose code that autonomously executes on every computer on the relevant network and can instruct the transmission of information and value to facilitate, verify and enforce the negotiation and performance of contracts.

Composition of the Digital Asset Market

As of June 30, 2022, there were over 20,000 digital assets tracked by CoinMarketCap.com, one of the most widely used price aggregators for digital assets. The DFX, and therefore the Fund, uses information that the Index Provider obtains directly from exchanges and other service providers for purposes of assessing the total market capitalization of each Fund Component.

Market capitalization of a digital asset is calculated by multiplying the existing reference price of the digital asset by the current circulating supply.

The first digital asset possessing the properties described above (e.g., decentralization) to gain mass adoption was Bitcoin. Bitcoin is currently the largest digital asset with a market capitalization of \$377.5 billion as of June 30, 2022 and is widely considered the most prominent digital asset.

While Bitcoin possesses the "first-to-market" advantage and has captured the significant portion of the industry's market share, Bitcoin is not the only type of digital asset founded on cryptography; Ethereum, Bitcoin Cash and Litecoin are just a few examples of Bitcoin alternatives. These and other digital assets may offer certain variations or enhancements of blockchain technology that enable them to serve purposes beyond acting as a means of payment.

For example, Zcash (ZEC), Monero, Dash and Horizen (ZEN) are examples of digital assets whose primary differentiating attributes revolve around enhanced levels of confidentiality and privacy as compared to Bitcoin. On the other hand, Ethereum and Ethereum Classic's distinguishing characteristic is that they allow users to program smart contracts that can run on their networks. A smart contract is general-purpose code that executes on the network and can instruct the transmission of information and value based on a sophisticated set of logical conditions. The use of smart contracts on the Ethereum and Ethereum Classic networks, for example, is one of a

number of projects intended to expand the application of blockchain technology beyond just a peer-to-peer money system.

The digital assets by market capitalization that meet the Fund Construction Criteria as of June 30, 2022 are detailed below:

Asset	Symbol	Market Cap (millions)	Circulating Supply (millions)	Maximum Supply (millions)
Uniswap	UNI	\$ 3,655.4	734.1	1,000.0
Maker	MKR	\$ 881.5	1.0	1.0
Aave	AAVE	\$ 792.8	13.9	16.0
Amp	AMP	\$ 424.0	42,227.7	92,547.6
Curve	CRV	\$ 366.8	537.4	3,303.0
Compound	COMP	\$ 336.3	7.2	10.0
Yearn.finance	YFI	\$ 197.4	0.0	0.04

According to CoinMarketCap.com's calculations, as of June 30, 2022, Uniswap, Maker, Aave, Amp, Curve, Compound and Yearn.finance represented approximately 0.43%, 0.10%, 0.09%, 0.05%, 0.04%, 0.04% and 0.02% of the total market cap of all digital assets, respectively.

Smart Contracts

The Ethereum network was the first blockchain protocol to allow users to write and implement smart contracts—general-purpose code that executes on the network and can instruct the transmission of information and value based on a sophisticated set of logical conditions. Using smart contracts, users can create markets, store registries of debts or promises, represent the ownership of property, move funds in accordance with conditional instructions and create digital assets other than the native token to any such blockchain. Smart contract operations are executed on a blockchain in exchange for payment of digital assets. Smart contracts are one of a number of projects intended to expand blockchain use beyond just a peer-to-peer money system.

Development on the Ethereum network and other smart contract platforms involves building more complex tools on top of smart contracts, such as decentralized apps (DApps) and organizations that are autonomous, known as decentralized autonomous organizations (DAOs). For example, a company that distributes charitable donations on behalf of users could hold donated funds in smart contracts that are paid to charities only if the charity satisfies certain pre-defined conditions.

More recently, the Ethereum network and other smart contract platforms have been used for decentralized finance (DeFi) or open finance platforms, which seek to democratize access to financial services, such as borrowing, lending, custody, trading, derivatives, asset management and insurance, by removing third-party intermediaries. DeFi can allow users to lend and earn interest on their digital assets, exchange one digital asset for another and create derivative digital assets such as stablecoins, which are digital assets pegged to a reserve asset such as fiat currency.

In addition, the Ethereum network and other smart contract platforms have been used for creating non-fungible tokens, or NFTs. Unlike digital assets native to smart contract platforms which are fungible and designed to enable the payment of fees for smart contract execution, NFTs allow for digital ownership of assets associated with the NFT, including those created within the DApps built on smart contract platforms. This new paradigm allows users to own their digital assets as NFTs, trade them with others in the DApp or game, and carry them to other digital experiences, creating an entirely new free-market internet-native economy that can be monetized in the physical world.

For example, LAND is an NFT in Decentraland, a metaverse DApp built on the Ethereum network. LAND is an NFT because every parcel of LAND has a different set of (x,y) coordinates in Decentraland, and thus there is only one representation within Decentraland of each set of (x,y) coordinates. The value of LAND is based on its adjacency to other LAND and its ability to host content and connect users in Decentraland. Other uses of NFTs include digital art, collectibles, in-game items and identity.

DeFi

More recently, the Ethereum network and other smart contract platforms have been used for decentralized finance (DeFi) or open finance platforms, which seek to democratize access to financial services, such as borrowing, lending, custody, trading, derivatives, asset management and insurance, by removing third-party intermediaries. DeFi can allow users to lend and earn interest on their digital assets, exchange one digital asset for another and create derivative digital assets such as stablecoins, which are digital assets pegged to a reserve asset such as fiat currency. Over the course of 2021, between \$18 billion to \$163 billion worth of digital assets were locked up as collateral on DeFi platforms.

DeFi consists of several component protocols that are interoperable with one another to provide various types of goods and services. Under DACS, the Index Provider classifies the DeFi Sector into the following sub-categories or “Industries”: Asset Management, Atomic Swaps, Credit Platform (Other), Lending/Borrowing, Active DAO, DAO (Other), DAO Builder, Derivatives, Automated Market-Maker (AMM), Central Limit Order Book (CLOB), Exchanges (Other), Insurance, and Yield. These include:

Decentralized Exchange Protocols

Many decentralized exchange protocols (“DEXs”) use what is known as an automated market maker. These protocols generally enable decentralized trading of digital assets without a central orderbook by aggregating digital asset trading pairs using smart contracts. With DEX protocols, users can exchange digital assets with one another by transferring the digital asset they want to sell in exchange for the digital asset they want to buy and paying a transaction fee per trade.

The smart contracts eliminate the need of traders to find buyers and sellers. Instead, traders interact directly with the protocol, which determines the exchange rate for a given digital asset liquidity pool. Liquidity pools are maintained by independent market makers called liquidity providers (“LPs”). LPs receive a portion of the transaction fees in exchange for their services. Exchange rates are determined algorithmically by constant function market makers or by LPs, in each case subject to market forces.

Some DEX protocols also include tokens that give holders governance rights over the protocol, such as the ability to propose and vote on improvement proposals to adjust features such as permitted assets and transaction fees, as well as economic rights to fees generated by the protocol.

Examples of DEX protocols include Uniswap and Curve. Under DACS, Uniswap and Curve are included in the AMM Industry.

Uniswap

UNI is a digital asset that is created and transmitted through the operations of the peer-to-peer Uniswap network, a decentralized protocol that enables trading of digital assets without a central orderbook by aggregating digital asset trading pairs using smart contracts. No single entity owns or operates the Uniswap network, the infrastructure of which is collectively maintained by a decentralized user base.

On Uniswap, users exchange digital assets with one another by paying a transaction fee to LPs. For example, if an LP contributes 10% of an ETH/USDC market, it will receive an “LP” token entitling it to 10% of the fees

generated by users trading in that market. As long as the LP holds its token and does not withdraw the assets it contributed to the pool, it will earn a proportionate amount of fees generated by the network's ETH/USDC market.

Holders of UNI have the ability to propose and vote on improvement proposals to adjust features of the Uniswap network. Examples of proposals include what asset markets to list, transaction fees and how to distribute such fees, which currently are only distributed to LPs and not UNI holders.

Uniswap was originally conceived in 2016 by Vitalik Buterin, the creator of Ethereum. In 2018, Hayden Adam, a software engineer and Uniswap Labs Inc., a U.S. company, created Uniswap. The Uniswap network was initially funded by grants from the Ethereum Foundation and later venture capital. UNI was created in 2020 as a means of decentralizing the governance of the network. 150 million tokens were initially distributed to anyone who had participated in a transaction on the Uniswap platform prior to the token distribution. Following this distribution, the distribution for users of the platform began releasing tokens continuously for the next four years split equally between lenders and borrowers of various pools based on the proportion of total interest paid.

Curve

CRV is a digital asset that is created and transmitted through the operations of the peer-to-peer CRV network, a decentralized platform for creation, maintenance, and settlement of financial contracts on Ethereum. No single entity owns or operates the CRV network, which is collectively maintained by a decentralized user base.

The Curve Finance protocol is a decentralized exchange optimized for swaps between stablecoins that peg to the same value (such as BTC or the U.S. dollar), with low slippage and fees.

Holders of CRV are able to vote on governance proposals and thus participate in CurveDAO, a decentralized autonomous organization that governs Curve Finance, to adjust features of the Curve network. Examples of proposals include what asset markets to list, transaction fees and how to distribute such fees, which currently are distributed to CRV holders if such holders stake their CRV in return for a tokenized asset, veCRV.

Curve Finance was conceived by Michael Egorov in a whitepaper for a protocol called "StableSwap" in November 2019. The StableSwap whitepaper details the foundations of what eventually became the Curve Finance protocol, which launched in January 2020. CRV was launched and distributed to liquidity providers in August 2020. Curve aims to minimize fees, reduce price slippage, mitigate risk, and provide ample liquidity in the exchange of stablecoins by integrating with popular DeFi applications like Compound and Yearn.finance.

Decentralized Lending and Borrowing Protocols

These protocols, also known as algorithmic money market protocols, enable decentralized lending and borrowing of digital assets using smart contracts. With lending and borrowing protocols, users can lend digital assets to the protocol and earn interest from borrowers who pay interest and post collateral.

The smart contracts eliminate the need of borrowers and lenders to negotiate the terms of contract and rely on counterparties to hold funds. Instead, both sides interact directly with the protocol, which determines collateral requirements and interest rates and handles the storage and management of the protocol's assets in smart contracts called liquidity pools. Collateral requirements and interest rates are determined algorithmically based on market forces. Many of these protocols rely on overcollateralization, which means that borrowers have to supply more value than they wish to borrow to avoid liquidation, thereby minimizing counterparty and credit risk.

Some lending and borrowing protocols also include tokens that give holders governance rights over the protocol, such as the ability to propose and vote on improvement proposals to adjust features such as permitted assets, collateral requirements and interest rates, as well as economic rights to fees generated by the protocol.

Examples of decentralized lending and borrowing protocols include Aave and Compound. Under DACS, AAVE and Compound are included in the Lending / Borrowing Industry.

Aave

AAVE is a digital asset that is created and transmitted through the operations of the peer-to-peer Aave network, a decentralized protocol that enables lending and borrowing of digital assets using smart contracts. No single entity owns or operates the Aave network, the infrastructure of which is collectively maintained by a decentralized user base.

On Aave, lenders of digital assets earn interest by receiving an equal amount of aTokens, which are the network's native ERC-20 tokens that represent claims to a portion of an asset pool. For example, if a lender deposits 100 ETH into Aave, it receives 100 aETH. As borrowers on Aave borrow ETH and pay interest in ETH, the pool of aETH grows proportionality and are therefore convertible into more ETH. As long as the lender holds aETH, it will earn interest based on the interest rate of the networks' ETH pool.

Holders of AAVE have the ability to propose and vote on improvement proposals to adjust features of the network. Examples of proposals include which aToken markets to list, interest rates and required collateralization for each asset. In addition, 80% of fees generated by transactions on Aave are used to burn AAVE, which reduces the supply of AAVE and is therefore expected to increase its value.

The creator of Aave, Aave SAGL, is a Swiss company formed in 2017 by Stani Kulechov, a Finnish attorney. The firm was initially named ETHLend and funded by a \$16.2 million ICO in 2017, during which time it sold 1 billion of the total 1.3 billion AAVE tokens (originally called LEND) to the public. In 2018 ETHLend rebranded to Aave, which means "ghost" in Finnish, upon converting from a counterparty matching protocol to a full decentralized lending and borrowing protocol.

Aave also introduced a new featured called "flash loans", which are loans that are simultaneously issued and settled on a single mined block of Ethereum. These loans require no upfront collateral and allow users to almost instantly take advantage of trading opportunities or maximize profits from other systems built on Ethereum.

Compound

COMP is a digital asset that is created and transmitted through the operations of the peer-to-peer Compound Finance network, a decentralized protocol that enables lending and borrowing of digital assets using smart contracts. No single entity owns or operates the Compound Finance network, the infrastructure of which is collectively maintained by a decentralized user base. Holders of COMP have the ability to propose and vote on improvement proposals to adjust features of the network. Examples of proposals include what asset markets to list, interest rates and required collateralization for each asset.

On Compound Finance, lenders of digital assets earn interest by receiving an equal amount of cTokens, which are the Compound network's native ERC-20 tokens that are redeemable for a portion of an asset pool. For example, if a lender deposits 100 ETH into Compound Finance, it receives 100 cETH. As borrowers on Compound Finance borrow and pay interest in ETH, the pool of cETH grows proportionately and therefore are convertible into more ETH. As long as the lender holds cETH, it will earn interest based on the interest rate of Compound Finance's ETH pool.

The creator of Compound Finance, Compound Labs, Inc., is a U.S. company formed in 2017 by Robert Leshner, a CPA with experience in credit markets. The Compound Finance network was initially funded by venture capital. COMP was created in 2020 as a means to decentralize the governance of the network. Tokens were initially distributed to shareholders of Compound Labs, Inc. to test token governance for several months. Following testing, the distribution for users of the platform began, releasing tokens continuously for the next four years split equally between lenders and borrowers of various pools based on the proportion of total interest paid.

Decentralized Derivatives or Synthetic Protocols

These protocols issue derivative or synthetic tokens for a variety of underlying assets such as fiat (i.e., stablecoins), equities, commodities, indices and other financial instruments. With derivative or synthetic assets, users can gain exposure to real world assets while taking advantage of the openness, efficiency and transparency benefits of blockchain technology.

Like DEX and decentralized lending and borrowing protocols, smart contracts on derivative and synthetic protocols eliminate the need of users to find one another. Instead, users interact directly with the protocol, which determines exchange rates, collateral requirements and interest rates and handles the storage and management of the protocol capital in smart contracts called liquidity pools. Collateral requirements and interest rates are determined algorithmically based on market forces. Many of these protocols also rely on overcollateralization. Some of these protocols also include governance tokens that give holders the ability to propose and vote on improvement proposals to adjust features such as permitted assets, collateral requirements and interest rates.

An example of a protocol used to issue derivatives or synthetic protocols is Maker. Under DACS, Maker is included in the Active DAO Industry.

Maker

MKR is a digital asset that is created and transmitted through the operations of the peer-to-peer Maker network, a decentralized protocol that enables lending and borrowing through the minting of Dai, a stablecoin pegged to the U.S. dollar. No single entity owns or operates the Maker network, the infrastructure of which is collectively maintained by a decentralized user base.

On Maker, users can create collateralized debt positions (“CDP”) which lock up collateral in return for Dai on Maker’s Multi-Collateral Day System (“MCD System”). The assets are locked in the CDP until debt is repaid to the protocol. CDPs are always over-collateralized, meaning that the collateral requirement always exceeds the amount borrowed. When a user wants to retrieve the collateral, they must pay back the debt, plus a stability fee that accrued on the debt over time. The stability fee is an annual rate that is calculated relative to the debt of the CDP. This stability fee can only be paid using MKR, which is burned upon payment, permanently removing it from the overall supply. Once the debt and stability fee are paid back, the collateral may be withdrawn.

Holders of MKR have the power to vote on the market incentives and risk parameters. MKR also acts as a source of recapitalization for the protocol based on certain deficit and surplus thresholds. When the MCD System surplus exceeds a minimum threshold, excess Dai is auctioned off for MKR, which is then destroyed. Conversely, if the MCD System deficit exceeds a maximum threshold, MKR is created and auctioned off for Dai in order to recapitalize the system. The possibility that MKR token supply could increase in order to recapitalize the system if it runs at a deficit gives holders a strong incentive to govern the system well, in order to avoid having their MKR holdings diluted.

Maker was started by Rune Christensen in 2014. The protocol was built by the Maker Foundation along with outside parties. Over time, the Market Foundation has reduced its control and ceded control to a decentralized autonomous organization (DAO) known as MakerDAO. The DAO is governed by holders of MKR, which can vote on important changes. MKR was issued in 2017 with an initial supply of one million tokens and sold through three private sales. As of June 30, 2022, the token supply stands at 977,631 MKR.

Decentralized Asset Management Protocols

These protocols enable decentralized asset management by allowing users to invest in a collective investment pool using a variety of investment strategies. With asset management protocols, users can gain exposure to digital asset investment strategies while taking advantage of the openness, efficiency and transparency benefits of blockchain technology.

The smart contracts eliminate the need of investors to rely on asset managers to hold funds and adhere to investment strategies. Instead, investors interact directly with the protocol, which operates pursuant to a pre-defined investment strategy and determines features such as risk parameters such as concentration and price tolerance, rebalancing, trading and valuation.

An example of decentralized asset management protocols is Yearn Finance, which is not currently a Fund Component.

Other DeFi Protocols

Other DeFi protocols being developed include decentralized insurance protocols, which are designed to hedge the risk of smart contract code and price volatility on other DeFi protocols, decentralized prediction market protocols, which are designed to enable users to bet on real-world events, and other infrastructure primitives and blockchain building blocks.

Forks and Airdrops

A “hard fork” of a Digital Asset Network occurs when there is a disagreement among users and validators or miners over modifications to a Digital Asset Network, which are typically made through software upgrades and subsequently accepted or rejected through downloads or lack thereof of the relevant software upgrade by users. If less than a substantial majority of users and validators or miners consent to a proposed modification, and the modification is not compatible with the software prior to its modification, a fork in the blockchain results, with one prong running the pre-modified software and the other running the modified software. The effect of such a fork is the existence of two versions of the relevant Digital Asset Network running in parallel, yet lacking interchangeability. After a fork, holders of the original digital asset typically end up holding equal amounts of the original digital asset and the new digital asset.

For example, in July 2017, Bitcoin “forked” into Bitcoin and a new digital asset, Bitcoin Cash, as a result of a several-year dispute over how to increase the speed and number of transactions that the Bitcoin network can process in a given time interval (i.e., transaction throughput).

Forks may also occur after a significant security breach. For example, in June 2016, a smart contract developed and deployed on the Ethereum network was hacked and approximately \$60 million worth of ETH were stolen, which resulted in most participants in the Ethereum ecosystem electing to adopt an upgrade that effectively reversed the hack. However, a minority of users continued to develop the old blockchain, causing a fork with the original blockchain now referred to as “Ethereum Classic” with the digital asset on that blockchain referred to as ETC. Ethereum Classic remains traded on several Digital Asset Exchanges.

Additionally, a fork could be introduced by an unintentional, unanticipated software flaw in the multiple versions of otherwise compatible software users run for any given digital asset. Such a fork could adversely affect the digital asset’s viability. It is possible, however, that a substantial number of users and validators or miners could adopt an incompatible version of the network while resisting community-led efforts to merge the two chains, resulting in a permanent fork.

In addition to forks, a digital asset may become subject to a similar occurrence known as an “airdrop.” In an airdrop, the promoters of a new digital asset announce to holders of another digital asset that they will be entitled to claim a certain amount of the new digital asset for free simply by virtue of having held the original digital asset at a certain point in time leading up to the airdrop. For example, in September 2020, the developers of UNI announced that anyone that had participated in a transaction on the Uniswap protocol as of September 1, 2020 could claim 400 UNI. In addition, pursuant to a Compound network smart contract enacted at COMP’s launch, approximately COMP is effectively airdropped to users of the Compound protocol each day, without specific payment in return, to users of the protocol based on their usage of the protocol.

Fund Component Value

Digital Asset Exchange Valuation

The value of digital assets is determined by the value that various market participants place on digital assets through their transactions. The most common means of determining the value of a digital asset is by surveying one or more Digital Asset Exchanges where the digital asset is traded publicly and transparently (e.g., Bittrex, Bitstamp, Coinbase Pro, itBit, Kraken, and Poloniex). Additionally, there are over-the-counter dealers or market makers that transact in digital assets.

Digital Asset Exchange Public Market Data

On each online Digital Asset Exchange, digital assets are traded with publicly disclosed valuations for each executed trade, measured by one or more fiat currencies such as the U.S. dollar or Euro or by the digital asset Bitcoin. Over-the-counter dealers or market makers do not typically disclose their trade data.

As of June 30, 2022, the Digital Asset Exchanges included in the Digital Asset Reference Rates are listed below. As further described below, the Manager believes that each of these Digital Asset Exchanges takes steps to comply with applicable U.S. federal and state licensing requirements and practices regarding anti-money laundering (“AML”) and know-your-customer (“KYC”) regulations.

BinanceUS: A U.S.-based exchange registered as an MSB with FinCEN and licensed as money transmitter in various U.S. states. BinanceUS does not hold a BitLicense.

Bitflyer US: A U.S.-based exchange registered as money services business (“MSB”) with FinCEN and licensed as a virtual currency business under the New York State Department of Financial Services (“NYDFS”) BitLicense as well as money transmitter in various U.S. states.

Bitstamp: A U.K.-based exchange registered as an MSB with FinCEN and licensed as a virtual currency business under the NYDFS BitLicense as well as money transmitter in various U.S. states.

Bittrex: A U.S.-based exchange registered as an MSB with FinCEN and licensed as money transmitter in various U.S. states. Bittrex does not hold a BitLicense.

Coinbase Pro: A U.S.-based exchange registered as an MSB with FinCEN and licensed as a virtual currency business under the NYDFS BitLicense as well as money transmitter in various U.S. states.

ErisX: A U.S.-based exchange registered as an MSB with FinCEN and licensed as a virtual currency business under the NYDFS BitLicense as well as money transmitter in various U.S. states.

Gemini: A U.S.-based exchange registered as an MSB with FinCEN and licensed as a virtual currency business under the NYDFS BitLicense as well as money transmitter in various U.S. states.

itBit: A U.S.-based exchange registered as an MSB with FinCEN and licensed as a virtual currency business under the NYDFS BitLicense as well as money transmitter in various U.S. states.

Kraken: A U.S.-based exchange registered as an MSB with FinCEN and licensed as money transmitter in various U.S. states. Kraken does not hold a BitLicense.

LMAX Digital: A U.K.-based exchange registered as a broker with FCA. LMAX Digital does not hold a BitLicense.

OKCoin: A U.S.-based exchange registered as an MSB with FinCEN and licensed as money transmitter in various U.S. states. OKCoin does not hold a BitLicense.

The domicile, regulation and legal compliance of the Digital Asset Exchanges used to determine the Digital Asset Reference Rate varies. Information regarding each Digital Asset Exchange may be found, where available, on the websites for such Digital Asset Exchanges, among other places.

Although each Digital Asset Reference Rate is designed to accurately capture the market price of the digital asset it tracks, third parties may be able to purchase and sell such digital assets on public or private markets not included among the constituent Digital Asset Exchanges of such Digital Asset Reference Rate, and such transactions may take place at prices materially higher or lower than the Digital Asset Reference Rate. Moreover, there may be variances in the prices of digital assets on the various Digital Asset Exchanges, including as a result of differences in fee structures or administrative procedures on different Digital Asset Exchanges.

The below tables reflect the trading volume in Fund Components and market share of the Fund Component-U.S. dollar trading pairs of each of the Digital Asset Exchanges eligible for inclusion in the Digital Asset Reference Rates from July 14, 2021 (date of the first Creation Basket of the Fund) to June 30, 2022, using data reported by each Reference Rate Provider:

Uniswap Exchanges included in the Digital Asset Reference Rate as of June 30, 2022⁽¹⁾	Volume (UNI)	Market Share⁽²⁾
Coinbase Pro	327,597,339	71.25%
Kraken	29,966,753	6.52%
Binance.US	28,232,350	6.14%
Total UNI-USD trading pair	385,796,442	83.91%

- (1) Effective July 5, 2022, the Reference Rate Provider removed Binance.US as a Constituent Exchange used to calculate the Indicative Price for UNI and added FTX.US as part of its scheduled quarterly review. Effective November 11, 2022, the Reference Rate Provider removed FTX.US as a Constituent Exchange used to calculate the Indicative Price for UNI and added Binance.US due to the exchange's announcement that trading may be halted which would impact the exchange's ability to reliably publish trade prices and volumes on a real-time basis through APIs.
- (2) Market share is calculated using trading volume (in UNI) provided by the Reference Rate Provider, which includes Coinbase Pro, Kraken and Binance.US, as well as certain other large U.S.-dollar denominated Digital Asset Exchanges that are not currently included in the Digital Asset Reference Rate including Bittrex, Gemini, Bitfinex, itBit, FTX.US, Bitstamp, and OKCoin.

Curve Exchanges included in the Digital Asset Reference Rate as of June 30, 2022	Volume (CRV)	Market Share⁽¹⁾
Coinbase Pro	1,758,537,223	82.95%
Kraken	180,155,688	8.50%
Binance.US	40,237,741	1.90%
Total CRV-USD trading pair	1,978,930,652	93.35%

- (1) Market share is calculated using trading volume (in CRV) provided by the Reference Rate Provider, which includes Coinbase Pro, Kraken and Binance.US, as well as certain other large U.S.-dollar denominated Digital Asset Exchanges that are not currently included in the Digital Asset Reference Rate including Bitfinex, Bitstamp, and Gemini.

Amp Exchanges included in the Digital Asset Reference Rate as of June 30, 2022⁽¹⁾

	Volume (AMP)	Market Share⁽²⁾
Coinbase Pro	34,811,507,569	71.71%
Gemini	8,561,812,720	17.64%
Binance.US	5,013,314,518	10.33%
Total AMP-USD trading pair	48,386,634,807	99.68%

- (1) Effective January 3, 2022, the Manager adjusted the Fund's portfolio in connection with its quarterly review by selling the existing Fund Components in proportion to their respective weightings and using the cash proceeds to purchase Amp (AMP) in accordance with the Fund's construction criteria. As such, the table reflects the trading volume in AMP and market share of the AMP-U.S. dollar trading pairs of each of the Digital Asset Exchanges eligible for inclusion in the Digital Asset Reference Rates from January 3, 2022 to June 30, 2022, using data reported by the Reference Rate Provider.
- (2) Market share is calculated using trading volume (in AMP) provided by the Reference Rate Provider, which includes Coinbase Pro, Gemini and Binance.US., as well as certain other large U.S.-dollar denominated Digital Asset Exchanges that are not currently included in the Digital Asset Reference Rate including Bitstamp and Bittrex.

Aave Exchanges included in the Digital Asset Reference Rate as of June 30, 2022⁽¹⁾

	Volume (AAVE)	Market Share⁽²⁾
Coinbase Pro	25,031,281	78.67%
Kraken	3,032,779	9.53%
Binance.US	401,013	1.26%
Total AAVE-USD trading pair	28,465,073	89.46%

- (1) Effective October 4, 2022, the Reference Rate Provider removed Binance.US as a Constituent Exchange used to calculate the Indicative Price for AAVE and added FTX.US as part of its scheduled quarterly review. Effective November 11, 2022, the Reference Rate Provider removed FTX.US as a Constituent Exchange used to calculate the Indicative Price for AAVE and added Binance.US due to the exchange's announcement that trading may be halted which would impact the exchange's ability to reliably publish trade prices and volumes on a real-time basis through APIs.
- (2) Market share is calculated using trading volume (in AAVE) provided by the Reference Rate Provider, which includes Coinbase Pro, Kraken and Binance.US., as well as certain other large U.S.-dollar denominated Digital Asset Exchanges that are not currently included in the Digital Asset Reference Rate including Bittrex, Gemini, Bitfinex, Bitstamp, FTX.US, and itBit.

Maker Exchanges included in the Digital Asset Reference Rate as of June 30, 2022⁽¹⁾

	Volume (MKR)	Market Share⁽²⁾
Coinbase Pro	1,078,233	76.72%
Binance.US	149,410	10.63%
Gemini	51,851	3.69%
Total MKR-USD trading pair	1,279,494	91.04%

- (1) Effective July 5, 2022, the Reference Rate Provider removed Gemini as a Constituent Exchange used to calculate the Indicative Price for MKR and added FTX.US as part of its scheduled quarterly review. Effective November 11, 2022, the Reference Rate Provider removed FTX.US as a Constituent Exchange used to calculate the Indicative Price for MKR and added Kraken due to the exchange's announcement that trading may be halted which would impact the exchange's ability to reliably publish trade prices and volumes on a real-time basis through APIs.
- (2) Market share is calculated using trading volume (in MKR) provided by the Reference Rate Provider, which includes Coinbase Pro, Binance.US and Gemini, as well as certain other large U.S.-dollar denominated Digital Asset Exchanges that are not currently included in the Digital Asset Reference Rate including Bitstamp, Bitfinex, FTX.US, Kraken.

Compound Exchanges included in the Digital Asset Reference Rate as of June 30, 2022

	Volume (COMP)	Market Share⁽¹⁾
Coinbase Pro	12,504,868	72.17%
Binance.US	2,193,319	12.66%
Kraken	1,024,744	5.91%
Total COMP-USD trading pair	15,722,931	90.74%

- (1) Market share is calculated using trading volume (in COMP) provided by the Reference Rate Provider, which includes Coinbase Pro, Binance.US and Kraken, as well as certain other large U.S.-dollar denominated Digital Asset Exchanges that are not currently included in the Digital Asset Reference Rate including Bittrex, Bitfinex, Bitstamp, Gemini.

Yearn.finance Exchanges included in the Digital Asset Reference Rate as of June 30, 2022

	Volume (YFI)	Market Share⁽¹⁾
Coinbase Pro	139,918	74.77%
Gemini	11,182	5.98%
Binance.US	4,751	2.54%
Total YFI-USD trading pair	155,851	83.29%

- (1) Market share is calculated using trading volume (in YFI) provided by the Reference Rate Provider, which includes Coinbase Pro, Gemini and Binance.US., as well as certain other large U.S.-dollar denominated Digital Asset Exchanges that are not currently included in the Digital Asset Reference Rate including Kraken, Bitfinex, Bitstamp, and FTX.US.

The domicile, regulation and legal compliance of the Digital Asset Exchanges included in the Reference Rate varies. Information regarding each Digital Asset Exchange may be found, where available, on the websites for such Digital Asset Exchanges, among other places.

Although each Digital Asset Reference Rate is designed to accurately capture the market price of the digital asset it tracks, third parties may be able to purchase and sell such digital assets on public or private markets not included among the constituent Digital Asset Exchanges of such Digital Asset Reference Rate, and such transactions may take place at prices materially higher or lower than the Digital Asset Reference Rate. Moreover, there may be variances in the prices of digital assets on the various Digital Asset Exchanges, including as a result of differences in fee structures or administrative procedures on different Digital Asset Exchanges.

For example, based on data provided by the Reference Rate Provider, on any given day during the period from July 14, 2021 (the commencement of the Fund's operations) to June 30, 2022, the maximum differential between the 4:00 p.m., New York time spot price of Uniswap on any single Digital Asset Exchange included in the Digital Asset Reference Rate was 3.15% and the average of the maximum differentials of the 4:00 p.m., New York time spot price of each Digital Asset Exchange included in the Digital Asset Reference Rate was 2.96%. During this same period, the average differential between the 4:00 p.m., New York time spot prices of all the Digital Asset Exchanges included in the Digital Asset Reference Rate was 0.01%. Further, on any given day during the period from July 14, 2021 (the commencement of the Fund's operations) to June 30, 2022, the maximum differential between the 4:00 p.m., New York time spot price of Curve on any single Digital Asset Exchange included in the Digital Asset Reference Rate was 5.38% and the average of the maximum differentials of the 4:00 p.m., New York time spot price of each Digital Asset Exchange included in the Digital Asset Reference Rate was 3.88%. During this same period, the average differential between the 4:00 p.m., New York time spot prices of all the Digital Asset Exchanges included in the Digital Asset Reference Rate was 0.06%. All Digital Asset Exchanges that were included in the Digital Asset Reference Rates throughout the period were considered in this analysis. To the extent such prices differ materially from the Indicative Price, investors may lose confidence in the Shares' ability to track the market price of Fund Components.

Market Participants

Miners and Validators

Miners range from digital asset enthusiasts to professional mining operations that design and build dedicated machines and data centers, including mining pools, which are groups of miners that act cohesively and combine their processing power to solve blocks (in the case of proof-of-work) or stake coins (in the case of proof-of-stake). When a pool mines a new block, the pool operator receives the digital asset and, after taking a nominal fee, splits the resulting reward among the pool participants based on the processing power each of them contributed to mine such block. Mining pools provide participants with access to smaller, but steadier and more frequent, digital asset payouts.

Creation of New Digital Assets

Each Digital Asset Network is kept running by computers all over the world. The following is a description of common consensus mechanisms used by Digital Asset Networks.

Proof-of-Work Mining Process

Under a proof-of-work ecosystem, miners, through the use of a software program, engage in a set of prescribed complex mathematical calculations in order to add a block to the blockchain and thereby confirm transactions included in that block's data. The mathematical solution to add, or "solve," a block is called a hash. Miners validate unconfirmed transactions by adding the previously unconfirmed transactions to new blocks in the blockchain. Miners are incentivized to participate in proof-of-work ecosystems because the addition of a block creates new tokens of the applicable digital asset, which are awarded to miners that successfully solve the block.

The significant increase in the number of miners supporting the operations of Digital Asset Networks and the associated increase in mining capacity in recent years have radically increased the difficulty of finding a valid hash on any given digital asset's network. In some respects, hashing is akin to a mathematical lottery, and miners that have devices with greater processing power (i.e., the ability to make more hash calculations per second) are more likely to be successful miners. Currently, the likelihood that an individual acting alone will be able to solve a block, and thus be awarded digital asset tokens, is extremely low. As a result, although there are individual miners, the vast majority of mining is undertaken by professional mining operations and mining "pools," which are groups of multiple miners that act cohesively and combine their processing power to solve blocks. When a pool solves a new block, the pool operator receives the digital asset reward and, after taking a nominal fee, splits the resulting amount among the pool participants based on the processing power they each contributed to solve for such block.

Proof-of-Stake Mining Process

Certain digital assets function through a proof-of-stake consensus mechanism, rather than a proof-of-work consensus mechanism. Unlike proof-of-work, in which miners expend computational resources to compete to validate transactions and are rewarded coins in proportion to the amount of computational resources expended, in proof-of-stake, miners (sometimes called validators) risk or "stake" coins to compete to be randomly selected to validate transactions and are rewarded coins in proportion to the amount of coins staked. For many proof-of-stake protocols, any malicious activity, such as mining multiple blocks, disagreeing with the eventual consensus or otherwise violating protocol rules, results in the forfeiture or "slashing" of a portion of the staked coins. Proof-of-stake is viewed as more energy efficient and scalable than proof-of-work and is sometimes referred to as "virtual mining".

Proof-of-History Mining Process

Proof-of-History is an alternative consensus mechanism to PoW and PoS. PoH is a consensus mechanism that automatically orders on-chain transactions by creating a historical record that proves an event has occurred at a specific moment in time. PoH is intended to provide a transaction processing speed and capacity advantage over traditional PoW and PoS networks, which rely on sequential production of blocks and can lead to delays caused by validator confirmations.

Digital Asset Value

The value of a digital asset is determined by the value that various market participants place on such digital asset through their transactions. The most common means of determining the value of a digital asset is by surveying one or more Digital Assets Markets where such digital asset is traded publicly and transparently. Additionally, there are over-the-counter dealers or market makers that transact in digital assets. On each online Digital Asset Exchange, digital assets are traded with publicly disclosed valuations for each executed trade, measured by one or more fiat currencies such as the U.S. dollar or euro or by the widely used digital asset Bitcoin. Over-the-counter dealers or market makers do not typically disclose their trade data.

Forms of Attack Against Digital Asset Networks

All networked systems are vulnerable to various kinds of attacks. As with any computer network, Digital Asset Networks contain certain flaws. For example, all proof-of-work Digital Asset Networks are vulnerable to a “51% attack” where, if a mining pool were to gain control of more than 50% of the hash rate for the applicable digital asset, a malicious actor would be able to gain full control of the network and the ability to manipulate such digital asset’s blockchain. Any future attacks on the digital assets held by the Fund could negatively impact the perceptions of the Digital Asset Networks, the value of the fund components, and the value of the Shares.

In addition, many Digital Asset Networks have been subjected to a number of denial of service attacks, which has led to temporary delays in block creation and in the transfer of digital assets. Any similar attacks on the Digital Asset Network of a Fund Component that impacts the ability to transfer such Fund Component could have a material adverse effect on the price of such Fund Component and the value of the Shares.

Exploitation of Flaws in the Source Code

As with any other computer code, flaws in the source code of Digital Asset Networks have been exposed by certain malicious actors. Several errors and defects have been found and corrected, including those that disabled some functionality for users, exposed users’ information, or allowed users to create multiple views of certain Digital Asset Networks. Discovery of flaws in or exploitations of the source code that allow malicious actors to take or create money in contravention of known rules of any given network have been relatively rare. For example, in 2010, a hacker or group of hackers exploited a flaw in the Bitcoin network source code that allowed them to generate 184 billion Bitcoins in a transaction and send them to two digital wallet addresses. However, the Bitcoin community and developers identified and reversed the manipulated transactions within approximately three hours, and the flaw was corrected with an updated version of the Bitcoin protocol. Because open source codes rely on transparency and peer review to promote community-sourced identification and solution of problems within the code, such flaws have generally been discovered and quickly corrected by the core developers of a particular digital asset or members of such digital asset’s community. Similarly, on February 5, 2019, the team behind Zcash announced that it discovered a vulnerability in zk-SNARKs on March 1, 2018 that was subsequently patched in connection with a network upgrade called “Sapling” in October 2018. The vulnerability was a counterfeiting vulnerability that could have allowed an attacker to create fake ZEC on the Zcash network or fake ZEN on the Horizen network without being detected. The privacy features of the Zcash and Horizen networks make it impossible to know for certain that no ZEC or ZEN were counterfeited. However, the team behind Zcash found no evidence that counterfeiting occurred prior to the patch and believes the vulnerability has been fully remediated.

Governance

Many DeFi protocols also include tokens that give holders governance rights over the protocol, such as the ability to propose and vote on improvement proposals to adjust features such as transaction fee levels, liquidity-provider models, permitted assets, collateral loan-to-value ratios and interest rate models. Token holders are able to participate (either directly or by delegation) in votes to amend the protocols and the future of the networks.

Investment and Speculative Sector

This sector includes the investment and trading activities of both private and professional investors and speculators. Historically, larger financial services institutions are publicly reported to have limited involvement in investment and trading in digital assets, although the participation landscape is beginning to change. Currently, there is relatively limited use of digital assets in the retail and commercial marketplace in comparison to relatively extensive use by speculators, and a significant portion of demand for digital assets is generated by speculators and investors seeking to profit from the short- or long-term holding of digital assets.

Retail Sector

The retail sector includes users transacting in direct peer-to-peer digital asset transactions through the direct sending of the digital assets over Digital Asset Networks. The retail sector also includes transactions in which consumers pay for goods or services from commercial or service businesses through direct transactions or third-party service providers, although the use of digital assets as a means of payment is still developing.

Service Sector

This sector includes companies that provide a variety of services including the buying, selling, payment processing and storing of digital assets. Bitfinex, Bittrex, Bitstamp, Coinbase Pro, itBit and Kraken are some of the largest Digital Asset Exchanges by volume traded. Coinbase Custody Trust Company, LLC, the Custodian for the Fund, is a digital asset custodian that provides custodial accounts that store digital assets for users. As a Digital Asset Network continues to grow in acceptance, it is anticipated that service providers will expand the currently available range of services and that additional parties will enter the service sector for Digital Asset Networks.

Competition

More than 20,000 other digital assets, as tracked by CoinMarketCap.com as of June 30, 2022, have been developed since the inception of Bitcoin, currently the most developed digital asset because of the length of time it has been in existence, the investment in the infrastructure that supports it, and the network of individuals and entities that are using Bitcoin in transactions. While digital assets, including the Fund Components, have enjoyed some success in their limited history, the aggregate value of outstanding Fund Components is much smaller than that of Bitcoin and may be eclipsed by the more rapid development of other digital assets.

Government Oversight

As digital assets have grown in both popularity and market size, the U.S. Congress and a number of U.S. federal and state agencies (including FinCEN, SEC, CFTC, FINRA, the Consumer Financial Protection Bureau (“CFPB”), the Department of Justice, the Department of Homeland Security, the Federal Bureau of Investigation, the IRS and state financial institution regulators) have been examining the operations of digital asset networks, digital asset users and the Digital Asset Exchange Market, with particular focus on the extent to which digital assets can be used to launder the proceeds of illegal activities or fund criminal or terrorist enterprises and the safety and soundness of exchanges or other service providers that hold digital assets for users. Many of these state and federal agencies have issued consumer advisories regarding the risks posed by digital assets to investors. President Biden’s March 9, 2022 Executive Order, asserting that technological advances and the rapid growth of the digital asset markets “necessitate an evaluation and alignment of the United States Government approach to digital assets,” signals an ongoing focus on digital asset policy and regulation in the United States. In addition, federal and state agencies, and other countries have issued rules or guidance about the treatment of digital asset transactions or requirements for businesses engaged in digital asset activity.

In addition, the SEC, U.S. state securities regulators and several foreign governments have issued warnings that digital assets sold in initial coin offerings may be classified as securities and that both those digital assets and initial coin offerings may be subject to securities regulations. Ongoing and future regulatory actions may alter, perhaps to a materially adverse extent, the nature of an investment in the Shares or the ability of the Fund to continue to operate. Additionally, U.S. state and federal, and foreign regulators and legislatures have taken action against virtual currency businesses or enacted restrictive regimes in response to adverse publicity arising from hacks, consumer harm, or criminal activity stemming from virtual currency activity.

In August 2021, the chair of the SEC stated that he believed investors using digital asset trading platforms are not adequately protected, and that activities on the platforms can implicate the securities laws, commodities laws and banking laws, raising a number of issues related to protecting investors and consumers, guarding against illicit activity, and ensuring financial stability. The chair expressed a need for the SEC to have additional authorities to prevent transactions, products, and platforms from “falling between regulatory cracks,” as well as for more resources to protect investors in “this growing and volatile sector.” The chair called for federal legislation centering on digital asset trading, lending, and decentralized finance platforms, seeking “additional plenary authority” to write rules for digital asset trading and lending. In addition, it is possible the failure of FTX Trading Ltd. (“FTX”) in November 2022 and the resulting market turmoil could lead to increased SEC or criminal investigations, enforcement, and/or other regulatory activity. See “Risk Factors—Risk Factors Related to the Regulation of the Fund and the Shares—Regulatory changes or actions by U.S. Congress or any U.S. federal or state agencies may affect the value of the Shares or restrict the use of one or more digital assets, mining activity or the operation of their networks or the Digital Asset Exchange Market in a manner that adversely affects the value of the Shares,” “—A determination that a digital asset is a “security” may adversely affect the value of digital assets and the value of the Shares” and “—Changes in SEC policy could adversely impact the value of the Shares.”

Various foreign jurisdictions have, and may continue to, in the near future, adopt laws, regulations or directives that affect a digital asset network, the Digital Asset Markets, and their users, particularly Digital Asset Exchanges and service providers that fall within such jurisdictions’ regulatory scope. For example:

- China has made transacting in cryptocurrencies illegal for Chinese citizens in mainland China, and additional restrictions may follow. China has banned initial coin offerings and there have been reports that Chinese regulators have taken action to shut down a number of China-based Digital Asset Exchanges. In May 2021, the Chinese government announced renewed efforts to restrict cryptocurrency trading and mining activities, citing concerns about high energy consumption and its desire to promote financial stability. Regulators in the Inner Mongolia and other regions of China have proposed regulations that would create penalties for companies engaged in cryptocurrency mining activities and introduce heightened energy saving requirements on industrial parks, data centers and power plants providing electricity to cryptocurrency miners. In January 2018, a Chinese news organization reported that the People’s Bank of China had ordered financial institutions to stop providing banking or funding to “any activity related to cryptocurrencies.”
- South Korea determined to amend its Financial Information Act in March 2020 to require virtual asset service providers to register and comply with its AML and counter-terrorism funding framework. These measures also provide the government with the authority to close Digital Asset Exchanges that do not comply with specified processes. South Korea has also banned initial coin offerings.
- The Reserve Bank of India in April 2018 banned the entities it regulates from providing services to any individuals or business entities dealing with or settling digital assets. In March 2020, this ban was overturned in the Indian Supreme Court, although the Reserve Bank of India is currently challenging this ruling.
- The United Kingdom’s Financial Conduct Authority published final rules in October 2020 banning the sale of derivatives and exchange traded notes that reference certain types of digital assets, contending that they are “ill-suited” to retail investors citing extreme volatility, valuation challenges and association with financial crime.
- The European Council of the European Union approved of the text of the Markets in Crypto-Assets Regulation (“MiCA”) in October 2022, establishing a regulatory framework for digital asset services across the European Union. MiCA is intended to serve as a comprehensive regulation of digital asset markets and imposes various obligations on digital asset issuers and service providers. The main aims

of MiCA are industry regulation, consumer protection, prevention of market abuse and upholding the integrity of digital asset markets. MiCA is expected to pass the European Parliament in early 2023 and come into effect in 2024.

There remains significant uncertainty regarding foreign governments' future actions with respect to the regulation of digital assets and Digital Asset Exchanges. Such laws, regulations or directives may conflict with those of the United States and may negatively impact the acceptance of one or more digital assets by users, merchants and service providers outside the United States and may therefore impede the growth or sustainability of the digital asset economy in the United States and globally, or otherwise negatively affect the value of digital assets held by the Fund. The effect of any future regulatory change on the Fund or the digital assets held by the Fund is impossible to predict, but such change could be substantial and adverse to the Fund and the value of the Shares.

See "Risk Factors—Risk Factors Related to the Regulation of the Fund and the Shares—Regulatory changes or other events in foreign jurisdictions may affect the value of the Shares or restrict the use of one or more digital assets, mining activity or the operation of their networks or the Digital Asset Exchange Market in a manner that adversely affects the value of the Shares."

Not a Regulated Commodity Pool

The Fund will not trade, buy, sell or hold digital asset derivatives, including digital asset futures contracts, on any futures exchange. The Fund is authorized solely to take immediate delivery of actual digital assets or cash. The Manager does not believe the Fund's activities are required to be regulated by the CFTC under the CEA as a "commodity pool" under current law, regulation and interpretation. The Fund will not be operated by a CFTC-regulated commodity pool operator because it will not trade, buy, sell or hold digital asset derivatives, including digital asset futures contracts, on any futures exchange. Investors in the Fund will not receive the regulatory protections afforded to investors in regulated commodity pools, nor may the COMEX division of the New York Mercantile Exchange or any futures exchange enforce its rules with respect to the Fund's activities. In addition, investors in the Fund will not benefit from the protections afforded to investors in digital asset futures contracts on regulated futures exchanges.

GRAYSCALE DECENTRALIZED FINANCE (DEFI) FUND LLC

Description of the Fund

The Fund was constituted on June 10, 2021 as a Cayman Islands limited liability company under the LLC Act. A Cayman Islands limited liability company is constituted by the filing with the Registrar of Limited Liability Companies a registration statement signed by or on behalf of any person forming the limited liability company and the payment of a registration fee.

From the date of registration, a limited liability company such as the Fund is considered a body corporate (with legal personality separate from that of its members from time to time) having the name contained in the certificate of registration, capable of exercising all the functions of a natural person of full capacity irrespective of any questions of corporate benefit and, without limitation, having perpetual succession, the capacity to sue and to be sued, defend legal proceedings in its name, and with power to acquire, hold and dispose of property and to incur liabilities and obligations but with such liability on the part of the members to contribute to the assets of the limited liability company in the event of its being wound up as provided pursuant to the LLC Act.

The Fund operates pursuant to the LLC Agreement. The Shares represent units of fractional undivided beneficial interest in, and ownership of, the Fund, with such relative rights and terms as set out in the LLC Agreement. In general, the Fund holds Fund Components, Forked Assets and cash in U.S. dollars and is expected from time to time to issue Baskets in exchange for contributions of Fund Components and cash and, subject to the Fund's obtaining regulatory approval from the SEC to operate an ongoing redemption program and registering with the

Authority (to the extent required) and the consent of the Manager, to distribute Fund Components and cash in connection with redemptions of Baskets.

The Fund is not a registered investment company under the Investment Company Act and the Manager believes that the Fund is not required to register under the Investment Company Act. The Fund will not hold or trade in commodity futures contracts or other derivative contracts regulated by the CEA, as administered by the CFTC. The Manager believes that the Fund is not a commodity pool for purposes of the CEA, and that the Manager is not subject to regulation as a commodity pool operator or a commodity trading adviser in connection with the operation of the Fund.

The Fund creates Shares from time to time but only in Baskets. A Basket equals a block of 100 Shares. The number of outstanding Shares is expected to increase from time to time as a result of the creation of Baskets. The creation of a Basket will require the delivery to the Fund of the Basket Amount, which is the sum of the Fund Component Basket Amounts for all Fund Components then held by the Fund, the Forked Asset Portion, if any, and the Cash Portion. See “—Creation of Shares” for more information on the calculation of the Basket Amount.

Although the redemption of Shares is provided for in the LLC Agreement, the redemption of Shares is not currently permitted and the Fund does not currently operate a redemption program. Subject to receipt of regulatory approval from the SEC and approval by the Manager in its sole discretion, the Fund may in the future operate a redemption program. Because the Fund does not believe that the SEC would, at this time, entertain an application for the waiver of rules needed in order to operate an ongoing redemption program, the Fund currently has no intention of seeking regulatory approval from the SEC to operate an ongoing redemption program. Even if such relief is sought in the future, no assurance can be given as to the timing of such relief or that such relief will be granted. If such relief is granted and the Manager approves a redemption program for the Fund, the Shares will be redeemable in accordance with the provisions of the LLC Agreement and the Participant Agreement. Although the Manager cannot predict with certainty what effect, if any, the operation of a redemption program would have on the trading value of the Shares, a redemption program would allow Authorized Participants to take advantage of arbitrage opportunities created when the market value of the Shares deviates from the value of the Fund Components, less the Fund’s expenses and other liabilities, which may have the effect of reducing any premium at which the Shares trade on OTCQB over such value or cause the Shares to trade at a discount to such value from time to time.

Initially, each Share represented approximately 1.4158 UNI, 0.0190 AAVE, 0.0013 MKR, 0.0107 COMP, 0.2095 SNX, 0.0001 YFI, 0.1750 UMA, 0.3445 SUSHI, 2.3846 CRV and 0.3356 BNT. As of June 30, 2022, each Share represents approximately 1.3543 UNI, 2.2519 CRV, 126.4497 AMP, 0.0212 AAVE, 0.0013 MKR, 0.0136 COMP and 0.00005 YFI. The number of Fund Components required to create or, if permitted, to redeem a Basket is expected to gradually decrease over time due to the transfer or sale of the Fund’s Fund Components to pay the Manager’s Fee and any Additional Fund Expenses. The Shares are restricted shares and Authorized Participants may sell the Shares they purchase from the Fund to other investors only in transactions exempt from registration under the Securities Act. For a discussion of risks relating to the unavailability of a redemption program, see “Risk Factors—Risk Factors Related to the Fund and the Shares—Because of the holding period under Rule 144, the lack of an ongoing redemption program and the Fund’s ability to halt creations from time to time, there is no arbitrage mechanism to keep the value of the Shares closely linked to the Digital Asset Reference Rates and the Shares may trade at a substantial premium over, or a substantial discount to, the Digital Asset Holdings per Share” The Manager will determine the Fund’s Digital Asset Holdings on each business day as of 4:00 p.m., New York time, or as soon thereafter as practicable. The Manager will also determine the Digital Asset Holdings per Share, which equals the Digital Asset Holdings of the Fund divided by the number of outstanding Shares. Each business day, the Manager will publish the Fund’s Digital Asset Holdings and Digital Asset Holdings per Share on the Fund’s website, <https://grayscale.com/products/grayscale-decentralized-finance-fund/>, as soon as practicable

after the Fund's Digital Asset Holdings and Digital Asset Holdings per Share have been determined by the Manager. See "Valuation of Digital Assets and Determination of Digital Asset Holdings."

Pricing information is available on a 24-hour basis from various financial information service providers or digital asset information sites such as Tradeblock.com or CoinCap.io. The spot prices and bid/ask spreads for several digital assets may also generally be available directly from Digital Asset Exchanges, such as Bitstamp, Coinbase Pro, Kraken, and LMAX Digital.

Fund Components are carried at fair value. Unlike the procedure used for determining the applicable Digital Asset Reference Rate for a Fund Component and the Fund's Digital Asset Holdings, which are calculated using a volume weighted average calculated across multiple Digital Asset Exchanges, the fair value of Fund Components and NAV presented in the financial statements are calculated in accordance with GAAP based on the price provided by the Digital Asset Exchange that the Fund considers its principal market for each Fund Component as of 4:00 p.m., New York time, on the valuation date. The Fund determines its principal market annually and conducts a quarterly analysis to determine (i) if there have been recent changes to each Digital Asset Market's trading volume and level of activity in the trailing twelve months, (ii) if any Digital Asset Markets have developed that the Fund has access to, or (iii) if recent changes to each Digital Asset Market's price stability have occurred that would materially impact the selection of the principal market and necessitate a change in the Fund's determination of its principal market. The following tables represent the fair value of each Fund Component using the price provided at 4:00 p.m., New York time, by the relevant Digital Asset Exchange considered to be its principal market, as determined by the Fund as of June 30, 2022:

Fund Component	Principal Market	June 30, 2022	
UNI	Coinbase Pro	\$	4.82
CRV	Coinbase Pro	\$	0.66
AMP	Coinbase Pro	\$	0.01
AAVE	Coinbase Pro	\$	54.86
MKR	Coinbase Pro	\$	869.39
COMP	Coinbase Pro	\$	44.95
YFI	Coinbase Pro	\$	5,218.00

The Fund has no fixed termination date.

Valuation of Digital Assets and Determination of Digital Asset Holdings

The Manager will evaluate the digital assets held by the Fund and determine the Digital Asset Holdings of the Fund in accordance with the relevant provisions of the Fund Documents. The following is a description of the material terms of the Fund Documents as they relate to valuation of the Fund's digital assets and the Digital Asset Holdings calculations.

At 4:00 p.m., New York time, on each business day (other than during a Fund Rebalancing Period) or as soon thereafter as practicable, the Manager will evaluate the digital assets held by the Fund and calculate and publish the Digital Asset Holdings of the Fund. The Digital Asset Holdings of the Fund will not be calculated during any Fund Rebalancing Period. To calculate the Digital Asset Holdings, the Manager will:

1. For each Fund Component then held by the Fund:
 - a. Determine the Digital Asset Reference Rate for the Fund Component as of such business day;
 - b. Multiply the Digital Asset Reference Rate by the aggregate number of tokens of the Fund Component held by the Fund as of 4:00 p.m., New York time, on the immediately preceding business day;

- c. Add the U.S. dollar value of the number of tokens of the Fund Component receivable under pending Creation Orders, if any, as calculated by multiplying the applicable Fund Component Basket Amount by the applicable Digital Asset Reference Rate, and multiplying the result by the number of Baskets pending under such pending Creation Orders; and
 - d. Subtract the U.S. dollar value of the number of tokens of the Fund Component to be distributed under pending Redemption Orders, if any, as calculated by multiplying the applicable Fund Component Basket Amount by the applicable Digital Asset Reference Rate, and multiplying the result by the number of Baskets pending under such pending redemption orders;
2. Calculate the sum of the resulting U.S. dollar values for all Fund Components then held by the Fund, as determined pursuant to paragraph 1 above;
 3. Add the aggregate U.S. dollar value of each Forked Asset then held by the Fund calculated by reference to a reputable Digital Asset Exchange as determined by the Manager or, if possible, a Digital Asset Reference Rate.
 4. Add (i) the amount of U.S. dollars then held by the Fund plus (ii) the amount of any U.S. dollars to be received by the Fund in connection with any pending creations;
 5. Subtract the amount of any U.S. dollars to be distributed under pending redemption orders;
 6. Subtract the U.S. dollar amount of accrued and unpaid Additional Fund Expenses, if any;
 7. Subtract the U.S. dollar value of the accrued and unpaid Manager's Fee as of 4:00 p.m., New York time on the immediately preceding business day (the amount derived from steps 1 through 7 above, the "Digital Asset Holdings Fee Basis Amount"); and
 8. Subtract the U.S. dollar value of the accrued and unpaid Manager's Fee that accrues for such business day, as calculated based on the Digital Asset Holdings Fee Basis Amount for such business day.

Notwithstanding the foregoing, in the event that the Manager determines that the primary methodology used to determine any of the Digital Asset Reference Rates is not an appropriate basis for valuation of the Fund's digital assets, the Manager will utilize the cascading set of rules as described in "Overview of the Digital Asset Industry and Market—Digital Asset Value—The Digital Asset Reference Rates."

The Manager will publish the Fund's Digital Asset Holdings and the Digital Asset Holdings per Share on the Fund's website as soon as practicable after its determination by the Manager. If the Digital Asset Holdings and Digital Asset Holdings per Share have been calculated using a price for a Fund Component or Forked Asset other than a Digital Asset Reference Rate, the publication on the Fund's website will note the valuation methodology used and the price per digital asset held by the Fund resulting from such calculation.

In the event of a hard fork of the network for any Fund Component, the Manager will use its discretion to determine, in good faith, which peer-to-peer network, among a group of incompatible forks of such Network, is generally accepted as such network for such Fund Component and should therefore be considered the appropriate network for such Fund Component for the Fund's purposes. The Manager will base its determination on a variety of then relevant factors, including (but not limited to) the following: (i) the Manager's beliefs regarding expectations of the core developers, users, services, businesses, miners and other constituencies and (ii) the actual continued acceptance of, mining power on, and community engagement with the relevant network.

The shareholders may rely on any evaluation furnished by the Manager. The determinations that the Manager makes will be made in good faith upon the basis of, and the Manager will not be liable for any errors contained

in, information reasonably available to it. The Manager will not be liable to the Authorized Participants, the shareholders or any other person for errors in judgment. However, the preceding liability exclusion will not protect the Manager against any liability resulting from gross negligence, willful misconduct or bad faith in the performance of its duties.

Forked Assets

From time to time, the Fund may hold positions in digital assets as a result of a fork, airdrop or similar event through which the Fund becomes entitled to another digital asset or other property by virtue of its ownership of one or more of the digital assets it then holds (each such new asset, a “Forked Asset”). Pursuant to the terms of the LLC Agreement, the Fund may take any lawful action necessary or desirable in connection with its ownership of Forked Assets. These actions may include (i) selling Forked Assets and distributing the cash proceeds to shareholders, (ii) distributing Forked Assets in kind to the shareholders or to an agent acting on behalf of the shareholders for sale by such agent if an in-kind distribution would otherwise be infeasible, (iii) irrevocably abandoning Forked Assets and (iv) holding Forked Assets until the subsequent Rebalancing Period, at which point the Manager may take any of the foregoing actions. The Fund may also use Forked Assets to pay the Manager’s Fee and Additional Fund Expenses, if any, as discussed below under “—Fund Expenses.”

The Manager intends to evaluate each fork, airdrop or similar occurrence on a case-by-case basis in consultation with the Fund’s legal advisors, tax consultants, and the Custodian, and may decide to abandon any Forked Asset resulting from a hard fork, airdrop or similar occurrence should the Manager conclude, in its discretion, that such abandonment is in the best interests of the Fund. For additional information see “Fund Objective—Forked Assets

Digital Asset Reference Rates

The Fund values its digital assets for operational purposes by reference to Digital Asset Reference Rates. Historically, the Digital Asset Reference Rate for each Fund Component at any time has been the Old Indicative Price (as defined below) for such Fund Component as of 4:00 p.m., New York time, on the most recent business day, as determined by CoinDesk Indices, Inc. (in this capacity, the “Reference Rate Provider”).

The “Old Indicative Price” is a volume-weighted average price in U.S. dollars for the Fund Component for the immediately preceding 24-hour period derived from data collected from Digital Asset Exchanges trading such Fund Component selected by the Reference Rate Provider (each, a “Constituent Exchange”).

The Reference Rate Provider may also provide an “Index Price” for a Fund Component which is determined by the Reference Rate Provider by further cleansing and compiling the trade data used to determine the Old Indicative Price in such a manner as to algorithmically reduce the impact of anomalous or manipulative trading. This is accomplished by adjusting the weight of each data input based on price deviation relative to the observable set, as well as recent and long-term trading volume for such Fund Component at each venue relative to the observable set. The Reference Rate Provider is able to calculate the Index Price for a particular Fund Component if the Reference Rate Provider determines in its sole discretion that sufficient current and historical trade data inputs exist for such Fund Component in order to generate such Index Price using the Reference Rate Provider’s algorithms.

As of June 30, 2022, the Digital Asset Reference Rate for each Fund Component was an Old Indicative Price.

Effective July 1, 2022, the Digital Asset Reference Rate for each Fund Component is the reference rate used by the Index Provider to constitute the DFX. The reference rate used by the Index Provider for each Index Component is a volume-weighted average price in U.S. dollars for the Index Component for the immediately preceding 60-minute period derived from data collected from Constituent Exchanges (such price, an “Indicative Price”). As of the date of this Disclosure Statement, the Digital Asset Reference Rate for each Fund Component is an Indicative

Price. All references to the Digital Asset Holdings and Digital Asset Holdings per Share of the Fund in this Disclosure Statement for periods prior to July 1, 2022 have been calculated using Indicative Prices. For the period from July 14, 2021 (the commencement of the Fund's operations) to June 30, 2022, the average difference in Digital Asset Holdings of the Fund as calculated using the Old Indicative Price and the Indicative Price of each Fund Component was 0.74%.

The Index Provider may use Index Prices as the reference rate for an Index Component in the future, and if it does so, then the Manager will use an Index Price for the relevant Fund Component. The Manager expects that such Index Price would be calculated in the same manner as described above, except that it would cleanse and compile trade data used to determine the Indicative Price, instead of the Old Indicative Price.

The Reference Rate Provider has sole discretion over the determination of Digital Asset Reference Rates and may change the methodologies for determining the Digital Asset Reference Rates from time to time. If the Digital Asset Reference Rate for a Fund Component becomes unavailable, or if the Manager determines in good faith that such Digital Asset Reference Rate does not reflect an accurate price for such Fund Component, then the Manager will, on a best efforts basis, contact the Reference Rate Provider to obtain the Digital Asset Reference Rate directly from the Reference Rate Provider. If after such contact such Digital Asset Reference Rate remains unavailable or the Manager continues to believe in good faith that such Digital Asset Reference Rate does not reflect an accurate price for the relevant digital asset, then the Manager will employ a cascading set of rules to determine the Indicative Price, as described in “Overview of the Digital Asset Industry and Market—Fund Component Value—Digital Asset Reference Rates.”

Constituent Exchange Selection

The Constituent Exchanges used to derive Digital Asset Reference Rates are selected by the Reference Rate Provider utilizing a methodology that is guided by the International Organization of Securities Commissions (“IOSCO”) principles for financial benchmarks. For an exchange to become a Constituent Exchange, it must satisfy the criteria listed below (the “Inclusion Criteria”):

- Sufficient liquidity;
- Appropriate trading opportunities;
- Real-time price discovery;
- Limited or no capital controls;
- Transparent ownership; and
- Applicable legal and regulatory compliance
- Must be a US-domiciled exchange or a non-US domiciled exchange that is able to service US investors;
- Must offer programmatic spot trading of the trading pair;
- Reliably publish trade prices and volumes on a real-time basis through APIs;
- No undisclosed restrictions on deposits or withdrawals from user accounts;
- Must have a publicly known ownership entity; and

- Compliance with applicable U.S. federal and state licensing requirements and practices regarding AML and KYC regulations and other policies designed to comply with relevant regulations that might apply to it, or its users based on relevant jurisdiction.

A Digital Asset Exchange is removed from the Constituent Exchanges when it no longer satisfies the criteria for inclusion. The Reference Rate Provider does not currently include data from over-the-counter markets or derivatives platforms among the Constituent Exchanges. Over-the-counter data is not currently included because of the potential for trades to include a significant premium or discount paid for larger liquidity, which creates an uneven comparison relative to more active markets. There is also a higher potential for over-the-counter transactions to not be arms-length, and thus not be representative of a true market price. Digital asset derivative markets are also not currently included as the markets remain relatively thin. While the Reference Rate Provider has no plans to include data from over-the-counter markets or derivative platforms at this time, the Reference Rate Provider will consider IOSCO principles for financial benchmarks the management of trading venues of digital asset derivatives and the aforementioned Inclusion Criteria when considering whether to include over-the-counter or derivative platform data in the future.

The Reference Rate Provider and the Manager have entered into an index license agreement (the “Index License Agreement”) governing the Manager’s use of the Digital Asset Reference Rates. The Reference Rate Provider may adjust the calculation methodology for a Digital Asset Reference Rate without notice to, or consent of, the Fund or its shareholders. The Reference Rate Provider may decide to change the calculation methodology to maintain the integrity of the Indicative Price calculation should it identify or become aware of previously unknown variables or issues with the existing methodology that it believes could materially impact its performance and/or reliability. The Reference Rate Provider has sole discretion over the determination of Digital Asset Reference Rates and may change the methodologies for determining the Digital Asset Reference Rates from time to time. Shareholders will be notified of any material changes to the calculation methodology or the Digital Asset Reference Rates in the Fund’s current reports and will be notified of all other changes that the Manager considers significant in the Fund’s periodic reports. The Fund will determine the materiality of any changes to the Digital Asset Reference Rates on a case-by-case basis, in consultation with external counsel.

The Reference Rate Provider may change the trading venues that are used to calculate a Digital Asset Reference Rate or otherwise change the way in which a Digital Asset Reference Rate is calculated at any time. For example, the Reference Rate Provider has scheduled quarterly reviews in which it may add or remove Constituent Exchanges that satisfy or fail the Inclusion Criteria. The Reference Rate Provider does not have any obligation to consider the interests of the Manager, the Fund, the shareholders, or anyone else in connection with such changes. While the Reference Rate Provider is not required to publicize or explain the changes or to alert the Manager to such changes, it has historically notified the Fund of any material changes to the Constituent Exchanges, including any additions or removals of the Constituent Exchanges, in addition to issuing press releases in connection with the same in accordance with its index review and index change communication policies. Although the Digital Asset Reference Rate methodology is designed to operate without any manual intervention, rare events would justify manual intervention. Intervention of this kind would be in response to non-market-related events, such as the halting of deposits or withdrawals of funds on a Digital Asset Exchange, the unannounced closure of operations on a Digital Asset Exchange, insolvency or the compromise of user funds. In the event that such an intervention is necessary, the Reference Rate Provider would issue a public announcement through its website, API and other established communication channels with its clients.

Determination of Digital Asset Reference Rates

Effective as of July 1, 2022 all of the Digital Asset Reference Rates are Indicative Prices.

The Indicative Price is calculated by multiplying the average price on each Constituent Exchange by the trading volume on such Constituent Exchange for the prior 60 minutes, multiplied by the Constituent Exchange’s

weighting based on trading volume relative to the other Constituent Exchanges included in the Reference Rate. Each Constituent Exchange is weighted relative to its share of trading volume to the trading volume of all Constituent Exchanges. As such, price inputs from Constituent Exchanges with higher trading volumes will be weighted more heavily in calculating the Indicative Price than price inputs from Constituent Exchanges with lower trading volumes. Price and volume inputs are weighted as received with no further adjustments made to the weighting of each exchange based on market anomalies observed on a Constituent Exchange or otherwise.

Illustrative Example

For purposes of illustration, outlined below is an example using a limited number of trades.

Venue	Average Price	Volume	Notional	Weight	Indicative Price Contribution
Exchange 1	999.12	800	799,296	53.33%	532.60
Exchange 2	997.23	500	498,615	33.33%	332.25
Exchange 3	996.65	200	199,330	13.33%	132.82
Indicative Price	—	1,500	1,497,241	—	997.67

If the Digital Asset Reference Rate for a Fund Component becomes unavailable, or if the Manager determines in good faith that such Digital Asset Reference Rate does not reflect an accurate price for such Fund Component, then the Manager will, on a best efforts basis, contact the Reference Rate Provider to obtain the Digital Asset Reference Rate directly from the Reference Rate Provider. If after such contact such Digital Asset Reference Rate remains unavailable or the Manager continues to believe in good faith that such Digital Asset Reference Rate does not reflect an accurate price for the relevant digital asset, then the Manager will employ a cascading set of rules to determine the Indicative Price, as described below in “—Determination of Digital Asset Reference Rates When Indicative Prices and Index Prices are Unavailable.”

Determination of Digital Asset Reference Rates When Indicative Prices and Index Prices are Unavailable

On January 11, 2022, the Manager changed the cascading set of rules used to determine the Indicative Price. In case of the unavailability of Indicative Prices for a particular Fund Component, the Manager will use the following cascading set of rules to calculate the Digital Asset Reference Rates for that Fund Component. For the avoidance of doubt, the Manager will employ the below rules sequentially and in the order as presented below, should one or more specific rule(s) fail:

1. Digital Asset Reference Rate = The price set by the relevant Indicative Price or Index Price as of 4:00 p.m., New York time, on the valuation date. If the relevant Indicative Price or Index Price becomes unavailable, or if the Manager determines in good faith that the Indicative Price or Index Price does not reflect an accurate digital asset price, then the Manager will, on a best efforts basis, contact the Reference Rate Provider to obtain the Digital Asset Reference Rate directly from the Reference Rate Provider. If after such contact the Indicative Price or Index Price remains unavailable or the Manager continues to believe in good faith that the Indicative Price or Index Price does not reflect an accurate price for the relevant digital asset, then the Manager will employ the next rule to determine the Digital Asset Reference Rate. There are no predefined criteria to make a good faith assessment and it will be made by the Manager in its sole discretion.
2. Digital Asset Reference Rate = The price set by Coin Metrics Real-Time Rate as of 4:00 p.m., New York time, on the valuation date (the “Secondary Digital Asset Reference Rate”). The Secondary Digital Asset Reference Rate is a real-time reference rate price, calculated using trade data from constituent markets selected by Coin Metrics (the “Secondary Reference Rate Provider”). The Secondary Digital Asset Reference Rate is calculated by applying weighted-median techniques to such trade data where half the weight is derived from the trading volume on each constituent market and half is derived from inverse price variance, where a constituent market with high price variance as a result

of outliers or market anomalies compared to other constituent markets is assigned a smaller weight. If the Secondary Digital Asset Reference Rate for the relevant Fund Component becomes unavailable, or if the Manager determines in good faith that the Secondary Digital Asset Reference Rate does not reflect an accurate price for such Fund Component, then the Manager will, on a best efforts basis, contact the Secondary Reference Rate Provider to obtain the Secondary Digital Asset Reference Rate directly from the Secondary Reference Rate Provider. If after such contact the Secondary Digital Asset Reference Rate remains unavailable or the Manager continues to believe in good faith that the Secondary Digital Asset Reference Rate does not reflect an accurate price for such Fund Component, then the Manager will employ the next rule to determine the Digital Asset Reference Rate. There are no predefined criteria to make a good faith assessment and it will be made by the Manager in its sole discretion.

3. Digital Asset Reference Rate = The price set by the Fund's principal market for the relevant Fund Component (the "Tertiary Pricing Option") as of 4:00 p.m., New York time, on the valuation date. The Tertiary Pricing Option is a spot price derived from the relevant principal market's public data feed that is believed to be consistently publishing pricing information as of 4:00 p.m., New York time, and is provided to the Manager via an application programming interface. If the Tertiary Pricing Option becomes unavailable, or if the Manager determines in good faith that the Tertiary Pricing Option does not reflect an accurate price for such Fund Component, then the Manager will, on a best efforts basis, contact the Tertiary Pricing Provider to obtain the Tertiary Pricing Option directly from the Tertiary Pricing Provider. If after such contact the Tertiary Pricing Option remains unavailable after such contact or the Manager continues to believe in good faith that the Tertiary Pricing Option does not reflect an accurate price for such Fund Component, then the Manager will employ the next rule to determine the Digital Asset Reference Rate. There are no predefined criteria to make a good faith assessment and it will be made by the Manager in its sole discretion.
4. Digital Asset Reference Rate = The Manager will use its best judgment to determine a good faith estimate of the Digital Asset Reference Rate. There are no predefined criteria to make a good faith assessment and it will be made by the Manager in its sole discretion.

In the event of a fork, the Reference Rate Provider may calculate the Digital Asset Reference Rate based on a digital asset that the Manager does not believe to be the appropriate asset that is held by the Fund. In this event, the Manager has full discretion to use a different reference rate provider or calculate the Digital Asset Reference Rate itself using its best judgment.

The Manager may, in its sole discretion, select a different reference rate provider, select a different indicative or index rate provided by the Reference Rate Provider, calculate the Indicative Price or Index Price by using the cascading set of rules set forth above, or change the cascading set of rules set forth above at any time.

Creation and Redemption of Shares

The following is a description of the material terms of the Fund Documents as they relate to the creation of the Fund's Shares on a periodic basis from time to time through sales in private placement transactions exempt from the registration requirements of the Securities Act.

The Fund Documents also provide procedures for the redemption of Shares. However, the Fund does not currently operate a redemption program and the Shares are not currently redeemable. Subject to receipt of regulatory approval from the SEC and approval by the Manager in its sole discretion, the Fund may in the future operate a redemption program. ***Because the Fund does not believe that the SEC would, at this time, entertain an application for the waiver of rules needed in order to operate an ongoing redemption program, the Fund currently has no intention of seeking regulatory approval from the SEC to operate an ongoing redemption program.*** Further, the Fund is registered and regulated as a private fund under the Private Funds Act (As Revised)

of the Cayman Islands (the “Private Funds Act”). The Cayman Islands Monetary Authority has supervisory and enforcement powers to ensure the Fund’s compliance with the Private Funds Act. Before the Fund is able to effect open redemptions as an open-ended Fund, it will be required to meet the requirements of, and register with, the Cayman Islands Monetary Authority and be regulated as a mutual fund under the Mutual Funds Law (As Revised) of the Cayman Islands.

The Fund will issue Shares to Authorized Participants from time to time, but only in one or more Baskets (with a Basket being a block of 100 Shares). The Fund will not issue fractions of a Basket. The creation of Baskets will be made only in exchange for the delivery to the Fund, or the distribution by the Fund, of the number of whole and fractional tokens of each Fund Component represented by each Basket being created plus cash representing the Forked Asset Portion, if any, and the Cash Portion, if any. The number of tokens of each Fund Component required to be delivered in connection with a Basket is calculated by dividing the total number of tokens of such Fund Component held by the Fund at 4:00 p.m., New York time, on the trade date of a creation or redemption order, after deducting all accrued but unpaid Fund Component Fee Amounts for such Fund Component and the number of tokens of such Fund Component payable as a portion of Additional Fund Expenses (in each case, determined using the applicable Digital Asset Reference Rate), by the number of Shares outstanding at such time (the quotient so obtained calculated to one one-hundred-millionth (i.e., carried to the eighth decimal place)), and multiplying such quotient by 100. We refer to the number of tokens of each Fund Component so obtained as the “Fund Component Basket Amount.” If the Fund holds any Forked Assets that can be reasonably valued in the sole discretion of the Manager, each Basket created will also require the delivery of an amount of cash determined by dividing the aggregate U.S. dollar value of all of such Forked Assets by the total number of Shares outstanding at such time (the quotient so obtained calculated to one one-hundred-millionth (i.e., carried to the eighth decimal place)) and multiplying the quotient so obtained by 100 (such product, the “Forked Asset Portion”). If the Fund holds any cash in U.S. dollars or other fiat currency, each Basket created will also require the delivery of an amount of U.S. dollars or other fiat currency (as converted into U.S. dollars at the applicable exchange rate as of 4:00 p.m., New York time, on each business day) determined by dividing the amount of cash held by the Fund by the total number of Shares outstanding at such time (the quotient so obtained calculated to one one-hundred-millionth (i.e., carried to the eighth decimal place)), and multiplying such quotient by 100 (the “Cash Portion”). The Manager will generally consider it possible to assign a reasonable value to a Forked Asset if such Forked Asset is traded on at least one exchange meeting the criteria of the Reference Rate Provider. We refer to the sum of the Fund Component Basket Amounts for all Fund Components then held by the Fund, the Forked Asset Portion, if any, and the Cash Portion, if any, as the “Basket Amount.”

All questions as to the calculation of the Basket Amount will be conclusively determined by the Manager and will be final and binding on all persons interested in the Fund. The Basket Amount multiplied by the number of Baskets being created or redeemed is the “Total Basket Amount.” Except as otherwise affected by a rebalancing of the Fund’s portfolio, the number of Fund Components represented by a Share is generally expected to gradually decrease over time as the Fund Components are used to pay the Fund’s expenses. As of June 30, 2022, each Share represents approximately 1.3543 UNI, 2.2519 CRV, 126.4497 AMP, 0.0212 AAVE, 0.0013 MKR, 0.0136 COMP and 0.00005 YFI.

Authorized Participants are the only persons that may place orders to create Baskets. Each Authorized Participant must (i) enter into a Participant Agreement with the Manager and (ii) own digital asset wallet addresses and bank accounts that are recognized by the Manager and the Custodian as belonging to the Authorized Participant or such Authorized Participant’s Liquidity Provider.

An Authorized Participant may act for its own account or as agent for investors who have entered into a subscription agreement the Authorized Participant (each such investor, an “Investor”). An investor that enters into a subscription agreement with an Authorized Participant subscribes for Shares by submitting a purchase order and paying a subscription amount to the Authorized Participant. At this time, subscription amounts may be paid

only in cash. After an Investor wires its cash, the Authorized Participant purchases digital assets through Digital Asset Markets or, to the extent the Authorized Participant already holds the applicable digital assets, its own balance sheet of digital assets. Depending on whether the Investor wires cash to the Authorized Participant before or after 4:00 p.m. New York time, the Investor's Shares will be created based on the same or next Business Day's Digital Asset Holdings and the risk of any price volatility in the digital assets during this time will be borne by the Authorized Participant.

The creation of Baskets requires the delivery to the Fund of the Total Basket Amount.

The Participant Agreement provides the procedures for the creation of Baskets and for the delivery of Fund Components and cash required for such creations. The Participant Agreement and the related procedures attached thereto may be amended by the Manager and the relevant Authorized Participant. Under the Participant Agreement, the Manager has agreed to indemnify each Authorized Participant against certain liabilities, including liabilities under the Securities Act.

Authorized Participants do not pay a transaction fee to the Fund in connection with the creation of Baskets, but there may be transaction fees associated with the validation of the transfer of digital assets on the relevant Digital Asset Networks.

The following description of the procedures for the creation of Baskets is only a summary and investors should refer to the relevant provisions of the LLC Agreement and the form of Participant Agreement for more detail.

Creation Procedures

On any business day, an Authorized Participant may order one or more Creation Baskets from the Fund by placing a creation order with the Manager no later than 4:00 p.m., New York time, which the Manager will accept or reject. By placing a creation order, an Authorized Participant agrees to transfer the Total Basket Amount from a digital wallet address that is known to the Custodian as belonging to the Authorized Participant, or Liquidity Provider on behalf of the Authorized Participant, to the Fund Accounts.

All creation orders are accepted (or rejected) by the Manager on the business day on which the relevant creation order is placed. If a creation order is accepted, the Manager will calculate the Total Basket Amount on the same business day, which will be the trade date, and will communicate the Total Basket Amount to the Authorized Participant. The Authorized Participant, or Liquidity Provider on behalf of the Authorized Participant, must transfer the Total Basket Amount to the Fund no later than 6:00 p.m., New York time, on the trade date. The expense and risk of delivery, ownership and safekeeping of the Fund Components and U.S. dollars transferred by the Authorized Participant will be borne solely by the Authorized Participant until such Fund Components and U.S. dollars have been received by the Fund.

Following receipt of the Total Basket Amount, the Transfer Agent will credit the number of Shares to the account of the Investor on behalf of which the Authorized Participant placed the creation order by no later than 6:00 p.m., New York time, on the trade date. The Authorized Participant may then transfer such Shares directly to the relevant Investor.

Redemption Procedures

Redemptions of Shares are currently not permitted and the Fund is unable to redeem Shares. Subject to receipt of regulatory approval from the SEC and approval by the Manager in its sole discretion, the Fund may in the future operate a redemption program. ***Because the Fund does not believe that the SEC would, at this time, entertain an application for the waiver of rules needed in order to operate an ongoing redemption program, the Fund currently has no intention of seeking regulatory approval from the SEC to operate an ongoing redemption program.*** For a discussion of risks relating to the Fund's inability to redeem Shares, see "Risk Factors—Risk

Factors Related to the Fund and the Shares—Because of the holding period under Rule 144, the lack of an ongoing redemption program and the Funds ability to halt creations from time to time, there is no arbitrage mechanism to keep the value of the Shares closely linked to the Digital Asset Reference Rates and the Shares may trade at a substantial premium over, or substantial discount to, the Digital Asset Holdings per Share” and “Risk Factors—Risk Factors Related to the Fund and the Shares—The restrictions on transfer and redemption may result in losses the value of the Shares.”

If permitted, the procedures by which an Authorized Participant can redeem one or more Baskets will mirror the procedures for the creation of Baskets. On any business day, an Authorized Participant may place a redemption order no later than 4:00 p.m., New York time, which the Manager will accept or reject. By placing a redemption order, an Authorized Participant agrees to deliver to the Manager the Baskets to be redeemed through the book-entry system to the Fund. The redemption procedures do not allow a shareholder other than an Authorized Participant to redeem Shares.

All redemption orders are accepted (or rejected) by the Manager on the business day on which the relevant redemption order is placed. If a redemption order is accepted, the Manager will calculate the Total Basket Amount on the same business day, which will be the trade date, and will communicate the Total Basket Amount to the Authorized Participant. The Manager will then direct the Transfer Agent to debit the account of the Investor on behalf of which the Authorized Participant placed the redemption order the number of Redemption Baskets ordered no later than 6:00 p.m., New York time, on the trade date.

Following receipt of confirmation by the Transfer Agent that the Redemption Baskets have been debited, the Manager or its delegates will instruct the Custodian to send the Authorized Participant the Total Basket Amount by no later than 6:00 p.m., New York time, on the trade date.

Suspension or Rejection of Orders and Total Basket Amount

The creation or, if permitted, redemption of Shares may be suspended generally, or refused with respect to particular requested creations or redemptions, during any period when the transfer books of the Transfer Agent are closed or if circumstances outside the control of the Manager or its delegates make it for all practical purposes not feasible to process such creation orders or redemption orders. The Manager may reject an order or, after accepting an order, may cancel such order by rejecting the Total Basket Amount, in the case of creations, or the Baskets to be redeemed, in the case of redemptions, if (i) such order is not presented in proper form as described in the Participant Agreement, (ii) the transfer of the Total Basket Amount, in the case of creations, comes from accounts other than a digital wallet address that is known to the Custodian as belonging to the Authorized Participant or (iii) the fulfillment of the order, in the opinion of counsel, might be unlawful, among other reasons. None of the Manager or its delegates will be liable for the suspension, rejection or acceptance of any creation order, redemption order or Total Basket Amount.

Tax Responsibility

Authorized Participants are responsible for any transfer tax, sales or use tax, stamp tax, recording tax, value added tax or similar tax or governmental charge applicable to the creation (or, should the Fund commence a redemption program, redemption) of Baskets, regardless of whether such tax or charge is imposed directly on the Authorized Participant, and agree to indemnify the Manager and the Fund if the Manager or the Fund is required by law to pay any such tax, together with any applicable penalties, additions to tax or interest thereon.

Fund Expenses

The Fund’s only ordinary recurring expense is expected to be the Manager’s Fee. The Manager’s Fee will accrue daily in U.S. dollars at an annual rate of 2.5% of the Fund’s Digital Asset Holdings Fee Basis Amount as of 4:00

p.m., New York time, and will generally be paid in the tokens of the Fund Components then held by the Fund in proportion to each Fund Component's Weighting. For any day that is not a business day or in a Rebalancing Period, the Manager's Fee will accrue in U.S. dollars at a rate of 2.5% of the Digital Asset Holdings Fee Basis Amount of the Fund from the most recent business day, reduced by the accrued and unpaid Manager's Fee for such most recent business day and for each day after such most recent business day and prior to the relevant calculation date. The U.S. dollar amount of the Manager's Fee will be converted into Fund Components on a daily basis by multiplying such U.S. dollar amount by the Weighting for each Fund Component and dividing the resulting product for each Fund Component by the Digital Asset Reference Rate for such Fund Component on such day. We refer to the number of tokens of each Fund Component payable as the Manager's Fee for any day as a "Fund Component Fee Amount." For any day that is not a business day or during a Fund Rebalancing Period for which the Digital Asset Holdings Fee Basis Amount is not calculated, the amount of each Fund Component payable in respect of such day's U.S. dollar accrual of the Manager's Fee will be determined by reference to the Fund Component Fee Amount from the most recent business day. Payments of the Manager's Fee will be made monthly in arrears.

To pay the Manager's Fee, the Manager will instruct the Custodian to (i) withdraw from the relevant Digital Asset Account the number of tokens for each Fund Component then held by the Fund equal to the Fund Component Fee Amount for such Fund Component and (ii) transfer such tokens of all Fund Components to accounts maintained by the Manager at such times as determined by the Manager in its absolute discretion. If the Fund holds any Forked Assets or cash, the Fund may also pay all or a portion of the Manager's Fee in Forked Assets and/or cash in lieu of paying the Manager's Fee in Fund Components, in which case, the Fund Component Fee Amounts in respect of such payment will be correspondingly and proportionally reduced.

After the payment of the Manager's Fee to the Manager, the Manager may elect to convert any digital assets it receives into U.S. dollars. The rate at which the Manager converts such digital assets into U.S. dollars may differ from the rate at which the Manager's Fee was initially determined. The Fund will not be responsible for any fees and expenses incurred by the Manager to convert digital assets received in payment of the Manager's Fee into U.S. dollars. The Manager, from time to time, may temporarily waive all or a portion of the Manager's Fee at its discretion. Presently, the Manager does not intend to waive any of the Manager's Fee.

As partial consideration for its receipt of the Manager's Fee, the Manager has assumed the obligation to pay the Manager-paid Expenses. There is no cap on such Manager-Paid Expenses. The Manager has not assumed the obligation to pay Additional Fund Expenses. If Additional Fund Expenses are incurred, the Manager will (i) withdraw Fund Components from the Digital Asset Accounts in proportion to their respective Weightings at such time and in such quantity as may be necessary to permit payment of such Additional Fund Expenses and (ii) may either (x) cause the Fund to convert such Fund Components into U.S. dollars or other fiat currencies at the Actual Exchange Rate or (y) cause the Fund (or its delegate) to deliver such Fund Components in kind in satisfaction of such Additional Fund Expenses. If the Fund holds cash and/or Forked Assets, the Fund may also pay all or a portion of the Additional Fund Expenses in cash or Forked Assets instead of Fund Components, in which case, the amount of Fund Components that would otherwise have been used to satisfy such Additional Fund Expenses will be correspondingly and proportionally reduced.

The fractional number of Fund Components, or the amount of Forked Assets and/or cash, represented by each Share will decline each time the Fund pays the Manager's Fee or any Additional Fund Expenses by transferring or selling Fund Components, Forked Assets and/or cash.

Impact of Fund Expenses on the Fund's Digital Asset Holdings

The Fund will pay the Manager's Fee to the Manager in Fund Components held by the Fund, in cash or in Forked Assets. In addition, the Fund will sell Fund Components to raise the funds needed for the payment of any Additional Fund Expenses or will pay Additional Fund Expenses in Fund Components held by the Fund, cash or

Forked Assets. Fund Components, as well as the value of any cash or Forked Assets held by the Fund, will be the Fund's sole source of funds to cover the Manager's Fee and any Additional Fund Expenses. The Fund will not engage in any activity designed to derive a profit from changes in the price of Fund Components or any Forked Assets. Because the number of Fund Components, or the amount of Forked Assets and/or cash, held by the Fund will decrease when Fund Components are used to pay the Manager's Fee or any Additional Fund Expenses, it is expected that the fractional number of Fund Components, or the amount of Forked Assets and/or cash, represented by each Share will gradually decrease over the life of the Fund. Accordingly, the shareholders will bear the cost of the Manager's Fee and Additional Fund Expenses. New digital assets that are transferred into the Digital Asset Accounts in exchange for new Baskets issued by the Fund will not reverse this trend.

Hypothetical Expense Example

The following tables illustrate the anticipated impact of the payment of the Fund's expenses on the number of Fund Components represented by each outstanding Share for three years, on a per Fund Component and aggregate basis, assuming that the Fund does not make any payments using any cash or Forked Assets. Each table assumes that the only transfers of Fund Components will be those needed to pay the Manager's Fee and that the price of each Fund Component and the number of Shares remain constant during the three-year period covered. The tables do not show the impact of any Additional Fund Expenses. Any Additional Fund Expenses, if and when incurred, will accelerate the decrease in the fractional number of Fund Components represented by each Share. In addition, the tables do not show the effect of any waivers of the Manager's Fee that may be in effect from time to time.

	Year					
	1		2		3	
Digital Asset 1						
Hypothetical average price per Fund Component 1 held by the Fund	\$	10.00	\$	10.00	\$	10.00
Hypothetical average weight of Fund Component 1 in the Fund		50.00%		50.00%		50.00%
Contribution of Fund Component 1 to Digital Asset Holdings per Share (before fees)	\$	5.00	\$	4.85	\$	4.70
Manager’s Fee		2.50%		2.50%		2.50%
Manager’s Fee Paid from Fund Component 1 on a per Share Basis	\$	0.15	\$	0.15	\$	0.14
Contribution of Fund Component 1 to Digital Asset Holdings per Share (after fees)	\$	4.85	\$	4.70	\$	4.56
Digital Asset 2						
Hypothetical average price per Fund Component 2 held by the Fund	\$	10.00	\$	10.00	\$	10.00
Hypothetical average weight of Fund Component 2 in the Fund		50.00%		50.00%		50.00%
Contribution of Fund Component 2 to Digital Asset Holdings per Share (before fees)	\$	5.00	\$	4.85	\$	4.70
Manager’s Fee		2.50%		2.50%		2.50%
Manager’s Fee Paid from Fund Component 2 on a per Share Basis	\$	0.15	\$	0.15	\$	0.14
Contribution of Fund Component 2 to Digital Asset Holdings per Share (after fees)	\$	4.85	\$	4.70	\$	4.56

	Year		
	1	2	3
<i>Impact on Digital Asset Holdings</i>			
Hypothetical Digital Asset Holdings per Share for Fund (before fees)	\$ 10.00	\$ 10.00	\$ 10.00
Manager's Fee	2.50%	2.50%	2.50%
Shares of Fund, beginning	100,000.00	100,000.00	100,000.00
Hypothetical value of Fund Components in Fund	\$ 1,000,000.00	\$ 970,000.00	\$ 940,900.00
Beginning Digital Asset Holdings of the Fund	\$ 1,000,000.00	\$ 970,000.00	\$ 940,900.00
Value of Fund Components to be delivered to cover the Manager's Fee	\$ 30,000.00	\$ 29,100.00	\$ 28,227.00
Ending Digital Asset Holdings of the Fund	\$ 970,000.00	\$ 940,900.00	\$ 912,673.00
Ending Digital Asset Holdings per Share	\$ 9.70	\$ 9.41	\$ 9.13

Discretion of the Manager, Index Provider and Reference Rate Provider

The Manager has sole discretion to replace the DFX with a different DeFi index and sole discretion to replace the Index Provider with a different DeFi index provider, and may replace either the DFX or the Index Provider from time to time. The Index Provider has sole discretion over the DFX Methodology and may change it from time to time. The current DFX Methodology and current Index Components are available at the Index Provider's public website, at <https://tradeblock.com/markets/dfx/>. The Reference Rate Provider has sole discretion over the determination of Digital Asset Reference Rates and may change the methodologies for determining the Digital Asset Reference Rates from time to time.

RISK FACTORS

An investment in the Shares involves certain risks as described below. These risks should also be read in conjunction with the other information included in this Disclosure Statement, including the Fund's financial statements and related notes thereto. See "Glossary of Defined Terms" for the definition of certain capitalized terms used in this Disclosure Statement. All other capitalized terms used, but not defined, herein have the meanings given to them in the LLC Agreement.

Risk Factors Related to Digital Assets

The trading prices of many digital assets, including the Fund Components, have experienced extreme volatility in recent periods and may continue to do so. Extreme volatility in the future, including further declines in the trading prices of digital assets could have a material adverse effect on the value of the Shares and the Shares could lose all or substantially all of their value.

The trading prices of many digital assets, including those held by the Fund, have experienced extreme volatility in recent periods and may continue to do so. For instance, there were steep increases in the value of certain digital assets, including the Fund Components, over the course of 2017, and multiple market observers asserted that digital assets were experiencing a "bubble." These increases were followed by steep drawdowns throughout 2018 in digital asset trading prices. These drawdowns notwithstanding, digital asset prices increased significantly again during 2019, decreased significantly again in the first quarter of 2020 amidst broader market declines as a result of the novel coronavirus outbreak and increased significantly again over the remainder of 2020 and the first quarter of 2021. Digital asset prices continued to experience significant and sudden changes throughout 2021 followed by steep drawdowns in the fourth quarter of 2021 and to date in 2022.

Extreme volatility may persist and the value of the Shares may significantly decline in the future without recovery. Moreover, digital asset platforms are relatively new and the Digital Asset Markets may still be experiencing a bubble or may experience a bubble again in the future. For example, in the first half of 2022, each of Celsius Network, Voyager Digital Ltd., and Three Arrows Capital declared bankruptcy, resulting in a loss of confidence in participants of the digital asset ecosystem and negative publicity surrounding digital assets more broadly. In November 2022, FTX, the third largest Digital Asset Exchange by volume at the time, halted customer withdrawals amid rumors of the company's liquidity issues and likely insolvency, which were subsequently corroborated by its CEO. Shortly thereafter, FTX's CEO resigned and FTX and several affiliates of FTX filed for bankruptcy. Around the same time, approximately \$300-600 million of digital assets were removed from FTX and it is unclear whether such removal was the result of a hack, or other improper activity. In response to these events, the Digital Asset Markets have experienced extreme price volatility and several other entities in the digital asset industry have been, and may continue to be, negatively affected, further undermining confidence in the Digital Asset Markets. These events have also negatively impacted the liquidity of the Digital Asset Markets as certain entities affiliated with FTX engaged in significant trading activity. If the liquidity of the Digital Asset Markets continues to be negatively impacted by these events, digital asset prices may continue to experience significant volatility and confidence in the Digital Asset Markets may be further undermined. These events are continuing to develop and it is not possible to predict at this time all of the risks that they may pose to the Fund, its service providers or on the digital asset industry as a whole.

Extreme volatility in the future, including further declines in the trading prices of the Fund Components, could have a material adverse effect on the value of the Shares and the Shares could lose all or substantially all of their value. Furthermore, negative perception, a lack of stability and standardized regulation in the digital asset economy may reduce confidence in the digital asset economy and may result in greater volatility in the prices of the Fund Components and other digital assets, including a depreciation in value. The Fund is not actively managed and it will not take any actions to take advantage, or mitigate, the impacts of volatility in the price of Fund

Components. For additional information that quantifies the volatility of the Fund Components, see “Management’s Discussion and Analysis—Historical Fund Component Prices.”

Digital assets were only introduced within the past two decades, and the medium-to-long term value of the Shares is subject to a number of factors relating to the capabilities and development of blockchain technologies and to the fundamental investment characteristics of digital assets.

Digital assets were only introduced within the past two decades, and the Fund Components were developed even more recently, and the medium- to long-term value of the Shares is subject to a number of factors relating to the capabilities and development of blockchain technologies, such as the recentness of their development, their dependence on the internet and other technologies, their dependence on the role played by users, developers and miners and the potential for malicious activity. For example, the realization of one or more of the following risks could materially adversely affect the value of the Shares:

- Digital Asset Networks and the software used to operate them are in the early stages of development. Given the recentness of the development of Digital Asset Networks, digital assets may not function as intended and parties may be unwilling to use digital assets, which would dampen the growth, if any, of Digital Asset Networks.
- The loss or destruction of a private key required to access a digital asset may be irreversible. If a private key is lost, destroyed or otherwise compromised and no backup of the private key is accessible, the owner would be unable to access the digital assets held in the Digital Asset Account corresponding to that private key and the private key will not be capable of being restored by the network of such digital asset.
- Digital asset mining operations can consume significant amounts of electricity, which may have a negative environmental impact and give rise to public opinion against allowing, or government regulations restricting, the use of electricity for mining operations. Additionally, miners may be forced to cease operations during an electricity shortage or power outage.
- The open-source nature of many Digital Asset Network protocols means that developers and other contributors are generally not directly compensated for their contributions in maintaining and developing such protocols. As a result, the developers and other contributors of a particular digital asset may lack a financial incentive to maintain or develop the network, or may lack the resources to adequately address emerging issues. Alternatively, some developers may be funded by companies whose interests are at odds with other participants in a particular Digital Asset Network. If any Digital Asset Network does not successfully develop its policies on supply and issuance, or does so in a manner that is not attractive to network participants, there may not be sufficient network level support for such network, which could lead to a decline in the support and price of such digital asset.
- Many Digital Asset Networks are in the process of implementing software upgrades and other changes to their protocols. In addition, the acceptance of software patches or upgrades by a significant, but not overwhelming, percentage of the users, validators and/or miners in a Digital Asset Network could result in a “fork” or a “clone” in such network’s blockchain, resulting in the operation of multiple separate networks. See “—Risk Factors Related to Digital Assets—A temporary or permanent “fork” or a “clone” could adversely affect the value of the Shares” for additional information.
- Many Digital Asset Networks are in the process of developing and making significant decisions that will affect policies that govern the supply and issuance of such network’s digital assets as well as such network’s other protocols. For example, many DeFi protocols built on smart contract platforms depend on a process known as “liquidity mining” to operate. Users who engage in liquidity mining contribute tokens to a network’s digital asset pools or interact with the protocol and receive tokens in proportion to

their transaction activity. Decisions regarding liquidity mining in a Digital Asset Network, including decisions regarding liquidity mining reward amounts and distribution decisions, could lead to a decline in the support and price of such digital asset and the digital asset native to the smart contract platform on which the DeFi protocol operates.

- The cryptography known as zk-SNARKs that is used to enhance the privacy of transactions on certain Digital Asset Networks, such as the Zcash and Horizen networks, is new and could ultimately fail, resulting in less privacy than believed or no privacy at all, and could adversely affect one's ability to complete transactions on any such Digital Asset Network or otherwise adversely interfere with the integrity of the relevant blockchain. For example, on February 5, 2019, the team behind Zcash announced that it discovered a vulnerability in zk-SNARKs on March 1, 2018 that was subsequently patched in connection with a network upgrade called "Sapling" in October 2018. The vulnerability was a counterfeiting vulnerability that could have allowed an attacker to create fake ZEC on the Zcash network or fake ZEN on the Horizen network without being detected. Although the privacy features prevent one from being certain no ZEC or ZEN were counterfeited, the team behind Zcash found no evidence that counterfeiting occurred prior to the patch and believes the vulnerability has been fully remediated.
- The creators of certain Digital Asset Networks may have relied on procedures that could be vulnerable to allowing malicious actors to counterfeit tokens or cause other potential problems. For example, in implementing a type of cryptography known as zero-knowledge proofs, the creators of Zcash relied on a set of public parameters which allow users to construct and verify private transactions. Generating public parameters is similar to generating a public/private key pair, keeping the public key, and destroying the private key. Due to cryptographic limitations, these parameters had to be generated in the set-up phase of the Zcash network and involved trusted parties generating a public/private key pair. Each of these parties had exclusive access to a piece of the private key, known as a private key shard. If an attacker were to gather such private key shards and assemble a complete copy of the corresponding private key, such attacker could use it to create counterfeit Zcash tokens. The private key could be reconstructed, for example, if every participant involved in this setup process colluded to assemble and exploit the complete private key, or if the systems used to generate the public/private key pair were compromised or flawed in some way.
- Moreover, in the past, flaws in the source code for digital assets have been exposed and exploited, including flaws that disabled some functionality for users, exposed users' personal information and/or resulted in the theft of users' digital assets. The cryptography underlying the Fund Components could prove to be flawed or ineffective, or developments in mathematics and/or technology, including advances in digital computing, algebraic geometry and quantum computing, could result in such cryptography becoming ineffective. In any of these circumstances, a malicious actor may be able to take a Fund Component, which would adversely affect the value of the Shares. Moreover, functionality of the Digital Asset Network of a Fund Component may be negatively affected such that it is no longer attractive to users, thereby dampening demand for such Fund Component. In addition, any reduction in confidence in the source code or cryptography underlying digital assets generally could negatively affect the demand for digital assets including the Fund Components and therefore adversely affect the value of the Shares.

Moreover, because digital assets have been in existence for a short period of time and are continuing to develop, there may be additional risks in the future that are impossible to predict as of the date of this Disclosure Statement.

Digital assets represent a new and rapidly evolving industry, and the value of the Shares depends on the acceptance of digital assets.

The first digital asset, Bitcoin, was launched in 2009. Ethereum launched in 2015 and, along with Bitcoin, was one of the first cryptographic digital assets to gain global adoption and critical mass. In general, Digital Asset Networks and other cryptographic and algorithmic protocols governing the issuance of digital assets represent a new and rapidly evolving industry that is subject to a variety of factors that are difficult to evaluate. For example, the realization of one or more of the following risks could materially adversely affect the value of the Shares:

- Bitcoin, Ethereum and a limited number of digital assets have only recently become selectively accepted by retail and commercial outlets, and use of digital assets by consumers remains limited. Banks and other established financial institutions may refuse to process funds for digital asset transactions; process wire transfers to or from Digital Asset Exchanges, digital asset related companies or service providers; or maintain accounts for persons or entities transacting in digital assets. As a result, the prices of digital assets are largely determined by speculators and miners, thus contributing to price volatility that makes retailers less likely to accept digital assets in the future. While the use of other digital assets, such as Bitcoin, to purchase goods and services from commercial or service businesses is developing, certain other digital assets held by the Fund generally have not yet been accepted in the same manner due to their infancy and because they may have a slightly different purpose than Bitcoin.
- Banks may not provide banking services, or may cut off banking services, to businesses that provide digital asset-related services or that accept digital assets as payment, which could dampen liquidity in the market and damage the public perception of digital assets generally or any one digital asset in particular and their or its utility as a payment system, which could decrease the price of digital assets generally or individually.
- Certain privacy-preserving features have been or are expected to be introduced to a number of Digital Asset Networks. If any such features are introduced to the Digital Asset Networks of the digital assets held by the Fund, exchanges or businesses that facilitate transactions in digital assets on these networks may be at an increased risk of criminal or civil lawsuits, or of having banking services cut off if there is a concern that these features interfere with the performance of anti-money laundering duties and economic sanctions checks.
- Users, developers and miners may otherwise switch to or adopt certain digital assets at the expense of their engagement with other Digital Asset Networks, which may negatively impact those networks.

ERC-20 tokens rely on the ERC-20 standard and the Ethereum blockchain to function and any adverse impact on the ERC-20 standard and/or the Ethereum blockchain could have an adverse impact on the value of certain digital assets held by the Fund and the value of the Shares.

Certain Fund Components, including UNI, COMP, and MKR, were created using Ethereum Request for Comment 20 (“ERC-20”), a type of smart contract protocol standard on the Ethereum blockchain that allows users to create new digital assets. ERC-20 tokens are distinct from Ethereum because they can have their own unique set of features. However, because ERC-20 tokens are created on the Ethereum blockchain, they rely on the Ethereum blockchain for key functionality such as storage, transfer and usage. As a result, vulnerabilities or attacks on the ERC-20 standard and/or the Ethereum blockchain more generally can cause vulnerabilities or attacks on ERC-20 tokens such as UNI, COMP and MKR. For example, in February 2018, a vulnerability in the transfer of ERC-20 tokens was discovered that led to the loss of certain ERC-20 tokens, such as EOS, QTUM and Golem. In addition, in April 2018, many digital asset exchanges halted trading of all ERC-20 tokens because of newly discovered vulnerabilities in the ERC-20 standard. Any future similar adverse impacts on the ERC-20 standard and/or the Ethereum blockchain could have an adverse impact on the value of ERC-20 tokens such as

UNI, COMP and MKR and/or the digital assets held by the Fund, which could in turn have an adverse impact on the value of an investment in the Shares.

Smart contracts are a new technology and ongoing development may magnify initial problems, cause volatility on the networks that use smart contracts and reduce interest in them, which could have an adverse impact on the value of digital assets that deploy smart contracts.

Smart contracts are programs that run on a blockchain that execute automatically when certain conditions are met. Since smart contracts typically cannot be stopped or reversed, vulnerabilities in their programming can have damaging effects. For example, in June 2016, a vulnerability in the smart contracts underlying The DAO, a distributed autonomous organization for venture capital funding, allowed an attack by a hacker to syphon approximately \$60 million worth of Ethereum from The DAO's accounts into a segregated account. In the aftermath of the theft, certain developers and core contributors pursued a "hard fork" of the Ethereum network in order to erase any record of the theft. Despite these efforts, the price of Ethereum dropped approximately 35% in the aftermath of the attack and subsequent hard fork. In addition, in July 2017, a vulnerability in a smart contract for a multi-signature wallet software developed by Parity led to a \$30 million theft of Ethereum, and in November 2017, a new vulnerability in Parity's wallet software led to roughly \$160 million worth of Ethereum being indefinitely frozen in an account.

Similarly, in October 2019, a vulnerability in the smart contracts underlying the Maker Network could have allowed an attacker to steal collateral backing its stablecoin, Dai, in connection with the Maker Network's new multi-collateral Dai system. This potential attack was identified by the MakerDAO, a decentralized autonomous organization that participates in the governance of the Maker Network, and resolved before being deployed into the Maker protocol.

More recently, a vulnerability in Polygon's smart contracts was resolved in December 2021 that, had it not been resolved, would have allowed an attacker to steal over 92% of the total MATIC supply. And in February 2022, a vulnerability in a smart contract for Wormhole, a bridge between the Ethereum and Solana networks, led to a theft of \$320 million worth of Ethereum. Several of the Fund Components are digital assets native to smart contract platforms.

Initial problems and continued problems with the development and deployment of smart contracts or smart contract platforms may have an adverse effect on the value of networks built on smart contract platforms or other digital assets that rely on smart contract technology, including digital assets held by the Fund.

Changes in the governance of a Digital Asset Network may not receive sufficient support from users, validators and/or miners, which may negatively affect that Digital Asset Network's ability to grow and respond to challenges.

The governance of decentralized networks, such as the Bitcoin and Ethereum networks, is by voluntary consensus and open competition. As a result, there may be a lack of consensus or clarity on the governance of any particular decentralized Digital Asset Network, which may stymie such network's utility and ability to grow and face challenges. The foregoing notwithstanding, the protocols for some decentralized networks, such as the Bitcoin network, are informally managed by a group of core developers. The core developers evolve over time, largely based on self-determined participation. To the extent that a significant majority of users, validators and/or miners adopt amendments to a Digital Asset Network, such Digital Asset Network will be subject to new protocols that may adversely affect the value of the digital asset. If a significant majority of users, validators and/or miners adopt amendments to a decentralized network based on the proposals of such core developers, such network will be subject to new protocols that may adversely affect the value of the relevant digital asset.

The governance of certain DeFi networks, such as Compound, Maker and Uniswap, is managed more formally by token holders. Under these protocols, a dispersed group of individuals, rather than a single, centralized actor, are able to control network governance decisions. The Compound network, for example, was once managed by Compound Labs, Inc., the developer of COMP, but is now largely managed by COMP holders. COMP holders generally have control over amendments to, and the development of, their respective protocol's source code. For example, COMP gives token holders governance rights over the protocol, such as the ability to propose and vote on proposals to adjust features such as permitted assets, collateral loan-to-value ratios and interest rate models.

To the extent that COMP makes any amendments to the Compound network's protocols, the Compound network will be subject to new protocols that may adversely affect the value of COMP. As a result of the foregoing, it may be difficult to find solutions or marshal sufficient effort to overcome any future problems, especially long-term problems, on Digital Asset Networks that are decentralized or that are managed by diverse groups of token holders.

Some smart contract platform networks, including several of the Fund Components' networks, are supported by foundations and/or founding teams that influence the development of the networks' protocol and could adversely affect the value of the Fund Component.

Many smart contract platform networks, including several of the Fund Components' networks, are supported by foundations and/or founding teams. In contrast to protocols where network governance decisions are largely made by a decentralized group of individuals, the development of such smart contract platform protocols may be disproportionately influenced by these foundations and/or founding teams. For example, Solana Labs, Inc. ("Solana Labs") and the Solana Foundation support the Solana project and intend to advance the overall growth and development of the ecosystem. Therefore, Solana Labs and the Solana Foundation will generally have control over amendments to, and the development of, the Solana network protocol's source code. To the extent Solana Labs and the Solana Foundation makes any amendments to the Solana network's protocols, the Solana network will be subject to new protocols that may adversely affect the value of SOL. Several of the remaining Fund Components also have Foundations and/or founding teams that support the development of the Fund Components' protocols and may have interests that are different than a shareholder's and the decisions made by such foundations and/or founding teams could have an adverse effect on the value of the Fund Component.

Digital Asset Networks face significant scaling challenges and efforts to increase the volume and speed of transactions may not be successful.

Many Digital Asset Networks face significant scaling challenges due to the fact that public blockchains generally face a tradeoff between security and scalability. One means through which public blockchains achieve security is decentralization, meaning that no intermediary is responsible for securing and maintaining these systems. For example, a greater degree of decentralization generally means a given Digital Asset Network is less susceptible to manipulation or capture. In practice, this typically means that every single node on a given Digital Asset Network is responsible for securing the system by processing every transaction and maintaining a copy of the entire state of the network. As a result, a Digital Asset Network may be limited in the number of transactions it can process by the capabilities of each single fully participating node. Many developers are actively researching and testing scalability solutions for public blockchains that do not necessarily result in lower levels of security or decentralization, such as off-chain payment channels, roll-ups, and sharding. Off-chain payment channels would allow parties to transact without requiring the full processing power of a blockchain. Rollups involve performing transactions' executions outside a blockchain's base-layer and recording hashes of the resulting data on the main blockchain. Sharding can increase the scalability of a database, such as a blockchain, by splitting the data processing responsibility among many nodes, allowing for parallel processing and validating of transactions.

As corresponding increases in throughput lag behind growth in the use of Digital Asset Networks, average fees and settlement times may increase considerably. Increased fees and decreased settlement speeds could preclude

certain uses for digital assets (e.g., micropayments), and could reduce demand for, and the price of, digital assets, which could adversely impact the value of the Shares.

There is no guarantee that any of the mechanisms in place or being explored for increasing the scale of settlement of Digital Asset Network transactions will be effective, or how long these mechanisms will take to become effective, which could adversely impact the value of the Shares.

Digital assets may have concentrated ownership and large sales or distributions by holders of any one digital asset could have an adverse effect on the market price of such digital asset.

Many digital assets have concentrated ownership. For example, as of June 30, 2022, the largest 100 UNI wallets held approximately 85% of the UNI in circulation, the largest 100 CRV wallets held approximately 95% of the CRV in circulation, the largest 100 AMP wallets held approximately 92% of the AMP in circulation, the largest 100 AAVE wallets held approximately 86% of the AAVE in circulation, the largest 100 MKR wallets held approximately 83% of the MKR in circulation, the largest 100 COMP wallets held approximately 91% of the COMP in circulation, and the largest 100 YFI held approximately 85% of the YFI in circulation. Moreover, it is possible that other persons or entities control multiple wallets that collectively hold a significant number of digital assets, even if they individually only hold a small amount, and it is possible that some of these wallets are controlled by the same person or entity. As a result of this concentration of ownership, large sales or distributions by such holders could have an adverse effect on the market price of certain digital assets with highly concentrated ownership.

If the digital asset awards and transaction fees for recording transactions on the Digital Asset Network underlying a Fund Component are not sufficiently high to incentivize miners or validators, or if certain jurisdictions continue to limit or otherwise regulate mining or validating activities, miners and validators may cease expanding processing power or demand high transaction fees, which could negatively impact the value of the Fund Components and the value of the Shares.

If the digital asset awards or the transaction fees for recording transactions on the Digital Asset Network of a Fund Component are not sufficiently high to incentivize miners or validators, or if certain jurisdictions continue to limit or otherwise regulate mining or validating activities, miners and validators may cease expending processing power to mine blocks and confirmations of transactions on the digital asset's blockchain could be slowed. For example, the realization of one or more of the following risks could materially adversely affect the value of the Shares:

- Over the past several years, digital asset mining and validating operations have evolved from individual users mining with computer processors, graphics processing units and first generation application specific integrated circuit machines to “professionalized” mining and validating operations using proprietary hardware or sophisticated machines. If the profit margins of digital asset mining or validating operations are not sufficiently high, including due to an increase in electricity costs, digital asset miners and validators are more likely to immediately sell tokens earned by mining or validating, resulting in an increase in liquid supply of that digital asset, which would generally tend to reduce that digital asset's market price.
- A reduction in the processing power expended by miners and validators on a Digital Asset Network could increase the likelihood of a malicious actor or botnet obtaining control. See “If a malicious actor or botnet obtains control of more than 50% of the processing power on a Digital Asset Network, or otherwise obtains control over a Digital Asset Network through its influence over core developers or otherwise, such actor or botnet could manipulate the blockchain of such digital asset to adversely affect the value of the Shares or the ability of the Fund to operate.”

- Miners and validators have historically accepted relatively low transaction confirmation fees on most Digital Asset Networks. If miners or validators demand higher transaction fees for recording transactions in a digital asset's blockchain or a software upgrade automatically charges fees for all transactions on a Digital Asset Network, the cost of using such digital asset may increase and the marketplace may be reluctant to accept such digital asset as a means of payment. Miners or validators may demand higher transaction fees for a variety of reasons, including to compensate for reductions in the reward received for validating a block on a digital asset network as a result of the reward distribution policies of such digital asset network or due to any reductions in the rate of creation of new tokens included in the digital asset network's protocol.
- Miners and validators could also collude in an anti-competitive manner to reject low transaction fees on a Digital Asset Network and force users to pay higher fees, thus reducing the attractiveness of the Digital Asset Network. Higher transaction confirmation fees resulting through collusion or otherwise may adversely affect the attractiveness of a Digital Asset Network, the value of the Fund Component and the value of the Shares.
- To the extent that any miners or validators cease to record transactions that do not include the payment of a transaction fee in mined and validated blocks or do not record a transaction because the transaction fee is too low, such transactions will not be recorded on the blockchain of a digital asset until a block is mined by a miner, or validated by a validator, who does not require the payment of transaction fees or is willing to accept a lower fee. Any widespread delays in the recording of transactions could result in a loss of confidence in a Digital Asset Network.
- Digital asset mining and validating operations can consume significant amounts of electricity, which may have a negative environmental impact and give rise to public opinion against allowing, or government regulations restricting, the use of electricity for mining and validating operations. Additionally, miners and validators may be forced to cease operations during an electricity shortage or power outage.

If a malicious actor or botnet obtains control of more than 50% of the processing power on a Digital Asset Network, or otherwise obtains control over a Digital Asset Network through its influence over core developers or otherwise, such actor or botnet could manipulate the blockchain of such digital asset to adversely affect the value of the Shares or the ability of the Fund to operate.

If a malicious actor or botnet (a volunteer or hacked collection of computers controlled by networked software coordinating the actions of the computers) obtains a majority of the processing power dedicated to mining on a particular Digital Asset Network, it may be able to alter the relevant blockchain on which transactions in that digital asset rely by constructing fraudulent blocks or preventing certain transactions from completing in a timely manner, or at all. The malicious actor or botnet could also control, exclude or modify the ordering of transactions. Although the malicious actor or botnet would not be able to generate new tokens or transactions using such control, it could “double-spend” its own tokens (i.e., spend the same tokens in more than one transaction) and prevent the confirmation of other users’ transactions for so long as it maintained control. To the extent that such malicious actor or botnet did not yield its control of the processing power on the relevant Digital Asset Network or the digital asset community did not reject the fraudulent blocks as malicious, reversing any changes made to the relevant blockchain may not be possible. Further, a malicious actor or botnet could create a flood of transactions in order to slow down the relevant Digital Asset Network.

For example, in August 2020, the Ethereum Classic network was the target of two double-spend attacks by an unknown actor or actors that gained more than 50% of the processing power of the Ethereum Classic network. The attack resulted in reorganizations of the Ethereum Classic Blockchain that allowed the attacker or attackers to reverse previously recorded transactions in excess of over \$5.0 million and \$1.0 million.

In addition, in May 2019, the Bitcoin Cash network experienced a 51% attack when two large mining pools reversed a series of transactions in order to stop an unknown miner from taking advantage of a flaw in a recent Bitcoin Cash protocol upgrade. Although this particular attack was arguably benevolent, certain individuals believe it negatively impacts the Bitcoin Cash network.

Further, a malicious actor or botnet could create a flood of transactions in order to slow down the relevant Digital Asset Network. For example, on June 2, 2018, the Horizen network was the target of a double-spend attack by an unknown actor that gained more than 50% of the processing power of the Horizen network. The attack was the result of delayed submission of blocks to the Horizen network. The core developers of ZEN have since begun to implement mitigation procedures to significantly increase the difficulty of attacks of this nature by introducing a penalty for delayed block submissions.

Although there are no other known reports of malicious activity on, or control of, the networks of the digital assets currently held by the Fund, it is believed that certain mining pools have collectively exceeded the 50% threshold on some Digital Asset Networks, such as the Bitcoin network. The crossing of the 50% threshold indicates a greater risk that a single mining pool or small group of mining pools could exert authority over the validation of digital asset transactions. This risk is heightened if over 50% of the processing power on the network falls within the jurisdiction of a single governmental authority, which could allow a government or government agency to regulate a significant number of miners and achieve control over a significant amount of processing power on a Digital Asset Network. To the extent that such events occur on the network of a digital asset held by the Fund, if the network participants, including the core developers and the administrators of mining pools, do not act to ensure greater decentralization of mining processing power of such network, the feasibility of a malicious actor obtaining control of the processing power on such network will increase, which may adversely affect the value of the Shares.

A malicious actor may also obtain control over a Digital Asset Network through its influence over core developers by gaining direct control over a core developer or an otherwise influential programmer. To the extent that a digital asset ecosystem does not grow, the possibility that a malicious actor may be able to obtain control of the processing power on the relevant Digital Asset Network in this manner will remain heightened.

A temporary or permanent “fork” or a “clone” could adversely affect the value of the Shares.

Many Digital Asset Networks operate using open-source protocols, meaning that any user can download the software, modify it and then propose that the users, validators and miners of the digital asset adopt the modification. When a modification is introduced and a substantial majority of users, validators and miners consent to the modification, the change is implemented and the network remains uninterrupted. However, if less than a substantial majority of users, validators and miners consent to the proposed modification, and the modification is not compatible with the software prior to its modification, the consequence would be what is known as a “hard fork” of the network, with one group running the pre-modified software and the other running the modified software. The effect of such a fork would be the existence of two versions of the digital asset running in parallel, yet lacking interchangeability. For example, in August 2017, Bitcoin “forked” into Bitcoin and a new digital asset, Bitcoin Cash, as a result of a several-year dispute over how to increase the rate of transactions that the Bitcoin network can process. A fork may also occur as a result of an unintentional or unanticipated software flaw in the various versions of otherwise compatible software that users run. Such a fork could lead to users and validators and/or miners abandoning the digital asset with the flawed software. It is possible, however, that a substantial number of users and validators and/or miners could adopt an incompatible version of the digital asset while resisting community-led efforts to merge the two chains. This could result in a permanent fork.

Forks may also occur as a network community’s response to a significant security breach. For example, in June 2016, an anonymous hacker exploited a smart contract running on the Ethereum network to syphon approximately \$60 million of Ethereum held by The DAO, a distributed autonomous organization, into a segregated account. In

response to the hack, most participants in the Ethereum community elected to adopt a “fork” that effectively reversed the hack. However, a minority of users continued to develop the original blockchain, now referred to as “Ethereum Classic” with the digital asset on that blockchain referred to as ETC. ETC now trades on several Digital Asset Exchanges.

A fork may also occur as a result of an unintentional or unanticipated software flaw in the various versions of otherwise compatible software that users run. Such a fork could lead to users and miners abandoning the digital asset with the flawed software. It is possible, however, that a substantial number of users, validators and/or miners could adopt an incompatible version of the digital asset while resisting community-led efforts to merge the two chains. This could result in a permanent fork, as in the case of Ethereum and Ethereum Classic.

In addition, many developers have previously initiated hard forks in the Bitcoin blockchain to launch new digital assets, such as Bitcoin Cash, Bitcoin Gold, Bitcoin Silver and Bitcoin Diamond, as well as the Bitcoin Cash blockchain to launch a new digital asset, Bitcoin Satoshi’s Vision. To the extent such digital assets compete with a digital asset held by the Fund, such competition could impact demand for such digital asset and could adversely impact the value of the Shares.

Furthermore, a hard fork can lead to new security concerns. For example, when the Ethereum and Ethereum Classic networks split in July 2016, replay attacks, in which transactions from one network were rebroadcast to nefarious effect on the other network, plagued Ethereum exchanges through at least October 2016. An Ethereum exchange announced in July 2016 that it had lost 40,000 Ethereum Classic, worth about \$100,000 at that time, as a result of replay attacks. Similar replay attack concerns occurred in connection with the Bitcoin Cash and Bitcoin Satoshi’s Vision networks split in November 2018. Another possible result of a hard fork is an inherent decrease in the level of security due to significant amounts of mining power remaining on one network or migrating instead to the new forked network. After a hard fork, it may become easier for an individual miner or mining pool’s hashing power to exceed 50% of the processing power of a Digital Asset Network that retained or attracted less mining power, thereby making digital assets that rely on proof-of-work more susceptible to attack.

Protocols may also be cloned. Unlike a fork, which modifies an existing blockchain, and results in two competing networks, each with the same genesis block, a “clone” is a copy of a protocol’s codebase, but results in an entirely new blockchain and new genesis block. Tokens are created solely from the new “clone” network and, in contrast to forks, holders of tokens of the existing network that was cloned do not receive any tokens of the new network. A “clone” results in a competing network that has characteristics substantially similar to the network it was based on, subject to any changes as determined by the developer(s) that initiated the clone.

A hard fork may adversely affect the price of digital assets at the time of announcement or adoption. For example, the announcement of a hard fork could lead to increased demand for the pre-fork digital asset, in anticipation that ownership of the pre-fork digital asset would entitle holders to a new digital asset following the fork. The increased demand for the pre-fork digital asset may cause the price of the digital asset to rise. After the hard fork, it is possible the aggregate price of the two versions of the digital asset running in parallel would be less than the price of the digital asset immediately prior to the fork. Furthermore, while the Fund would be entitled to both versions of the digital asset running in parallel, the Manager will, as permitted by the terms of the LLC Agreement, determine which version of the digital asset is generally accepted as the network and should therefore be considered the appropriate network for the Fund’s purposes, and there is no guarantee that the Manager will choose the digital asset that is ultimately the most valuable fork. Either of these events could therefore adversely impact the value of the shares. As an illustrative example of a digital asset hard fork, on July 15, 2016, holders of ETH voted on-chain to reverse The DAO hack, effectively causing a hard fork. For the days following the vote, the price of Ethereum rose from \$11.65 on July 15, 2016 to \$14.66 on July 21, 2016 the day after the first ETC block was mined. A clone may also adversely affect the price of a digital asset at the time of announcement or adoption. For example, on November 6, 2016, Rhett Creighton, a Zcash developer, cloned the Zcash network to

launch Zclassic, a substantially identical version of the Zcash network with certain governance changes. For the days following the date the first Zclassic block was mined, the price of ZEC fell from \$504.57 on November 5, 2016 to \$236.01 on November 7, 2016 in the midst of broader sell off of ZEC beginning immediately after the Zcash network launch on October 28, 2016.

The Ethereum network is in the process of implementing software upgrades and other changes to its protocol. For example, the Merge occurred on September 15, 2022. The Merge implemented a new iteration of Ethereum that amended its consensus mechanism to include proof-of-stake, with the existing Ethereum network functioning as the execution layer. A Digital Asset Network's consensus mechanism is a material aspect of its source code, and any future complication caused by the Merge could have a material adverse effect on the value of digital assets that rely on the Ethereum network, including any Fund Components, whether directly, in the case of blockchains that rely on the Ethereum network for their security, or indirectly in the case of assets native to other blockchain networks that may be "wrapped" and used extensively on Ethereum, and the value of the Shares.

The Uniswap Network has implemented a software upgrade in the form a new implementation protocol ("v3"), which, among other features, could defend against the so-called 'vampire attacks' that disrupted the Uniswap network in 2020. Under a 'vampire attack,' an upstart protocol developer is able to fork the open-source code of an existing protocol and siphon users and funds away from the existing protocol by incentivizing such users to move their existing protocol rewards over to the new protocol for outsized, temporary rewards. In doing so, a new platform is able to migrate the liquidity, trading volume and users of an existing platform to a new platform. For example, in August 2020 a new project called Sushiswap engaged in a vampire attack on the Uniswap network, at times offering users 200%-1000% annualized returns in exchange for depositing their Uniswap "LP" tokens on the Sushiswap network in exchange for the Sushiswap network's associated SUSHI tokens. The Uniswap Network's v3 upgrade is intended in part to protect against such attacks by protecting certain intellectual property rights for two years. A Digital Asset Network's ability to attract and maintain users, including in the event of a vampire attack, could have an adverse effect on the value of such Digital Asset Network's digital assets, including the Fund Components, and the value of the Shares. Furthermore any failure of the UNI Network to properly implement v3 could have a material adverse effect on the value of UNI and the value of the Shares.

A future fork in or clone of the network of a digital asset held by the Fund could adversely affect the value of the Shares or the ability of the Fund to operate.

Shareholders may not receive the benefits of any forks or airdrops.

In addition to forks, a digital asset may become subject to a similar occurrence known as an "airdrop." In an airdrop, the promoters of a new digital asset announce to holders of another digital asset that such holders will be entitled to claim a certain amount of the new digital asset for free, based on the fact that they hold such other digital asset.

Shareholders may not receive the benefits of any forks, the Fund may not choose, or be able, to participate in an airdrop, and the timing of receiving any benefits from a fork, airdrop or similar event is uncertain. We refer to the right of the Fund to receive any such benefit and any such virtual currency acquired through such right as "Forked Assets." There are likely to be operational, tax, securities law, regulatory, legal and practical issues that significantly limit, or prevent entirely, shareholders' ability to realize a benefit, through their Shares in the Fund, from any such Forked Assets. For instance, the Custodian may not agree to provide access to the Forked Assets. In addition, the Manager may determine that there is no safe or practical way to custody the Forked Assets, or that trying to do so may pose an unacceptable risk to the Fund's holdings in digital assets, or that the costs of taking possession and/or maintaining ownership of the Forked Assets exceed the benefits of owning the Forked Assets. Additionally, laws, regulation or other factors may prevent shareholders from benefitting from the Forked Asset even if there is a safe and practical way to custody and secure the Forked Assets. For example, it may be illegal to sell or otherwise dispose of the Forked Asset, or there may not be a suitable market into which the

Forked Asset can be sold (immediately after the fork or airdrop, or ever). The Manager may also determine, in consultation with its legal advisers, that the Forked Asset is, or is likely to be deemed, a security under federal or state securities laws. In such a case, the Manager would irrevocably abandon, as of any date on which the Fund holding such Forked Asset creates Shares, such Forked Asset if holding it would have an adverse effect on the Fund and it would not be practicable to avoid such effect by disposing of the Forked Asset in a manner that would result in shareholders of the Fund receiving more than insignificant value thereof. In making such a determination, the Manager expects to take into account a number of factors, including the various definitions of a “security” under the federal securities laws and federal court decisions interpreting elements of these definitions, such as the U.S. Supreme Court's decisions in the *Howey* and *Reves* cases, as well as reports, orders, press releases, public statements and speeches by the SEC and its staff providing guidance on when a digital asset may be a security for purposes of the federal securities laws.

The Fund has informed the Custodian that the Fund is irrevocably abandoning, as of any date on which the Fund creates Shares, any Forked Assets to which the Fund would otherwise be entitled as of such date and with respect to which it has not taken any Affirmative Action on or prior to such date. In order to avert abandonment of a Forked Asset, the Fund will send a notice to the Custodian of its intention to retain such Forked Asset. The Manager intends to evaluate each future fork or airdrop on a case-by-case basis in consultation with the Fund's legal advisers, tax consultants and Custodian. Any inability to recognize the economic benefit of a hard fork or airdrop could adversely affect the value of the Shares. See “Fund Overview—Forked Assets.”

In the event of a hard fork of the network of a digital asset held by the Fund, the Manager will, if permitted by the terms of the LLC Agreement, use its discretion to determine which network should be considered the appropriate network for the Fund's purposes, and in doing so may adversely affect the value of the Shares.

In the event of a hard fork of the Digital Asset Network of a digital asset held by the Fund, the Manager will, as permitted by the terms of the LLC Agreement, use its discretion to determine, in good faith, which peer-to-peer network, among a group of incompatible forks of such Digital Asset Network, is generally accepted as the network for such digital asset and should therefore be considered the appropriate network for the Fund's purposes. The Manager will base its determination on a variety of then relevant factors, including, but not limited to, the Manager's beliefs regarding expectations of the core developers of such digital asset, users, services, businesses, miners and other constituencies, as well as the actual continued acceptance of, mining power on, and community engagement with, the network of such digital asset. There is no guarantee that the Manager will choose the digital asset that is ultimately the most valuable fork, and the Manager's decision may adversely affect the value of the Shares as a result. The Manager may also disagree with shareholders, security vendors and the Reference Rate Provider on what is generally accepted as such digital asset going forward and should therefore be considered the digital asset going forward for the Fund's purposes, which may also adversely affect the value of the Shares as a result.

Any name change and any associated rebranding initiative by the core developers of a digital asset may not be favorably received by the digital asset community, which could negatively impact the value of such digital asset and the value of the Shares.

From time to time, digital assets may undergo name changes and associated rebranding initiatives. For example, Bitcoin Cash may sometimes be referred to as Bitcoin ABC in an effort to differentiate itself from any Bitcoin Cash hard forks, such as Bitcoin Satoshi's Vision, and in the third quarter of 2018, the team behind ZEN rebranded and changed the name of ZenCash to “Horizen.” We cannot predict the impact of any name change and any associated rebranding initiative on the relevant digital asset. After a name change and an associated rebranding initiative, a digital asset may not be able to achieve or maintain brand name recognition or status that is comparable to the recognition and status previously enjoyed by such digital asset. The failure of any name change and any associated rebranding initiative by a digital asset may result in such digital asset not realizing some or all

of the anticipated benefits contemplated by the name change and associated rebranding initiative, and could negatively impact the value of the relevant digital asset and the value of the Shares.

The Digital Asset Networks of the digital assets held by the Fund have been and could in the future be used to facilitate illicit activities, and businesses that facilitate transactions in the Fund Components could be at increased risk of criminal or civil lawsuits, or of having services cut off, which could negatively affect the price of the relevant Fund Components and the value of the Shares.

Digital asset networks have in the past been used to facilitate illicit activities. If a Digital Asset Network of a digital asset held by the Fund was used to facilitate illicit activities, businesses that facilitate transactions in such Fund Component could be at increased risk of potential criminal or civil lawsuits, or of having banking or other services cut off, and such Fund Component could be removed from digital asset exchanges. Any of the aforementioned occurrences could adversely affect the price of the relevant Fund Component, the attractiveness of the respective Digital Asset Network and an investment in the Shares of the Fund.

When the Authorized Participant, or the Liquidity Provider on behalf of the Authorized Participant, sources digital assets in connection with the creation of the Shares, it directly faces its counterparty and, in all instances, the Authorized Participant and its Liquidity Provider follow policies and procedures designed to ensure that it knows the identity of its counterparty. The Authorized Participant and the Liquidity Provider are registered broker-dealers and therefore subject to AML and countering the financing of terrorism obligations under the Bank Secrecy Act as administered by FinCEN and further overseen by the SEC and FINRA. In addition, the Liquidity Provider is a virtual currency entity licensed by the NYDFS, which additionally subjects it to AML obligations.

In accordance with its regulatory obligations, the Authorized Participant, or the Liquidity Provider on behalf of the Authorized Participant, conducts customer due diligence and enhanced due diligence on its counterparties, which enables it to determine each counterparty's AML and other risks and assign an appropriate risk rating.

As part of its counterparty onboarding process, each of the Authorized Participant and the Liquidity Provider uses third-party services to screen prospective counterparties against various watch lists, including OFAC's Specially Designated Nationals List and countries and territories identified as non-cooperative by the Financial Action Task Force. If the Manager, the Fund, the Authorized Participant or the Liquidity Provider were nevertheless to transact with such a sanctioned entity, the Manager, the Fund, the Authorized Participant and the Liquidity Provider would be at increased risk of potential criminal or civil lawsuits.

Risk Factors Related to the Digital Asset Markets

The value of the Shares relates directly to the value of the digital assets then held by the Fund, the value of which may be highly volatile and subject to fluctuations due to a number of factors.

The value of the Shares relates directly to the value of the digital assets then held by the Fund and fluctuations in the price of any of such digital assets could adversely affect the value of the Shares. The market price of a digital asset held by the Fund may be highly volatile, and subject to a number of factors, including:

- An increase in the global supply of such digital asset;
- Manipulative trading activity on Digital Asset Exchanges, which, in many cases, are largely unregulated;
- The adoption of such digital asset as a medium of exchange, store of value or other consumptive asset and the maintenance and development of the open-source software protocol of the applicable Digital Asset Network;
- Forks in the applicable Digital Asset Network;

- Investors' expectations with respect to interest rates, the rates of inflation of fiat currencies or such digital asset, and digital asset exchange rates;
- Consumer preferences and perceptions of such digital asset specifically and digital assets generally;
- Fiat currency withdrawal and deposit policies on Digital Asset Exchanges;
- The liquidity of Digital Asset Markets and any increase or decrease in trading volume on Digital Asset Markets;
- Investment and trading activities of large investors that invest directly or indirectly in such digital asset;
- A "short squeeze" resulting from speculation on the price of such digital asset, if aggregate short exposure exceeds the number of Shares available for purchase;
- An active derivatives market for such digital asset or for digital assets generally;
- Monetary policies of governments, trade restrictions, currency devaluations and revaluations and regulatory measures or enforcement actions, if any, that restrict the use of such digital asset as a form of payment or the purchase of such digital asset in the Digital Asset Markets;
- Global or regional political, economic or financial conditions, events and situations, such as the novel coronavirus outbreak;
- Fees associated with processing a transaction of such digital asset and the speed at which such transactions are settled;
- Interruptions in service from or closures or failures of major Digital Asset Exchanges;
- Decreased confidence in Digital Asset Exchanges due to the unregulated nature and lack of transparency surrounding the operations of Digital Asset Exchanges;
- Increased competition from other forms of digital assets or payment services; and
- The Fund's own acquisitions or dispositions of such digital asset, since there is no limit on the number of tokens of any particular digital asset held by the Fund that it may acquire.

In addition, there is no assurance that any particular digital asset held by the Fund will maintain its value in the long or intermediate term. In the event that the price of any particular digital asset held by the Fund declines, the Manager expects the value of the Shares to decline in proportion to such decline and to the proportionate share of the Fund assets represented by such digital asset.

The value of a digital asset as represented by the applicable Digital Asset Reference Rate or by the principal market for such digital asset may also be subject to momentum pricing due to speculation regarding future appreciation in value, leading to greater volatility that could adversely affect the value of the Shares. Momentum pricing typically is associated with growth stocks and other assets whose valuation, as determined by the investing public, accounts for future appreciation in value, if any. The Manager believes that momentum pricing of many digital assets has resulted, and may continue to result, in speculation regarding future appreciation in the value of the digital assets held by the Fund, inflating and making the applicable Digital Asset Reference Rate more volatile. As a result, any particular digital asset held by the Fund may be more likely to fluctuate in value due to changing investor confidence, which could impact future appreciation or depreciation in the applicable Digital Asset Reference Rate and could adversely affect the value of the Shares.

Due to the unregulated nature and lack of transparency surrounding the operations of Digital Asset Exchanges, they may experience fraud, business failures, security failures or operational problems, which may adversely affect the value of digital assets and, consequently, the value of the Shares.

Digital Asset Exchanges are relatively new and, in many ways, unregulated. While many prominent Digital Asset Exchanges provide the public with significant information regarding their ownership structure, management teams, corporate practices and regulatory compliance, many Digital Asset Exchanges do not provide this information. Furthermore, while Digital Asset Exchanges are and may continue to be subject to federal and state licensing requirements in the United States, Digital Asset Exchanges do not appear to be subject to regulation in a similar manner as other regulated trading platforms, such as national securities exchanges or designated contract markets. As a result, the marketplace may lose confidence in Digital Asset Exchanges, including prominent exchanges that handle a significant volume of digital asset trading.

Many Digital Asset Exchanges are unlicensed, unregulated, operate without extensive supervision by governmental authorities, and do not provide the public with significant information regarding their ownership structure, management team, corporate practices, cybersecurity, and regulatory compliance. In particular, those located outside the United States may be subject to significantly less stringent regulatory and compliance requirements in their local jurisdictions. As a result, trading activity on or reported by these Digital Asset Exchanges is generally significantly less regulated than trading in regulated U.S. securities and commodities markets, and may reflect behavior that would be prohibited in regulated U.S. trading venues. For example, in 2019 there were reports claiming that 80-95% of Bitcoin trading volume on Digital Asset Exchanges was false or non-economic in nature, with specific focus on unlicensed exchanges located outside of the United States. Such reports may indicate that the Digital Asset Exchange Market is significantly smaller than expected and that the U.S. makes up a significantly larger percentage of the Digital Asset Exchange Market than is commonly understood. Nonetheless, any actual or perceived false trading in the Digital Asset Exchange Market, and any other fraudulent or manipulative acts and practices, could adversely affect the value of digital assets held by the Fund and/or negatively affect the market perception of the Fund Components.

In addition, over the past several years, some Digital Asset Exchanges have been closed due to fraud and manipulative activity, business failure or security breaches. In many of these instances, the customers of such Digital Asset Exchanges were not compensated or made whole for the partial or complete losses of their account balances in such Digital Asset Exchanges. While smaller Digital Asset Exchanges are less likely to have the infrastructure and capitalization that make larger Digital Asset Exchanges more stable, larger Digital Asset Exchanges are more likely to be appealing targets for hackers and malware and may be more likely to be targets of regulatory enforcement action. For example, the collapse of Mt. Gox, which filed for bankruptcy protection in Japan in late February 2014, demonstrated that even the largest Digital Asset Exchanges could be subject to abrupt failure with consequences for both users of Digital Asset Exchanges and the digital asset industry as a whole. In particular, in the two weeks that followed the February 7, 2014 halt of Bitcoin withdrawals from Mt. Gox, the value of one Bitcoin fell on other exchanges from around \$795 on February 6, 2014 to \$578 on February 20, 2014. Additionally, in January 2015, Bitstamp announced that approximately 19,000 Bitcoin had been stolen from its operational or “hot” wallets. Further, in August 2016, it was reported that almost 120,000 Bitcoins worth around \$78 million were stolen from Bitfinex, a large Digital Asset Exchange. The value of Bitcoin and other digital assets immediately decreased over 10% following reports of the theft at Bitfinex. In July 2017, FinCEN assessed a \$110 million fine against BTC-E, a now defunct Digital Asset Exchange, for facilitating crimes such as drug sales and ransomware attacks. In addition, in December 2017, Yopian, the operator of Seoul-based digital asset exchange Youbit, suspended digital asset trading and filed for bankruptcy following a hack that resulted in a loss of 17% of Yopian’s assets. Following the hack, Youbit users were allowed to withdraw approximately 75% of the digital assets in their exchange accounts, with any potential further distributions to be made following Yopian’s pending bankruptcy proceedings. In addition, in January 2018, the Japanese Digital Asset Exchange, Coincheck, was hacked, resulting in losses of approximately \$535 million, and in February 2018, the Italian

Digital Asset Exchange, Bitgrail, was hacked, resulting in approximately \$170 million in losses. Most recently in May 2019, one of the world's largest Digital Asset Exchanges, Binance, was hacked, resulting in losses of approximately \$40 million. In addition, in November 2022, FTX, another of the world's largest Digital Asset Exchanges, filed for bankruptcy protection and shortly thereafter approximately \$300-600 million of the exchange's assets were subsequently removed. Details and events surrounding the failure and removal are developing and it is unclear whether such removal was the result of a hack, or other improper activity.

Hacks have also occurred on other smart contract platforms, including on some of the networks underlying the Fund Components. For example, in February 2022, a vulnerability in a smart contract for Wormhole, a bridge between the Ethereum and Solana networks, led to a theft of \$320 million worth of ETH. The attack focused on the smart contract function that validated or approved the creation of new wrapped Ethereum on the Solana network, allowing the attacker to create new wrapped Ethereum without locking Ethereum in a smart contract backing it. In addition, in December 2021, the Polygon genesis contract was exploited and 801,601 MATIC tokens were stolen. The vulnerability was quickly fixed by the developers of Polygon to mitigate damage with no material harm done to the users or the network. The Polygon team absorbed the cost of the lost MATIC tokens and the network suffered no downtime.

Hacks have also occurred on decentralized exchanges. For example, in April of 2020, approximately \$300,000 to \$1.1 million in digital assets underlying certain Uniswap liquidity pools were stolen from the Uniswap network as part of a larger attack on a Uniswap partner protocol. The attack focused on the smart contract governing the relationship between the Uniswap protocol and the third-party.

Negative perception, a lack of stability in the Digital Asset Markets and the closure or temporary shutdown of Digital Asset Exchanges due to fraud, business failure or security breaches may reduce confidence in Digital Asset Networks and result in greater volatility in the prices of digital assets. Furthermore, the closure or temporary shutdown of a Digital Asset Exchange used in calculating any of the Digital Asset Reference Rates may result in a loss of confidence in the Fund's ability to determine its Digital Asset Holdings on a daily basis. These potential consequences of a Digital Asset Exchange's failure could adversely affect the value of the Shares.

Digital Asset Reference Rates have a limited history and a failure of a Digital Asset Reference Rate could adversely affect the value of the Shares.

Each Digital Asset Reference Rate has a limited history and is an average reference rate calculated using volume-weighted trading price data from various Digital Asset Exchanges chosen by the Reference Rate Provider. The Digital Asset Exchanges chosen by the Reference Rate Provider have also changed over time. Although each Digital Asset Reference Rate is designed to accurately capture the market price of the digital asset it tracks, third parties may be able to purchase and sell such digital assets on public or private markets not included among the constituent Digital Asset Exchanges of such Digital Asset Reference Rate, and such transactions may take place at prices materially higher or lower than the Digital Asset Reference Rate. Moreover, there have been variances in the prices of digital assets on the various Digital Asset Exchanges, including as a result of differences in fee structures or administrative procedures on different Digital Asset Exchanges, in the past. See "Management's Discussion and Analysis—Historical Fund Component Prices." To the extent such prices differ materially from the Digital Asset Reference Rates, investors may lose confidence in the Shares' ability to track the market price of such digital asset, which could adversely affect the value of the Fund.

The Digital Asset Reference Rate used to calculate the value of a Fund Component may be volatile, and purchasing activity in the Digital Asset Markets associated with Basket creations or selling activity following

Basket redemptions, if permitted, may affect the relevant Digital Asset Reference Rate and Share trading prices, adversely affecting the value of the Shares.

The prices of digital assets on public Digital Asset Exchanges have a very limited history, and during this history, digital asset prices on the Digital Asset Markets more generally, and on Digital Asset Exchanges individually, have been volatile and subject to influence by many factors, including operational interruptions. While each Digital Asset Reference Rate is designed to limit exposure to the interruption of individual Digital Asset Exchanges, each Digital Asset Reference Rate, and the price of digital assets generally, remains subject to volatility experienced by Digital Asset Exchanges, and such volatility can adversely affect the value of the Shares.

Furthermore, because the number of Digital Asset Exchanges is limited, each Digital Asset Reference Rate will necessarily be calculated by reference to a limited number of Digital Asset Exchanges. If a Digital Asset Exchange were subjected to regulatory, volatility or other pricing issues, the Reference Rate Provider would have limited ability to remove such Digital Asset Exchange from the group of trading venues used by it to calculate the relevant Digital Asset Reference Rate, which could skew the price of the digital asset as represented by such Digital Asset Reference Rate. Trading on a limited number of Digital Asset Exchanges may result in less favorable prices and decreased liquidity of one or more digital assets and, therefore, could have an adverse effect on the value of the Shares.

Purchasing activity associated with acquiring digital assets required for the creation of Baskets may increase the market price of digital assets on the Digital Asset Markets, which will result in higher prices for the Shares. Increases in the market price of digital assets may also occur as a result of the purchasing activity of other market participants. Other market participants may attempt to benefit from an increase in the market price of any particular digital asset that may result from increased purchasing activity of such digital asset connected with the issuance of Baskets. Consequently, the market price of any particular digital asset may decline immediately after Baskets are created. Decreases in the market price of digital assets may also occur as a result of sales in Secondary Markets by other market participants. If any of the Digital Asset Reference Rates decline, the value of the Shares will generally also decline.

Competition from the emergence or growth of other methods of investing in digital assets could have a negative impact on the price of the Fund Components and adversely affect the value of the Shares.

Investors may invest in digital assets through means other than an investment in the Shares, including through direct investments in digital assets and other potential financial vehicles, possibly including securities backed by or linked to one or more digital assets and digital asset financial vehicles similar to the Fund. Market and financial conditions, and other conditions beyond the Manager's control, may make it more attractive to invest in other financial vehicles or to invest in such digital assets directly, which could limit the market for, and reduce the liquidity of, the Shares. In addition, to the extent digital asset financial vehicles other than the Fund tracking the price of one or more digital assets are formed and represent a significant proportion of the demand for any particular digital asset, large purchases or redemptions of the securities of these digital asset financial vehicles, or private funds holding such digital asset, could negatively affect any of the Digital Asset Reference Rates, the Digital Asset Holdings, the value of the Shares, the NAV and the NAV per Share. Moreover, any reduced demand for Shares of the Fund may cause the Shares of the Fund to trade at a discount to the Digital Asset Holdings per Share.

Failure of funds that hold digital assets or that have exposure to digital assets through derivatives to receive SEC approval to list their shares on exchanges could adversely affect the value of the Shares.

There have been a growing number of attempts to list on national securities exchanges the shares of funds that hold digital assets or that have exposures to digital assets through derivatives. These investment vehicles attempt to provide institutional and retail investors exposure to markets for digital assets and related products. The SEC

has repeatedly denied such requests. In January 2018, the SEC’s Division of Investment Management outlined several questions that sponsors would be expected to address before the SEC will consider granting approval for funds holding “substantial amounts” of cryptocurrencies or “cryptocurrency-related products.” The questions, which focus on specific requirements of the Investment Company Act of 1940 (the “Investment Company Act”), generally fall into one of five key areas: valuation, liquidity, custody, arbitrage and potential manipulation. The SEC has not explicitly stated whether each of the questions set forth would also need to be addressed by entities with similar products and investment strategies that instead pursue registered offerings under the Securities Act, although such entities would need to comply with the registration and prospectus disclosure requirements of the Securities Act. Furthermore, NYSE Arca previously withdrew its application with the SEC filed in 2017 to list an affiliate of the Fund, Grayscale Bitcoin Trust (BTC), on a national securities exchange. Requests to list the shares of other funds on national securities exchanges have also been submitted to the SEC. Although the SEC approved several futures-based Bitcoin ETFs in October 2021, it has not approved any requests to list the shares of digital asset funds like the Fund to date. The requests to list the shares of digital asset funds submitted by the Chicago Board Options Exchange (“CBOE”) and the NYSE Arca in 2019 were withdrawn or received disapprovals. Subsequently, NYSE Arca and CBOE filed several new requests to list shares of various digital asset funds in 2021. Several of those requests were recently denied by the SEC in 2021 and to date in 2022, including a second request by NYSE Arca to list the shares of Grayscale Bitcoin Trust (BTC), which was denied in June 2022. The exchange listing of shares of digital asset funds would create more opportunities for institutional and retail investors to invest in the Digital Asset Market. If exchange-listing requests are not approved by the SEC and further requests are ultimately denied by the SEC, increased investment interest by institutional or retail investors could fail to materialize, which could reduce the demand for digital assets generally and therefore adversely affect the value of the Shares.

Risk Factors Related to the Fund and the Shares

The Fund faces risks related to the COVID-19 outbreak, which could negatively impact the value of the Fund’s holdings and significantly disrupt its affairs.

An outbreak of infectious respiratory illness caused by a novel coronavirus known as SARS-CoV-19 (“COVID-19”) was first detected in China in December 2019 and has now been spread globally. This outbreak has resulted in travel restrictions, closed international borders, enhanced health screenings at ports of entry and elsewhere, disruption of and delays in healthcare service preparation and delivery, prolonged quarantines, cancellations, lower consumer demand, layoffs, defaults and other significant economic impacts, as well as general concern and uncertainty. COVID-19 has had and will likely continue to have serious adverse effects on the economies and financial markets of many countries, resulting in an economic downturn that may adversely affect demand for digital assets generally and impact the value of, and demand for, the Fund Components. Although the duration and magnitude of the impact of the COVID-19 outbreak or the occurrence of other epidemics or pandemics on the Fund Components remains uncertain, the continued spread of COVID-19 and the imposition of related public health measures and travel and business restrictions have resulted in, and will continue to result in, increased volatility and uncertainty in economies and financial markets of many countries, which may include the Digital Asset Markets. Governmental authorities and regulators throughout the world have, in the past, responded to major economic disruptions with a variety of fiscal and monetary policy changes, such as quantitative easing, new monetary programs and lower interest rates. An unexpected or quick reversal of these policies, or the ineffectiveness of these policies, is likely to increase volatility in economies and financial market generally, and could specifically increase volatility in the Digital Asset Markets, which could adversely affect the value of the Fund Components and the value of the Shares.

In addition, the COVID-19 pandemic has disrupted the operations of many businesses. In response to the COVID-19 pandemic, the Manager has made certain adjustments to its operations, including moving all of its employees to a remote working situation as of March 31, 2020. While the operations of the Manager and the affairs of the

Fund have not been materially impacted as of the date hereof, there can be no assurance that further developments with respect to the COVID-19 pandemic will not have such an impact. Moreover, the Fund relies on third party service providers to perform certain functions essential to managing the affairs of the Fund. Any disruptions to the Fund's service providers' business operations resulting from business restrictions, quarantines or restrictions on the ability of personnel to perform their jobs could have an adverse impact on the Fund's ability to access critical services and would be disruptive to the affairs of the Fund. The COVID-19 outbreak or a similar pandemic could also cause disruption to Digital Asset Markets, including the closure of Digital Asset Exchanges, which could impact the price of the Fund Components and impact the Digital Asset Reference Rates or the Reference Rate Provider's operations, all of which could have a negative impact on the Fund.

Because of the holding period under Rule 144, the lack of an ongoing redemption program and the Fund's ability to halt creations from time to time, there is no arbitrage mechanism to keep the value of the Shares closely linked to the Digital Asset Reference Rates and the Shares may trade at a substantial premium over, or substantial discount to, the Digital Asset Holdings per Share.

Shares purchased from the Fund in sales in private placements are subject to a holding period under Rule 144. In addition, the Fund does not currently operate an ongoing redemption program. As a result, the Fund cannot rely on arbitrage opportunities resulting from differences between the value of the Shares and the price of the Fund Component to keep the value of the Shares closely linked to the relevant Digital Asset Reference Rate. As a result, the value of the Shares may not approximate the Fund's Digital Asset Holdings per Share or meet the Fund's investment objective, and the Shares may trade at a substantial premium over, or substantial discount to, the value of the Fund's Digital Asset Holdings per Share.

The Shares may trade at a price that is at, above or below the Fund's Digital Asset Holdings per Share as a result of the non-current trading hours between OTCQB and the Digital Asset Exchange Market.

The Fund's Digital Asset Holdings per Share will fluctuate with changes in the market value of the Fund Components, and the Manager expects the trading price of the Shares to fluctuate in accordance with changes in the Fund's Digital Asset Holdings per Share, as well as market supply and demand. However, the Shares may trade on OTCQB at, above or below the Fund's Digital Asset Holdings per Share for a variety of reasons. For example, OTCQB is open for trading in the Shares for a limited period each day, but the Digital Asset Exchange Market is a 24-hour marketplace. During periods when OTCQB is closed but Digital Asset Exchanges are open, significant changes in the price of the Fund Components on the Digital Asset Exchange Market could result in a difference in performance between the value of the Fund Components as measured by the Digital Asset Reference Rates and the most recent Digital Asset Holdings per Share or closing trading price. For example, if the price of the Fund Components on the Digital Asset Exchange Market, and the value of the Fund Components as measured by the Digital Asset Reference Rates, moves significantly in a negative direction after the close of OTCQB, the trading price of the Shares may "gap" down to the full extent of such negative price shift when OTCQB reopens. If the price of the Fund Components on the Digital Asset Exchange Market drops significantly during hours OTCQB is closed, shareholders may not be able to sell their Shares until after the "gap" down has been fully realized, resulting in an inability to mitigate losses in a rapidly negative market. Even during periods when OTCQB is open, large Digital Asset Exchanges (or a substantial number of smaller Digital Asset Exchanges) may be lightly traded or are closed for any number of reasons, which could increase trading spreads and widen any premium or discount on the Shares.

Shareholders who purchase Shares on OTCQB that are trading at a substantial premium over the Digital Asset Holdings per Share may suffer a loss on their investment if such premium decreases.

There can be no assurance that the value of the Shares of the Fund will reflect the value of the Fund Components, less the Fund's expenses and other liabilities and the Shares, if traded on any Secondary Market, may trade at a substantial premium over, or substantial discount to, such value and the Fund may be unable to meet its investment

objective. The value of the Shares of the Fund may not reflect the value of the Fund Components, less the Fund's expenses and other liabilities, for a variety of reasons, including the holding period under Rule 144 for Shares purchased in the private placement, the lack of an ongoing redemption program, any halting of creations by the Fund, Fund Components price volatility, trading volumes on, or closures of, exchanges where Fund Components trade due to fraud, failure, security breaches or otherwise, and the non-current trading hours between any Secondary Market, if applicable, and the global exchange market for trading the Fund Components. As a result, the Shares of the Fund, if traded on any Secondary Market, may trade at a substantial premium over, or a substantial discount to, the value of the Fund Components, less the Fund's expenses and other liabilities, and the Fund may be unable to meet its investment objective. For as long as the Shares trade at a substantial premium, investors who purchase Shares on OTCQB will pay substantially more for their Shares than investors who purchase Shares in the private placement. As a result, shareholders who purchase Shares on OTCQB may suffer a loss on their investment if they sell their Shares at a time when the premium has decreased from the premium at which they purchased the Shares even if the Fund's Digital Asset Holdings per Share remains the same. Likewise, shareholders that purchase Shares directly from the Fund may suffer a loss on their investment if they sell their Shares at a time when the Shares are trading at a discount on OTCQB. Furthermore, shareholders may suffer a loss on their investment even if the Fund's Digital Asset Holdings per Share increases because the decrease in any premium or increase in any discount may offset any increase in the Fund's Digital Asset Holdings per Share.

The amount of Fund Components represented by each Share will decline over time as the Fund pays the Manager's Fee and Additional Fund Expenses, and as a result, the value of the Shares may decrease over time.

The Manager's Fee accrues daily in U.S. dollars at an annual rate based on the Digital Asset Holdings Fee Basis Amount, which is based on the Digital Asset Holdings of the Fund, and is paid to the Manager in Fund Components. See "Description of the Fund—Impact of Fund Expenses on the Fund's Digital Asset Holdings" and "Description of the Fund—Hypothetical Expense Example." As a result, the amount of Fund Components represented by each Share declines as the Fund pays the Manager's Fee (or sells Fund Components in order to raise cash to pay any Additional Fund Expenses), which may cause the Shares to decrease in value over time or dampen any increase in value.

The value of the Shares may be influenced by a variety of factors unrelated to the value of the digital assets held by the Fund.

The value of the Shares may be influenced by a variety of factors unrelated to the price of the digital assets held by the Fund and the Digital Asset Exchanges included in the Digital Asset Reference Rates that may have an adverse effect on the value of the Shares. These factors include the following factors:

- Unanticipated problems or issues with respect to the mechanics of the Fund's operations and the trading of the Shares may arise, in particular due to the fact that the mechanisms and procedures governing the creation and offering of the Shares and storage of digital assets have been developed specifically for this product;
- The Fund could experience difficulties in operating and maintaining its technical infrastructure, including in connection with expansions or updates to such infrastructure, which are likely to be complex and could lead to unanticipated delays, unforeseen expenses and security vulnerabilities;
- The Fund could experience unforeseen issues relating to the performance and effectiveness of the security procedures used to protect its Digital Asset Accounts, or the security procedures may not protect against

all errors, software flaws or other vulnerabilities in the Fund's technical infrastructure, which could result in theft, loss or damage of its assets; or

- Service providers may decide to terminate their relationships with the Fund due to concerns that the introduction of privacy enhancing features to any particular Digital Asset Network may increase the potential for such digital asset to be used to facilitate crime, exposing such service providers to potential reputational harm.

Any of these factors could affect the value of the Shares, either directly or indirectly through their effect on the Fund's assets.

Shareholders do not have the protections associated with ownership of shares in an investment company registered under the Investment Company Act or the protections afforded by the CEA.

The Investment Company Act is designed to protect investors by preventing insiders from managing investment companies to their benefit and to the detriment of public investors, such as: the issuance of securities having inequitable or discriminatory provisions; the management of investment companies by irresponsible persons; the use of unsound or misleading methods of computing earnings and asset value; changes in the character of investment companies without the consent of investors; and investment companies from engaging in excessive leveraging. To accomplish these ends, the Investment Company Act requires the safekeeping and proper valuation of fund assets, restricts greatly transactions with affiliates, limits leveraging, and imposes governance requirements as a check on fund management.

The Fund is not a registered investment company under the Investment Company Act, and the Manager believes that the Fund is not required to register under such act. Consequently, shareholders do not have the regulatory protections provided to investors in investment companies.

The Fund will not hold or trade in commodity interests regulated by the CEA, as administered by the CFTC. Furthermore, the Manager believes that the Fund is not a commodity pool for purposes of the CEA, and that the Manager is not subject to regulation by the CFTC as a commodity pool operator or a commodity trading adviser in connection with the operation of the Fund. Consequently, shareholders will not have the regulatory protections provided to investors in CEA-regulated instruments or commodity pools.

The restrictions on transfer and redemption may result in losses on an investment in the Shares.

Shares purchased in the private placement may not be resold except in transactions exempt from registration under the Securities Act and state securities laws, and any such transaction must be approved in advance by the Manager. In determining whether to grant approval, the Manager will specifically look at whether the conditions of Rule 144 under the Securities Act and any other applicable laws have been met. Any attempt to sell Shares without the approval of the Manager in its sole discretion will be void ab initio. See "Share Structure—Transfer Restrictions" for more information.

At this time the Manager is not accepting redemption requests from shareholders. Therefore, unless the Fund is permitted to, and does, establish a Share redemption program, shareholders will be unable to (or could be significantly impeded in attempting to) sell or otherwise liquidate investments in the Shares, which could have a material adverse impact on demand for the Shares and their value.

Affiliates of the Fund previously entered into a settlement agreement with the SEC concerning the operation of one such affiliate's former redemption programs.

On April 1, 2014, Grayscale Bitcoin Trust (BTC), an affiliate of the Fund, launched a program pursuant to which its shareholders could request redemptions from Genesis, an affiliate of the Fund and the sole Authorized

Participant of Grayscale Bitcoin Trust (BTC) at that time. On September 23, 2014, Genesis received a letter from the staff of the SEC's Office of Compliance Inspections and Examinations summarizing the staff's findings from an onsite review of Genesis's broker-dealer activities conducted in June 2014. In its exit report, the staff stated that it had concluded that Grayscale Bitcoin Trust (BTC)'s redemption program, in which its shareholders were permitted to request the redemption of their shares through Genesis, appeared to violate Regulation M under the Exchange Act because such redemptions of shares took place at the same time Grayscale Bitcoin Trust (BTC) was in the process of creating shares. On July 11, 2016, Genesis and Grayscale Bitcoin Trust (BTC) entered into a settlement agreement with the SEC whereby they agreed to a cease-and-desist order against future violations of Rules 101 and 102 of Regulation M under the Exchange Act. Genesis also agreed to pay disgorgement of \$51,650.11 in redemption fees it collected, plus prejudgment interest of \$2,105.68, for a total of \$53,755.79. The Fund currently has no intention of seeking an exemption from the SEC under Regulation M in order to institute a redemption program.

There is no guarantee that an active trading market for the Shares will continue to develop.

The Shares are qualified for public trading on OTCQB and an active trading market for the Shares has developed. However, there can be no assurance that such trading market will be maintained or continue to develop. In addition, OTCQB can halt the trading of the Shares for a variety of reasons. To the extent that OTCQB halts trading in the Shares, whether on a temporary or permanent basis, investors may not be able to buy or sell Shares, which could adversely affect the value of the Shares. If an active trading market for the Shares does not continue to exist, the market prices and liquidity of the Shares may be adversely affected.

We also intend to seek to list the Shares on NYSE Arca sometime in the future. NYSE Arca must receive approval from the SEC in order to list the Shares. During 2016 and 2017, NYSE Arca and other exchanges filed several requests with the SEC to list the shares of digital asset funds, including the shares of Grayscale Bitcoin Trust (BTC). After the SEC issued disapprovals for a number of these requests, NYSE Arca withdrew its request relating to the shares of Grayscale Bitcoin Trust (BTC). Although the SEC approved several futures-based Bitcoin ETFs in October 2021, it has not approved any requests to list the shares of digital asset funds like the Fund to date. The requests to list the shares of digital asset funds submitted by the Chicago Board Options Exchange ("CBOE") and the NYSE Arca in 2019 were withdrawn or received disapprovals. Subsequently, NYSE Arca and CBOE filed several new requests to list shares of various digital asset funds in 2021. Several of those requests were recently denied by the SEC in 2021 and to date in 2022, including a second request by NYSE Arca to list the shares of Grayscale Bitcoin Trust (BTC), which was denied in June 2022. As such, there is no guarantee that we will be successful in listing the Shares on NYSE Arca even once we decide to do so.

As the Manager and its management have limited history of operating investment vehicles like the Fund, their experience may be inadequate or unsuitable to manage the Fund.

The past performances of the Manager's management in other investment vehicles, including their experiences in the digital asset and venture capital industries, are no indication of their ability to manage an investment vehicle such as the Fund. If the experience of the Manager and its management is inadequate or unsuitable to manage an investment vehicle such as the Fund, the operations of the Fund may be adversely affected.

Furthermore, the Manager is currently engaged in the management of other investment vehicles which could divert their attention and resources. If the Manager were to experience difficulties in the management of such other investment vehicles that damaged the Manager or its reputation, it could have an adverse impact on the Manager's ability to continue to serve as Manager for the Fund.

The Fund tracks the DFX, which may lead the Fund's portfolio to be underrepresented with respect to digital assets that are increasing in value and/or overrepresented with respect to digital assets that are declining in value.

Although the Fund will generally hold the Fund Components in proportion to their market capitalization, the Fund will not invest in digital assets that do not meet the DFX Methodology. In addition, the Manager may exclude a digital asset from the Fund's portfolio even if it meets the Fund's Construction Criteria because, among other reasons, (i) none or few of the Authorized Participants or service providers has the ability to trade or otherwise support the digital asset; (ii) use or trading of the digital asset raises or potentially raises significant governmental, policy or regulatory concerns or is subject or likely subject to a specialized regulatory regime, such as the U.S. federal securities or commodities laws or similar laws in other significant jurisdictions; (iii) the underlying code contains, or may contain, significant flaws or vulnerabilities; (iv) there is limited or no reliable information regarding, or concerns over the intentions of, the core developers of the digital asset; or (v) for any other reason, in each case as determined by the Manager in its sole discretion. As a result, the Fund's portfolio may be underrepresented with respect to digital assets that are increasing in value and/or overrepresented with respect to digital assets that are declining in value. Should this be the case, the Fund may underperform relative to other investment options that do invest in such digital assets and do not follow similar investment policies.

Moreover, the DFX, and therefore the Fund, is reviewed for rebalancing during a period that occurs on a quarterly basis and in accordance with specific criteria set forth under "Fund Objective—Rebalancing." Because the Fund will not actively manage the portfolio in between Fund Rebalancing Periods, the Fund may hold digital assets during periods in which their prices are flat or declining and may not be holding digital assets during periods in which such prices are rising if such price activity occurs between Fund Rebalancing Periods. For example, if any of the Fund Components are declining in value, the Fund will not sell such Fund Components except during Fund Rebalancing Periods in accordance with its investment policies or, if redemptions are then permitted, in order to meet redemptions. Any decrease in value of the Fund Components will result in a decrease in the Digital Asset Holdings which will negatively impact the value of the Shares. The Fund will not sell the Fund Components to attempt to avoid losses.

Moreover, there may be costs associated with a rebalancing of the Fund's portfolio, including transaction costs associated with the sale or purchase of digital assets and any tax on gains recognized by the Fund upon sales of digital assets, which could impact the Fund's performance.

The Fund's investments in digital assets may be illiquid.

It may be difficult or impossible for the Fund to sell a Fund Component or a Forked Asset during a Fund Rebalancing Period. Any such illiquidity may impact the Fund's ability to sell the Fund Components or Forked Assets, even under circumstances when the Manager believes it would be advantageous to do so. Digital assets are also often difficult to value and market prices for digital assets have experienced significant volatility in comparison to more liquid investments in other asset classes, such as equities, which could adversely affect the price at which the Fund is able to sell the Fund Components or Forked Assets, if it is able to do so at all.

Security threats to the Digital Asset Accounts could result in the halting of Fund operations and a loss of Fund assets or damage to the reputation of the Fund, each of which could result in a reduction in the value of the Shares.

Security breaches, computer malware and computer hacking attacks have been a prevalent concern in relation to digital assets. The Manager believes that the digital assets held in the Fund's Digital Asset Accounts will be an appealing target to hackers or malware distributors seeking to destroy, damage or steal the Fund's digital assets and will only become more appealing as the Fund's assets grow. To the extent that the Fund, the Manager, or the Custodian is unable to identify and mitigate or stop new security threats or otherwise adapt to technological

changes in the digital asset industry, the Fund's digital assets may be subject to theft, loss, destruction or other attack.

The Manager believes that the security procedures in place for the Fund, including but not limited to, offline storage, or "cold storage," multiple encrypted private key "shards", usernames, passwords and 2-step verification, are reasonably designed to safeguard the Fund's digital assets. Nevertheless, the security procedures cannot guarantee the prevention of any loss due to a security breach, software defect or act of God that may be borne by the Fund.

The security procedures and operational infrastructure may be breached due to the actions of outside parties, error or malfeasance of an employee of the Manager, the Custodian, or otherwise, and, as a result, an unauthorized party may obtain access to a Digital Asset Account, the relevant private keys (and therefore digital assets) or other data of the Fund. Additionally, outside parties may attempt to fraudulently induce employees of the Manager or the Custodian to disclose sensitive information in order to gain access to the Fund's infrastructure. As the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently, or may be designed to remain dormant until a predetermined event and often are not recognized until launched against a target, the Manager and the Custodian may be unable to anticipate these techniques or implement adequate preventative measures.

An actual or perceived breach of a Digital Asset Account could harm the Fund's operations, result in loss of the Fund's assets, damage the Fund's reputation and negatively affect the market perception of the effectiveness of the Fund, all of which could in turn reduce demand for the Shares, resulting in a reduction in the value of the Shares. The Fund may also cease operations, the occurrence of which could similarly result in a reduction in the value of the Shares.

Transactions in digital assets are irrevocable and stolen or incorrectly transferred digital assets may be irretrievable. As a result, any incorrectly executed digital asset transactions could adversely affect the value of the Shares.

Digital asset transactions are typically not reversible without the consent and active participation of the recipient of the transaction. Once a transaction has been verified and recorded in a block that is added to a blockchain, an incorrect transfer or theft of the applicable digital asset generally will not be reversible and the Fund may not be capable of seeking compensation for any such transfer or theft. Although the Fund's transfers of digital assets will regularly be made to or from the Digital Asset Accounts, it is possible that, through computer or human error, or through theft or criminal action, the Fund's digital assets could be transferred from the Fund's Digital Asset Accounts in incorrect amounts or to unauthorized third parties, or to uncontrolled accounts.

Such events have occurred in connection with digital assets in the past. For example, in September 2014, the Chinese Bitcoin exchange Huobi announced that it had sent approximately 900 Bitcoins and 8,000 Litecoins (worth approximately \$400,000 at the prevailing market prices at the time) to the wrong customers. To the extent that the Fund is unable to seek a corrective transaction with such third party or is incapable of identifying the third party which has received the Fund's digital assets through error or theft, the Fund will be unable to revert or otherwise recover incorrectly transferred digital assets. The Fund will also be unable to convert or recover its digital assets transferred to uncontrolled accounts. To the extent that the Fund is unable to seek redress for such error or theft, such loss could adversely affect the value of the Shares.

The Fund relies on third party service providers to perform certain functions essential to the affairs of the Fund and the replacement of such service providers could pose a challenge to the operations of the Fund.

The Fund relies on the Custodian, the Authorized Participant and other third party service providers to perform certain functions essential to managing the affairs of the Fund. In addition, the Authorized Participant relies on

the Liquidity Provider to source Fund Components in connection with the creation of Shares. Any disruptions to such service providers' business operations, including those resulting from business failures, security failures, government mandated regulation or operational problems, could have an adverse impact on the Fund's ability to access critical services and be disruptive to the operations of the Fund. Moreover, the Manager could decide, or may be required, to replace a service provider to the Fund, or the Authorized Participant may decide, or be required, to replace the Liquidity Provider. If the Manager and/or the Authorized Participant is required to replace any such service provider, they may not be able to find a party willing to serve in such capacity in a timely manner, on favorable terms or at all, which could adversely affect the value of the Shares.

If the Manager decides, or is required, to replace Coinbase Custody Trust Company, LLC as the Custodian of the Fund, transferring maintenance responsibilities of the Digital Asset Account of the Fund to another party will likely be complex and could subject the Fund's digital assets to the risk of loss during the transfer, which could have a negative impact on the performance of the Shares or result in loss of the Fund's assets.

In addition, the Manager may not be able to find a party willing to serve as the custodian under the same terms as the current Custodian Agreement. To the extent that the Manager is not able to find a suitable party willing to serve as the custodian, the Manager may be required to terminate the Fund and liquidate its digital assets. In addition, if the Manager decides, or is required, to replace the Authorized Participant and/or if the Authorized Participant decides, or is required, to replace the Liquidity Provider, this could negatively impact the Fund's ability to create new Shares, which would impact the Shares' liquidity and could have a negative impact on the value of the Shares.

The lack of full insurance and shareholders' limited rights of legal recourse against the Fund, Manager, Transfer Agent and Custodian expose the Fund and its shareholders to the risk of loss of the Fund's digital assets for which no person or entity is liable.

The Fund is not a banking institution or otherwise members of the Federal Deposit Insurance Corporation ("FDIC") or Securities Investor Protection Corporation ("SIPC") and, therefore, deposits held with or assets held by the Fund are not subject to the protections enjoyed by depositors with FDIC or SIPC member institutions. In addition, neither the Fund nor the Manager insures the Fund's digital assets. While the Custodian has indicated to the Manager that it has insurance coverage of up to \$320 million that covers losses of the digital assets it custodies on behalf of its clients, including the Fund's digital assets, resulting from theft, shareholders of the Fund cannot be assured that the Custodian will maintain adequate insurance or that such coverage will cover losses with respect to the Fund's digital assets. While the Custodian maintains certain capital reserve requirements depending on the assets under custody, and such capital reserves may provide additional means to cover client asset losses, the Manager does not know the amount of such capital reserves, and neither the Fund nor the Manager have access to such information. The Fund cannot be assured that the Custodian will maintain capital reserves sufficient to cover losses with respect to the Fund's digital assets.

Furthermore, under the Custodian Agreement, the Custodian's liability with respect to the Fund will never exceed the value of the digital assets on deposit in the Fund's Digital Asset Accounts at the time of, and directly relating to, the events giving rise to the liability occurred, as determined in accordance with the Custodian Agreement. In addition, for as long as a cold storage address for the Fund's Digital Asset Account holds digital assets with a value in excess of \$100 million (the "Cold Storage Threshold") for a period of five consecutive business days or more without being reduced to the Cold Storage Threshold or lower, the Custodian's maximum liability for such cold storage address shall be limited to the Cold Storage Threshold. The Manager monitors the value of digital assets deposited in cold storage addresses for whether the Cold Storage Threshold has been met by determining the U.S. dollar value of digital assets deposited in each cold storage address on business days. Although the Cold Storage Threshold has never been met for a given cold storage address, to the extent it is met and not reduced

within five business days, the Fund would not have a claim against the Custodian with respect to the digital assets held in such address to the extent the value exceeds the Cold Storage Threshold.

The Custodian is not liable for any lost profits or any special, incidental, indirect, intangible, or consequential damages, whether based in contract, tort, negligence, strict liability or otherwise, and whether or not the Custodian has been advised of such losses or the Custodian knew or should have known of the possibility of such damages. Notwithstanding the foregoing, the Custodian is liable to the Manager and the Fund for the loss of any digital assets to the extent that the Custodian directly caused such loss through a breach of the Custodian Agreement, and the Custodian is required to return to the Fund a quantity equal to the quantity of any such lost digital assets.

The shareholders' recourse against the Manager and the Fund's other service providers for the services they provide to the Fund, including those relating to the provision of instructions relating to the movement of digital assets, is limited. Consequently, a loss may be suffered with respect to the Fund's digital assets that is not covered by insurance and for which no person is liable in damages. As a result, the recourse of the Fund or the shareholders, under New York law, is limited.

The Fund may be required, or the Manager may deem it appropriate, to wind up, liquidate and dissolve at a time that is disadvantageous to shareholders.

If the Fund is required to wind up, liquidate and dissolve, or the Manager determines in accordance with the terms of the LLC Agreement that it is appropriate to wind up, liquidate and dissolve the Fund, such liquidation and dissolution could occur at a time that is disadvantageous to shareholders, such as when the Actual Exchange Rate of any of the digital assets of the Fund, including a digital asset with a significant Weighting, is lower than the applicable Digital Asset Reference Rate was at the time when shareholders purchased their Shares. In such a case, the proceeds of the sale of any of the Fund's digital assets will be less than they would have been had the Actual Exchange Rate for the applicable digital asset been higher at the time of sale. See "Material Contracts—Description of the LLC Agreement—The Manager—Termination of the Fund" for more information about the dissolution of the Fund, including when the dissolution of the Fund may be triggered by events outside the direct control of the Manager or the shareholders.

The LLC Agreement includes provisions that limit shareholders' voting rights and restrict shareholders' right to bring a derivative action.

Under the LLC Agreement, shareholders have limited voting rights, the Fund will not have regular shareholder meetings and shareholders will generally take no part in the management or control of the Fund. Accordingly, shareholders do not have the right to authorize actions, appoint service providers or take other actions as may be taken by shareholders of other funds or companies where shares carry such rights. The shareholders' limited voting rights give almost all control under the LLC Agreement to the Manager. The Manager may take actions in the operation of the Fund that may be adverse to the interests of shareholders and may adversely affect the value of the Shares.

Moreover, pursuant to the terms of the LLC Agreement, shareholders' right to bring a derivative action (i.e., to initiate a lawsuit in the name of the Fund in order to assert a claim belonging to the Fund against a fiduciary of the Fund or against a third-party when the Fund's management has refused to do so) is restricted. The LLC Agreement provides that in addition to any other requirements of applicable law, no shareholder will have the right, power or authority to bring or maintain a derivative action, suit or other proceeding on behalf of the Fund unless two or more shareholders who (i) are not "Affiliates" (as defined in the LLC Agreement and below) of one another and (ii) collectively hold at least 10.0% of the outstanding Shares join in the bringing or maintaining of such action, suit or other proceeding. This provision applies to any derivative actions brought in the name of the Fund other than claims under the federal securities laws and the rules and regulations thereunder.

While there have been no Cayman Islands judicial cases that consider the enforceability of derivative action claims in the context of Cayman Islands limited liability companies, there are likely to be certain public policy limitations on the enforceability of a provision such as Section 6.4 of the LLC Agreement to the extent that a court were to determine that the language is intended to preclude a member from bringing a claim against a manager who had acted fraudulently or in willful default of its obligations—its minimum standard of care obligations. The LLC Act does not contain an express statutory right for a member to bring a derivative action although the LLC Act contemplates that a member may bring proceedings on behalf of a limited liability company in a representative capacity against members or managers. The common law principles regarding derivative actions that apply to companies incorporated under the LLC Act would also be informative. Generally, a derivative action may only be brought in respect of claims that involve a “fraud on the minority” or serious wrongdoing causing harm to a company. For these reasons, there may be limitations on the enforceability of the derivative action provisions in the LLC Agreement.

Nonetheless, due to this additional requirement, a shareholder attempting to bring or maintain a derivative action in the name of the Fund will be required to locate other shareholders with which it is not affiliated and that have sufficient Shares to meet the 10.0% threshold based on the number of Shares outstanding on the date the claim is brought and thereafter throughout the duration of the action, suit or proceeding. This may be difficult and may result in increased costs to a shareholder attempting to seek redress in the name of the Fund in court. Moreover, if shareholders bringing a derivative action, suit or proceeding pursuant to this provision of the Fund Agreement do not hold 10.0% of the outstanding Shares on the date such an action, suit or proceeding is brought, or such shareholders are unable to maintain Share ownership meeting the 10.0% threshold throughout the duration of the action, suit or proceeding, such shareholders’ derivative action may be subject to dismissal. As a result, the LLC Agreement limits the likelihood that a shareholder will be able to successfully assert a derivative action in the name of the Fund, even if such shareholder believes that he or she has a valid derivative action, suit or other proceeding to bring on behalf of the Fund. See “Description of Fund Documents—Description of the LLC Agreement—The Manager—Fiduciary and Regulatory Duties of the Manager” for more detail.

The Manager is solely responsible for determining the value of the Digital Asset Holdings and Digital Asset Holdings per Share, and any errors, discontinuance or changes in such valuation calculations may have an adverse effect on the value of the Shares.

The Manager will determine the Fund’s Digital Asset Holdings and Digital Asset Holdings per Share on a daily basis as soon as practicable after 4:00 p.m., New York time, on each business day. The Manager’s determination is made utilizing data from the operations of the Fund and the Digital Asset Reference Rates, calculated at 4:00 p.m., New York time, on such day. If the Manager determines in good faith that a Digital Asset Reference Rate does not reflect an accurate price for a Fund Component, then the Manager will employ an alternative method to determine such Digital Asset Reference Rate under the cascading set of rules set forth in “Overview of the Digital Asset Industry and Market—Fund Component Value—Digital Asset Reference Rates—Determination of Digital Asset Reference Rates When Indicative Prices and Index Prices are Unavailable.” In the context of applying such rules, the Manager may determine in good faith that the alternative method applied does not reflect an accurate price for the relevant Fund Component and apply the next alternative method under the cascading set of rules. If the Manager determines after employing all of alternative methods that a Digital Asset Reference Rate does not reflect an accurate price for a Fund Component, the Manager will use its best judgment to determine a good faith estimate of the Digital Asset Reference Rate. There are no predefined criteria to make a good faith assessment in these scenarios and such decisions will be made by the Manager in its sole discretion. The Manager may calculate such Digital Asset Reference Rate in a manner that ultimately reflects an inaccurate price for such Fund Component. To the extent that the Digital Asset Holdings, Digital Asset Holdings per Share, or the Digital Asset Reference Rates are incorrectly calculated, the Manager may not be liable for any error and such misreporting of valuation data could adversely affect the value of the Shares and investors could suffer a substantial loss on their investment in the Fund.

Moreover, the terms of the LLC Agreement do not prohibit the Manager from changing the Digital Asset Reference Rate used to calculate the Digital Asset Holdings and Digital Asset Holdings per Share of the Fund. Any such change in the Digital Asset Reference Rate of a Fund Component could affect the value of the Shares and investors could suffer a substantial loss on their investment in the Fund.

Extraordinary expenses resulting from unanticipated events may become payable by the Fund, adversely affecting the value of the Shares.

In consideration for the Manager's Fee, the Manager has contractually assumed all ordinary-course operational and periodic expenses of the Fund. Extraordinary expenses incurred by the Fund, such as taxes and governmental charges, expenses and costs of any extraordinary services performed by the Manager (or any other service provider) on behalf of the Fund to protect the Fund or the interests of shareholders (including in connection with any Forked Assets) or extraordinary legal fees and expenses, are not assumed by the Manager and are borne by the Fund. See "Fund Objective—Fund Expenses." In order to pay expenses not assumed by the Manager, the Manager will cause the Fund to either (i) sell its digital assets and/or Forked Assets or (ii) deliver its digital assets and/or Forked Assets in kind to pay such expenses not assumed by the Manager on an as-needed basis. Accordingly, the Fund may be required to sell or otherwise dispose of digital assets or Forked Assets at a time when the trading prices for those assets are depressed.

The sale or other disposition of assets of the Fund in order to pay extraordinary expenses could have a negative impact on the value of the Shares for several reasons. These include the following factors:

- The Fund is not actively managed on a day-to-day basis and no attempt will be made to protect against or to take advantage of fluctuations in the prices of the Fund Components or Forked Assets held by the Fund. Consequently, if the Fund incurs expenses in U.S. dollars, the Fund Components or Forked Assets may be sold at a time when the values of the disposed assets are low, resulting in a negative impact on the value of the Shares.
- Because the Fund does not generate any income, unless it uses cash, every time that it pays expenses, it will deliver the Fund Components or Forked Assets to the Manager or sell the Fund Components or Forked Assets. Any sales of the Fund's assets in connection with the payment of expenses will decrease the amount of the Fund's assets represented by each Share each time its assets are sold or transferred to the Manager.

The value of the Shares will be adversely affected if the Fund is required to indemnify the Manager, the Transfer Agent or the Custodian under the Fund Documents.

Under the Fund Documents, each of the Manager, the Transfer Agent and the Custodian has a right to be indemnified by the Fund for certain liabilities or expenses that it incurs without gross negligence, bad faith or willful misconduct on its part. Therefore, the Manager, Transfer Agent or the Custodian may require that the assets of the Fund be sold in order to cover losses or liability suffered by it. Any sale of that kind would reduce the Digital Asset Holdings of the Fund and the value of the Shares.

Intellectual property rights claims may adversely affect the Fund and the value of the Shares.

The Manager is not aware of any intellectual property rights claims that may prevent the Fund from operating and holding any digital assets. However, third parties may assert intellectual property rights claims relating to the operation of the Fund and the mechanics instituted for the investment in, holding of and transfer of digital assets. Regardless of the merit of an intellectual property or other legal action, any legal expenses to defend, or payments to settle, such claims would be extraordinary expenses that would be borne by the Fund in most cases through the sale or transfer of its digital assets. Additionally, a meritorious intellectual property rights claim could prevent the

Fund from operating and force the Manager to terminate the Fund and liquidate its digital assets. As a result, an intellectual property rights claim against the Fund could adversely affect the value of the Shares.

Risk Factors Related to the Regulation of the Fund and the Shares

Regulatory changes or actions by the U.S. Congress or any U.S. federal or state agencies may affect the value of the Shares or restrict the use of one or more digital assets, mining activity or the operation of their networks or the Digital Asset Exchange Market in a manner that adversely affects the value of the Shares.

As digital assets have grown in both popularity and market size, the U.S. Congress and a number of U.S. federal and state agencies (including FinCEN, SEC, CFTC, FINRA, the Consumer Financial Protection Bureau, the Department of Justice, The Department of Homeland Security, the Federal Bureau of Investigation, the IRS and state financial institution regulators) have been examining the operations of Digital Asset Networks, digital asset users and the Digital Asset Markets, with particular focus on the extent to which digital assets can be used to launder the proceeds of illegal activities or fund criminal or terrorist enterprises and the safety and soundness of exchanges and other service providers that hold digital assets for users. Many of these state and federal agencies have issued consumer advisories regarding the risks posed by digital assets to investors. Ongoing and future regulatory actions with respect to digital assets generally or a digital asset held by the Fund in particular may alter, perhaps to a materially adverse extent, the nature of an investment in the Shares or the ability of the Fund to continue to operate.

In August 2021, the chair of the SEC stated that he believed investors using digital asset trading platforms are not adequately protected, and that activities on the platforms can implicate the securities laws, commodities laws and banking laws, raising a number of issues related to protecting investors and consumers, guarding against illicit activity, and ensuring financial stability. The chair expressed a need for the SEC to have additional authorities to prevent transactions, products, and platforms from “falling between regulatory cracks,” as well as for more resources to protect investors in “this growing and volatile sector.” The chair called for federal legislation centering on digital asset trading, lending, and decentralized finance platforms, seeking “additional plenary authority” to write rules for digital asset trading and lending. Moreover, President Biden’s March 9, 2022 Executive Order, asserting that technological advances and the rapid growth of the digital asset markets “necessitate an evaluation and alignment of the United States Government approach to digital assets,” signals an ongoing focus on digital asset policy and regulation in the United States. It is difficult to predict whether President Biden’s March 9, 2022 Executive Order will lead to Congress granting additional authorities to the SEC or other regulators, what the nature of such additional authorities might be, how they might impact the ability of Digital Asset Markets to function or how any new regulations that may flow from such authorities might impact the value of digital assets generally and those held by the Fund specifically. The consequences of increased federal regulation of digital assets and digital asset activities could have a material adverse effect on the Fund and the Shares.

Law enforcement agencies have often relied on the transparency of blockchains to facilitate investigations. However, certain privacy-enhancing features have been, or are expected to be, introduced to a number of Digital Asset Networks, and these features may provide law enforcement agencies with less visibility into transaction-level data. Europol, the European Union’s law enforcement agency, released a report in October 2017 noting the increased use of privacy-enhancing digital assets like Zcash and Monero in criminal activity on the internet. In August 2022, OFAC banned all U.S. citizens from using Tornado Cash, a digital asset protocol designed to obfuscate blockchain transactions, by adding certain Ethereum wallet addresses associated with the protocol to its Specially Designated Nationals list. Notable industry participants such as Centre, the issuer of the USDC stablecoin, have reportedly complied with the sanctions and blacklisted the sanctioned addresses from interacting with their networks. Although no regulatory action has been taken to treat privacy-enhancing digital assets differently, this may change in the future.

A determination that a digital asset is a “security” may adversely affect the value of such digital asset and the value of the Shares, and result in potentially extraordinary, nonrecurring expenses to, or termination of the Fund, if such digital asset is a Fund Component.

Depending on its characteristics, a digital asset may be considered a “security” under the federal securities laws. The test for determining whether a particular digital asset is a “security” is complex and difficult to apply, and the outcome is difficult to predict. Public, though non-binding, statements by senior officials at the SEC have indicated that the SEC did not consider Bitcoin or Ethereum to be securities and does not currently consider Bitcoin to be a security. The SEC staff has also provided informal assurances to a handful of promoters that their digital assets are not securities. On the other hand, the SEC has brought enforcement actions against the issuers and promoters of several other digital assets on the basis that the digital assets in question are securities.

Whether a digital asset is a security under the federal securities laws depends on whether it is included in the lists of instruments making up the definition of “security” in the Securities Act, the Exchange Act and the Investment Company Act. Digital assets as such do not appear in any of these lists, although each list includes the terms “investment contract” and “note,” and the SEC has typically analyzed whether a particular digital asset is a security by reference to whether it meets the tests developed by the federal courts interpreting these terms, known as the *Howey* and *Reves* tests, respectively. For many digital assets, whether or not the *Howey* or *Reves* tests are met is difficult to resolve definitively, and substantial legal arguments can often be made both in favor of and against a particular digital asset qualifying as a security under one or both of the *Howey* and *Reves* tests. Adding to the complexity, the SEC staff has indicated that the security status of a particular digital asset can change over time as the relevant facts evolve. The Manager does not intend to permit the Fund to hold any digital asset that the Manager determines is a security under the federal securities laws, whether that determination is initially made by the Manager itself, or because the SEC or a federal court subsequently makes that determination. Because the legal tests for determining whether a digital asset is or is not a security often leave room for interpretation, when the Manager believes there to be good faith grounds to conclude that a particular digital asset is not a security, the Manager does not intend to exclude that digital asset from the Fund strictly on the basis that it could at some future point be determined to be a security.

As part of determining whether a digital asset is a security for purposes of the federal securities laws, the Manager takes into account a number of factors, including the various definitions of “security” under the federal securities laws and federal court decisions interpreting elements of these definitions, such as the U.S. Supreme Court’s decisions in the *Howey* and *Reves* cases, as well as reports, orders, press releases, public statements and speeches by the SEC and its staff providing guidance on when a digital asset may be a security for purposes of the federal securities laws. Finally, the Manager discusses the security status of a digital asset with its external securities lawyers and has received a memorandum regarding the status of each Fund Component under the federal securities laws from its external securities lawyers. Through this process the Manager believes that it is applying the proper legal standards in determining that a digital asset is not a security in light of the uncertainties inherent in the *Howey* and *Reves* tests. In light of these uncertainties and the fact-based nature of the analysis, the Manager acknowledges that one or more digital assets held by the Fund may currently be securities, based on the facts as they exist today, or may in the future be found by the SEC or a federal court to be a security under the federal securities laws notwithstanding the Manager’s prior conclusion; and the Manager’s prior conclusion, even if reasonable under the circumstances, would not preclude legal or regulatory action based on the presence of a security.

Analyses from counsel typically review the often-complex facts surrounding a particular digital asset’s underlying technology, creation, use case and usage, distribution and secondary-market trading characteristics as well as contributions of the individuals or organizations who appear to be involved in these activities, among other relevant facts, usually drawing on publicly available information. This information, usually found on the Internet, often includes both information that originated with or is attributed to such individuals or organizations, as well

as information from third party sources and databases that may or may not have a connection to such individuals or organizations, and the availability and nature of such information can change over time. The Manager and counsel often have no independent means of verifying the accuracy or completeness of such information, and therefore of necessity usually must assume that such information is materially accurate and complete for purposes of the *Howey* and *Reves* analyses. After having gathered this information, counsel typically analyzes it in light of the *Howey* and *Reves* tests, in order to inform a judgment as to whether or not a federal court would conclude that the digital asset in question is or is not a security for purposes of the federal securities laws. Often, certain factors appear to support a conclusion that the digital asset in question is a security, while other factors appear to support the opposite conclusion, and in such a case counsel endeavors to weigh the importance and relevance of the competing factors. This analytical process is further complicated by the fact that, at present, federal judicial case law applying the relevant tests to digital assets is scant, with no federal appellate court having considered the question on the merits, as well as the fact that because each digital asset presents its own unique set of relevant facts, it is not always possible to directly analogize the analysis of one digital asset to another. Because of this factual complexity and the current lack of a well-developed body of federal case law applying the relevant tests to a variety of different fact patterns, the Manager has not in the past received, and currently does not expect that it would be able to receive, “opinions” of counsel stating that a particular digital asset is or is not a security for federal securities law purposes. The Manager understands that as a matter of practice, counsel is generally able to render a legal “opinion” only when the relevant facts are substantially ascertainable and the applicable law is both well-developed and settled. As a result, given the relative novelty of digital assets, the challenges inherent in fact-gathering for particular digital assets, and the fact that federal courts have only recently been tasked with adjudicating the applicability of federal securities law to digital assets, the Manager understands that at present counsel is generally not in a position to render a legal “opinion” on the securities-law status of a Fund Component or any other particular digital asset.

Any enforcement action by the SEC or a state securities regulator asserting that a digital asset is a security, or a court decision to that effect, would be expected to have an immediate material adverse impact on the trading value of the digital asset, as well as the Shares of the Fund if such digital asset is a Fund Component or substantially similar to a Fund Component. This is because the business models behind most digital assets are incompatible with regulations applying to transactions in securities. If a digital asset is determined or asserted to be a security, it is likely to become difficult or impossible for the digital asset to be traded, cleared or custodied in the United States through the same channels used by non-security digital assets, which in addition to materially and adversely affecting the trading value of the digital asset is likely to significantly impact its liquidity and market participants’ ability to convert the digital asset into U.S. dollars.

For example, in 2020 the SEC filed a complaint against the issuer of XRP, Ripple Labs, Inc., and two of its executives, alleging that they raised more than \$1.3 billion through XRP sales that should have been registered under the federal securities laws, but were not. In the years prior to the SEC’s action, XRP’s market capitalization at times reached over \$140 billion. However, in the weeks following the SEC’s complaint, XRP’s market capitalization fell to less than \$10 billion, which was less than half of its market capitalization in the days prior to the complaint. On December 30, 2020, Genesis, the Authorized Participant of the Fund, announced that effective January 15, 2021, at 5 p.m. ET, it would temporarily suspend trading for XRP. As a result, effective January 4, 2021, the Manager removed XRP from the Grayscale Digital Large Cap Fund, LLC’s, an affiliate of the Fund, portfolio and sold the XRP holdings to purchase additional tokens of the remaining Fund Components in proportion to their respective weightings. Similarly, in July 2022, the SEC filed insider trading charges against a former employee of Coinbase Global, Inc. and two other individuals. In the complaint, the SEC alleged that nine digital assets, including a digital asset known as AMP, were securities under the U.S. federal securities laws. The SEC’s action against XRP’s issuer and its inclusion of securities designations in the July 2022 insider trading complaint underscores the continuing uncertainty around which digital assets are securities, and demonstrates that such factors as how long a digital asset has been in existence, how widely held it is, how large its market

capitalization is and that it has actual usefulness in commercial transactions, ultimately may have no bearing on whether the SEC or a court will find it to be a security.

In addition, if a significant portion of the Fund Components are determined to be securities, the Fund could be considered an unregistered “investment company” under SEC rules, which could necessitate the Fund’s liquidation. In this case, the Fund and the Manager may be deemed to have participated in an illegal offering of securities and there is no guarantee that the Manager will be able to register the Fund under the Investment Company Act at such time or take such other actions as may be necessary to ensure the Fund’s activities comply with applicable law, which could force the Manager to liquidate the Fund.

Moreover, whether or not the Manager or the Fund were subject to additional regulatory requirements as a result of any SEC or federal court determination that its assets include securities, the Manager may nevertheless decide to terminate the Fund, in order, if possible, to liquidate the Fund’s assets while a liquid market still exists. If the SEC or a federal court were to determine that a significant portion of the Fund Components are securities, it is likely that the value of the Shares of the Fund would decline significantly, and that the Fund itself would be terminated and, if practical, its assets liquidated. Moreover, if it is determined that any Fund Component is a security, it is likely that the value of the Shares of the Fund would decline in proportion to the share of the Fund assets represented by such Fund Component.

DeFi protocols and digital assets used in DeFi protocols, which operate on smart contract platforms, pose heightened regulatory concerns even beyond those that face Digital Asset Networks and digital assets generally.

One of the most prominent use-cases of the Fund Components’ smart contract platforms is the operation of DeFi protocols. The U.S. financial system is extensively regulated at both the federal and state level with a particular focus on intermediaries such as banks, broker-dealers, futures commission merchants, investment funds, investment advisers, and financial asset exchanges, trading platforms, clearinghouses and custodians. U.S. laws and regulations impose specific obligations on financial services intermediaries both for the protection of their customers and for the protection of the U.S. financial system as a whole. These include capital requirements, activities restrictions, reporting and disclosure requirements and obligations to monitor the activities of their customers and to ensure that the intermediaries’ activities and the activities of their customers are conducted in accordance with applicable laws and regulations. Non-U.S. laws and regulatory requirements may impose similar obligations. By seeking to eliminate or substantially limit the role of traditional financial services intermediaries in lending, brokering, advisory, trading, clearing, custodying and other financial services activities, DeFi protocols pose numerous challenges to the longstanding oversight framework developed under U.S. law and used by U.S. and other regulators. For example, one commissioner of the CFTC has publicly stated that he believes certain DeFi protocols and activities operating without regulatory licensing likely violate the Commodity Exchange Act. Further, most DeFi activities rely on users maintaining “self-hosted” wallets, and DeFi protocols generally do not engage in AML and KYC or other customer identification and due diligence processes, each of which have raised concerns for regulators, including international standard-setting bodies such as the Financial Action Task Force.

Legislative bodies and regulators may be required to adapt their regulatory models to accommodate decentralized financial activities, or take novel steps to supervise, limit or even prohibit decentralized financial activities. It is not possible to predict how or when these challenges will be resolved or what the impact on specific DeFi protocols will be, and it is likely that the DeFi industry will face a prolonged period of regulatory uncertainty. It is possible that some DeFi protocols, including those using digital assets that make up the Fund Components, will be subjected to costly and burdensome compliance regimes or even prohibited outright.

In addition, traditional financial services intermediaries bear significant and ongoing costs to comply with financial services regulation, and individually or through trade associations may actively oppose legislative or

regulatory efforts to accommodate DeFi activities that compete with their core service offerings. Traditional financial services intermediaries may instead actively encourage policymakers and regulatory authorities to take actions that impede the development and use of DeFi protocols. DeFi protocols that significantly improve on traditional financial services offerings by making transactions more efficient and inexpensive, including those using digital assets that make up the Fund Components, can be expected to draw the most attention and potential opposition from traditional financial services intermediaries, the associations that represent them, and their legislative allies.

Any action taken by federal, state or international policymakers or regulators to address risks and perceived risks to the public or to the U.S. and other countries' financial systems from decentralized financial activities, or the threat of such action, could have a material adverse impact on one or more DeFi protocols, smart contract platforms and/or the Fund Components and therefore materially and adversely impact the Fund and the value of the Shares.

Changes in SEC policy could adversely impact the value of the Shares.

The effect of any future regulatory change on the Fund or the digital assets held by the Fund is impossible to predict, but such change could be substantial and adverse to the Fund and the value of the Shares. In particular, the SEC has not yet approved the listing on a national securities exchange of any non-futures based digital-asset focused exchange-traded fund ("ETF"). If the SEC were to approve any such ETF in the future, such an ETF may be perceived to be a superior investment product offering exposure to digital assets compared to the Fund because the value of the shares issued by such an ETF would be expected to more closely track the ETF's net asset value than do Shares of the Fund, and investors may therefore favor investments in such ETFs over investments in the Fund. Any weakening in demand for the Shares compared to digital asset ETF shares could cause the value of the Shares to decline.

Competing industries may have more influence with policymakers than the digital asset industry, which could lead to the adoption of laws and regulations that are harmful to the digital asset industry.

The digital asset industry is relatively new and does not have the same access to policymakers and lobbying organizations in many jurisdictions compared to industries with which digital assets may be seen to compete, such as banking, payments and consumer finance. Competitors from other, more established industries may have greater access to and influence with governmental officials and regulators and may be successful in persuading these policymakers that digital assets require heightened levels of regulation compared to the regulation of traditional financial services. As a result, new laws and regulations may be proposed and adopted in the United States and elsewhere, or existing laws and regulations may be interpreted in new ways, that disfavor or impose compliance burdens on the digital asset industry or digital asset platforms, which could adversely impact the digital assets making up the Fund Components and therefore the value of the Shares.

Regulatory changes or other events in foreign jurisdictions may affect the value of the Shares or restrict the use of one or more digital assets, mining activity or the operation of their networks or the Digital Asset Exchange Market in a manner that adversely affects the value of the Shares.

Various foreign jurisdictions have, and may continue to adopt laws, regulations or directives that affect a Digital Asset Network, the Digital Asset Markets, and their users, particularly Digital Asset Exchanges and service providers that fall within such jurisdictions' regulatory scope. For example, if China or other foreign jurisdictions were to ban or otherwise restrict mining activity, including by regulating or limiting manufacturers' ability to produce or sell semiconductors or hard drives in connection with mining, it would have a material adverse effect on Digital Asset Networks, the Digital Asset Market, and as a result, impact the value of the Shares.

A number of foreign jurisdictions have recently taken regulatory action aimed at digital asset activities. China has made transacting in cryptocurrencies illegal for Chinese citizens in mainland China, and additional restrictions may follow. Both China and South Korea have banned initial coin offerings entirely and regulators in other jurisdictions, including Canada, Singapore and Hong Kong, have opined that initial coin offerings may constitute securities offerings subject to local securities regulations. In May 2021, the Chinese government announced renewed efforts to restrict cryptocurrency trading and mining activities, citing concerns about high energy consumption and its desire to promote financial stability. Regulators in the Inner Mongolia and other regions of China have proposed regulations that would create penalties for companies engaged in cryptocurrency mining activities and introduce heightened energy saving requirements on industrial parks, data centers and power plants providing electricity to cryptocurrency miners. The United Kingdom's Financial Conduct Authority published final rules in October 2020 banning the sale of derivatives and exchange traded notes that reference certain types of digital assets, contending that they are "ill-suited" to retail investors citing extreme volatility, valuation challenges and association with financial crime. See "Overview of the Digital Asset Industry and Market—Government Oversight."

Foreign laws, regulations or directives may conflict with those of the United States and may negatively impact the acceptance of one or more digital assets by users, merchants and service providers outside the United States and may therefore impede the growth or sustainability of the digital asset economy in the European Union, China, Japan, Russia and the United States and globally, or otherwise negatively affect the value of digital assets held by the Fund. Moreover, other events, such as the interruption in telecommunications or Internet services, cyber-related terrorist acts, civil disturbances, war or other catastrophes could also negatively affect the digital asset economy in one or more jurisdictions. For example, Russia's invasion of Ukraine on February 24, 2022 led to volatility in digital asset prices, with an initial steep decline followed by a sharp rebound in prices. The Manager has not observed any material impact on the price or trading volume of the Fund Components as a result of Russia's relative to the price and trading volume of other digital assets such as Bitcoin and Ethereum as a result of Russia's invasion of Ukraine on February 24, 2022 and the subsequent, ongoing conflict between the two nations. However, the effect of any future regulatory changes or actions on the Fund or the Fund Components is impossible to predict, and such change could be substantial and adverse to the Fund and the value of the Shares.

If regulators or public utilities take actions that restrict or otherwise impact mining activities, there may be a significant decline in such activities, which could adversely affect Digital Asset Networks and the value of the Shares.

Concerns have been raised about the electricity required to secure and maintain Digital Asset Networks. For example, as of June 30, 2022, over 252 million tera hashes are performed every second in connection with mining on the Bitcoin network. Although measuring the electricity consumed by this process is difficult because these operations are performed by various machines with varying levels of efficiency, the process consumes a significant amount of energy. The operations of other Digital Asset Networks may also consume significant amounts of energy. Further, in addition to the direct energy costs of performing calculations on any given Digital Asset Network, there are indirect costs that impact a network's total energy consumption, including the costs of cooling the machines that perform these calculations.

Driven by concerns around energy consumption and the impact on public utility companies, various states and cities have implemented, or are considering implementing, moratoriums on mining activity in their jurisdictions. A significant reduction in mining activity as a result of such actions could adversely affect the security of a Digital Asset Network by making it easier for a malicious actor or botnet to manipulate the relevant blockchain. See "—If a malicious actor or botnet obtains control of more than 50% of the processing power on a Digital Asset Network, or otherwise obtains control over a Digital Asset Network through its influence over core developers or otherwise, such actor or botnet could manipulate the relevant blockchain to adversely affect the value of the Shares or the ability of the Fund to operate." If regulators or public utilities take action that restricts or otherwise impacts mining

activities, such actions could result in decreased security of a Digital Asset Network and consequently adversely impact the value of the Shares.

If regulators subject an Authorized Participant, the Fund or the Manager to regulation as a money service business or money transmitter, this could result in extraordinary expenses to the Authorized Participant, the Fund or Manager and also result in decreased liquidity for the Shares.

To the extent that the activities of any Authorized Participant, the Fund or the Manager cause it to be deemed a “money services business” under the regulations promulgated by FinCEN, such Authorized Participant, the Fund or the Manager may be required to comply with FinCEN regulations, including those that would mandate such Authorized Participant to implement anti-money laundering programs, make certain reports to FinCEN and maintain certain records. Similarly, the activities of an Authorized Participant, the Fund or the Manager may require it to be licensed as a money transmitter or as a digital asset business, such as under the New York State Department of Financial Services’ BitLicense regulations.

Such additional regulatory obligations may cause an Authorized Participant, the Fund or the Manager to incur extraordinary expenses. If such Authorized Participant, the Fund or the Manager decided to seek the required licenses, there is no guarantee that they will timely receive them. An Authorized Participant may instead decide to terminate its role as Authorized Participant of the Fund, or the Manager may decide to discontinue and wind up the Fund. An Authorized Participant’s decision to cease acting as such may decrease the liquidity of the Shares, which could adversely affect the value of the Shares, and termination of the Fund in response to the changed regulatory circumstances may be at a time that is disadvantageous to the shareholders.

Additionally, to the extent an Authorized Participant, the Fund or the Manager is found to have operated without appropriate state or federal licenses, it may be subject to investigation, administrative or court proceedings, and civil or criminal monetary fines and penalties, all of which would harm the reputation of the Fund or the Manager and decrease the liquidity and have a material adverse effect on the price of the Shares.

Regulatory changes or interpretations could obligate the Fund or the Manager to register and comply with new regulations, resulting in potentially extraordinary, nonrecurring expenses to the Fund.

Current and future legislation, CFTC and SEC rulemaking and other regulatory developments may impact the manner in which digital assets are treated for classification and clearance purposes. In particular, a digital asset may be classified by the CFTC as a “commodity interest” under the CEA or may be classified by the SEC as a “security” under U.S. federal securities laws. The Manager and the Fund cannot be certain as to how future regulatory developments will impact the treatment of one or more digital assets under the law. In the face of such developments, the required registrations and compliance steps may result in extraordinary, nonrecurring expenses to the Fund. If the Manager decides to terminate the Fund in response to the changed regulatory circumstances, the Fund may be dissolved or liquidated at a time that is disadvantageous to shareholders.

To the extent that any digital assets held by the Fund are deemed to fall within the definition of a “commodity interest” under the CEA, the Fund and the Manager may be subject to additional regulation under the CEA and CFTC regulations. The Manager may be required to register as a commodity pool operator or commodity trading adviser with the CFTC and become a member of the National Futures Association and may be subject to additional regulatory requirements with respect to the Fund, including disclosure and reporting requirements. These additional requirements may result in extraordinary, recurring and/or nonrecurring expenses of the Fund, thereby materially and adversely impacting the Shares. If the Manager determines not to comply with such additional regulatory and registration requirements, the Manager will terminate the Fund. Any such termination could result in the liquidation of the Fund’s digital assets at a time that is disadvantageous to shareholders.

To the extent that any digital assets held by the Fund are deemed to fall within the definition of a security under U.S. federal securities laws, the Fund and the Manager may be subject to additional requirements under the Investment Company Act and the Manager may be required to register as an investment adviser under the Investment Advisers Act. Such additional registration may result in extraordinary, recurring and/or non-recurring expenses of the Fund, thereby materially and adversely impacting the Shares. If the Manager determines not to comply with such additional regulatory and registration requirements, the Manager will terminate the Fund. Any such termination could result in the liquidation of the Fund's digital assets at a time that is disadvantageous to shareholders.

The Fund may be a “passive foreign investment company” for U.S. federal income tax purposes.

Although there is no certainty in this regard, the Fund may be a “passive foreign investment company” (a “PFIC”) for U.S. federal income tax purposes. An investment in an equity interest in a PFIC may have materially adverse U.S. federal income tax consequences for a U.S. person, as defined for U.S. federal income tax purposes, that is not a tax-exempt organization (a “U.S. Investor”). Very generally, if the Fund is a PFIC and a U.S. Investor does not make a “qualified electing fund” election (a “QEF Election”) with respect to the Fund, any gain recognized by the U.S. Investor in respect of its Shares will be subject to U.S. federal income tax at the rates applicable to ordinary income (using the highest rates in effect throughout the U.S. Investor's holding period for its Shares, with the gain being treated as earned ratably over such holding period) and the U.S. Investor's resulting tax liability will be subject to an interest charge.

Assuming that the Fund is a PFIC, a U.S. Investor can mitigate these consequences by making a QEF Election with respect to the Fund. In that case, the U.S. Investor will be required to include in income each year its share of the Fund's ordinary earnings (as ordinary income) and net capital gain (as long-term capital gain), regardless of whether the Fund makes any distributions. The Fund intends to provide PFIC Annual Information Statements to U.S. Investors to allow them to make QEF Elections with respect to the Fund. Each U.S. Investor should consult its tax adviser as to whether it should make a QEF Election.

If the Fund is a PFIC and a U.S. Investor does not make a QEF Election with respect to the Fund for the first taxable year in which the U.S. Investor holds Shares, the U.S. Investor will generally not be able to mitigate the consequences of the PFIC regime by making a later QEF Election with respect to the Fund unless the U.S. Investor elects to recognize gain, if any, as if it sold its Shares on the first day of the first taxable year to which the QEF Election applies. Any gain that a U.S. Investor recognizes as a consequence of such an election will be subject to U.S. federal income tax under the rules applicable to an investment in a PFIC for which the shareholder has not made a QEF Election.

Under certain circumstances, it is possible that the Fund would be treated as a “controlled foreign corporation” for U.S. federal income tax purposes (a “CFC”). If the Fund were treated as a CFC, the PFIC rules would generally not apply to any U.S. Investor that owned, directly or under applicable constructive ownership rules, at least 10% of the voting power or value of the Shares (a “10% U.S. shareholder”). Instead, a 10% U.S. shareholder generally would be required to take into account, as ordinary income, its share of all of the Fund's income each year, regardless of whether the Fund made any distributions. In addition, all or a portion of the gain recognized by a 10% U.S. shareholder upon the sale or exchange of an interest in the Fund could conceivably be recharacterized as ordinary income.

The treatment of digital assets for U.S. federal income tax purposes is uncertain.

Due to the new and evolving nature of digital assets and the absence of comprehensive guidance with respect to digital assets, many significant aspects of the U.S. federal income tax treatment of digital assets are uncertain.

In 2014, the Internal Revenue Service (“IRS”) released a notice (the “Notice”) discussing certain aspects of the treatment of “convertible virtual currency” (that is, digital assets that have an equivalent value in fiat currency or that act as substitutes for fiat currency) for U.S. federal income tax purposes and, in particular, stating that such digital assets (i) are “property,” (ii) are not “currency” for purposes of the rules relating to foreign currency gain or loss and (iii) may be held as a capital asset. In 2019, the IRS released a revenue ruling and a set of “Frequently Asked Questions” (the “Ruling & FAQs”) that provide some additional guidance, including guidance to the effect that, under certain circumstances, hard forks of digital assets are taxable events giving rise to ordinary income and guidance with respect to the determination of the tax basis of digital assets. However, the Notice and the Ruling & FAQs do not address other significant aspects of the U.S. federal income tax treatment of digital assets, including Staking Activities. For example, although the Notice contemplates that rewards earned from “mining” will constitute taxable income to the miner, there is no guidance directly addressing rewards from Staking activities or amounts received in connection with digital assets lending activities, including with respect to whether and when engaging in such activities might rise to the level of a trade or business. It is likely, however, that the IRS would assert that Staking or lending digital assets gives rise to current, ordinary income. More generally, there also is no guidance directly addressing the U.S. federal income tax consequences of lending digital assets, and it is possible that a lending transaction could be treated as a taxable disposition of the lent digital assets. Because the treatment of digital assets is uncertain, it is possible that the treatment of ownership of any particular digital assets may be adverse to the Fund. For example, ownership of a digital assets could be treated as ownership in an entity, in which case the consequences of ownership of that digital assets would depend on the type and place of organization of the deemed entity. Moreover, although the Ruling & FAQs address the treatment of hard forks, there continues to be uncertainty with respect to the timing and amount of the income inclusions.

There can be no assurance that the IRS will not alter its position with respect to digital assets in the future or that a court would uphold the treatment set forth in the Notice and the Ruling & FAQs. It is also unclear what additional guidance on the treatment of digital assets for U.S. federal income tax purposes may be issued in the future. Any such alteration of the current IRS positions or additional guidance could result in adverse tax consequences for shareholders and could have an adverse effect on the value of digital assets held in the Fund. Future developments that may arise with respect to digital assets may increase the uncertainty with respect to the treatment of digital assets for U.S. federal income tax purposes. For example, the Notice addresses only digital assets that are “convertible virtual currency,” and it is conceivable that, as a result of a fork, airdrop or similar occurrence, the Fund will hold certain types of digital assets that are not within the scope of the Notice.

Prospective investors are urged to consult their tax advisers regarding the tax consequences of an investment in the Fund and in digital assets in general.

Future developments regarding the treatment of digital assets for U.S. federal income tax purposes could adversely affect the value of the Shares.

As discussed above, many significant aspects of the U.S. federal income tax treatment of digital assets, such as digital assets held in the Fund, are uncertain, and it is unclear what guidance on the treatment of digital assets for U.S. federal income tax purposes may be issued in the future. It is possible that any such guidance would have an adverse effect on the prices of digital assets, including on the price in the Digital Asset Markets of digital assets held in the Fund, and therefore may have an adverse effect on the value of the Shares of the Fund.

Because of the evolving nature of digital assets, it is not possible to predict potential future developments that may arise with respect to digital assets, including forks, airdrops and similar occurrences, or (if applicable) Staking Activities. Such developments may increase the uncertainty with respect to the treatment of digital assets for U.S. federal income tax purposes.

Future developments in the treatment of digital assets for tax purposes other than U.S. federal income tax purposes could adversely affect the value of the Shares.

The taxing authorities of certain states, including New York, (i) have announced that they will follow the Notice with respect to the treatment of digital assets for state income tax purposes and/or (ii) have issued guidance exempting the purchase and/or sale of digital assets for fiat currency from state sales tax. However, it is unclear what further guidance on the treatment of digital assets for state tax purposes may be issued in the future.

The treatment of digital assets for tax purposes by non-U.S. jurisdictions may differ from the treatment of digital assets for U.S. federal, state or local tax purposes. It is possible, for example, that a non-U.S. jurisdiction would impose sales tax or value added tax on purchases and sales of digital assets for fiat currency. If a foreign jurisdiction with a significant share of the market of digital assets users imposes onerous tax burdens on digital assets users, or imposes sales or value added tax on purchases and sales of digital assets for fiat currency, such actions could result in decreased demand for digital assets held by the Fund in such jurisdiction.

Any future guidance on the treatment of digital assets for state, local or non-U.S. tax purposes could increase the expenses of the Fund and could have an adverse effect on the prices of digital assets, including on the price of digital assets in the Digital Asset Markets. As a result, any such future guidance could have an adverse effect on the value of the Shares.

If the Fund engages in Staking, digital assets lending activities or other methods generating return on Fund Components held by the Fund, it is possible that the Fund could be subject to U.S. federal income tax with respect to income generated in connection with those activities.

As discussed above in “The treatment of digital assets for U.S. federal income tax purposes is uncertain,” the U.S. federal income tax treatment of Staking and lending digital assets is unclear in many respects. In particular, there is no guidance directly addressing the U.S. federal income taxation of Staking, Staking Consideration or digital assets lending activities, including with respect to whether and when engaging in such activities might rise to the level of a trade or business. If, in the future, the Fund engages in Staking or digital assets lending activities (or certain other methods of generating return on Fund Components held by the Fund), and those activities constitute the conduct of a trade or business in the United States, the Fund would be subject to U.S. federal income tax at rates applicable to U.S. resident corporations on its income that is effectively connected with the conduct of that trade or business (“effectively connected income”), which in certain circumstances could include income or gains recognized by the Fund on the sale of tokens of the applicable Fund Component. In such case, the Fund generally would also be subject to an additional U.S. branch profits tax (at a 30% rate) with respect to the Fund’s effectively connected earnings and profits. If the Fund recognizes any effectively connected income, the imposition of U.S. taxes on such income may have a substantial adverse effect on the return to shareholders.

The Fund may be subject to U.S. federal withholding tax on income derived from forks, airdrops and similar occurrences.

The Ruling & FAQs do not address whether income recognized by a non-U.S. person, such as the Fund, as a result of a fork, airdrop or similar occurrence, or from Staking or digital assets lending activities, could be subject to the 30% withholding tax imposed on U.S.-source “fixed or determinable annual or periodical” income. In the absence of guidance, it is possible that a withholding agent will withhold 30% from any assets derived by the Fund as a consequence of a fork, airdrop or similar occurrence, or from Staking or digital assets lending activities.

Risk Factors Related to the Cayman Islands

The Fund is a Cayman Islands limited liability company. The rights of the Fund's shareholders may be different from the rights of shareholders governed by the laws of U.S. jurisdictions.

The Fund is a Cayman Islands limited liability company. Its corporate affairs are governed by the LLC Agreement and by the laws of the Cayman Islands. The rights of shareholders and the responsibilities of the Manager may be different from the rights of members or shareholders and responsibilities of management in companies (included limited liability companies) governed by the laws of U.S. jurisdictions. In the performance of its duties, the manager of a solvent Cayman Islands limited liability company is required to consider the company's interests, and the interests of its members as a whole, which may differ from the interests of one or more of its individual members. See "Description of the LLC Agreement."

Mail sent to the Fund at its registered office may be delayed in reaching the Manager.

Mail addressed to the Fund and received at its registered office shall be forwarded unopened to the forwarding address supplied by the Manager. None of the Fund, the Manager or any of its investors, managers, officers, advisers or service providers (including the organization that provides registered office services in the Cayman Islands) will bear any responsibility for any delay howsoever caused in mail reaching the forwarding address. Moreover, the investors or managers (as applicable) will only receive, open or deal directly with mail which is addressed to them personally (as opposed to mail which is addressed to the Fund).

The Fund may be required to disclose information, including information relating to investors, to regulators.

The Fund, the Manager or any of its shareholders, managers or agents (as applicable) domiciled in the Cayman Islands may be compelled to provide information, including, but not limited to, information relating to investors, and where applicable the investor's beneficial owners and controllers, subject to a request for information made by a regulatory or governmental authority or agency under applicable law, such as by the Cayman Islands Monetary Authority, either for itself or for a recognized overseas regulatory authority, under the Monetary Authority Act (as revised), or by the Tax Information Authority, under the Tax Information Authority Act (as revised) and associated regulations, agreements, arrangements and memoranda of understanding. Disclosure of confidential information under such laws shall not be regarded as a breach of any duty of confidentiality and, in certain circumstances, the Fund, the Manager or any of its shareholders, managers or agents (as applicable), may be prohibited from disclosing that the request has been made.

The Fund is a Cayman Islands company and, because judicial precedent regarding the rights of shareholders is more limited under Cayman Islands law than that under U.S. law, the Fund's shareholders may have less protection for their shareholder rights than they would under U.S. law.

The Fund is a Cayman Islands limited liability company. The Fund's corporate affairs are governed by the LLC Agreement and the Fund is governed by the LLC Act and the common law of the Cayman Islands. The rights of shareholders to take legal action against the Fund, actions by minority shareholders and the responsibilities of the Manager under Cayman Islands law are to a large extent governed by the LLC Act and, otherwise, the common law of the Cayman Islands. The common law of the Cayman Islands is derived in part from judicial precedent in the Cayman Islands as well as from English common law, which has persuasive, but not binding, authority on a court in the Cayman Islands. The rights of shareholders and the responsibilities of the Manager under Cayman Islands law may not be as clearly established as they would be under statutes or judicial precedent in some jurisdictions in the United States, such as the State of Delaware where many United States-based limited liability companies are organized. Members of a Cayman Islands limited liability company may not have standing to initiate a shareholder derivative action in U.S. federal courts.

Under the Cayman Islands Data Protection Act, the Fund shall act as a data controller in respect of personal data and its affiliates and/or delegates, such as the Manager and others, may act as data processors (or data controllers in their own right in some circumstances).

The Cayman Islands Data Protection Act (As Revised) (the “DPA”) applies legal requirements to the Fund based on internationally accepted principles of data privacy.

The Fund has prepared a document outlining the Fund’s data protection obligations and the data protection rights of investors (and individuals connected with investors) under the DPA (the “Fund Privacy Notice”). The Fund Privacy Notice is contained within the subscription agreement.

Prospective investors should note that, by virtue of making investments in the Fund and the associated interactions with the Fund and its affiliates and/or delegates (including completing the subscription agreement, and including the recording of electronic communications or phone calls where applicable), or by virtue of providing the Fund with personal information on individuals connected with the investor (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) such individuals will be providing the Fund and its affiliates and/or delegates with certain personal information which constitutes personal data within the meaning of the DPA. The Fund shall act as a data controller in respect of this personal data and its affiliates and/or delegates, such as the Manager and others, may act as data processors (or data controllers in their own right in some circumstances).

By investing in the Fund and/or continuing to invest in the Fund, investors shall be deemed to acknowledge that they have read in detail and understood the Fund Privacy Notice and that the Fund Privacy Notice provides an outline of their data protection rights and obligations as they relate to the investment in the Fund. The subscription agreement contains relevant representations and warranties.

Oversight of the DPA is the responsibility of the Ombudsman’s office of the Cayman Islands. Breach of the DPA by the Fund could lead to enforcement action by the Ombudsman, including the imposition of remediation orders, monetary penalties or referral for criminal prosecution.

The Fund is registered and regulated as a private fund under the Private Funds Act and the Authority has supervisory and enforcement powers to ensure the Fund’s compliance with the Private Funds Act.

The Fund is registered and regulated as a private fund under the Private Funds Act. The Authority has supervisory and enforcement powers to ensure the Fund’s compliance with the Private Funds Act. The Authority may take certain actions if it is satisfied that a regulated private fund is or is likely to become unable to meet its obligations as they fall due, or is carrying on business fraudulently or otherwise in a manner detrimental to the public interest or to the interests of its investors or creditors, or is carrying on or is attempting to carry on business or is winding up of its business voluntarily in a manner that is prejudicial to its investors or creditors. The powers of the Authority include, inter alia, the power to require the substitution of the Manager, to appoint a person to advise the Fund on the proper conduct of its affairs or to appoint a person to assume control of the affairs of the Fund. There are other remedies available to the Authority including the ability to apply to court for approval of other actions.

Risk Factors Related to Potential Conflicts of Interest

Potential conflicts of interest may arise among the Manager or its affiliates and the Fund. The Manager and its affiliates have no fiduciary duties to the Fund and its shareholders other than as provided in the LLC

Agreement, which may permit them to favor their own interests to the detriment of the Fund and the shareholders.

The Manager will manage the affairs of the Fund. Conflicts of interest may arise among the Manager and its affiliates, including the Index Provider, the Reference Rate Provider and the Authorized Participants on the one hand, and the Fund and its shareholders, on the other hand. As a result of these conflicts, the Manager may favor its own interests and the interests of its affiliates over the Fund and its shareholders. These potential conflicts include, among others, the following:

- The Manager has duties (including fiduciary duties), and is allowed to take into account the interests of parties other than, the Fund and its shareholders in resolving conflicts of interest as the Manager deems appropriate or necessary;
- The Fund has agreed to indemnify the Manager and its affiliates pursuant to the LLC Agreement;
- The Manager is responsible for allocating its own limited resources among different clients and potential future business ventures, to each of which it owes fiduciary duties;
- The Manager's staff also services affiliates of the Manager, including other digital asset investment vehicles, and their respective clients and cannot devote all of its, or their, respective time or resources to the management of the affairs of the Fund;
- The Manager, its affiliates and their officers and employees are not prohibited from engaging in other businesses or activities, including those that might be in direct competition with the Fund;
- Affiliates of the Manager have substantial direct investments in digital assets that they are permitted to manage taking into account their own interests without regard to the interests of the Fund or its shareholders, and any increases, decreases or other changes in such investments could affect any of the Digital Asset Reference Rates and, in turn, the value of the Shares;
- There is an absence of arm's-length negotiation with respect to certain terms of the Fund, and, where applicable, there has been no independent due diligence conducted with respect to the Fund;
- Several employees of the Manager and the Manager's parent company, Digital Currency Group, Inc. ("DCG"), are FINRA-registered representatives who historically maintained their licenses through Genesis and currently maintain their licenses through Grayscale Securities;
- DCG is (i) the sole member and parent company of the Manager, and parent company of Genesis, the Authorized Participant's only Liquidity Provider as of the date of this Disclosure Statement, (ii) the indirect parent company of the Reference Rate Provider and of Grayscale Securities, the only acting Authorized Participant, as of the date of this Disclosure Statement, (iii) a minority interest holder in Coinbase, which operates Coinbase Pro, one of the Digital Asset Exchanges included in the Digital Asset Reference Rate for certain of the digital assets held by the Fund, and which is also the parent company of the Custodian, representing less than 1.0% of its equity, and (iv) a minority interest holder in Kraken, one of the Digital Asset Exchanges included in the Digital Asset Reference Rate for certain of the digital assets held by the Fund, representing less than 1.0% of its equity;
- DCG has investments in a large number of digital assets and companies involved in the digital asset ecosystem, including digital assets that may be held by the Fund, companies that act as stewards of digital assets that may be held by the Fund and exchanges and custodians. DCG's positions on changes that should be adopted in various Digital Asset Networks could be adverse to positions that would benefit the

Fund or its shareholders. Additionally, before or after a hard fork on the network of a digital asset held by the Fund, DCG's position regarding which fork among a group of incompatible forks of such network should be considered the "true" network could be adverse to positions that would most benefit the Fund;

- DCG has been vocal in the past about its support for digital assets other than those held by the Fund. Any investments in, or public positions taken on, digital assets other than those held by the Fund by DCG could have an adverse impact on the price of the digital assets held by the Fund;
- The Manager decides whether to retain separate counsel, accountants or others to perform services for the Fund;
- The Manager and Grayscale Securities, which acts as Authorized Participant and distributor and marketer for the Shares, are affiliated parties that share a common parent company, DCG;
- The Manager and Genesis, which currently acts as sole Liquidity Provider to the Authorized Participant, and previously served as an Authorized Participant and distributor and marketer for the Shares, are affiliated parties that share a common parent company, DCG;
- While the Reference Rate Provider does not currently utilize data from over-the-counter markets or derivatives platforms in its calculation of any of the Digital Asset Reference Rates, it may decide to include pricing from such markets or platforms in the future, which could include Genesis;
- The Manager may appoint an agent to act on behalf of the shareholders, including in connection with the distribution of any Forked Assets, which agent may be the Manager or an affiliate of the Manager; and
- The Manager or an affiliate of the Manager may enter into contracts with the Fund, which are not required to be negotiated at arm's length.

By purchasing the Shares, shareholders agree and consent to the provisions set forth in the LLC Agreement. See "Description of the LLC Agreement."

For a further discussion of the conflicts of interest, see "Conflicts of Interest."

Because the Manager and the Fund's sole Authorized Participant are affiliated with each other, the Fund's Baskets will not be exchanged for Fund Components in arm's-length transactions.

The Manager is the parent company of Grayscale Securities, a registered broker dealer currently acting as the sole Authorized Participant, distributor and marketer for the Shares. The Fund issues Creation Baskets in exchange for deposits of Fund Components. See "Description of Creation of Shares." As the sole Authorized Participant, Grayscale Securities is currently the only entity that may place orders to create Creation Baskets. As a result, the issuance of Creation Baskets does not occur on an arm's-length basis.

While additional Authorized Participants may be added at any time, subject to the discretion of the Manager, the Manager may be disincentivized from replacing affiliated service providers due to its affiliated status. In connection with this conflict of interest, shareholders should understand that affiliated service providers will receive fees for providing services to the Fund. Clients of the affiliated service providers may pay commissions at negotiated rates that are greater or less than the rate paid by the Fund. The Manager may have an incentive to resolve questions between Grayscale Securities, on the one hand, and the Fund and shareholders, on the other hand, in favor of Grayscale Securities (including, but not limited to, questions as to the calculation of the Basket Amount).

The Index Provider and Reference Rate Provider is an affiliate of the Manager and the Fund.

On December 31, 2020, CoinDesk, Inc., an affiliate of the Manager and a wholly owned subsidiary of DCG, acquired CoinDesk Indices, Inc., the Index Provider and Reference Rate Provider. As a result of this acquisition, the Index Provider and Reference Rate Provider has become a wholly owned subsidiary of CoinDesk, Inc., which is a wholly owned subsidiary of DCG. In its capacity as Index Provider, CoinDesk Indices, Inc. publishes the DFX and developed the DFX Methodology. In its capacity as Reference Rate Provider, CoinDesk Indices, Inc. publishes the Digital Asset Reference Rate for each Fund Component, which are used by the Manager to calculate the Digital Asset Holdings of the Fund. The Manager's Fee accrues daily in U.S. dollars at an annual rate based on the Digital Asset Holdings Fee Basis Amount, which is based on the Digital Asset Holdings of the Fund, and is paid in tokens of the Fund Components. The type and number of tokens of the Fund Components that accrues each day as the Manager's Fee is determined by reference to the DFX Methodology and the Digital Asset Reference Rate for each Fund Component, each published by CoinDesk Indices, Inc.

The Index Provider developed the DFX Methodology, has sole discretion over the DFX Methodology and may change the DFX Methodology at any time. The Reference Rate Provider selects the exchanges that are included in the Digital Asset Reference Rate for each Fund Component and also developed the methodology and algorithm (if applicable) that provide such Digital Asset Reference Rate based on the exchanges included in such Digital Asset Reference Rate. The Reference Rate Provider formally re-evaluates the weighting algorithm used by each Digital Asset Reference Rate quarterly and may decide to change the way in which such Digital Asset Reference Rate is calculated based on this periodic review or in other extreme circumstances.

If the Manager determines in good faith that a Digital Asset Reference Rate does not reflect an accurate price for such Fund Component, then the Manager will employ an alternative method to determine such Digital Asset Reference Rate under the cascading set of rules set forth in "Overview of the Digital Asset Industry and Market—Fund Component Value—Digital Asset Reference Rates—Determination of Digital Asset Reference Rates When Indicative Prices and Index Prices are Unavailable." In the context of applying such rules, the Manager may determine in good faith that the alternative method applied does not reflect an accurate price for the relevant Fund Component and apply the next alternative method under the cascading set of rules. If the Manager determines after employing all of alternative methods that a Digital Asset Reference Rate does not reflect an accurate price for a Fund Component, the Manager will use its best judgment to determine a good faith estimate of the Digital Asset Reference Rate. There are no predefined criteria to make a good faith assessment in these scenarios and such decisions will be made by the Manager in its sole discretion. Because such a determination could reflect negatively upon the Reference Rate Provider, lead to a decrease in the Reference Rate Provider's revenue or otherwise adversely affect the Reference Rate Provider, and because of their affiliation, the Reference Rate Provider may be incentivized to resolve any questions regarding, or changes to, the manner in which a Digital Asset Reference Rate for a Fund Component is constructed and in which such Digital Asset Reference Rate is calculated in a way that favors the Manager.

In addition, although the Digital Asset Reference Rate for each Fund Component does not currently include data from over-the-counter markets or derivatives platforms, the Reference Rate Provider may decide to include pricing from such markets or platforms in the future, which could include data from Genesis. Any impact on the accuracy or perceived accuracy of a Digital Asset Reference Rate for a Fund Component could have a negative impact on the value of the Shares.

DCG is a minority interest holder in both Coinbase, Inc. and Kraken, which operate two of the Digital Asset Exchanges included in the Digital Asset Reference Rate for certain of the digital assets held by the Fund.

DCG, the sole member and parent company of the Manager, holds minority interests of less than 1.0% in each of Coinbase, Inc., which operates Coinbase Pro, and Kraken. The Fund values its digital assets by reference to the

Digital Asset Reference Rate for each Fund Component. The Digital Asset Reference Rate is the price in U.S. dollars of a Fund Component as determined by reference to an Indicative Price provided by CoinDesk Indices, Inc. as of 4:00 p.m., New York time on each business day. Each Indicative Price is derived from data collected from Digital Asset Exchanges that are reflected in an index developed by CoinDesk Indices, Inc. Coinbase Pro and Kraken are two of such Digital Asset Exchanges.

Although DCG does not exercise control over Coinbase Pro or Kraken, it is possible that investors could have concerns that DCG could influence market data provided by these Digital Asset Exchanges in a way that benefits DCG, for example by artificially inflating the values of Fund Components in order to increase the Manager's fees. This could make the Fund's Shares less attractive to investors than the shares of similar vehicles that do not present these concerns, adversely affect investor sentiment about the Fund and negatively affect Share trading prices.

DCG holds a minority interest in the parent company of the Custodian, which could lead DCG to cause the Manager to take actions that favor the Custodian's interests over the Fund's interests.

Coinbase, Inc. is also the parent company of the Custodian, Coinbase Custody Trust Company, LLC. The Custodian serves as a fiduciary and custodian on the Fund's behalf, and is responsible for safeguarding the Fund Components and Forked Assets held by the Fund, and holding the private keys that provide access to the Fund's digital wallets and vaults. DCG's minority interest of less than 1.0% in the parent company of the Custodian may present risks to shareholders to the extent DCG causes the Manager to favor the Custodian's interests over the interests of the Fund or its shareholders with respect to, for example, fees charged and the quality of service provided by the Custodian. Similarly, it is possible that investors could have concerns that DCG's interest in Coinbase, Inc. could cause it to refrain from taking actions that are in the best interests of the Fund but that could harm the Custodian. This could make the Fund's Shares less attractive to investors than the shares of similar vehicles that do not present these concerns, adversely affect investor sentiment about the Fund and negatively affect Share trading prices.

Shareholders cannot be assured of the Manager's continued services, the discontinuance of which may be detrimental to the Fund.

Shareholders cannot be assured that the Manager will be willing or able to continue to serve as manager to the Fund for any length of time. If the Manager discontinues its activities on behalf of the Fund and a substitute manager is not appointed, the Fund will terminate and liquidate the Fund's digital assets.

Appointment of a substitute manager will not guarantee the Fund's continued operation, successful or otherwise. Because a substitute manager may have no experience managing a digital asset financial vehicle, a substitute manager may not have the experience, knowledge or expertise required to ensure that the Fund will operate successfully or continue to operate at all. Therefore, the appointment of a substitute manager may not necessarily be beneficial to the Fund or the value of the Shares and the Fund may terminate. See "Conflicts of Interest—The Manager."

Although the Custodian is a fiduciary with respect to the Fund's assets, it could resign or be removed by the Manager, which would trigger early termination of the Fund.

The Custodian is a fiduciary under § 100 of the New York Banking Law and a qualified custodian for purposes of Rule 206(4)-2(d)(6) under the Investment Advisers Act of 1940, as amended, and is licensed to custody the Fund's digital assets in trust on the Fund's behalf. However, during the initial term, the Custodian may terminate the Custodian Agreement for Cause (as defined in "Description of the Custodian Agreement – Termination") at any time, and after the initial term, the Custodian can terminate the Agreement for any reason upon the notice

period provided under the Custodian Agreement. If the Custodian resigns or is removed without replacement, the Fund will dissolve in accordance with the terms of the LLC Agreement.

Shareholders may be adversely affected by the lack of independent advisers representing investors in the Fund.

The Manager has consulted with counsel, accountants and other advisers regarding the formation and operation of the Fund. No counsel was appointed to represent investors in connection with the formation of the Fund or the establishment of the terms of the LLC Agreement and the Shares. Moreover, no counsel has been appointed to represent an investor in connection with the offering of the Shares. Accordingly, an investor should consult his, her, or its own legal, tax and financial advisers regarding the desirability of the value of the Shares. Lack of such consultation may lead to an undesirable investment decision with respect to investment in the Shares.

An affiliate of the Manager is a leading online news publication and data provider in the digital asset industry whose publications could influence trading prices and demand for digital assets held by the Fund.

Both the Manager and CoinDesk are subsidiaries of DCG. CoinDesk is a leading news publication and data provider, which plays a large role in aggregating, creating and disseminating news and other editorial content across the global digital asset industry. Although CoinDesk's policy is to shield its editorial operations from DCG's control, it is possible that CoinDesk's news coverage could influence trading prices and demand for digital assets, including those held by the Fund, and it is also possible that consumers of CoinDesk content may not appreciate that CoinDesk's owner has substantial financial interests in digital assets, despite information to that effect on CoinDesk's website. As a result, some consumers of CoinDesk's content may place greater weight on such content than they would if they were aware of DCG's ownership stake, and this could cause the trading prices of digital assets to be higher than they would be otherwise.

COINDESK DIGITAL ASSET REFERENCE RATES

The Fund values its digital assets for operational purposes by reference to Digital Asset Reference Rates and weightings within the Fund, less the Fund's expenses and other liabilities. The Digital Asset Reference Rate for each Fund Component at any time the Indicative Price for such Fund Component as of 4:00 p.m., New York time, on the most recent business day, as determined by the Reference Rate Provider.

The Indicative Price is a volume-weighted average price in U.S. dollars for the Fund Component for the immediately preceding 60-minute period derived from data collected from three Digital Asset Exchanges ("Constituent Exchanges") trading such Fund Component selected by the Reference Rate Provider. Price and volume inputs are sourced from the Constituent Exchanges. Price and volume inputs are weighted as received with no further adjustments made to the weighting of each exchange based on market anomalies observed on a Constituent Exchange or otherwise.

Each Constituent Exchange is weighted relative to its share of trading volume to the trading volume of all Constituent Exchanges. As such, price inputs from Constituent Exchanges with higher trading volumes will be weighted more heavily in calculating the Indicative Price than price inputs from Constituent Exchanges with lower trading volumes.

As of June 30, 2022, the Digital Asset Reference Rate for every Fund Component is an Indicative Price.

Constituent Exchange Selection

The Constituent Exchanges used to derive Digital Asset Reference Rates are selected by the Reference Rate Provider utilizing a methodology that is guided by the International Organization of Securities Commissions ("IOSCO") principles for financial benchmarks. For an exchange to become a Constituent Exchange, it must satisfy the criteria listed below:

- Sufficient liquidity;
- Appropriate trading opportunities;
- Real-time price discovery;
- Limited or no capital controls;
- Transparent ownership; and
- Applicable legal and regulatory compliance
- Must be a US-domiciled exchange or a non-US domiciled exchange that is able to service US investors;
- Must offer programmatic spot trading of the trading pair;
- Reliably publish trade prices and volumes on a real-time basis through APIs;
- No undisclosed restrictions on deposits or withdrawals from user accounts;
- Must have a publicly known ownership entity;
- Compliance with applicable U.S. federal and state licensing requirements and practices regarding AML and KYC regulations and other policies designed to comply with relevant regulations that might apply to it, or its users based on relevant jurisdiction.

A Digital Asset Exchange is removed from the Constituent Exchanges when it no longer satisfies the criteria for inclusion. The Reference Rate Provider does not currently include data from over-the-counter markets or derivatives platforms among the Constituent Exchanges. Over-the-counter data is not currently included because of the potential for trades to include a significant premium or discount paid for larger liquidity, which creates an uneven comparison relative to more active markets. There is also a higher potential for over-the-counter transactions to not be arms-length, and thus not be representative of a true market price. Digital asset derivative markets are also not currently included as the markets remain relatively thin. While the Reference Rate Provider has no plans to include data from over-the-counter markets or derivative platforms at this time, the Reference Rate Provider will consider IOSCO principles for financial benchmarks the management of trading venues of digital asset derivatives and the aforementioned Inclusion Criteria when considering whether to include over-the-counter or derivative platform data in the future.

The Reference Rate Provider and the Manager have entered into an index license agreement (the “Index License Agreement”) governing the Manager’s use of the Digital Asset Reference Rates. The Reference Rate Provider may adjust the calculation methodology for a Digital Asset Reference Rate without notice to, or consent of, the Fund or its shareholders. The Reference Rate Provider may decide to change the calculation methodology to maintain the integrity of the Indicative Price calculation should it identify or become aware of previously unknown variables or issues with the existing methodology that it believes could materially impact its performance and/or reliability. The Reference Rate Provider has sole discretion over the determination of Digital Asset Reference Rates and may change the methodologies for determining the Digital Asset Reference Rates from time to time. Shareholders will be notified of any material changes to the calculation methodology or the Digital Asset Reference Rates in the Fund’s current reports and will be notified of all other changes that the Manager considers significant in the Fund’s periodic reports. The Fund will determine the materiality of any changes to the Digital Asset Reference Rates on a case-by-case basis, in consultation with external counsel.

The Reference Rate Provider may change the trading venues that are used to calculate a Digital Asset Reference Rate or otherwise change the way in which a Digital Asset Reference Rate is calculated at any time. For example, the Reference Rate Provider has scheduled quarterly reviews in which it may add or remove Constituent Exchanges that satisfy or fail the criteria described above. The Reference Rate Provider does not have any obligation to consider the interests of the Manager, the Fund, the shareholders, or anyone else in connection with such changes. While the Reference Rate Provider is not required to publicize or explain the changes or to alert the Manager to such changes, it has historically notified the Fund of any material changes to the Constituent Exchanges, including any additions or removals of the Constituent Exchanges, in addition to issuing press releases in connection with the same in accordance with its index review and index change communication policies. Although the Digital Asset Reference Rate methodology is designed to operate without any manual intervention, rare events would justify manual intervention. Intervention of this kind would be in response to non-market-related events, such as the halting of deposits or withdrawals of funds on a Digital Asset Exchange, the unannounced closure of operations on a Digital Asset Exchange, insolvency or the compromise of user funds. In the event that such an intervention is necessary, the Reference Rate Provider would issue a public announcement through its website, API and other established communication channels with its clients.

Certain Relationships

The Reference Rate Provider and the Manager have entered into an index license agreement (the “Index License Agreement”) governing the Manager’s use of the Digital Asset Reference Rate for calculation of the Digital Asset Reference Rates. The Reference Rate Provider may adjust the calculation methodology for a Digital Asset Reference Rate without notice to, or consent of, the Fund or its shareholders. Under the Index License Agreement, the Manager pays a monthly fee and a fee based on the Digital Asset Holdings of the Fund to the Reference Rate Provider in consideration of its license to the Manager of Digital Asset Reference Rate-related intellectual property. The Index License Agreement will automatically renew on an annual basis. The Index License

Agreement is terminable by either party upon written notice in the event of a material breach that remains uncured for thirty days after initial written notice of such breach. Further, either party may terminate the Index License Agreement immediately upon notice under certain circumstances, including with respect to the other party's (i) insolvency, bankruptcy or analogous event or (ii) violation of money transmission, taxation or trading regulations that materially adversely affect either party's ability to perform under the Index License Agreement.

Digital Currency Group, Inc., the sole member and parent company of the Manager and indirect parent company of Grayscale Securities, the only acting Authorized Participant as of the date of this Disclosure Statement, is the indirect parent company of the Reference Rate Provider. As a result, the Reference Rate Provider is an affiliate of the Manager and the Fund.

CUSTODY OF THE FUND'S DIGITAL ASSETS

Digital assets and digital asset transactions are recorded and validated on blockchains, the public transaction ledgers of a digital asset network. Each digital asset blockchain serves as a record of ownership for all of the units of such digital asset, even in the case of certain privacy-preserving digital assets, where the transactions themselves are not publicly viewable. All digital assets recorded on a blockchain are associated with a public blockchain address, also referred to as a digital wallet. Digital assets held at a particular public blockchain address may be accessed and transferred using a corresponding private key.

Key Generation

Public addresses and their corresponding private keys are generated by the Custodian in secret key generation ceremonies at secure locations inside faraday cages, which are enclosures used to block electromagnetic fields and thus mitigate against attacks. The Custodian uses quantum random number generators to generate the public and private key pairs.

Once generated, private keys are encrypted, separated into "shards" and then further encrypted. After the key generation ceremony, all materials used to generate private keys, including computers, are destroyed. All key generation ceremonies are performed offline. No party other than the Custodian has access to the private key shards of the Fund.

Key Storage

Private key shards are distributed geographically in secure vaults around the world, including in the United States. The locations of the secure vaults may change regularly and are kept confidential by the Custodian for security purposes.

The Digital Asset Account uses offline storage, or "cold storage", mechanisms to secure the Fund's private keys. The term cold storage refers to a safeguarding method by which the private keys corresponding to digital assets are disconnected and/or deleted entirely from the internet. Cold storage of private keys may involve keeping such keys on a non-networked (or "air-gapped") computer or electronic device or storing the private keys on a storage device (for example, a USB thumb drive) or printed medium (for example, papyrus, paper or a metallic object). A digital wallet may receive deposits of digital assets but may not send digital assets without use of the digital assets' corresponding private keys. In order to send digital assets from a digital wallet in which the private keys are kept in cold storage, either the private keys must be retrieved from cold storage and entered into an online, or "hot", digital asset software program to sign the transaction, or the unsigned transaction must be transferred to the cold server in which the private keys are held for signature by the private keys and then transferred back to the online digital asset software program. At that point, the user of the digital wallet can transfer its digital assets.

Security Procedures

The Custodian is the custodian of the Fund's private keys in accordance with the terms and provisions of the Custodian Agreement. Transfers from the Digital Asset Account requires certain security procedures, including but not limited to, multiple encrypted private key shards, usernames, passwords and 2-step verification. Multiple private key shards held by the Custodian must be combined to reconstitute the private key to sign any transaction in order to transfer the Fund's assets. Private key shards are distributed geographically in secure vaults around the world, including in the United States.

As a result, if any one secure vault is ever compromised, this event will have no impact on the ability of the Fund to access its assets, other than a possible delay in operations, while one or more of the other secure vaults is used instead. These security procedures are intended to remove single points of failure in the protection of the Fund's assets.

Transfers of Fund Components to the Digital Asset Account will be available to the Fund once processed on the relevant blockchain.

Subject to obtaining regulatory approval to operate a redemption program and authorization of the Manager, the process of accessing and withdrawing Fund Components from the Fund to redeem a Basket by an Authorized Participant will follow the same general procedure as transferring Fund Components to the Fund to create a Basket by an Authorized Participant, only in reverse. See "Creation and Redemption of Shares."

CERTAIN CAYMAN ISLANDS AND U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion of Cayman Islands and U.S. federal income tax considerations is not intended as a substitute for careful tax planning. It does not address all of the relevant tax principles that will apply to the Fund and its shareholders. In particular, it does not discuss the tax principles of countries other than the Cayman Islands and the United States or any state or local tax principles. **Prospective investors in the Fund are urged to consult their professional advisers regarding the possible tax consequences of an investment in the Fund in light of their own situations.**

Certain Cayman Islands Tax Considerations

Taxation - Cayman Islands

The Government of the Cayman Islands will not, under existing legislation, impose any income, corporate or capital gains tax, estate duty, inheritance tax, gift tax or withholding tax upon the Fund or the shareholders. Interest, dividends and gains payable to the Fund and all distributions by the Fund to shareholders will be received free of any Cayman Islands income or withholding taxes. The Fund has received an undertaking from the Financial Secretary of the Cayman Islands to the effect that, for a period of 50 years from the date of the undertaking, no law which is enacted in the Cayman Islands imposing any tax to be levied on profits or income or gains or appreciations shall apply to the Fund or to any shareholder in respect of the operations or assets of the Fund or the Shares of a shareholder; and that any such taxes or any tax in the nature of estate duty or inheritance tax shall not be payable in respect of the obligations of the Fund or the interests of the shareholders therein. The Cayman Islands are not party to a double tax treaty with any country that is applicable to any payments made to or by the Fund.

Cayman Islands – Automatic Exchange of Financial Account Information

The Cayman Islands has signed an inter-governmental agreement to improve international tax compliance and the exchange of information with the United States (the "U.S. IGA"). The Cayman Islands has also signed, along with over 100 other countries, a multilateral competent authority agreement to implement the OECD Standard for

Automatic Exchange of Financial Account Information—Common Reporting Standard (“CRS” and together with the U.S. IGA, “AEOI”).

Cayman Islands regulations have been issued to give effect to the U.S. IGA and CRS (collectively, the “AEOI Regulations”). Pursuant to the AEOI Regulations, the Cayman Islands Tax Information Authority (the “TIA”) has published guidance notes on the application of the U.S. IGA and CRS.

All Cayman Islands “Financial Institutions” are required to comply with the registration, due diligence and reporting requirements of the AEOI Regulations, unless they are able to rely on an exemption that allows them to become a “Non-Reporting Financial Institution” (as defined in the relevant AEOI Regulations) with respect to one or more of the AEOI regimes, in which case only the registration requirement would apply under CRS. The Fund does not propose to rely on any Non-Reporting Financial Institution exemption and therefore intends to comply with all of the requirements of the AEOI Regulations.

The AEOI Regulations require the Fund to, amongst other things (i) register with the IRS to obtain a Global Intermediary Identification Number (in the context of the U.S. IGA only), (ii) register with the TIA, and thereby notify the TIA of its status as a “Reporting Financial Institution,” (iii) adopt and implement written policies and procedures setting out how it will address its obligations under CRS, (iv) conduct due diligence on its accounts to identify whether any such accounts are considered “Reportable Accounts,” (v) report information on such Reportable Accounts to the TIA, and (vi) file a CRS Compliance Form with the TIA. The TIA will transmit the information reported to it to the overseas fiscal authority relevant to a reportable account (e.g. the IRS in the case of a US Reportable Account) annually on an automatic basis.

For information on any potential withholding tax that may be levied against the Fund, see also “—Certain United States Tax Considerations.”

By investing in the Fund and/or continuing to invest in the Fund, investors shall be deemed to acknowledge that further information may need to be provided to the Fund, the Fund’s compliance with the AEOI Regulations may result in the disclosure of investor information, and investor information may be exchanged with overseas fiscal authorities. Where an investor fails to provide any requested information (regardless of the consequences), the Fund may be obliged, and/or reserves the right to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption of the investor concerned and/or closure of the investor’s account.

Certain United States Tax Considerations

This summary outlines certain significant U.S. federal income tax principles that are likely to apply to the Fund and the shareholders, given the anticipated nature of the Fund’s investments and activities. Except where specifically addressing considerations applicable to Tax-Exempt Investors or Non-U.S. Investors, each as defined below, this discussion assumes that the shareholder is a U.S. Investor, as defined below, that holds its Shares as capital assets.

This summary does not purport to address all of the U.S. federal income tax consequences that may be applicable to any particular shareholder. In some cases, the activities of a shareholder other than its investment in the Fund may affect the tax consequences to such shareholder of an investment in the Fund. For example, this discussion does not describe tax consequences applicable to shareholders subject to special rules, such as regulated investment companies, real estate investment trusts, insurance companies, foreign governments or entities treated as partnerships for U.S. federal income tax purposes. This discussion also does not describe tax consequences applicable to Authorized Participants (or other shareholders acquiring Shares directly from the Fund). This discussion also does not address the application of the alternative minimum tax or the Medicare contribution tax under Section 1411 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”).

The discussion of U.S. federal income tax matters contained herein is based on existing law as contained in the Code, Treasury regulations, administrative rulings and court decisions as of the date of this Disclosure Statement. No assurance can be given that future legislation, administrative rulings or court decisions will not materially and adversely affect the consequences set forth in this summary, possibly on a retroactive basis. **Each prospective investor is urged to consult its tax adviser concerning the potential tax consequences of an investment in the Fund.**

For purposes of this summary:

- A “U.S. Investor” is a beneficial owner of a Share that is a U.S. Person and that is not generally exempt from U.S. federal income tax.
- A “Non-U.S. Investor” is a beneficial owner of a Share that is not a U.S. Person, is not an entity treated as a partnership for U.S. federal income tax purposes and is not treated as a foreign government for purposes of Section 892 of the Code. The discussion below addressing Non-U.S. Investors does not, however, address the U.S. federal income tax consequences of an investment in a Share by any Non-U.S. Investor (i) whose investment in a Share is “effectively connected” with the conduct by such Non-U.S. Investor of a trade or business in the United States, (ii) who is a former U.S. citizen or former resident of the United States or that is an entity that has expatriated from the United States, (iii) who is an individual and is present in the United States for 183 days or more in any taxable year or (iv) that, because of its particular circumstances, is generally subject to U.S. federal income tax on a net basis.
- A “Tax-Exempt Investor” is a beneficial owner of a Share that is a U.S. Person generally exempt from U.S. federal income tax under Section 501(a) or Section 664(c) of the Code. The discussions below addressing Tax-Exempt Investors do not, however, address the U.S. federal income tax consequences of an investment in the Fund by any Tax-Exempt Investor that is subject to special rules relating to the computation of “unrelated business taxable income,” such as the rules under Section 512(a)(3) of the Code.

Solely for purposes of the foregoing definitions, a “U.S. Person” is (i) an individual who is a citizen or resident of the United States; (ii) a corporation, or other entity treated as a corporation for U.S. federal income tax purposes, that is created or organized in or under the laws of the United States, any state therein or the District of Columbia; or (iii) an estate or trust the income of which is subject to U.S. federal income tax regardless of the source thereof.

If the beneficial owner of a Share is an entity that is treated as a partnership for U.S. federal income tax purposes, the U.S. federal income tax treatment of a partner in that partnership will generally depend upon the status of the partner and the activities of the partnership. A prospective investor that is treated as a partnership for U.S. federal income tax purposes should consult its tax adviser concerning the tax consequences of an investment in the Fund.

Uncertainty Regarding the U.S. Federal Income Tax Treatment of Digital Assets

Due to the new and evolving nature of digital assets and the absence of comprehensive guidance with respect to digital assets, many significant aspects of the U.S. federal income tax treatment of digital assets are uncertain. The Manager does not intend to request a ruling from the Internal Revenue Service (the “IRS”) on these issues. Rather, the Manager will cause the Fund will take positions that it believes to be reasonable. There can be no assurance that the IRS will agree with the positions the Fund takes, and it is possible that the IRS will successfully challenge the Fund’s positions.

In 2014, the IRS released a notice (the “Notice”) discussing certain aspects of the treatment of “convertible virtual currency” (that is, digital assets that have an equivalent value in fiat currency or that act as substitutes for fiat

currency) for U.S. federal income tax purposes. In the Notice, the IRS stated that, for U.S. federal income tax purposes, such digital assets (i) are “property,” (ii) are not “currency” for purposes of the rules of the Code relating to foreign currency and (iii) may be held as a capital asset. In 2019, the IRS released a revenue ruling and a set of “Frequently Asked Questions” (the “Ruling & FAQs”) that provide some additional guidance, including guidance to the effect that, under certain circumstances, hard forks of digital assets are taxable events giving rise to ordinary income and guidance with respect to the determination of the tax basis of digital assets. However, the Notice and the Ruling & FAQs do not address other significant aspects of the U.S. federal income tax treatment of digital assets. For example, although the Notice contemplates that rewards earned from “mining” will constitute taxable income to the miner, there is no guidance directly addressing rewards from Staking or amounts received in connection with digital assets lending activities, including with respect to whether and when engaging in such activities might rise to the level of a trade or business. It is likely, however, that the IRS would assert that Staking or lending digital assets give rise to current, ordinary income. More generally, there also is no guidance directly addressing the U.S. federal income tax consequences of lending digital assets, and it is possible that a lending transaction could be treated as a taxable disposition of the lent digital assets. Because the treatment of digital assets is uncertain, it is possible that the treatment of ownership of any particular digital assets may be adverse to the Fund. For example, ownership of a digital assets could be treated as ownership in an entity, in which case the consequences of ownership of that digital assets would depend on the type and place of organization of the deemed entity. Moreover, although the Ruling & FAQs address the treatment of hard forks, there continues to be uncertainty with respect to the timing and amount of the income inclusions. While the Ruling & FAQs do not address most situations in which airdrops occur, it is clear from the reasoning of the Ruling & FAQs that the IRS generally would treat an airdrop as a taxable event giving rise to ordinary income.

There can be no assurance that the IRS will not alter its position with respect to digital assets in the future or that a court would uphold the treatment set forth in the Notice and the Ruling & FAQs. It is also unclear what additional guidance on the treatment of digital assets for U.S. federal income tax purposes may be issued in the future. Any such alteration of the current IRS positions or additional guidance could result in adverse tax consequences for investors in the Fund and could have an adverse effect on the value of digital assets. Future developments that may arise with respect to digital assets may increase the uncertainty with respect to the treatment of digital assets for U.S. federal income tax purposes. For example, the Notice addresses only digital assets that are “convertible virtual currency,” and it is conceivable that, as a result of a fork, airdrop or similar occurrence, the Fund will hold certain types of digital assets that are not within the scope of the Notice.

The remainder of this discussion assumes that any digital assets that the Fund may hold are properly treated for U.S. federal income tax purposes as property that may be held as a capital asset and that is not currency for purposes of the rules with respect to foreign currency gain and loss.

U.S. Entity-Level Taxation of the Fund

The Fund has elected to be treated as a corporation for U.S. federal income tax purposes.

The Manager believes that the Fund will not be treated as engaged in a trade or business in the United States and thus will not derive income that is treated as “effectively connected” with the conduct of a trade or business in the United States (“effectively connected income”). There can, however, be no complete assurance in this regard. In particular, there is no guidance directly addressing the U.S. federal income taxation of Staking, Staking Consideration or lending digital assets, including with respect to whether and when engaging in such activities might rise to the level of a trade or business. If the Fund were treated as engaged in a trade or business in the United States, it would be subject to U.S. federal income tax, at the rates applicable to U.S. corporations (currently, at the rate of 21%), on its net effectively connected income. Any such income might also be subject to U.S. state and local income taxes. In addition, the Fund would be subject to a 30% U.S. branch profits tax in respect of its “dividend equivalent amount,” as defined in Section 884 of the Code, attributable to its effectively

connected income (generally, the after-tax amount of certain effectively connected income that is not treated as reinvested in the trade or business). If the Fund were treated as engaged in a trade or business in the United States during any taxable year, it would be required to file a U.S. federal income tax return for that year, regardless of whether it recognized any effectively connected income. If the Fund did not file U.S. federal income tax returns and were later determined to have engaged in a U.S. trade or business, it would generally not be entitled to offset its effectively connected income and gains against its effectively connected losses and deductions (and, therefore, would be taxable on its gross, rather than net, effectively connected income). If the Fund recognizes any effectively connected income, the imposition of U.S. taxes on such income may have a substantial adverse effect on the return to shareholders.

Provided that it does not constitute effectively connected income, any U.S.-source “fixed or determinable annual or periodical” (“FDAP”) income received, or treated as received, by the Fund would generally be subject to U.S. withholding tax at the rate of 30% (subject to statutory exemptions such as the portfolio interest exemption). Although there is no guidance on point, ordinary income recognized by the Fund as a result of a fork, airdrop or similar occurrence would presumably constitute FDAP income. It is also possible that receipt of Staking Consideration or proceeds from lending activities will be considered FDAP income. It is unclear, however, whether any such FDAP income would be properly treated as U.S.-source or foreign-source FDAP income. In the absence of guidance, it is possible that a withholding agent will withhold 30% from any assets derived by the Fund as a consequence of a fork, airdrop or similar occurrence, or from Staking or lending activities.

U.S. Investors in the Fund

The following discussion outlines certain significant U.S. federal income tax consequences of an investment in the Fund by a U.S. Investor. This discussion assumes that a U.S. Investor holds its interest in the Fund as a capital asset. This discussion assumes that each U.S. Investor will acquire all of its Shares on the same date solely for cash.

Although there is no certainty in this regard, the Fund may be a “passive foreign investment company,” as defined in Section 1297 of the Code (a “PFIC”) for U.S. federal income tax purposes. In addition, under certain circumstances, the Fund may be a “controlled foreign corporation” (a “CFC”) for U.S. federal income tax purposes. The material consequences of the PFIC rules and the CFC rules are set forth below. If the Fund is a CFC, the CFC rules, rather than the PFIC rules, will apply to any U.S. Investor that is a 10% U.S. Shareholder, as defined below, of the Fund.

Prospective U.S. Investors should consult their tax advisers concerning the Fund’s potential PFIC status and CFC status, and the tax considerations relevant to an investment in a PFIC or CFC. Prospective U.S. Investors should also read the discussion under the headings “—Information Reporting and Backup Withholding,” “—Information Reporting by Shareholders” and “—FATCA Tax” below.

PFIC Rules

It is not clear whether the Fund is a PFIC for U.S. federal income tax purposes, and the guidance in the Ruling & FAQs has increased the uncertainty in this regard. However, because it is possible that the Fund is a PFIC, the Fund will provide to each U.S. Investor, and to any other shareholder upon request, PFIC Annual Information Statements that will include the required information and representations to permit such U.S. Investor (or any direct or indirect beneficial owner of an interest in such investor) to make a “qualified electing fund” election (a “QEF Election”) with respect to the Fund. Each U.S. Investor should consult its tax adviser as to whether it should make a QEF Election. Assuming that the Fund is a PFIC, failure to make a QEF Election with respect to an investment in the Fund could result in materially adverse tax consequences to a U.S. Investor, as described below.

For simplicity of presentation, it is assumed for purposes of the following disclosure that the Fund is a PFIC.

Consequences in Absence of QEF Election

If a U.S. Investor does not make a QEF Election with respect to the Fund, any “excess distribution” received by the U.S. Investor from the Fund, and any gain recognized by the U.S. Investor on a sale or other disposition (including, under certain circumstances, a pledge) of Shares, will be treated as having been earned ratably (on a straight-line basis) over the U.S. Investor’s holding period for its Shares. The portion allocated to the taxable year of the “excess distribution,” or to the year of the sale or other disposition, will be treated as ordinary income. The portion allocated to each prior taxable year will be subject to U.S. federal income tax at the highest marginal rate in effect for the type of U.S. Investor (corporate or individual) for such taxable year, and an interest charge for the deemed deferral benefit will be imposed on the resulting tax liability for each prior taxable year.

If a U.S. Investor does not make a QEF Election, distributions by the Fund to the U.S. Investor, other than “excess distributions,” will be taxable as ordinary income (and not as “qualified dividend income”) to the extent such distributions are made out of the Fund’s current or accumulated earnings and profits, as determined for U.S. federal income tax purposes. To the extent that a distribution (other than an “excess distribution”) exceeds the Fund’s current and accumulated earnings and profits, the distribution will be treated, first, as a return of capital that will reduce the U.S. Investor’s tax basis in its Shares and, after such tax basis has been reduced to zero, as gain from a sale or exchange of the U.S. Investor’s Shares, which will be subject to U.S. federal income tax as described above. These rules will apply to any in-kind distribution of a Forked Asset that the Fund makes to a U.S. Investor, with the amount of the distribution equal to the fair market value of such Forked Asset on the date of the distribution.

Consequences Pursuant to QEF Election

A U.S. Investor can mitigate the consequences described above by making a QEF Election with respect to the Fund. A U.S. Investor can make a QEF Election by attaching a properly executed IRS Form 8621 to its U.S. federal income tax return for the first taxable year in which it wishes the election to apply. If a U.S. Investor does not make a QEF Election with respect to the Fund for the first taxable year in which the U.S. Investor holds any Shares, a later QEF Election with respect to the Fund will not apply with respect to the U.S. Investor’s investment in the Fund unless the U.S. Investor elects to recognize gain, if any, as if it sold its Shares on the first day of the first taxable year to which the QEF Election applies. Any gain that a U.S. Investor recognizes as a consequence of such an election will be subject to U.S. federal income tax as described above.

If a U.S. Investor makes a valid QEF Election with respect to its Shares, the U.S. Investor will be required to report on its U.S. federal income tax return, and thus to take into account in determining its U.S. federal income tax liability, its pro rata share of the Fund’s ordinary earnings and net capital gain for the taxable year of the Fund ending within or with such U.S. Investor’s taxable year, regardless of whether the Fund makes any distributions to the U.S. Investor. A U.S. Investor will include its pro rata share of the Fund’s ordinary earnings as ordinary income, and will include its pro rata share of the Fund’s net capital gain (that is, the excess of net long-term capital gain over net short-term capital loss) as long-term capital gain. U.S. Investors will not be entitled to claim deductions for any net losses incurred by the Fund, and the Fund will not be entitled to carry its net losses for any taxable year back or forward in computing its ordinary earnings and net capital gain for other taxable years. In addition, a U.S. Investor will not be entitled to claim a foreign tax credit for any non-U.S. taxes borne by the Fund, but these taxes will reduce the amount of income the U.S. Investor would otherwise be required to include pursuant to the QEF Election. A U.S. Investor’s tax basis in its Shares will be increased by the amounts the U.S. Investor includes in income as a consequence of the QEF Election and decreased by the amount of distributions the U.S. Investor receives from the Fund out of earnings that the U.S. Investor previously included in income as a consequence of the QEF Election.

The Manager believes that, in general, gains and losses recognized by the Fund from the sale or other disposition of digital assets will be treated as capital gains or losses pursuant to the Notice. The Fund may sell digital assets

for U.S. dollars or other fiat currency in connection with rebalancings, in order to divest itself of Forked Assets or to pay Additional Fund Expenses and in connection with its liquidation. In addition, the Fund's payment of the Manager's Fee or any Additional Fund Expenses through a transfer of digital assets, and any distribution of Forked Assets to the shareholders (or to an agent of the shareholders), will be treated for U.S. federal income tax purposes as a sale of the relevant digital assets for their fair market value on the date of such transfer or distribution, except that solely in the case of a distribution to the shareholders (or their agent), the Fund will not recognize any loss realized by it on such deemed sale. As noted above, the IRS has taken the position in the Ruling & FAQs that, under certain circumstances, a hard fork of a digital asset constitutes a taxable event giving rise to ordinary income, and it is clear from the reasoning of the Ruling & FAQs that the IRS generally would treat an airdrop as a taxable event giving rise to ordinary income. In addition, any gain or loss the Fund recognizes on a disposition of a fiat currency other than the U.S. dollar will generally be treated as ordinary income or loss.

As discussed above, there is uncertainty with respect to many significant aspects of the U.S. federal income tax treatment of digital assets, including the timing and character of income earned as a result of Staking Activities or lending activities. If the IRS successfully challenges the Fund's determination of its income, the Fund may be required to issue revised PFIC Annual Information Statements for prior taxable years, and U.S. Investors may be required to amend their tax returns for those years.

Assuming that a U.S. Investor makes a QEF Election with respect to its Shares, a distribution by the Fund to the U.S. Investor will be taxable as ordinary income (and not as "qualified dividend income") to the extent such distributions are made out of the Fund's current or accumulated earnings and profits, as determined for U.S. federal income tax purposes, except to the extent that the U.S. Investor can establish that the distributions are made out of earnings that were previously included in income by any U.S. person as a consequence of a QEF Election. The portion of any such distribution that the U.S. Investor can establish as being made out of earnings that were previously included in a U.S. person's income pursuant to a QEF Election will not be subject to U.S. federal income tax. To the extent that a distribution exceeds the Fund's current and accumulated earnings and profits, the distribution will be treated, first, as a return of capital that will reduce the U.S. Investor's tax basis in its Shares and, after such tax basis has been reduced to zero, as gain from a sale or exchange of the U.S. Investor's Shares. These rules will apply to any in-kind distribution of a Forked Asset that the Fund makes to a U.S. Investor, with the amount of the distribution equal to the fair market value of such Forked Asset on the date of the distribution.

Upon a sale or other exchange of Shares, a U.S. Investor will generally recognize gain or loss equal to the difference between the amount realized and the U.S. Investor's tax basis in its Shares. Assuming that the U.S. Investor has made a QEF Election with respect to its Shares, any such gain or loss will constitute capital gain or loss, and will be long-term capital gain or loss if the U.S. Investor's holding period for the Shares was more than one year as of the date of the sale or other exchange.

A U.S. Investor that makes a QEF Election with respect to its Shares may also elect to defer the payment of the taxes in respect of its share of the Fund's undistributed ordinary earnings and net capital gain, subject to the payment of an interest charge on the deferred tax liability. If a U.S. Investor makes this election, the deferred tax liability with respect to the undistributed earnings attributable to its Shares will generally become payable on the due date (determined without regard to extensions) of the U.S. Investor's U.S. federal income tax return for the taxable year in which the U.S. Investor sells or pledges such Shares. If the Fund makes a distribution, however, the deferred tax liability with respect to the U.S. Investor's share of the distributed earnings will become payable on the due date (determined without regard to extensions) of the U.S. Investor's U.S. federal income tax return for the taxable year in which the distribution occurs.

CFC Rules

In general, a non-U.S. corporation will be treated as a “controlled foreign corporation” for U.S. federal income tax purposes (a “CFC”) if more than 50% of its stock, by vote or value, is owned, directly or under applicable constructive ownership rules, by 10% U.S. Shareholders. A “10% U.S. Shareholder” is a U.S. person (including a U.S. partnership) that owns, directly or under applicable constructive ownership rules, at least 10% of the value or voting power of the non-U.S. corporation’s stock. If the Fund were treated as a CFC, the PFIC rules would not apply to a U.S. Investor that was a 10% U.S. Shareholder (but would continue to apply to other U.S. Investors). Instead, a 10% U.S. Shareholder generally would be required to take into account, as ordinary income, its share of all of the Fund’s income and gain for each taxable year, without regard to whether the Fund made any distributions. In addition, all or a portion of the gain recognized by a 10% U.S. Shareholder upon the sale or exchange of an interest in the Fund could conceivably be recharacterized as dividend income that would be taxable as ordinary income.

In-Kind Distributions of Forked Assets

If the Fund distributes Forked Assets in kind to the shareholders (or to an agent of the shareholders), the Fund will recognize gain (if any) as if it had sold the Forked Assets for their fair market value on the date of the distribution. As discussed above, any such gain will be reported on the Fund’s PFIC Annual Information Statements for the year in which the distribution occurs. For U.S. federal income tax purposes, the shareholders will be treated as receiving a distribution from the Fund in an amount equal to the fair market value of the Forked Assets on the date of the distribution, without regard to whether the distribution is made directly to the shareholders or to an agent on behalf of the shareholders. For the consequences of any such distribution to a U.S. Investor, see “—U.S. Investors in the Fund.”

Upon the sale or other disposition of such distributed Forked Assets by the shareholders’ agent, a U.S. Investor will recognize gain or loss in an amount equal to the difference between (i) the fair market value of the U.S. Investor’s share of such Forked Assets (which, in the case of a sale by such agent, generally will be equal to the U.S. Investor’s share of the cash proceeds received by the agent, reduced by the U.S. Investor’s share of any selling expenses incurred by the agent on such U.S. Investor’s behalf) and (ii) the U.S. Investor’s basis in its share of such Forked Assets (which generally will be equal to the fair market value of the U.S. Investor’s share of such Forked Assets on the date of the distribution by the Fund). In general, such gain or loss will be short-term capital gain or loss if the sale or other disposition occurs within one year after the Fund’s in-kind distribution of the Forked Assets and will be long-term capital gain or loss if the sale or other disposition occurs more than one year after such in-kind distribution. The deductibility of capital losses is subject to significant limitations.

Tax-Exempt Investors in the Fund

In general, Tax-Exempt Investors are subject to U.S. federal income taxation with respect to any unrelated business taxable income (“UBTI”) they derive. UBTI generally does not include certain specified types of income, including dividends or gains from the sale, exchange or other disposition of property other than inventory or property held primarily for sale to customers in the ordinary course of a trade or business. However, UBTI includes “unrelated debt-financed income,” which is generally defined as any income derived from property in respect of which “acquisition indebtedness” is outstanding, even if the income would otherwise be excluded in computing UBTI.

In general, a Tax-Exempt Investor’s income from an investment in the Fund should not be treated as resulting in UBTI, provided that the Tax-Exempt Investor’s acquisition of its Shares is not debt-financed. Specifically, a Tax-Exempt Investor’s income from the Fund should not be treated as UBTI as a consequence of the Fund’s recognition of any income that would be treated as UBTI if derived directly by the Tax-Exempt Investor, including the Fund’s share of any income arising from a fork, airdrop or similar occurrence. If a Tax-Exempt Investor’s

acquisition of any Shares is debt-financed, all or a portion of such Tax-Exempt Investor's income attributable to such Shares will be included in UBTI. The portion of a Tax-Exempt Investor's income attributable to its Shares that is treated as UBTI will be subject to U.S. federal income tax as discussed in "—U.S. Investors in the Fund."

It is possible that the Fund is a PFIC. In addition, under certain circumstances, the Fund may be a CFC. A Tax Exempt Investor will not be subject to income tax under the PFIC rules, and should not be subject to income tax under the CFC rules, if it is not otherwise taxable under the UBTI provisions with respect to its ownership of its Shares (i.e., because its investment in the Fund is debt-financed).

A charitable remainder trust is not subject to U.S. federal income taxation with respect to UBTI, but instead is subject to a U.S. federal excise tax equal to the entire amount of any UBTI it derives. In general, if the Fund is a PFIC or a CFC, U.S. beneficiaries of any Tax-Exempt Investor that is a charitable remainder trust will be treated for purposes of the PFIC rules and the CFC rules as owning their proportionate shares of such Tax-Exempt Investor's Shares for purposes of the regimes applicable to U.S. investors in PFICs and CFCs. Any such U.S. beneficiary could be subject to materially adverse tax consequences under the PFIC rules or the CFC rules. Upon request, the Fund will provide shareholders with information necessary to permit any such U.S. person to make a QEF Election with respect to the Fund. Any prospective shareholder that is a charitable remainder trust should consult its tax adviser regarding the advisability of an investment in the Fund.

Tax-Exempt Investors that are private foundations, or that are "applicable educational institutions" as defined in Section 4968 of the Code, should consult their tax advisers about the possible excise tax consequences to them of an investment in Shares.

Prospective Tax-Exempt Investors in the Fund should also read the discussion under the headings "—Information Reporting and Backup Withholding," "—Information Reporting by Shareholders" and "—FATCA Tax" below.

Non-U.S. Investors in the Fund

Except as discussed below under "—FATCA Tax," a Non-U.S. Investor will not be subject to U.S. federal income or withholding tax on distributions received in respect of its Shares, on gains recognized on a sale or other disposition of its Shares or the sale of Forked Assets by an agent on its behalf.

It is possible that the Fund is a PFIC. In addition, under certain circumstances, the Fund may be a CFC. In general, if the Fund is a PFIC or a CFC, all or certain U.S. persons sufficiently related by equity ownership to a Non-U.S. Investor that is a corporation, partnership, trust or estate will be treated as owning their proportionate shares of the Non-U.S. Investor's Shares for purposes of the regimes applicable to U.S. investors in PFICs and CFCs. Treatment of a U.S. person as the owner of an equity interest in a PFIC or CFC could have materially adverse tax consequences for such person. Upon request, the Fund will provide shareholders with information necessary to permit any such U.S. person to make a QEF Election with respect to the Fund.

Prospective Non-U.S. Investors in the Fund should also read the discussion under the headings "—Information Reporting and Backup Withholding" and "—FATCA Tax" below.

Information Reporting and Backup Withholding

Payments of Fund dividends, and of proceeds from sales of Shares, that are made to a U.S. Investor within the United States or through certain U.S.-related financial intermediaries will generally be subject to U.S. information reporting, and may be subject to U.S. backup withholding, unless (i) the U.S. Investor is a corporation or other exempt recipient or (ii) in the case of backup withholding, the U.S. Investor provides a correct taxpayer identification number and certifies that it is not subject to backup withholding. The amount of any backup withholding from a payment to a U.S. Investor will be allowed as a credit against the U.S. Investor's U.S. federal income tax liability and may entitle the U.S. Investor to a refund, provided that the required information is timely furnished to the IRS.

In order to reduce or eliminate U.S. information reporting requirements and U.S. backup withholding in respect of distributions made by the Fund and proceeds from on a sale or other disposition of Shares, a Non-U.S. Investor must comply with certain certification requirements (generally, by delivering a properly executed IRS Form W-8BEN or W-8BEN-E to the Fund).

Information Reporting by Shareholders

U.S. Investors may be subject to various information reporting requirements as a consequence of an investment in the Fund. Failure to satisfy these requirements may result in substantial penalties. Certain U.S. federal information reporting requirements are summarized below, but this summary does not purport to provide an exhaustive list of such requirements. Tax-Exempt Investors may also be subject to these and other information reporting requirements as a consequence of an investment in the Fund. Prospective investors are urged to consult their tax advisers concerning the information reporting requirements to which they may be subject as a consequence of an investment in the Fund.

Unless a U.S. Investor who is an individual holds his or her Shares in a financial account maintained by a financial institution, the U.S. Investor will be required to report information relating to his or her ownership of Shares on IRS Form 8938 for each taxable year in which he or she holds interests in "specified foreign financial assets," as defined in Section 6038D of the Code, including Shares, with an aggregate value in excess of an applicable threshold amount. Certain U.S. Investors that are entities may be subject to similar rules.

If the Fund is a PFIC, a U.S. Investor will generally be required to file IRS Form 8621 with respect to the Fund for each year in which it holds its Shares. Any U.S. Investor that (a) acquires (whether in one or more transactions) a 10% or greater interest in the Fund (determined by applying certain attribution rules) or (b) reduces its interest in the Fund to less than 10% will generally be required to file IRS Form 5471. Additional reporting requirements will apply to any U.S. Investor owning a 10% or greater interest in the Fund (determined by applying certain attribution rules) if the Fund is a CFC.

A direct or indirect participant in any "reportable transaction" must disclose its participation to the IRS on IRS Form 8886. Furthermore, a "material adviser" to a reportable transaction is required to maintain a list of each person with respect to whom such adviser acted as a material adviser and to disclose to the IRS certain other information regarding the transaction. For purposes of the disclosure rules, a U.S. person that owns at least 10% of the voting power or value of the shares of a CFC is generally treated as a participant in a reportable transaction in which the relevant foreign corporation participates. It is possible that the Fund will participate in one or more transactions that all or certain U.S. Investors would be required to report if the Fund were a CFC. A U.S. Investor also may be required to report a transfer of all or any portion of its Shares if it recognizes a loss on the transfer that equals or exceeds an applicable threshold amount. Certain states, including New York, have similar reporting requirements.

FATCA Tax

Under certain provisions of the Code and Treasury regulations promulgated thereunder (commonly referred to as “FATCA”), as well as certain intergovernmental agreements between the United States and certain other countries (including the Cayman Islands) together with expected local country implementing legislation, certain payments made in respect of the Shares may be subject to withholding (“FATCA withholding”).

The Fund (or a relevant intermediary) may be required to impose FATCA withholding on payments in respect of the Shares to the extent that such payments are “foreign passthru payments,” made to non-U.S. financial institutions (including intermediaries) that have not entered into agreements with the IRS pursuant to FATCA or otherwise established an exemption from FATCA, and other shareholders that fail to provide sufficient identifying information to the Fund or any relevant intermediary. The term “foreign passthru payment” is not yet defined. It is not clear whether and to what extent payments on the Shares will be considered foreign passthru payments subject to FATCA withholding or how intergovernmental agreements will address foreign passthru payments (including whether withholding on foreign passthru payments will be required under such agreements). Withholding on foreign passthru payments will not apply prior to the date that is two years after the publication of the final regulations defining “foreign passthru payments.” Shareholders should consult their tax advisers as to how these rules may apply to payments they receive under the Shares.

1. The issuer’s primary and secondary SIC Codes.

The Fund’s primary SIC Code is 6221. The Fund’s secondary SIC code is 6199.

2. If the issuer has never conducted operations, is in the development stage, or is currently conducting operations.

The Fund is a passive entity with no operations, and the Manager administers and manages the Fund as described in “Description of the Fund.”

3. Whether the issuer has at any time been a “shell company.”

The Fund has not at any time been a “shell company.”

4. The names of any parent, subsidiary, or affiliate of the issuer, and its business purpose, its method of operation, its ownership, and whether it is included in the financial statements attached to this Disclosure Statement.

The Manager of the Fund is Grayscale Investments, LLC. As of June 30, 2022, Genesis Global Trading, Inc., a wholly owned subsidiary of Digital Currency Group, Inc. and a registered broker dealer, was the marketer and distributor of the Fund. Genesis Global Trading, Inc. was also an initial purchaser and an Authorized Participant. Effective October 3, 2022, Grayscale Securities, LLC, a wholly owned subsidiary of the Manager, and a registered broker dealer, is the marketer and distributor of the Fund. Effective October 3, 2022, Grayscale Securities, LLC is the sole Authorized Participant. The financial results of these entities are not included in the Fund’s financial statements.

The Manager

The Fund’s Manager is Grayscale Investments, LLC, a Delaware limited liability company formed on May 29, 2013 and a wholly owned subsidiary of Digital Currency Group, Inc. The Manager’s principal place of business is 290 Harbor Drive, 4th Floor, Stamford, CT 06902 and its telephone number is (212) 668-1427. Under the Delaware Limited Liability Company Act and the governing documents of the Manager, Digital Currency Group,

Inc., the sole member of the Manager, is not responsible for the debts, obligations and liabilities of the Manager solely by reason of being the sole member of the Manager.

The Manager is neither an investment adviser registered with the SEC nor a commodity pool operator registered with the CFTC, and will not be acting in either such capacity with respect to the Fund, and the Manager's provision of services to the Fund will not be governed by the Investment Advisers Act or the CEA.

The Manager's Role

The Manager arranged for the creation of the Fund and the quotation of the Shares on the OTCQB. As partial consideration for its receipt of the Manager's Fee from the Fund, the Manager is obligated to pay the Manager-paid Expenses. The Manager also paid the costs of the Fund's organization and the costs of the initial sale of the Shares.

The Manager is generally responsible for the day-to-day administration of the Fund under the provisions of the LLC Agreement. This includes (i) preparing and providing periodic reports and financial statements on behalf of the Fund to investors, (ii) processing orders to create Baskets and coordinating the processing of such orders with the Custodian and the Transfer Agent, (iii) calculating and publishing the Digital Asset Holdings of the Fund and the Digital Asset Holdings per Share each business day as of 4:00 p.m., New York time, or as soon thereafter as practicable, (iv) selecting and monitoring the Fund's service providers and from time to time engaging additional, successor or replacement service providers, (v) instructing the Custodian to transfer the Fund's digital assets, cash and/or Forked Assets, as needed to pay the Manager's Fee and any Additional Fund Expenses, (vi) upon dissolution of the Fund, distributing the Fund's remaining digital assets (including Fund Components and/or Forked Assets) or the cash proceeds of the sale of digital assets, as well as any of the cash held by the Fund at such time, to the owners of record of the Shares and (vii) establishing the principal market for each Fund Component of the Fund for GAAP purposes. In addition, if there is a fork in the network of any Fund Component held by the Fund, the Manager will use its discretion to determine, in good faith, which peer-to-peer network, among a group of incompatible forks of such network, is generally accepted as the network for such Fund Component and should therefore be considered the appropriate network for such Fund Component for the Fund's purposes.

The Manager does not store, hold, or maintain custody or control of the Fund's digital assets but instead has entered into the Custodian Agreement with the Custodian to facilitate the security of the Fund's digital assets.

The Manager may, in its sole discretion, select a different reference rate provider, select a different reference rate provided by the Reference Rate provider, subject to the Manager's obligations under the Index License Agreement, calculate the Digital Asset Reference Rates by using the cascading set of rules set forth under "Overview of the Digital Asset Industry and Market—Fund Component Value—Digital Asset Reference Rates—Determination of Digital Asset Reference Rates When Indicative Prices and Index Prices are Unavailable" above, or change the cascading set of rules set forth above at any time.

Authorized Participants

An Authorized Participant must enter into a "Participant Agreement" with the Manager and the Fund to govern its placement of orders to create Baskets. The Participant Agreement sets forth the procedures for the creation of Baskets and for the delivery of digital assets required for creations. A copy of the form of Participant Agreement is available for inspection at the Manager's principal office identified herein.

Each Authorized Participant must (i) be a registered broker-dealer, (ii) enter into a Participant Agreement with the Manager and (iii) own a digital asset wallet address that is known to the Custodian as belonging to the Authorized Participant or such Authorized Participant's Liquidity Provider. A list of the current Authorized

Participants can be obtained from the Manager. Prior to October 3, 2022 and for the periods covered by this Disclosure Statement, Genesis (in such capacity, an “Authorized Participant”), a registered broker-dealer and wholly owned subsidiary of DCG, was the only Authorized Participant, and was party to a participant agreement with the Manager and the Fund.

Effective October 3, 2022, the Manager entered into a Participant Agreement with Grayscale Securities, pursuant to which Grayscale Securities has agreed to act as an Authorized Participant of the Fund. The Participant Agreement provides the procedures for the creation of Shares of the Fund through the Authorized Participant, which are substantially similar to the procedures for the creation of Shares set forth in the Fund’s participant agreement with Genesis, except that the Authorized Participant may engage a Liquidity Provider to source digital assets on behalf of the Authorized Participant in connection with the creation of Shares. In addition to being a registered broker-dealer and entering into a Participant Agreement with the Manager, Grayscale Securities or its Liquidity Provider will own digital asset wallet addresses that are known to the Custodian of the Fund, as belonging to the Authorized Participant or its Liquidity Provider. On October 3, 2022, the Manager and Genesis also agreed to terminate the participant agreement, dated January 11, 2019, among the Manager, the Fund and Genesis, which provided the procedures for the creation of Shares. As a result, effective October 3, 2022, Genesis is no longer acting as an Authorized Participant of the Fund, but will serve as a Liquidity Provider to Grayscale Securities.

As of the date of this Disclosure Statement, Grayscale Securities is the only acting Authorized Participant and has engaged Genesis as its only Liquidity Provider. The Manager intends to engage additional Authorized Participants that are unaffiliated with the Fund in the future.

No Authorized Participant has any obligation or responsibility to the Manager or the Fund to effect any sale or resale of Shares.

The Distributor and Marketer

Prior to October 3, 2022, and for the periods covered by this report, Genesis was the distributor and marketer of the Shares. Effective October 3, 2022, Grayscale Securities is the distributor and marketer of the Shares and Genesis is no longer acting as the distributor and marketer of the Shares of the Fund. Grayscale Securities is a registered broker-dealer with the SEC and is a member of FINRA.

In its capacity as distributor and marketer, Grayscale Securities assists the Manager in developing an ongoing marketing plan for the Fund; preparing marketing materials regarding the Shares, including the content on the Fund’s website, www.grayscale.com/products/grayscale-decentralized-finance-fund/; and executing the marketing plan for the Fund. Genesis and Grayscale Securities are each affiliates of the Manager.

The Manager has entered into a Distribution and Marketing Agreement with Grayscale Securities. The Manager may engage additional or successor distributors and marketers in the future.

Conflicts of Interest

General

The Manager has not established formal procedures to resolve all potential conflicts of interest. Consequently, shareholders may be dependent on the good faith of the respective parties subject to such conflicts to resolve them equitably. Although the Manager attempts to monitor these conflicts, it is extremely difficult, if not impossible, for the Manager to ensure that these conflicts do not, in fact, result in adverse consequences to the Fund.

The Manager presently intends to assert that shareholders have, by subscribing for Shares of the Fund, consented to the following conflicts of interest in the event of any proceeding alleging that such conflicts violated any duty owed by the Manager to investors.

Digital Currency Group, Inc.

Digital Currency Group, Inc. is (i) the sole member and parent company of the Manager, and parent company of Genesis, the Authorized Participant's only Liquidity Provider as of the date of this Disclosure Statement, (ii) the indirect parent company of the Reference Rate Provider and of Grayscale Securities, the only acting Authorized Participant, as of the date of this Disclosure Statement, (iii) a minority interest holder in Coinbase, which operates Coinbase Pro, one of the Digital Asset Exchanges included in the Digital Asset Reference Rate for certain of the digital assets held by the Fund, and which is also the parent company of the Custodian, representing less than 1.0% of its equity, and (iv) a minority interest holder in Kraken, one of the Digital Asset Exchanges included in the Digital Asset Reference Rate for certain of the digital assets held by the Fund, representing less than 1.0% of its equity.

DCG has investments in a large number of digital assets and companies involved in the digital asset ecosystem, including exchanges and custodians. DCG's positions on changes that should be adopted in various Digital Asset Networks could be adverse to positions that would benefit the Fund or its shareholders. Additionally, before or after a hard fork on the network of a digital asset held by the Fund, DCG's position regarding which fork among a group of incompatible forks of such network should be considered the "true" network could be adverse to positions that would most benefit the Fund.

The Manager

The Manager has a conflict of interest in allocating its own limited resources among, when applicable, different clients and potential future business ventures, to each of which it owes fiduciary duties. Additionally, the professional staff of the Manager also services other affiliates of the Manager, including other digital asset investment vehicles, and their respective clients. Although the Manager and its professional staff cannot and will not devote all of its or their respective time or resources to the management of the affairs of the Fund, the Manager intends to devote, and to cause its professional staff to devote, sufficient time and resources to manage properly the affairs of the Fund consistent with its or their respective fiduciary duties to the Fund and others.

The Manager is the parent company of Grayscale Securities, and the Manager may engage other affiliated service providers in the future. Because of the Manager's affiliated status, it may be disincentivized from replacing affiliated service providers. In connection with this conflict of interest, shareholders should understand that affiliated service providers will receive fees for providing services to the Fund. Clients of the affiliated service providers may pay commissions at negotiated rates which are greater or less than the rate paid by the Fund.

The Manager and any affiliated service provider may, from time to time, have conflicting demands in respect of their obligations to the Fund and, in the future, to other clients. It is possible that future business ventures of the Manager and affiliated service providers may generate larger fees, resulting in increased payments to employees, and therefore, incentivizing the Manager and/or the affiliated service providers to allocate it/their limited resources accordingly to the potential detriment of the Fund.

There is an absence of arm's-length negotiation with respect to some of the terms of the Fund, and, where applicable, there has been no independent due diligence conducted with respect to the Fund. The Manager will, however, not retain any affiliated service providers for the Fund which the Manager has reason to believe would knowingly or deliberately favor any other client over the Fund.

The Authorized Participant

Prior to October 3, 2022 and for the periods covered by this Disclosure Statement, Genesis, an affiliate of the Fund and the Manager, was the only Authorized Participant and was party to a participant agreement with the Manager and the Fund. Effective October 3, 2022, the only Authorized Participant is Grayscale Securities, an affiliate of the Fund and the Manager. As a result of this affiliation, the Manager has an incentive to resolve questions between Grayscale Securities, on the one hand, and the Fund and shareholders, on the other hand, in favor of Grayscale Securities (including, but not limited to, questions as to the calculation of the Basket Amount). Lastly, several employees of the Manager and Digital Currency Group, Inc. are FINRA-registered representatives who maintain their licenses through Grayscale Securities.

As of the date of this Disclosure Statement, Grayscale Securities has engaged Genesis, an affiliate of the Fund and the Manager, to act as its Liquidity Provider. In its capacity as the Liquidity Provider of Grayscale Securities, Genesis may engage in digital asset trading with the Fund's affiliated entities. For example, when the Manager receives the Manager's Fee in digital assets, it may sell the digital assets through Genesis. For this service, Genesis charges the Manager a transaction fee, which is not borne by the Fund. Additionally, the Manager's parent company, Digital Currency Group, Inc., is the sole shareholder and parent company of Genesis, in addition to a customer of Genesis, and may buy or sell digital assets through Genesis from time to time, independent of the Fund.

Proprietary Trading/Other Clients

Because the officers of the Manager may trade digital assets for their own personal trading accounts (subject to certain internal trading policies and procedures) at the same time as they are managing the account of the Fund, prospective investors should be aware that the activities of the officers of the Manager, subject to their fiduciary duties, may, from time-to-time, result in their taking positions in their personal trading accounts which are opposite of the positions taken for the Fund. Records of the Manager's officers' personal trading accounts will not be available for inspection by shareholders.

The Reference Rate Provider

DCG is the indirect parent company of the Reference Rate Provider. As a result, the Reference Rate Provider is an affiliate of the Manager and the Fund and has an incentive to resolve questions regarding, or changes to, the manner in which the DFX and the Digital Asset Reference Rates are constructed and in which the Digital Asset Reference Rates are calculated in a way that favors the Manager and the Fund.

In addition, Genesis, the only Liquidity Provider as of the date hereof, licenses and uses a trading software platform provided by the Reference Rate Provider to operate its trading desk and to facilitate Genesis's actions as an Authorized Participant. Although the Reference Rate Provider does not currently utilize data from over-the-counter markets or derivative platforms, per the terms of the Index License Agreement, the Reference Rate Provider is entitled to use the over-the-counter trading data from Genesis in the Digital Asset Reference Rate.

5. The effect of existing or probable governmental regulations on the business.

Please refer to "Risk Factors—Risk Factors Related to the Regulation of the Fund and the Shares" for a discussion of the effect of existing or probable governmental regulations on the Fund's operations.

6. An estimate of the amount spent during each of the last two fiscal years on research and development activities, and, if applicable, the extent to which the cost of such activities are borne directly by customers.

Not applicable.

7. Costs and effects of compliance with environmental laws (federal, state and local).

Not applicable.

8. The number of total employees and number of full-time employees.

The Fund has no employees. The Manager had 72 employees as of June 30, 2022.

Item 9. The nature of products and services offered.

A. Principal products or services, and their markets.

The investment objective of the Fund and the investment objective of the Manager in relation to the Fund is for the value of the Shares, based on Digital Asset Holdings per Share, to reflect the value of the Fund Components as determined by reference to their respective Digital Asset Reference Rates and Fund Weightings, less the Fund's expenses and other liabilities. The Fund Components consist of the digital assets that make up the DFX as constituted from time to time, subject to the Manager's discretion to exclude individual digital assets in certain cases. The DFX is designed and managed by the CoinDesk Indices, Inc. ("the Index Provider"), a subsidiary of DCG and an affiliate of the Manager, which is also a subsidiary of DCG. Shares are distributed through sales in private placement transactions and become eligible to sell into the public market after a statutory one-year holding period. While an investment in the Shares is not a direct investment in the Fund Components, the Shares are designed to provide investors with a cost-effective and convenient way to gain investment exposure to the top DeFi digital assets by market capitalization. The Shares are quoted on OTCQB under the ticker symbol "DEFG." Digital Asset Holdings per Share is updated daily: www.grayscale.com/products/grayscale-decentralized-finance-fund/. The Fund's manager is Grayscale Investments, LLC.

DeFi applications generally refer to decentralized applications or platforms intended to facilitate financial services transactions such as borrowing, lending, custodying, trading, derivatives, asset management and insurance, without the intermediation of a central trusted party such as a bank, custodian, broker-dealer, securities exchange, investment adviser, clearinghouse or transfer agent. In determining which decentralized finance digital assets are investable and thus within the DeFi Cohort, the Index Provider considers a variety of pre-defined criteria established by the Index Provider, including such digital asset's inclusion in the relevant sector of the Index Provider's digital asset classification system, the CoinDesk Digital Asset Classification Standard (DACS), and the Custodian's support of the digital asset, and seeks to exclude those digital assets whose trading characteristics, in the Index Provider's judgment, feature thinly traded markets, liquidity fragmentation, significant discrepancies in price among trading venues, trading-venue and non-market-related anomalies, price manipulation risk or data integrity issues.

B. Distribution methods of the products or services.

Not applicable.

C. Status of any publicly announced new product or service.

Not applicable.

D. Competitive business conditions, the issuer's competitive position in the industries, and methods of competition.

More than 20,000 other digital assets, as tracked by CoinMarketCap.com as of June 30, 2022 have been developed since the inception of Bitcoin, currently the most developed digital asset because of the length of time it has been in existence, the investment in the infrastructure that supports it, and the network of individuals and entities that are using Bitcoin in transactions. While digital assets, including the Fund Components, have enjoyed some success in their limited history, the aggregate value of outstanding Fund Components, excluding Bitcoin, is much smaller than that of Bitcoin and may be eclipsed by the more rapid development of other digital assets.

E. Sources and availability of raw materials and the names of principal suppliers.

Not applicable.

F. Dependence on one or a few major customers.

Not applicable.

G. Patents, trademarks, licenses, franchises, concessions, royalty agreements or labor contracts, including their duration.

Not applicable.

H. The need for any government approval of principal products or services and the status of any requested government approvals.

See the discussion set forth under the heading "The effect of existing or probable governmental regulations on the business" above.

Item 10. The nature and extent of the issuer's facilities.

The Fund is a passive entity with no operations, and the Manager administers and manages the Fund as described in the "Description of the Fund." The principal office of the Manager is located at 290 Harbor Drive, 4th Floor, Stamford, Connecticut 06902. The Manager utilizes a portion of the space leased by Digital Currency Group, Inc. The lease expires on February 29, 2032.

PART D. MANAGEMENT STRUCTURE AND FINANCIAL INFORMATION

Item 11. The name of the chief executive officer, members of the board of directors, as well as control persons.

Management of the Manager

Under the LLC Agreement, all management functions of the Fund have been delegated to and are conducted by the Manager, its agents and its affiliates, including without limitation, the Custodian and its agents. As officers of the Manager, Michael Sonnenshein, the principal executive officer of the Manager, and Edward McGee, the principal financial officer of the Manager, may take certain actions and execute certain agreements and certifications for the Fund, in their capacity as the principal officers of the Manager.

The following individuals are the officers of the Manager responsible for overseeing the business and operations of the Fund.

Barry E. Silbert, Chairman of the Board

Barry E. Silbert, 46, is the founder of the Manager and was Chief Executive Officer of the Manager until January 2021. Mr. Silbert is also the founder and Chief Executive Officer of Digital Currency Group, Inc. (“DCG”), a global enterprise that builds, buys, and invests in blockchain companies all over the world. DCG is the parent company of the Manager, CoinDesk and Genesis (the Authorized Participant of the Fund as of June 30, 2022 and the Authorized Participant’s only Liquidity Provider as of the date of this Disclosure Statement), and is the indirect parent company of Grayscale Securities (the only acting Authorized Participant of the Fund as of the date of this Disclosure Statement).

A pioneer in Bitcoin investing, Mr. Silbert began buying Bitcoin in 2012 and quickly established himself as one of the earliest and most active investors in the industry.

Mr. Silbert founded DCG in 2015 and today, DCG sits at the epicenter of the blockchain industry, backing more than 150 companies across 30 countries, including Coinbase, Ripple, and Chainalysis. DCG also invests directly in digital currencies and other digital assets.

Prior to leading DCG, Mr. Silbert was the founder and CEO of SecondMarket, a technology company that was acquired by Nasdaq. Mr. Silbert has received numerous accolades for his leadership including Entrepreneur of the Year by both EY and Crain’s and being selected to Fortune’s “40 under 40” list.

Before becoming an entrepreneur, Mr. Silbert worked as an investment banker. He graduated with honors from the Goizueta Business School of Emory University.

Mark Murphy, Board Member

Mark Murphy, 46, is the Chief Operating Officer of DCG. In that role, he works closely with DCG’s subsidiaries on strategy, execution, marketing, and all management matters. Mr. Murphy leads DCG’s legal, communications, marketing, brand, and public policy efforts, and supports Mr. Silbert on day-to-day management of DCG. He also advises DCG portfolio companies on public relations, brand, and marketing efforts. Prior to serving as COO of DCG, Mr. Murphy served as Head of Public Affairs. Mr. Murphy is also President of the Board of Directors of Blockchain Association, the industry’s leading trade association.

Prior to joining DCG, Mr. Murphy led communications teams at Bloomberg, First Data, and SecondMarket. Mr. Murphy worked as a commercial litigation attorney earlier in his career. He is a graduate of Miami University (B.A.) and St. John’s University School of Law (J.D.).

Michael Sonnenshein, Board Member and Chief Executive Officer

Michael Sonnenshein, 36, is CEO of the Manager, having served as Managing Director of the Manager since 2018. In this role, Mr. Sonnenshein oversees the strategic direction and growth of the business. Mr. Sonnenshein is also responsible for maintaining many of the firm's key relationships with clients, industry stakeholders, and regulators as well as managing the development of the Manager's single-asset and diversified digital currency products. From 2015 to 2017, Mr. Sonnenshein was Director of Sales & Business Development for the Manager and prior to that served as an Account Executive from 2014 to 2015. Prior to joining the Manager, Mr. Sonnenshein was a financial adviser at JP Morgan Securities, covering high net worth individuals and institutions, and an analyst at Barclays Wealth, providing coverage to middle-market hedge funds and institutions. Mr. Sonnenshein earned his Bachelor of Business Administration from the Goizueta Business School at Emory University and his Master of Business Administration from the Leonard N. Stern School of Business at New York University. Mr. Sonnenshein was honored in 2018 as one of Business Insider's Rising Stars of Wall Street and serves as a member of the CME Group Bitcoin Futures Council and NYU Blockchain Association.

Edward McGee, Chief Financial Officer

Edward McGee, 39, is the Chief Financial Officer of the Manager, having served as Vice President, Finance and Controller of the Manager since June 2019. Prior to taking on his role at the Manager, Mr. McGee served as a Vice President, Accounting Policy at Goldman, Sachs & Co. providing coverage to their SEC Financial Reporting team facilitating the preparation and review of their financial statements and provided U.S. GAAP interpretation, application and policy development while servicing their Special Situations Group, Merchant Banking Division and Urban Investments Group from 2014 to 2019. From 2011 to 2014, Mr. McGee was an auditor at Ernst & Young providing assurance services to publicly listed companies. Mr. McGee earned his Bachelor of Science degree in accounting from the John H. Sykes College of Business at the University of Tampa and graduated with honors while earning his Master of Accountancy in Financial Accounting from the Rutgers Business School at the State University of New Jersey. Mr. McGee is a Certified Public Accountant licensed in the state of New York.

Hugh Ross, Chief Operating Officer

Hugh Ross, 55, is the Chief Operating Officer of the Manager since February 2021. Prior to joining the Manager, Mr. Ross served twelve years as Chief Operating Officer of Horizon Kinetics LLC, a New York-based investment manager where he was responsible for the operating infrastructure and various digital asset initiatives. During the ten years immediately preceding his tenure at Horizon Kinetics, Mr. Ross was a Vice President with Goldman Sachs & Co. where he served as Chief Operating Officer of the long-only investment manager research team then-known as Global Manager Strategies ("GMS"), within Goldman Sachs Asset Management ("GSAM"). Mr. Ross also served as a compliance officer for both GSAM and Goldman's Private Wealth Management business. Prior to joining Goldman Sachs, Mr. Ross worked as an in-house counsel for a transfer agent and started his career as a securities industry attorney representing broker-dealers and investment advisers. Mr. Ross is a graduate of the Goizueta Business School at Emory University (B.B.A) and New York Law School (J.D.).

Executive Compensation

The Fund has no employees or directors and is managed by the Manager. None of the officers or members of the Manager receive compensation from the Fund. The Manager's Fee accrues daily at an annual rate of 2.5% of the Fund's Digital Asset Holdings Fee Basis Amount and is payable monthly in arrears. For the period from July 14, 2021 (the commencement of the Fund's operations) to June 30, 2022, the Manager earned \$196,425 from the Fund. As of June 30, 2022, the fair market value of the accrued and unpaid Manager's Fee was \$0. In addition, the Manager may pay Additional Fund Expenses on behalf of the Fund and be reimbursed by the Fund. For the

period from July 14, 2021 (the commencement of the Fund's operations) to June 30, 2022, the Fund incurred no Additional Fund Expenses.

Compensation of Directors

Not applicable.

Business Address

The business address for each of the Manager's officers is c/o Grayscale Investments, LLC, 290 Harbor Drive, 4th Floor, Stamford, CT 06902.

Beneficial Ownership of Officers and Directors

As of the date of the Disclosure Statement, Barry E. Silbert beneficially owned 5,181 Shares, or 2.21% of the Fund's Shares. The ownership of Mark Murphy, Michael Sonnenshein, Edward McGee and Hugh Ross individually represented beneficial ownership of less than 1% of the Fund's Shares.

B. Other Control Persons

The following table sets forth certain information with respect to the beneficial ownership of the Shares for each person that, to the Manager's knowledge based on the records of the Transfer Agent and other ownership information provided to the Manager, beneficially owns a significant portion of the Shares as of the date of this Disclosure Statement:

	Amount of Beneficial Ownership	Percentage of Beneficial Ownership
Digital Currency Group, Inc. ⁽¹⁾	40,184	17.18%
HRTJ Limited ⁽²⁾	37,548	16.05%

- (1) Includes 40,000 Shares held by DCG International Investments Ltd., a wholly owned subsidiary of Digital Currency Group, Inc. and 184 Shares held by Genesis Global Trading, Inc., a wholly owned subsidiary of Digital Currency Group, Inc. The address of the aforementioned is c/o Grayscale Investments, LLC, 290 Harbor Drive, 4th Floor, Stamford, CT 06902. The person controlling Digital Currency Group, Inc. is Barry E. Silbert as founder and CEO and in such capacity has voting and dispositive power over the securities held by such entity. Mr. Silbert's address is c/o Grayscale Investments, LLC, 290 Harbor Drive, 4th Floor, Stamford, CT 06902.
- (2) The address of the aforementioned is c/o HRTJ Limited, 3 World Trade Center, 175 Greenwich St., 76th Floor, New York, NY 10007. The person controlling HRTJ Limited is Jason Carroll as Director. Mr. Carroll's address is c/o HRTJ Limited, 3 World Trade Center, 175 Greenwich St., 76th Floor, New York, NY 10007.

C. Legal/Disciplinary History

None.

D. Disclosure of Family Relationships

None.

E. Disclosure of Related Party Transactions

See "Conflicts of Interest" above.

Item 12. Financial information for the issuer's most recent fiscal period.

The Fund's audited financial statements as of and for the period from July 14, 2021 (the commencement of the Fund's operations) to June 30, 2022 are attached as Exhibit 1 to this Disclosure Statement. The historical results presented herein are not necessarily indicative of financial results to be achieved in future periods. The Fund's audited financial statements attached as exhibits to this Disclosure Statement are incorporated herein by reference and are considered as part of this Disclosure Statement.

Item 13. Similar financial information for such part of the two preceding fiscal years as the issuer or its predecessor has been in existence.

See "Financial information for the issuer's most recent fiscal period" above.

Item 14. The name, address, telephone number, and email address of each of the following outside providers that provide services to the issuer on matters relating to operations, business development and disclosure.

1. U.S. Counsel

Andrew D. Thorpe, Esq.
Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP
One Bush Plaza, Suite 1200
San Francisco, California 94104
Telephone: (415) 801-4852
Email: athorpe@gunder.com

2. Cayman Islands Counsel

Julian Ashworth
Maples and Calder,
PO Box 309, Ugland House
Grand Cayman, KY1-1104, Cayman Islands
Telephone: (345) 814 5413
Email: Julian.Ashworth@maples.com

3. Independent Auditor

Marcum LLP
100 Eagle Rock Ave. Suite 200
East Hanover, NJ 07936
Telephone: (973) 929-3500

4. Any other advisor(s) that assisted, advised, prepared or provided information with respect to this Disclosure Statement - the information shall include the telephone number and email address of each advisor.

Not applicable.

Item 15. Management’s Discussion and Analysis.

The following discussion and analysis of our financial condition and results of operations should be read together with, and is qualified in its entirety by reference to, our audited financial statements and related notes included elsewhere in this Disclosure Statement, which have been prepared in accordance with GAAP. The following discussion may contain forward-looking statements based on current expectations that involve risks and uncertainties. Our actual results could differ materially from those discussed in these forward-looking statements as a result of various factors, including those set forth under “Risk Factors,” “Cautionary Note Regarding Forward-Looking Statements” or in other sections of this Disclosure Statement.

Fund Overview

The Fund’s investment objective is for the value of the Shares (based on Digital Asset Holdings per Share) to reflect the value of the Fund Components as determined by reference to their respective Digital Asset Reference Rates and Fund Weightings, less the Fund’s expenses and other liabilities. The Fund Components consist of the digital assets that make up the DFX as constituted from time to time, subject to the Manager’s discretion to exclude individual digital assets in certain cases. The DFX is designed and managed by the Index Provider. While an investment in the Shares is not a direct investment in the Fund Components, the Shares are designed to provide investors with a cost-effective and convenient way to gain investment exposure to the top DeFi digital assets by market capitalization. A substantial direct investment in Fund Components may require expensive and sometimes complicated arrangements in connection with the acquisition, security and safekeeping of the digital assets and may involve the payment of substantial fees to acquire such the digital assets from third-party facilitators through cash payments of U.S. dollars. Because the value of the Shares is correlated with the value of the Fund Components, it is important to understand the investment attributes of, and the market for, the digital assets.

The activities of the Fund are limited to (i) issuing Baskets in exchange for Fund Components and cash transferred to the Fund as consideration in connection with the creations, (ii) transferring or selling Fund Components and Forked Assets as necessary to cover the Manager’s Fee and/or any Additional Fund Expenses, (iii) transferring Fund Components and cash in exchange for Baskets surrendered for redemption (subject to obtaining regulatory approval from the SEC and approval from the Manager), (iv) causing the Manager to sell Fund Components and Forked Assets on the termination of the Fund, (v) making distributions of Forked Assets or cash from the sale thereof and (vi) engaging in all administrative and security procedures necessary to accomplish such activities in accordance with the provisions of the LLC Agreement, the Custodian Agreement, the Index License Agreement and the Participant Agreements.

In addition, the Fund may engage in any lawful activity necessary or desirable, including in order to facilitate shareholders’ access to Forked Assets or for Staking or lending the Fund Property, provided that such activities do not conflict with the terms of the LLC Agreement. At this time, however, the Fund does not currently engage in, nor does it intend to engage in, any Staking or lending activities related to the Fund Property. In the future, any value created from such activities will be included in the NAV or Digital Asset Holdings Calculation, or will be used to pay the Fund’s expenses.

Forked Assets

The Fund may from time to time hold positions in digital assets as a result of a fork, airdrop or similar event through which the Fund becomes entitled to another digital asset or other property by virtue of its ownership of one or more of the digital assets it then holds (each such new asset, a “Forked Asset”). Pursuant to the terms of the LLC Agreement, the Fund may take any lawful action necessary or desirable in connection with its ownership of Forked Assets. These actions include (i) selling Forked Assets in the Digital Asset Markets and distributing the cash proceeds to shareholders, (ii) distributing Forked Assets in-kind to the shareholders or to an agent acting on behalf of the shareholders for sale by such agent if an in-kind distribution would otherwise be infeasible, (iii) irrevocably abandoning Forked Assets and (iv) holding Forked Assets until the subsequent Rebalancing Period, at which point the Fund may take any of the foregoing actions. The Fund may also use Forked Assets to pay the

Manager's Fee and Additional Fund Expenses, if any, as discussed below under "—Fund Expenses." However, the Fund does not expect to take any Forked Assets it may hold into account for purposes of determining the Fund's Digital Asset Holdings, Digital Asset Holdings per Share, the NAV or the NAV per Share.

Fund Expenses

The Fund's only ordinary recurring expense is expected to be the Manager's Fee. The Manager's Fee will accrue daily in U.S. dollars at an annual rate of 2.5% of the Fund's Digital Asset Holdings Fee Basis Amount as of 4:00 p.m., New York time, and will generally be paid in the tokens of the Fund Components then held by the Fund in proportion to their respective Fund Weightings. For any day that is not a business day or in a Rebalancing Period, the Manager's Fee will accrue in U.S. dollars at a rate of 2.5% of the Digital Asset Holdings Fee Basis Amount of the Fund from the most recent business day, reduced by the accrued and unpaid Manager's Fee for such most recent business day and for each day after such most recent business day and prior to the relevant calculation date. The U.S. dollar amount of the Manager's Fee will be converted into Fund Components on a daily basis by multiplying such U.S. dollar amount by the Weighting for each Fund Component and dividing the resulting product for each Fund Component by the Digital Asset Reference Rate for such Fund Component on such day. We refer to the number of tokens of each Fund Component payable as the Manager's Fee for any day as a "Fund Component Fee Amount." For any day that is not a business day or during a Fund Rebalancing Period for which the Digital Asset Holdings Fee Basis Amount is not calculated, the amount of each Fund Component payable in respect of such day's U.S. dollar accrual of the Manager's Fee will be determined by reference to the Fund Component Fee Amount from the most recent business day. Payments of the Manager's Fee will be made monthly in arrears.

To pay the Manager's Fee, the Manager will instruct the Custodian to (i) withdraw from the relevant Digital Asset Account the number of tokens for each Fund Component then held by the Fund equal to the Fund Component Fee Amount for such Fund Component and (ii) transfer such tokens of all Fund Components to accounts maintained by the Manager at such times as determined by the Manager in its absolute discretion. If the Fund holds any Forked Assets or cash, the Fund may also pay all or a portion of the Manager's Fee in Forked Assets and/or cash in lieu of paying the Manager's Fee in Fund Components, in which case, the Fund Component Fee Amounts in respect of such payment will be correspondingly and proportionally reduced.

After the payment of the Manager's Fee to the Manager, the Manager may elect to convert any digital assets it receives into U.S. dollars. The rate at which the Manager converts such digital assets into U.S. dollars may differ from the rate at which the Manager's Fee was initially determined. The Fund will not be responsible for any fees and expenses incurred by the Manager to convert digital assets received in payment of the Manager's Fee into U.S. dollars. The Manager, from time to time, may temporarily waive all or a portion of the Manager's Fee at its discretion. Presently, the Manager does not intend to waive any of the Manager's Fee.

As partial consideration for its receipt of the Manager's Fee, the Manager shall assume and pay all fees and other expenses incurred by the Fund in the ordinary course of its affairs, excluding taxes but including: (i) the Marketing Fee, (ii) the Administrator Fee, (iii) the Custodian Fee and fees for any other security vendor engaged by the Fund, (iv) the Transfer Agent fee, (v) the fees and expenses related to the listing, quotation or trading of the Shares on any secondary market (including customary legal, marketing and audit fees and expenses) in an amount up to \$600,000 in any given fiscal year, (vi) ordinary course legal fees and expenses, (vii) audit fees, (viii) regulatory fees, including, if applicable, any fees relating to the registration of the Shares under the Securities Act or the Exchange Act and fees relating to registration and any other regulatory requirements in the Cayman Islands, (ix) printing and mailing costs, (x) costs of maintaining the Fund's website and (xi) applicable license fees (the "Manager-paid Expenses").

If Additional Fund Expenses are incurred, the Manager will (i) withdraw Fund Components from the Digital Asset Accounts in proportion to their respective Weightings at such time and in such quantity as may be necessary to permit payment of such Additional Fund Expenses and (ii) may either (x) cause the Fund to convert such Fund Components into U.S. dollars or other fiat currencies at the Actual Exchange Rate or (y) cause the Fund (or its

delegate) to deliver such Fund Components in kind in satisfaction of such Additional Fund Expenses. If the Fund holds cash and/or Forked Assets, the Fund may also pay all or a portion of the Additional Fund Expenses in cash or Forked Assets instead of Fund Components, in which case, the amount of Fund Components that would otherwise have been used to satisfy such Additional Fund Expenses will be correspondingly and proportionally reduced.

The fractional number of Fund Components, or the amount of Forked Assets and/or cash, represented by each Share will decline each time the Fund pays the Manager's Fee or any Additional Fund Expenses by transferring or selling Fund Components, Forked Assets and/or cash.

The Fund may incur certain extraordinary, non-recurring expenses that are not Manager-paid Expenses, including, but not limited to, taxes and governmental charges, expenses and costs of any extraordinary services performed by the Manager (or any other service provider) on behalf of the Fund to protect the Fund or the interests of shareholders (including in connection with any Forked Assets), any indemnification of the Custodian or other agents, service providers or counterparties of the Fund, the fees and expenses related to the listing, quotation or trading of the Shares on any secondary market (including legal, marketing and audit fees and expenses) to the extent exceeding \$600,000 in any given fiscal year and extraordinary legal fees and expenses, including any legal fees and expenses incurred in connection with litigation, regulatory enforcement or investigation matters (collectively, "Additional Fund Expenses").

In such circumstances, the Manager or its delegate (i) will instruct the Custodian to withdraw from the digital asset accounts Fund Components in proportion to their respective Weightings at such time and in such quantity as may be necessary to permit payment of such Additional Fund Expenses and (ii) may either (x) cause the Fund (or its delegate) to convert such Fund Components into U.S. dollars or other fiat currencies at the price per single unit of such asset (determined net of any associated fees) at which the Fund is able to sell such asset or (y) cause the Fund (or its delegate) to deliver such Fund Components, and/or Forked Assets in kind in satisfaction of such Additional Fund Expenses.

Impact of Fund Expenses on the Fund's Digital Asset Holdings

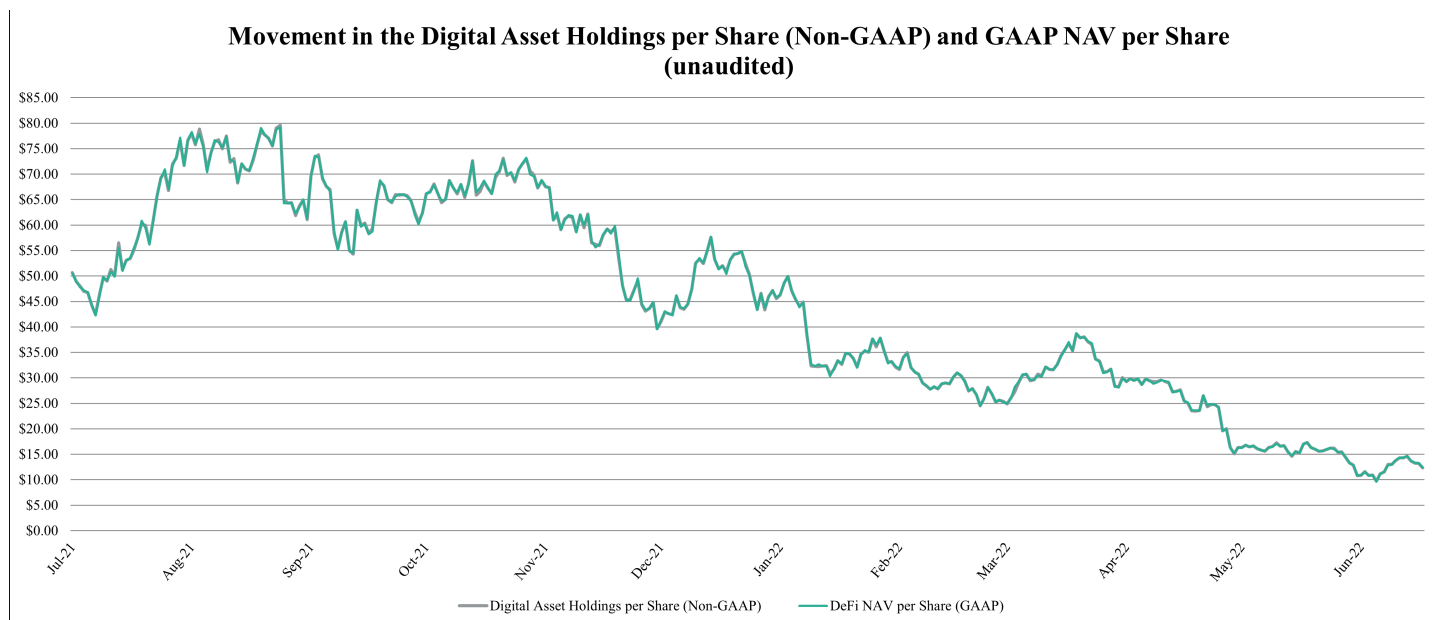
The Fund will pay the Manager's Fee to the Manager in Fund Components held by the Fund, in cash or in Forked Assets. In addition, the Fund will sell Fund Components to raise the funds needed for the payment of any Additional Fund Expenses or will pay Additional Fund Expenses in Fund Components held by the Fund, cash or Forked Assets. Fund Components, as well as the value of any cash or Forked Assets held by the Fund, will be the Fund's sole source of funds to cover the Manager's Fee and any Additional Fund Expenses. The Fund will not engage in any activity designed to derive a profit from changes in the price of Fund Components or any Forked Assets. Because the number of Fund Components, or the amount of Forked Assets and/or cash, held by the Fund will decrease when Fund Components are used to pay the Manager's Fee or any Additional Fund Expenses, it is expected that the fractional number of Fund Components, or the amount of Forked Assets and/or cash, represented by each Share will gradually decrease over the life of the Fund. Accordingly, the shareholders will bear the cost of the Manager's Fee and Additional Fund Expenses. New digital assets that are transferred into the Digital Asset Accounts in exchange for new Baskets issued by the Fund will not reverse this trend.

Discretion of the Manager, Index Provider and Reference Rate Provider

The Manager has sole discretion to replace the DFX with a different DeFi index and sole discretion to replace the Index Provider with a different DeFi index provider, and may replace either the DFX or the Index Provider from time to time. The Index Provider has sole discretion over the DFX Methodology and may change it from time to time. The current DFX Methodology and current Index Components are available at the Index Provider's public website, at <https://tradeblock.com/markets/dfx/>. The Reference Rate Provider has sole discretion over the determination of Digital Asset Reference Rates and may change the methodologies for determining the Digital Asset Reference Rates from time to time.

Fund Components

Investing in the Shares does not insulate the investor from certain risks, including price volatility. The following chart illustrates the movement in the Digital Asset Holdings per Share (non-GAAP) (as adjusted for the Reverse Share Split effective June 23, 2022) versus the Fund's GAAP NAV per Share (as adjusted for the Reverse Share Split effective June 23, 2022) from July 14, 2021 (the commencement of the Fund's operations) to June 30, 2022:



For more information about how we determine the Digital Asset Holdings per Share, see “Grayscale Decentralized Finance (DeFi) Fund—Valuation of Digital Assets and Determination of the Fund’s Digital Asset Holdings.”

Critical Accounting Policies

Investment Transactions and Revenue Recognition

The Fund considers investment transactions to be the receipt of Fund Components for Share creations and the delivery of Fund Components for Share redemptions or for payment of expenses in Fund Components. At this time, the Fund is not accepting redemption requests from shareholders. The Fund records its investment transactions on a trade date basis and changes in fair value are reflected as net change in unrealized appreciation or depreciation on investments. Realized gains and losses are calculated using the specific identification method. Realized gains and losses are recognized in connection with transactions including settling obligations for the Manager’s Fee in the Fund Components.

Principal Market and Fair Value Determination

To determine which market is the Fund’s principal market (or in the absence of a principal market, the most advantageous market) for purposes of calculating the Fund’s NAV, the Fund follows ASC 820-10, which outlines the application of fair value accounting. ASC 820-10 determines fair value to be the price that would be received for each Fund Component in a current sale, which assumes an orderly transaction between market participants on the measurement date. ASC 820-10 requires the Fund to assume that each Fund Component is sold in its principal market to market participants or, in the absence of a principal market, the most advantageous market. Market participants are defined as buyers and sellers in the principal or most advantageous market that are independent, knowledgeable, and willing and able to transact.

Effective October 3, 2022, the Manager entered into a Participant Agreement with Grayscale Securities, a wholly owned subsidiary of the Manager and an affiliate and related party of the Fund, pursuant to which Grayscale Securities has agreed to act as an Authorized Participant of the Fund. The Participant Agreement provides the procedures for the creation of Shares of the Fund through the Authorized Participant, which are substantially similar to the procedures for the creation of Shares set forth in the Fund's existing participant agreement with Genesis, except that the Authorized Participant may engage a Liquidity Provider to source Fund Components on behalf of the Authorized Participant in connection with the creation of Shares. Effective October 3, 2022, Grayscale Securities is the only acting Authorized Participant of the Fund. Grayscale Securities has engaged Genesis as a Liquidity Provider.

The Fund only receives Fund Components from an Authorized Participant and does not itself transact on any Digital Asset Markets. Therefore, the Fund looks to market-based volume and level of activity for Digital Asset Markets and may look to an Authorized Participant, or an Authorized Participant's Liquidity Provider(s), when assessing entity-specific volume and level of activity for Digital Asset Markets. The Authorized Participant(s), or a Liquidity Provider on behalf of the Authorized Participant(s), may transact in a Brokered Market, a Dealer Market, Principal-to-Principal Markets and Exchange Markets, each as defined in the FASB ASC Master Glossary. In determining which of the eligible Digital Asset Markets is the Fund's principal market, the Fund reviews these criteria in the following order:

- First, the Fund reviews a list of Digital Asset Markets and excludes any Digital Asset Markets that are non-accessible to the Fund and the Authorized Participant(s). As of June 30, 2022, neither the Fund nor the Authorized Participant(s) has access to Digital Asset Exchanges that do not have a BitLicense, which would require a Digital Asset Exchange to follow anti-money laundering ("AML") and know-your-customer ("KYC") procedures and have access only to non-Digital Asset Exchange Markets that the Authorized Participant reasonably believes are operating in compliance with applicable law, including federal and state licensing requirements, based upon information and assurances provided to it by each market.
- Second, the Fund sorts the remaining Digital Asset Markets from high to low by entity-specific and market-based volume and level of activity of each Fund Component traded on each Digital Asset Market in the trailing twelve months.
- Third, the Fund then reviews intra-day pricing fluctuations and the degree of variances in price on Digital Asset Markets to identify any material notable variances that may impact the volume or price information of a particular Digital Asset Market.
- Fourth, the Fund then selects a Digital Asset Market as its principal market based on the highest market-based volume, level of activity and price stability in comparison to the other Digital Asset Markets on the list. Based on information reasonably available to the Fund, Exchange Markets have the greatest volume and level of activity for the Fund Components. The Fund therefore looks to accessible Exchange Markets as opposed to the Brokered Market, Dealer Market and Principal-to-Principal Markets to determine its principal market for each Fund Component. As a result of the aforementioned analysis, an Exchange Market has been selected as the Fund's principal market for each Fund Component.

The Fund determines its principal market (or in the absence of a principal market the most advantageous market) annually and conducts a quarterly analysis to determine (i) if there have been recent changes to each Digital Asset Market's trading volume and level of activity in the trailing twelve months, (ii) if any Digital Asset Markets have developed that the Fund has access to, or (iii) if recent changes to each Digital Asset Market's price stability have occurred that would materially impact the selection of the principal market and necessitate a change in the Fund's determination of its principal market.

The cost basis of the investment in each Fund Component recorded by the Fund for financial reporting purposes is the fair value of the Fund Component at the time of transfer. The cost basis recorded by the Fund may differ from proceeds collected by an Authorized Participant from the sale of the corresponding Shares to investors.

Investment Company Considerations and Significant Estimates

The Fund is an investment company for GAAP purposes and follows accounting and reporting guidance in accordance with the FASB ASC Topic 946, *Financial Services – Investment Companies*. The Fund uses fair value as its method of accounting for digital assets in accordance with its classification as an investment company for accounting purposes. The Fund is not a registered investment company under the Investment Company Act. GAAP requires management to make estimates and assumptions that affect the reported amounts in the financial statements and accompanying notes. Actual results could differ from those estimates and these differences could be material.

Review of Financial Results

Financial Highlights for the Period from July 14, 2021 (the commencement of the Fund's operations) to June 30, 2022

(All amounts in the following table and the subsequent paragraphs, except Share, per Share, each Fund Component and price of each Fund Component amounts, are in thousands)

	July 14, 2021 (the commencement of the Fund's operations) to June 30, 2022
Net realized and unrealized loss on investments in digital assets	\$ (9,268)
Net decrease in net assets resulting from operations	\$ (9,465)
Net assets	\$ 2,905

Net realized and unrealized loss on investment in digital assets for the period from July 14, 2021 (the commencement of the Fund's operations) to June 30, 2022 was (\$9,268), which includes a realized loss of (\$60) on the transfer of digital assets to pay the Manager's Fee, a realized loss of (\$241) as a result of the quarterly rebalance of digital assets and net change in unrealized depreciation on investment in digital assets of (\$8,967). Net decrease in net assets resulting from operations was (\$9,465) for the period from July 14, 2021 (the commencement of the Fund's operations) to June 30, 2022, which consisted of the net realized and unrealized loss on investment in digital assets, plus the Manager's Fee of \$197. Net assets increased to \$2,905 at June 30, 2022. The increase in net assets was due to the contribution of approximately 317,283 UNI, 478,555 CRV, 2,729,685 AMP, 5,036 AAVE, 343 MKR, 2,677 COMP, 14 YFI, 54,251 SNX, 35,163 UMA, 77,313 SUSHI and 78,218 BNT with a total value of \$12,370 to the Fund in connection with Share creations, partially offset by the withdrawal of 6,013 UNI, 7,212 CRV, 282,218 AMP, 116 AAVE, 8 MKR, 60 COMP, 1 YFI, 1,003 SNX, 306 UMA, 1,038 SUSHI and 903 BNT to pay the foregoing Manager's Fee.

Cash Resources and Liquidity

The Fund has not had a cash balance at any time since inception. When selling Fund Components and/or Forked Assets to pay Additional Fund Expenses, the Manager endeavors to sell the exact number of Fund Components and/or Forked Assets needed to pay expenses in order to minimize the Fund's holdings of assets other than the Fund Components. As a consequence, the Manager expects that the Fund will not record any cash flow from its

operations and that its cash balance will be zero at the end of each reporting period. Furthermore, the Fund is not a party to any off-balance sheet arrangements.

In exchange for the Manager's Fee, the Manager has agreed to assume most of the expenses incurred by the Fund. As a result, the only ordinary expense of the Fund during the periods covered by this Disclosure Statement was the Manager's Fee. The Fund is not aware of any trends, demands, conditions or events that are reasonably likely to result in material changes to its liquidity needs.

Quantitative and Qualitative Disclosures about Market Risk

The LLC Agreement does not authorize the Fund to borrow for payment of the Fund's ordinary expenses. The Fund does not engage in transactions in foreign currencies which could expose the Fund or holders of Shares to any foreign currency related market risk. The Fund does not invest in any derivative financial instruments and has no foreign operations or long-term debt instruments.

Selected Operating Data

(All Fund Component balances are rounded to the nearest whole number)

	July 14, 2021 (the commencement of the Fund's operations) to June 30, 2022
UNI:	
Opening balance	-
Creations	317,283
Portfolio rebalancing	5,589
Manager's Fee, related party	(6,013)
Closing balance	316,859
Accrued but unpaid Manager's Fee, related party	-
Net closing balance	316,859
CRV:	
Opening balance	-
Creations	478,555
Portfolio rebalancing	55,522
Manager's Fee, related party	(7,212)
Closing balance	526,865
Accrued but unpaid Manager's Fee, related party	-
Net closing balance	526,865
AMP:	
Opening balance	-
Creations	2,729,685
Portfolio rebalancing	27,136,711
Manager's Fee, related party	(282,218)
Closing balance	29,584,178
Accrued but unpaid Manager's Fee, related party	-
Net closing balance	29,584,178

AAVE:

Opening balance	-
Creations	5,036
Portfolio rebalancing	28
Manager's Fee, related party	(116)
Closing balance	4,948
Accrued but unpaid Manager's Fee, related party	-
Net closing balance	4,948

MKR:

Opening balance	-
Creations	343
Portfolio rebalancing	(35)
Manager's Fee, related party	(8)
Closing balance	300
Accrued but unpaid Manager's Fee, related party	-
Net closing balance	300

COMP:

Opening balance	-
Creations	2,677
Portfolio rebalancing	569
Manager's Fee, related party	(60)
Closing balance	3,186
Accrued but unpaid Manager's Fee, related party	-
Net closing balance	3,186

YFI:

Opening balance	-
Creations	14
Portfolio rebalancing	(2)
Manager's Fee, related party	(1)
Closing balance	11
Accrued but unpaid Manager's Fee, related party	-
Net closing balance	11

SNX:

Opening balance	-
Creations	54,251
Portfolio rebalancing	(53,248)
Manager's Fee, related party	(1,003)
Closing balance	-
Accrued but unpaid Manager's Fee, related party	-
Net closing balance	-

UMA:

Opening balance	-
Creations	35,163
Portfolio rebalancing	(34,857)
Manager's Fee, related party	(306)
Closing balance	-
Accrued but unpaid Manager's Fee, related party	-
Net closing balance	-

SUSHI:

Opening balance	-
Creations	77,313
Portfolio rebalancing	(76,275)
Manager's Fee, related party	(1,038)
Closing balance	-
Accrued but unpaid Manager's Fee, related party	-
Net closing balance	-

BNT:

Opening balance	-
Creations	78,218
Portfolio rebalancing	(77,315)
Manager's Fee, related party	(903)
Closing balance	-
Accrued but unpaid Manager's Fee, related party	-
Net closing balance	-

Number of Shares⁽¹⁾:

Opening balance	-
Creations	233,960
Closing balance	233,960

	As of June 30, 2022
Prices of digital assets on principal market:	
UNI	\$ 4.82
CRV	\$ 0.66
AMP	\$ 0.01
AAVE	\$ 54.86
MKR	\$ 869.39
COMP	\$ 44.95
YFI	\$ 5,218.00
SNX	N/A
UMA	N/A
SUSHI	N/A
BNT	N/A
NAV per Share	\$ 12.42
Digital Asset Reference Rates ⁽²⁾ :	
UNI	\$ 4.78
CRV	\$ 0.65
AMP	\$ 0.01
AAVE	\$ 54.44
MKR	\$ 861.64
COMP	\$ 44.59
YFI	\$ 5,183.59
SNX	N/A
UMA	N/A
SUSHI	N/A
BNT	N/A
Digital Asset Holdings per Share	\$ 12.32

- (1) Share and per Share amounts for periods presented prior to the Reverse Share Split have been retroactively adjusted for the 1-for-10 Reverse Share Split of the Fund's issued and outstanding Shares completed on June 23, 2022.
- (2) Each Indicative Price was calculated using non-GAAP methodology and was not used in the Fund's financial statements. The Digital Asset Reference Rate for each Fund Component is an Indicative Price. See "—Historical Fund Component Prices" for further information on the Fund's Digital Asset Holdings and Digital Asset Holdings per Share calculated using the Indicative Price.

For accounting purposes, the Fund reflects creations and the Fund Components receivable with respect to such creations on the date of receipt of a notification of a creation but does not issue Shares until the requisite number of Fund Components is received. At this time, the Fund is not accepting redemption requests from shareholders. Subject to receipt of regulatory approval from the SEC and approval by the Manager in its sole discretion, the Fund may in the future operate a redemption program. The Fund currently has no intention of seeking regulatory approval to operate an ongoing redemption program.

As of June 30, 2022, the Fund had a net closing balance with a value of \$2,881,326, based on the Digital Asset Reference Rates (non-GAAP methodology). As of June 30, 2022, the Fund had a total market value of \$2,905,205, based on the principal market prices.

Historical Fund Component Prices

As movements in the price of each Fund Component will directly affect the price of the Shares, investors should understand recent movements in the price of each Fund Component. Investors, however, should also be aware that past movements in each of the Fund Components prices are not indicators of future movements. Movements may be influenced by various factors, including, but not limited to, government regulation, security breaches experienced by service providers, as well as political and economic uncertainties around the world.

Uniswap

During the period from July 14, 2021 (the first Creation Basket of the Fund) to June 30, 2022, the Digital Asset Market price of UNI, based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, traded between \$3.44 (June 18, 2022) and \$30.63 (September 1, 2021), the straight average was \$15.80, and the median was \$15.71. The annual average, high, low and end-of-period UNI prices for the period from the first Creation Basket of the Fund until June 30, 2022 based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, on the applicable dates were:

Period	Average	High		Low		End of period	Last business day
		Digital Asset Market Price	Date	Digital Asset Market Price	Date		
July 14, 2021 (date of the first Creation Basket of the Fund) to June 30, 2022	\$ 15.80	\$ 30.63	9/1/2021	\$ 3.44	6/18/2022	\$ 4.82	\$ 4.82

Curve Token

During the period from July 14, 2021 (the first Creation Basket of the Fund) to June 30, 2022, the Digital Asset Market price of CRV, based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, traded between \$0.55 (June 18, 2022) and \$6.24 (January 3, 2022), the straight average was \$2.76, and the median was \$2.45. The annual average, high, low and end-of-period CRV prices for the period from the first Creation Basket of the Fund until June 30, 2022 based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, on the applicable dates were:

Period	Average	High		Low		End of period	Last business day
		Digital Asset Market Price	Date	Digital Asset Market Price	Date		
July 14, 2021 (date of the first Creation Basket of the Fund) to June 30, 2022	\$ 2.76	\$ 6.24	1/3/2022	\$ 0.55	6/18/2022	\$ 0.66	\$ 0.66

Amp

During the period from January 3, 2022 to June 30, 2022, the Digital Asset Market price of AMP, based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, traded between \$0.01 (May 9, 2022) and \$0.05 (January 3, 2022), the straight average was \$0.02, and the median was \$0.02. The annual average, high, low and end-of-period AMP prices for the period from the first Creation Basket of the Fund until June 30, 2022 based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, on the applicable dates were:

<u>Period</u>	<u>Average</u>	<u>High</u>		<u>Low</u>		<u>End of period</u>	<u>Last business day</u>
		<u>Digital Asset Market Price</u>	<u>Date</u>	<u>Digital Asset Market Price</u>	<u>Date</u>		
January 3, 2022 to June 30, 2022	\$ 0.02	\$ 0.05	1/3/2022	\$ 0.01	5/9/2022	\$ 0.01	\$ 0.01

Aave

During the period from July 14, 2021 (the first Creation Basket of the Fund) to June 30, 2022, the Digital Asset Market price of AAVE, based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, traded between \$47.34 (June 18, 2022) and \$424.21 (August 16, 2021), the straight average was \$221.57, and the median was \$212.01. The annual average, high, low and end-of-period AAVE prices for the period from the first Creation Basket of the Fund until June 30, 2022 based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, on the applicable dates were:

<u>Period</u>	<u>Average</u>	<u>High</u>		<u>Low</u>		<u>End of period</u>	<u>Last business day</u>
		<u>Digital Asset Market Price</u>	<u>Date</u>	<u>Digital Asset Market Price</u>	<u>Date</u>		
July 14, 2021 (date of the first Creation Basket of the Fund) to June 30, 2022	\$ 221.57	\$ 424.21	8/16/2021	\$ 47.34	6/18/2022	\$ 54.86	\$ 54.86

Maker

During the period from July 14, 2021 (the first Creation Basket of the Fund) to June 30, 2022, the Digital Asset Market price of MKR, based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, traded between \$673.96 (June 18, 2022) and \$3,891.49 (August 21, 2021), the straight average was \$2,256.67, and the median was \$2,265.25. The annual average, high, low and end-of-period MKR prices for the period from the first Creation Basket of the Fund until June 30, 2022 based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, on the applicable dates were:

<u>Period</u>	<u>Average</u>	<u>High</u>		<u>Low</u>		<u>End of period</u>	<u>Last business day</u>
		<u>Digital Asset Market Price</u>	<u>Date</u>	<u>Digital Asset Market Price</u>	<u>Date</u>		
July 14, 2021 (date of the first Creation Basket of the Fund) to June 30, 2022	\$ 2,256.67	\$ 3,891.49	8/21/2021	\$ 673.96	6/18/2022	\$ 869.39	\$ 869.39

Compound

During the period from July 14, 2021 (the first Creation Basket of the Fund) to June 30, 2022, the Digital Asset Market price of COMP, based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, traded between \$27.42 (June 18, 2022) and \$511.36 (September 6, 2021), the straight average was \$225.17, and the median was \$191.17. The annual average, high, low and end-of-period COMP prices for the period from the first Creation Basket of the Fund until June 30, 2022 based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, on the applicable dates were:

<u>Period</u>	<u>Average</u>	<u>High</u>		<u>Low</u>		<u>End of period</u>	<u>Last business day</u>
		<u>Digital Asset Market Price</u>	<u>Date</u>	<u>Digital Asset Market Price</u>	<u>Date</u>		
July 14, 2021 (date of the first Creation Basket of the Fund) to June 30, 2022	\$ 225.17	\$ 511.36	9/6/2021	\$ 27.42	6/18/2022	\$ 44.95	\$ 44.95

Yearn.finance

During the period from July 14, 2021 (the first Creation Basket of the Fund) to June 30, 2022, the Digital Asset Market price of YFI, based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, traded between \$4,098.12 (June 18, 2022) and \$43,229.70 (September 5, 2021), the straight average was \$25,314.91, and the median was \$27,691.91. The annual average, high, low and end-of-period YFI prices for the period from the first Creation Basket of the Fund until June 30, 2022 based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, on the applicable dates were:

<u>Period</u>	<u>Average</u>	<u>High</u>		<u>Low</u>		<u>End of period</u>	<u>Last business day</u>
		<u>Digital Asset Market Price</u>	<u>Date</u>	<u>Digital Asset Market Price</u>	<u>Date</u>		
July 14, 2021 (date of the first Creation Basket of the Fund) to June 30, 2022	\$25,314.91	\$43,229.70	9/5/2021	\$ 4,098.12	6/18/2022	\$ 5,218.00	\$ 5,218.00

Synthetic

During the period from July 14, 2021 (the first Creation Basket of the Fund) to April 4, 2022, the Digital Asset Market price of SNX, based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, traded between \$3.48 (March 7, 2022) and \$15.00 (September 15, 2021), the straight average was \$7.91, and the median was \$7.93. The annual average, high, low and end-of-period SNX prices for the period from the first Creation Basket of the Fund until June 30, 2022 based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, on the applicable dates were:

<u>Period</u>	<u>Average</u>	<u>High</u>		<u>Low</u>		<u>End of period</u>	<u>Last business day</u>
		<u>Digital Asset Market Price</u>	<u>Date</u>	<u>Digital Asset Market Price</u>	<u>Date</u>		
July 14, 2021 (date of the first Creation Basket of the Fund) to April 4, 2022	\$ 7.91	\$ 15.00	9/15/2021	\$ 3.48	3/7/2022	\$ 6.97	\$ 6.97

Universal Market Access

During the period from July 14, 2021 (the first Creation Basket of the Fund) to January 2, 2022, the Digital Asset Market price of UMA, based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, traded between \$7.49 (July 20, 2021) and \$20.15 (November 15, 2021), the straight average was \$11.32, and the median was \$10.84. The annual average, high, low and end-of-period UMA prices for the period from the first Creation Basket of the Fund until June 30, 2022 based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, on the applicable dates were:

Period	Average	High		Low		End of period	Last business day
		Digital Asset Market Price	Date	Digital Asset Market Price	Date		
July 14, 2021 (date of the first Creation Basket of the Fund) to January 2, 2022	\$ 11.32	\$ 20.15	11/15/2021	\$ 7.49	7/20/2021	\$ 9.46	\$ 9.07

SushiSwap

During the period from July 14, 2021 (the first Creation Basket of the Fund) to April 4, 2022, the Digital Asset Market price of SUSHI, based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, traded between \$2.82 (March 7, 2022) and \$15.17 (September 16, 2021), the straight average was \$7.97, and the median was \$8.03. The annual average, high, low and end-of-period SUSHI prices for the period from the first Creation Basket of the Fund until June 30, 2022 based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, on the applicable dates were:

Period	Average	High		Low		End of period	Last business day
		Digital Asset Market Price	Date	Digital Asset Market Price	Date		
July 14, 2021 (date of the first Creation Basket of the Fund) to April 4, 2022	\$ 7.97	\$ 15.17	9/16/2021	\$ 2.82	3/7/2022	\$ 4.23	\$ 4.23

Bancor

During the period from July 14, 2021 (the first Creation Basket of the Fund) to January 2, 2022, the Digital Asset Market price of BNT, based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, traded between \$2.60 (July 20, 2021) and \$4.79 (September 6, 2021), the straight average was \$3.85, and the median was \$3.97. The annual average, high, low and end-of-period BNT prices for the period from the first Creation Basket of the Fund until June 30, 2022 based on the price reported by the Fund's principal market as of 4:00 p.m., New York time, on the applicable dates were:

Period	Average	High		Low		End of period	Last business day
		Digital Asset Market Price	Date	Digital Asset Market Price	Date		
July 14, 2021 (date of the first Creation Basket of the Fund) to January 2, 2022	\$ 3.85	\$ 4.79	9/6/2021	\$ 2.60	7/20/2021	\$ 3.40	\$ 3.21

PART E. ISSUANCE HISTORY

Item 16. List of securities offerings and shares issued for services in the past two years.

From July 14, 2021 (the first Creation Basket of the Fund) to June 30, 2022, the Fund has offered the Shares pursuant to Rule 506 of Regulation D under the Securities Act. The Shares offered by the Fund have not been registered under the Securities Act, or any state or other securities laws, and were offered and sold only to “accredited investors” within the meaning of Rule 501(a) of Regulation D under the Securities Act, and in compliance with any applicable state or other securities laws.

The table below describes the Shares offered, the Shares sold and the average and range of prices at which the Shares were offered and sold by the issuer. All Shares initially offered and sold by the Fund are restricted securities pursuant to Rule 144 under the Securities Act. Until the Shares sold by the Fund become unrestricted in accordance with Rule 144, the certificates or other documents evidencing the Shares will contain legends stating that the Shares have not been registered under the Securities Act and referring to the restrictions on transferability and sale of the Shares under the Securities Act. Such legends are removed upon Shares becoming unrestricted in accordance with Rule 144. From the first Creation Basket of the Fund to June 30, 2022, no Shares, other securities of the Fund, or options to acquire such other securities were issued in exchange for services provided by any person or entity.

Period	Shares Offered	Shares Sold	No. of Purchasers	Avg.⁽¹⁾	High⁽¹⁾	Date	Low⁽¹⁾	Date
July 14, 2021 (the first Creation Basket of the Fund) to June 30, 2022	Unlimited	233,960	65	\$ 44.40	\$ 79.55	9/6/21	\$ 9.76	6/18/22

(1) The prices reflected represent the Digital Asset Reference Rate (non-GAAP methodology)

PART F. EXHIBITS

Item 17. Material Contracts.

Description of the LLC Agreement

The following is a description of the material terms of the LLC Agreement. The LLC Agreement establishes the roles, rights and duties of the Manager and the Fund.

The Manager

Liability of the Manager and Indemnification

Neither the Manager nor the Fund insures the Fund's digital assets. The Manager and its affiliates (each a "Covered Person") will not be liable to the Fund or any shareholder for any loss suffered by the Fund which arises out of any action or inaction of such Covered Person if such Covered Person determined in good faith that such course of conduct was in the best interests of the Fund. However, the preceding liability exclusion will not protect any Covered Person against any liability resulting from its own actual fraud, willful misconduct, bad faith or gross negligence in the performance of its duties.

Each Covered Person will be indemnified by the Fund against any loss, judgment, liability, expense incurred or amount paid in settlement of any claim sustained by it in connection with the Covered Person's activities for the Fund, provided that (i) such Covered Person was acting on behalf of, or performing services for, the Fund and had determined, in good faith, that such course of conduct was in the best interests of the Fund and such liability or loss was not the result of actual fraud, gross negligence, bad faith, willful misconduct or a material breach of the LLC Agreement on the part of such Covered Person and (ii) any such indemnification will be recoverable only from the property of the Fund. Any amounts payable to an indemnified party will be payable in advance under certain circumstances.

Fiduciary and Regulatory Duties of the Manager

The Manager has duties (including fiduciary duties) and liabilities relating thereto to the Fund. In fulfilling their duties, the Manager may take into account such factors as the Manager deems appropriate or necessary. The general fiduciary duties that apply to the Manager are defined and limited in scope by the LLC Agreement.

The LLC Agreement provides that in addition to any other requirements of applicable law, no shareholder will have the right, power or authority to bring or maintain a derivative action, suit or other proceeding on behalf of the Fund unless two or more shareholders who (i) are not affiliates of one another and (ii) collectively hold at least 10% of the outstanding Shares join in the bringing or maintaining of such action, suit or other proceeding.

The Fund selected the 10.0% ownership threshold because the Fund believed that this was a threshold that investors would be comfortable with based on market precedent.

This provision applies to any derivative action brought in the name of the Fund other than claims brought under the federal securities laws or the rules and regulations thereunder, to which Section 7.4 does not apply. Due to this additional requirement, a shareholder attempting to bring a derivative action in the name of the Fund will be required to locate other shareholders with which it is not affiliated and that have sufficient Shares to meet the 10.0% threshold based on the number of Shares outstanding on the date the claim is brought and thereafter throughout the duration of the action, suit or proceeding.

“Affiliate” is defined in the LLC Agreement to mean any natural person, partnership, limited liability company, statutory trust, corporation, association or other legal entity (each, a “Person”) directly or indirectly owning, controlling or holding with power to vote 10% or more of the outstanding voting securities of such Person, (ii) any Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such Person, (iii) any Person, directly or indirectly, controlling, controlled by or under common control of such Person, (iv) any employee, officer, director, member, manager or partner of such Person, or (v) if such Person is an employee, officer, director, member, manager or partner, any Person for which such Person acts in any such capacity.

Any shareholders seeking to bring a derivative action may determine whether the 10.0% ownership threshold required to bring a derivative action has been met by dividing the number Shares owned by such shareholders by the total number of Shares outstanding. Shareholders may determine the total number of Shares outstanding by reviewing the Fund’s Annual Reports and quarterly filings with the OTCQB U.S. marketplace, or by requesting the number of Shares outstanding at any time from the Manager pursuant to Sections 7.2 and 8.1 of the LLC Agreement.

The Fund offers Shares on a periodic basis at such times and for such periods as the Manager determines in its sole discretion. As a result, in order to maintain the 10.0% ownership threshold required to maintain a derivative action, shareholders may need to increase their holdings or locate additional shareholders during the pendency of a claim. The Fund posts the number of Shares outstanding as of the end of each month on its website and as of the end of each quarter in its annual and quarterly filings with the OTCQB U.S. marketplace. Shareholders may monitor the number of Shares outstanding at any time for purposes of calculating their ownership threshold by reviewing the Fund’s website and OTCQB filings and by requesting the number of Shares outstanding on any date from the Manager at any time pursuant to Sections 7.2 and 8.1 of the LLC Agreement. Shareholders have the opportunity at any time to increase their holdings or locate other shareholders to maintain the 10.0% threshold throughout the duration of a derivative claim. Shareholders may do so by requesting from the Manager the list of the names and last known address of all shareholders pursuant to Sections 7.2 and 8.1 of the LLC Agreement. The Manager is not aware of any reason to believe that Section 7.4 of the LLC Agreement is not enforceable under state or federal law.

Beneficial owners may have the right, subject to certain legal requirements, to bring class actions in federal court to enforce their rights under the U.S. federal securities laws and the rules and regulations promulgated thereunder by the SEC. Beneficial owners who have suffered losses in connection with the purchase or sale of their beneficial interests may be able to recover such losses from the Manager where the losses result from a violation by the Manager of the anti-fraud provisions of the federal securities laws.

Actions Taken to Protect the Fund

The Manager may prosecute, defend, settle or compromise actions or claims at law or in equity that it considers necessary or proper to protect the Fund or the interests of the shareholders. The expenses incurred by the Manager in connection therewith (including the fees and disbursements of legal counsel) will be expenses of the Fund and are deemed to be Additional Fund Expenses. The Manager will be entitled to be reimbursed for the Additional Fund Expenses it pays on behalf of the Fund.

Successor Managers

In the event that the filing of a certificate of dissolution or revocation of the Manager’s charter (and the expiration of 90 days after the date of notice to the Manager of revocation without a reinstatement of its charter) or the withdrawal, removal, adjudication or admission of bankruptcy or insolvency of the Manager has occurred, shareholders holding Shares representing at least a majority (over 50%) of the Shares may vote to appoint one or more successor Managers. If the Manager withdraws and a successor Manager is named, the withdrawing

Manager shall pay all expenses as a result of its withdrawal and make such filings with the Registrar as are necessary to appoint the successor Manager.

Possible Repayment of Distributions Received by Shareholders; Indemnification by Shareholders

The Shares are limited liability investments. Investors may not lose more than the amount that they invest plus any profits recognized on their investment. Although it is unlikely, the Manager may, from time to time, make distributions to the shareholders. However, shareholders could be required, as a matter of bankruptcy law, to return to the estate of the Fund any distribution they received at a time when the Fund was in fact insolvent or in violation of its LLC Agreement. In addition, the LLC Agreement provides that shareholders will indemnify the Fund for any harm suffered by it as a result of shareholders' actions unrelated to the activities of the Fund.

Holding of Fund Property

The Fund will hold and record the ownership of the Fund's assets in a manner such that it will be owned for the benefit of the shareholders for the purposes of, and subject to and limited by the terms and conditions set forth in, the LLC Agreement. The Fund will not create, incur or assume any indebtedness or borrow money from or loan money to any person. The Manager may not commingle its assets with those of any other person, provided that any delay between the sale of assets to a third party and transfer of such assets from the Fund Accounts to such third party in settlement of such sale will not be deemed to be a contravention of this prohibition.

The Manager may appoint any person, firm or corporation to act as an authorized person or service provider, including investment managers, investment advisers, administrators, registrars, transfer agents, custodians and prime brokers, to the Fund and will not be answerable for the conduct or misconduct of any delegatee if such delegatees have been selected with reasonable care.

Amendments to the LLC Agreement

In general, the Manager may amend the LLC Agreement without the consent of any shareholder. However, no amendments to the LLC Agreement that materially adversely affect the interests of shareholders may be made without the vote of at least a majority (over 50%) of the Shares (not including any Shares held by the Manager or its affiliates). A shareholder will be deemed to have consented to a modification or amendment of the LLC Agreement if the Manager has notified the shareholders in writing of the proposed modification or amendment and the shareholder has not, within 20 calendar days of such notice, notified the Manager in writing the shareholder objects to such modification or amendment.

Termination of the Fund

The Fund will dissolve if any of the following events occur:

- a Cayman Islands or U.S. federal or state regulator requires the Fund to shut down or forces the Fund to liquidate its digital assets or seizes, impounds or otherwise restricts access to Fund assets;
- the filing of a certificate of dissolution or revocation of the Manager's charter (and the expiration of 90 days after the date of notice to the Manager of revocation without a reinstatement of its charter) or the withdrawal, removal, adjudication or admission of bankruptcy or insolvency of the Manager has occurred unless (i) at the time there is at least one remaining Manager and that remaining Manager carries on the Fund or (ii) within 90 days of notice of any such event shareholders holding at least a majority (over 50%) of Shares agree in writing to resume and continue the activities of the Fund and to select, effective immediately, one or more successor Managers.

The Manager may, in its sole discretion, wind up, liquidate and dissolve the Fund if any of the following events occur:

- the SEC determines that the Fund is an investment company required to be registered under the Investment Company Act;
- the CFTC determines that the Fund is a commodity pool under the CEA;
- the Fund is determined to be a “money service business” under the regulations promulgated by FinCEN under the authority of the U.S. Bank Secrecy Act and is required to comply with certain FinCEN regulations thereunder;
- the Fund is required to obtain a license or make a registration under any U.S. state law regulating money transmitters, money services business, providers of prepaid or stored value, digital currency business or similar entities;
- the Fund becomes insolvent or bankrupt;
- a security vendor to the Fund, such as the Custodian, resigns or is removed without replacement; or
- all of the Fund’s digital assets are sold;
- the Manager determines that the aggregate net assets of the Fund in relation to the expenses of the Fund make it unreasonable or imprudent to continue the Fund;
- the Manager determines, in its sole discretion, that it is desirable or advisable for any reason to discontinue the affairs of the Fund.

The Manager may determine that it is desirable or advisable to discontinue the affairs of the Fund for a variety of reasons. For example, the Manager may terminate the Fund if some or all of the digital assets held by such Fund were asserted, or ultimately determined, to be securities under the federal securities laws by the SEC or a federal court.

No shareholder may present a winding up petition in respect of the Fund. Additionally, the death, legal disability, bankruptcy, insolvency, dissolution, or withdrawal of any shareholder (as long as such shareholder is not the sole shareholder of the Fund) will not result in the termination of the Fund, and such shareholder, his or her estate, custodian or personal representative will have no right to a redemption of such shareholder’s Shares. Each shareholder (and any assignee thereof) expressly agrees that in the event of his or her death, he or she waives on behalf of himself or herself and his or her estate, and he or she directs the legal representative of his or her estate and any person interested therein to waive the furnishing of any inventory, accounting or appraisal of the assets of the Fund and any right to an audit or examination of the books of account for the Fund, except for such rights as are set forth in Article VII of the LLC Agreement relating to the books of account and reports of the Fund.

Upon dissolution of the Fund and surrender of Shares by the shareholders, shareholders will receive a distribution in U.S. dollars or digital assets, at the sole discretion of the Manager, after the Manager has sold the Fund’s Digital Assets, if applicable, and has paid or made provision for the Fund’s claims and obligations.

Governing Law

The LLC Agreement and the rights of the Manager and shareholders under the LLC Agreement are governed by the laws of the Cayman Islands.

Description of the Custodian Agreement

The Custodian Agreement establishes the rights and responsibilities of the Custodian, Manager, the Fund and Authorized Participants with respect to the Fund's digital assets in the Digital Asset Accounts, which is maintained and operated by the Custodian on behalf of the Fund. For a general description of the Custodian's obligations, see "The Custodian—The Custodian's Role."

Account; Location of Digital Assets

The Fund's Digital Asset Accounts are segregated custody accounts controlled and secured by the Custodian to store private keys, which allow for the transfer of ownership or control the Fund Components, on the Fund's behalf. Private key shards associated with the Fund Components are distributed geographically by the Custodian in secure vaults around the world, including in the United States. The locations of the secure vaults may change regularly and are kept confidential by the Custodian for security purposes. The Custodian requires written approval of the Fund prior to changing the location of the private key shards, and therefore the Fund Components, to a location outside of the United States. The Digital Asset Accounts use offline storage, or cold storage, mechanisms to secure the Fund's private keys. The term cold storage refers to a safeguarding method by which the private keys corresponding to digital assets are disconnected and/or deleted entirely from the internet.

Fund Components in the Digital Asset Accounts are not treated as general assets of the Custodian. Rather, the Custodian serves as a fiduciary and custodian on the Fund's behalf, and the Fund Components in the Digital Asset Accounts are considered fiduciary assets that remain the Fund's property at all times.

Safekeeping of Digital Assets

The Custodian will use best efforts to keep in safe custody on behalf of the Fund all digital assets received by the Custodian. All digital assets credited to the Fund's Digital Asset Accounts will (i) be held in the Digital Asset Accounts at all times, and the Digital Asset Accounts will be controlled by the Custodian; (ii) be labeled or otherwise appropriately identified as being held for the Fund; (iii) be held in the Digital Asset Accounts on a non-fungible basis; (iv) not be commingled with other digital assets held by the Custodian, whether held for the Custodian's own account or the account of other clients other than the Fund; (v) not without the prior written consent of the Fund be deposited or held with any third-party depository, custodian, clearance system or wallet; and (vi) for any Digital Asset Accounts maintained by the Custodian on behalf of the Fund, the Custodian will use best efforts to keep the private key or keys secure, and will not disclose such keys to the Fund, the Manager or to any other individual or entity except to the extent that any keys are disclosed consistent with a standard of best efforts and as part of a multiple signature solution that would not result in the Fund or the Manager "storing, holding, or maintaining custody or control of" the digital assets "on behalf of others" within the meaning of the New York BitLicense Rule (23 NYCRR Part 200) as in effect as of June 24, 2015 such that it would require the Fund or the Manager to become licensed under such law.

Insurance

Pursuant to the terms of the Custodian Agreement, the Custodian is required to maintain insurance in such types and amounts as are commercially reasonable for the custodial services provided by the Custodian. The Custodian has advised the Manager that it has insurance coverage pursuant to policies held by Coinbase Global, Inc. ("Coinbase"), which procures fidelity (or crime) insurance coverage of up to \$320 million. This insurance coverage is limited to losses of the digital assets the Custodian custodies on behalf of its clients, including the Fund Components, resulting from theft, including theft by employees of Coinbase or its subsidiaries and theft or fraud by a director of Coinbase if the director is acting in the capacity of an employee of Coinbase or its subsidiaries.

Deposits, Withdrawals and Storage; Access to the Digital Asset Accounts

The Custodial Services (i) allow digital assets to be deposited from a public blockchain address to the Digital Asset Accounts and (ii) allow the Fund or Manager to withdraw digital assets from the Digital Asset Accounts to a public blockchain address the Fund or the Manager controls (each such transaction is a “Custody Transaction”).

The Custodian reserves the right to refuse to process or to cancel any pending Custody Transaction as required by law or in response to a subpoena, court order, or other binding government order or to enforce transaction, threshold, and condition limits, in each case as communicated to the Fund and the Manager as soon as reasonably practicable where the Custodian is permitted to do so, or if the Custodian reasonably believes that the Custody Transaction may violate or facilitate the violation of an applicable law, regulation or applicable rule of a governmental authority or self-regulatory organization. The Custodian may suspend or restrict the Fund’s and Manager’s access to the Custodial Services, and/or deactivate, terminate or cancel the Digital Asset Accounts if the Fund or Manager taken certain actions, including any Prohibited Use or Prohibited Business as set forth in the Custodian Agreement.

From the time the Custodian has verified the authorization of a complete set of instructions to withdraw digital assets from the Digital Asset Accounts, the Custodian will have up to forty-eight (48) hours to process and complete such withdrawal. The Custodian will ensure that initiated deposits are processed in a timely manner but the Custodian makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of the Custodian’s control.

Subject to certain exceptions in the Custodian Agreement, the Fund, the Manager and their authorized representatives will be able to access the Digital Asset Accounts via the Custodian’s website in order to check information about the Digital Asset Accounts, deposit digital assets to the Digital Asset Accounts or initiate a Custody Transaction (subject to the timing described above).

The Custodian makes no other representations or warranties with respect to the availability and/or accessibility of digital assets or the availability and/or accessibility of the Digital Asset Accounts or Custodial Services.

Subject to any legal and regulatory requirements, in order to support the Fund’s ordinary course of deposits and withdrawals, which involves, or will in the future involve, deposits from and withdrawals to digital assets accounts owned by any Authorized Participant, or its Liquidity Provider, the Custodian will use commercially reasonable efforts to cooperate with the Fund and Manager to design and put in place via the Custodial Services a secure procedure to allow Authorized Participants to receive a digital asset address for deposits by Authorized Participants, and to initiate withdrawals to digital asset addresses controlled by Authorized Participants, or their Liquidity Providers.

The Custodian Agreement further provides that the Fund’s and the Manager’s auditors or third-party accountants upon 30 days’ advance written notice, have inspection rights to inspect, take extracts from and audit the records maintained with respect to the Digital Asset Accounts. Such auditors or third-party accountants are not obligated under the Custodian Agreement to exercise their inspection rights.

Security of the Account

The Custodian securely stores all digital assets private keys held by the Custodian in offline storage. Under the Custodian Agreement, the Custodian must use best efforts to keep private and public keys secure, and may not disclose private keys to the Manager, Fund or any other individual or entity.

The Custodian has implemented and will maintain a reasonable information security program that includes policies and procedures that are reasonably designed to safeguard the Custodian’s electronic systems and the Fund’s and the Manager’s confidential information from, among other things, unauthorized access or misuse. In

the event of a Data Security Event (as defined below), the Custodian will promptly (subject to any legal or regulatory requirements) notify the Fund and the Manager. “Data Security Event” is defined as any event whereby (a) an unauthorized person (whether within the Custodian or a third party) acquired or accessed the Fund’s or Manager’s information, (b) the Fund’s or Manager’s information is otherwise lost, stolen or compromised or (c) the Custodian’s Chief Information Security Officer, or other senior security officer of a similar title, is no longer employed by the Custodian.

Record Keeping; Inspection and Auditing

The Custodian will keep timely and accurate records of its services pursuant to the Custodian Agreement, and such records must be retained by the Custodian for no less than seven years. The Custodian Agreement also provides that the Custodian will permit, to the extent it may legally do so, the Fund’s or the Manager’s auditors or third-party accountants, upon reasonable notice, to inspect, take extracts from and audit the records that it maintains, take such steps as necessary to verify that satisfactory internal control system and procedures are in place as the Fund or the Manager may reasonably request. The Custodian is obligated to notify the Fund and the Manager of any audit report prepared by its internal or independent auditors if such report reveals any material deficiencies or makes any material objections.

The Fund and the Manager obtain and perform a comprehensive review of the Services Organization Controls (“SOC”) 1 report and SOC 2 each year. In addition to the review of SOC 1 and SOC 2 reports, the Fund, the Manager and/or their respective auditors may inspect or audit the Custodian’s records in a variety of manners if considered necessary. Such processes, may include validating the existence balances as reflected on the Custodian’s user interface to nodes of the underlying blockchain and confirming that such digital assets are associated with its public keys to validate the existence and exclusive ownership of the digital assets. To validate software functionality of the private keys, the Fund may transfer a portion of its digital assets from one public key to another public key of the Fund.

The Fund, the Manager and their independent auditors may evaluate the Custodian’s protection of private keys and other customer information, including review of supporting documentation related to the processes surrounding key lifecycle management, the key generation process (hardware, software, and algorithms associated with generation) the infrastructure used to generate and store private keys, how private keys are stored (for example, cold wallets), the segregation of duties in the authorization of digital asset transactions, and the number of users required to process a transaction and the monitoring of addresses for any unauthorized activity.

Annual Certificate and Report

Once each calendar year, the Manager or Fund may request that the Custodian deliver a certificate signed by a duly authorized officer to certify that all representations and warranties made by the Custodian in the Custodian Agreement are true and correct on and as of the date of such certificate, and have been true and correct throughout the preceding year.

Once each calendar year, the Fund and the Manager will be entitled to request that the Custodian provide a copy of its most recent SOC 1 and SOC 2 reports, which are required to be dated within one year prior to such request. The Custodian reserves the right to combine the SOC 1 and SOC 2 reports into a comprehensive report. In the event that the Custodian does not deliver a SOC 1 Report or SOC 2 Report, as applicable, the Manager and the Fund will be entitled to terminate the Agreement.

Standard of Care; Limitations of Liability

The Custodian will use best efforts to keep in safe custody on behalf of the Fund all digital assets received by the Custodian. The Custodian is liable to the Manager and the Fund for the loss of any digital assets to the extent that

the Custodian directly caused such loss through a breach of the Custodian Agreement, and the Custodian is required to return to the Fund a quantity equal to the quantity of any such lost digital assets. In addition, if the Fund or the Manager is unable to timely withdraw digital assets from the Digital Asset Accounts due to the Custodian's systems being offline or otherwise unavailable for a period of 48 hours or more, the Custodian will use its best efforts to provide the Manager and the Fund with an amount of digital assets that is equivalent to any pending withdrawal amounts in order to permit the Manager and the Fund to carry on processing withdrawals.

The Custodian's or Fund's total liability under the Custodian Agreement will never exceed the greater of the value of the digital assets on deposit in the Digital Asset Accounts at the time of, and directly relating to, the events giving rise to the liability occurred, the value of which will be determined in accordance with the Custodian Agreement. In addition, for as long as a cold storage address for the Fund's Digital Asset Account holds digital assets with a value in excess of the Cold Storage Threshold for a period of five consecutive business days or more without being reduced to the Cold Storage Threshold or lower, the Custodian's maximum liability for such cold storage address shall be limited to the Cold Storage Threshold. The Manager monitors the value of digital assets deposited in cold storage addresses for whether the Cold Storage Threshold has been met by determining the U.S. dollar value of digital assets deposited in each cold storage address on business days. Although the Cold Storage Threshold has never been met for a given cold storage address, to the extent it is met and not reduced within five business days, the Fund would not have a claim against the Custodian with respect to the digital assets held in such address to the extent the value exceeds the Cold Storage Threshold. The Custodian or Fund are not liable to each other for any lost profits or any special, incidental, indirect, intangible, or consequential damages, whether based in contract, tort, negligence, strict liability or otherwise, and whether or not the Custodian has been advised of such losses or the Custodian knew or should have known of the possibility of such damages.

Furthermore, the Custodian is not liable for delays, suspension of operations, whether temporary or permanent, failure in performance, or interruption of service which result directly or indirectly from any cause or condition beyond the reasonable control of the Custodian, including but not limited to, any delay or failure due to any act of God, natural disasters, act of civil or military authorities, act of terrorists, including but not limited to cyber-related terrorist acts, hacking, government restrictions, exchange or market rulings, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond the reasonable control of the Custodian and will not affect the validity and enforceability of any remaining provisions. For the avoidance of doubt, a cybersecurity attack, hack or other intrusion by a third party or by someone associated with the Custodian is not a circumstance that is beyond the Custodian's reasonable control, to the extent due to the Custodian's failure to comply with its obligations under the Custodian Agreement.

The Custodian does not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect the Manager's or the Fund's computer or other equipment, or any phishing, spoofing or other attack, unless such damage or interruption originated from the Custodian due to its gross negligence, fraud, willful misconduct or breach of the Custodian Agreement.

Indemnity

Each of the Custodian and the Fund has agreed to indemnify and hold harmless the other such parties from any third-party claim or third-party demand (including reasonable and documented attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of the Custodian's or the Fund's, as the case may be, breach of the Custodian Agreement, inaccuracy in any of the Custodian's or the Fund's, as the case may be, representations or warranties in the Custodian Agreement, or the Custodian's or the Fund's, as the case may be, knowing, in the case of the Custodian, violation of any law, rule or regulation, or the rights of any third party, except where such claim directly results from the gross negligence, fraud or willful misconduct of the other such

party. In addition, the Fund has agreed to indemnify the Custodian with respect to any Forked Assets abandoned by the Fund and any tax liability relating thereto or arising therefrom.

Fees and Expenses

The Custodian Fee is an annualized fee charged monthly that is a percentage of the Fund's monthly assets under custody. Following the second anniversary of the Custodian Agreement, the fee may be adjusted by the Custodian with at least six months' advance notice. Any changes to the fee will be agreed to by the Fund and the Manager and the Custodian in writing. To the extent the parties cannot reach an agreement regarding any modifications in pricing, either party may elect to terminate the Custodian Agreement. It is the Fund's and the Manager's sole responsibility to determine whether, and to what extent, any taxes apply to any deposits or withdrawals conducted through the Custodial Services.

Term; Renewal

Subject to each party's termination rights, the Custodian Agreement is for a term of two years. Thereafter, the Custodian Agreement automatically renews for successive terms of one year, unless either party elects not to renew, by providing no less than thirty days' written notice to the other party prior to the expiration of the then-current term, or unless terminated earlier as provided herein.

Termination

During the initial term, either party may terminate the Custodian Agreement for Cause (as defined below) at any time by written notice to the other party, effective immediately, or on such later date as may be specified in the notice. "Cause" is defined as if: (i) such other party commits any material breach of any of its obligations under the Custodian Agreement; (ii) such other party is adjudged bankrupt or insolvent, or there is commenced against such party a case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or such party files an application for an arrangement with its creditors, seeks or consents to the appointment of a receiver, administrator or other similar official for all or any substantial part of its property, admits in writing its inability to pay its debts as they mature, or takes any corporate action in furtherance of any of the foregoing, or fails to meet applicable legal minimum capital requirements; or (iii) with respect to the Fund's and the Manager's right to terminate, any applicable law, rule or regulation or any change therein or in the interpretation or administration thereof has or may have a material adverse effect on the rights of the Fund, the Manager or any of their respective beneficiaries with respect to any services covered by the Custodian Agreement.

After the initial term, either party may terminate the Custodian Agreement (i) upon ninety (90) days' prior written notice to the other party and (ii) for Cause at any time by written notice to the other party, effective immediately, or on such later date as may be specified in the notice.

Notwithstanding the foregoing, the Manager and the Fund may cancel the Digital Asset Accounts at any time by withdrawing all balances and contacting the Custodian. Upon termination of the Custodian Agreement, the Custodian will promptly upon the Manager's or the Fund's order deliver or cause to be delivered all digital assets held or controlled by the Custodian as of the effective date of termination, together with such copies of the records maintained pursuant to the Custodian Agreement and as the Manager and the Fund requests in writing.

Governing Law

The Custodian Agreement is governed by New York law.

Item 18. Certificate of Registration and Limited Liability Company Agreement.

Attached as Exhibit 2 hereto is a copy of the Certificate of Registration of the Fund and the Amended and Restated Limited Liability Company Agreement of Grayscale Decentralized Finance (DeFi) Fund LLC, dated June 30, 2021.

Item 19. Purchases of Equity Securities by the Issuer and Affiliated Purchasers.

There have been no open market purchases of the Fund's Shares by Affiliated Purchasers and there are no programs that currently authorize Affiliated Purchasers to make such open market purchases. Any ownership of the Fund's Shares by Related Parties are the result of Shares being issued by the Fund to Affiliated Purchasers in the ordinary course of operations and at terms consistent with those available to investors that are not Related Parties.

Item 20. Issuer's Certifications.

Certification

I, Michael Sonnenshein, certify that:

1. I have reviewed the Disclosure Statement, exhibits, and all notes thereto of Grayscale Decentralized Finance (DeFi) Fund LLC;
2. Based on my knowledge, this Disclosure Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Disclosure Statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this Disclosure Statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this Disclosure Statement.

Dated: December 8, 2022

/s/ Michael Sonnenshein

By: Michael Sonnenshein

Title: Chief Executive Officer of
Grayscale Investments, LLC

Certification

I, Edward McGee, certify that:

1. I have reviewed the Disclosure Statement, exhibits, and all notes thereto of Grayscale Decentralized Finance (DeFi) Fund LLC;
2. Based on my knowledge, this Disclosure Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Disclosure Statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this Disclosure Statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this Disclosure Statement.

Dated: December 8, 2022

/s/ Edward McGee

By: Edward McGee

Title: Chief Financial Officer (Principal Financial Officer) of
Grayscale Investments, LLC

Exhibit 1

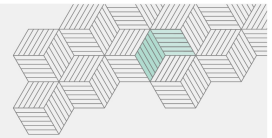
Audited Financial Statements for the Period from July 14, 2021 (the commencement of the Fund's operations)
to June 30, 2022

FINANCIAL STATEMENTS

Grayscale Decentralized Finance (DeFi) Fund LLC

**For the Period from July 14, 2021 (the commencement of the
Fund's operations) to June 30, 2022**

With Report of Independent Registered Public Accounting Firm



Grayscale® DeFi Fund

Grayscale Decentralized Finance (DeFi) Fund LLC
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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and Manager of
Grayscale Decentralized Finance (DeFi) Fund LLC

Opinion on the Financial Statements

We have audited the accompanying statement of assets and liabilities, including the schedule of investments, of Grayscale Decentralized Finance (DeFi) Fund LLC (the “Fund”) as of June 30, 2022, and the related statement of operations and statement of changes in net assets for the period from July 14, 2021 (the commencement of the Fund’s operations) to June 30, 2022, and the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Fund as of June 30, 2022, and the results of its operations for the period from July 14, 2021 (the commencement of the Fund’s operations) to June 30, 2022, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the management of the Fund’s Manager. Our responsibility is to express an opinion on the Fund’s financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (“PCAOB”) and are required to be independent with respect to the Fund in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB and generally accepted accounting standards (“GAAS”) in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Fund is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Fund’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provided a reasonable basis for our opinion.

Emphasis of Matter - Investments in Digital Assets

In forming our opinion we have considered the adequacy of the disclosures included in Note 8 to the financial statements concerning among other things the risks and uncertainties related to the Fund’s investments in digital assets and Incidental Rights or IR Virtual Currency that arise as a result of the Fund’s investments in digital assets. The risks and rewards to be recognized by the Fund associated with its investments in digital assets will be dependent on many factors outside of the Fund’s control. The currently immature nature of the digital assets market including clearing, settlement, custody and trading mechanisms, the dependency on information technology to sustain digital assets continuity, as well as valuation and volume volatility all subject digital assets to unique risks of theft, loss, or other misappropriation as well as valuation uncertainty. Furthermore, these factors also contribute to the significant uncertainty with respect to the future viability and value of digital assets. Our opinion is not qualified in respect to this matter.



We have served as the Fund’s auditor since 2021.
East Hanover, New Jersey
August 25, 2022

100 Eagle Rock Avenue, Suite 200, East Hanover, NJ 07936 p 973.929.3500 f 973.929.3501

friedmanllp.com

Grayscale Decentralized Finance (DeFi) Fund LLC
Statement of Assets and Liabilities

	<u>June 30, 2022</u>
(Amounts in U.S. dollars, except Share and per Share amounts)	
Assets:	
Investments in digital assets, at fair value (cost \$11,872,619 as of June 30, 2022)	\$ 2,905,205
Total assets	<u><u>\$ 2,905,205</u></u>
Liabilities:	
Manager's Fee payable, related party	\$ -
Total liabilities	<u>-</u>
Net assets	<u><u>\$ 2,905,205</u></u>
Net Assets consists of:	
Paid-in-capital	\$ 12,370,159
Accumulated net investment loss	(196,425)
Accumulated net realized loss on investments in digital assets	(301,115)
Accumulated net change in unrealized depreciation on investments in digital assets	(8,967,414)
	<u><u>\$ 2,905,205</u></u>
Shares issued and outstanding, no par value (unlimited Shares authorized)	<u><u>233,960</u></u>
Net asset value per Share	<u><u>\$ 12.42</u></u>

See accompanying notes to financial statements

Grayscale Decentralized Finance (DeFi) Fund LLC
Schedule of Investments

June 30, 2022

	Quantity	Cost	Fair Value	% of Net Assets
Investment in Uniswap	316,859.16287708	\$ 5,841,527	\$ 1,527,261	52.57%
Investment in Curve	526,864.57867745	\$ 1,366,078	\$ 347,730	11.97%
Investment in Amp	29,584,178.06712007	\$ 1,200,124	\$ 295,841	10.18%
Investment in Aave	4,948.26787443	\$ 1,344,840	\$ 271,462	9.34%
Investment in Maker	299.99746486	\$ 734,786	\$ 260,814	8.98%
Investment in Compound	3,186.04010448	\$ 1,050,094	\$ 143,212	4.93%
Investment in Yearn.finance	11.28488637	\$ 335,170	\$ 58,885	2.03%
Net assets		<u>\$ 11,872,619</u>	<u>\$ 2,905,205</u>	<u>100.00%</u>

See accompanying notes to financial statements

Grayscale Decentralized Finance (DeFi) Fund LLC
Statement of Operations

**July 14, 2021 (the
commencement of the
Fund's operations) to
June 30, 2022**

(Amounts in U.S. dollars)

Investment income:

Investment income	\$ <u>-</u>
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Expenses:

Manager's Fee, related party	<u>196,425</u>
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Net investment loss	<u>(196,425)</u>
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Net realized and unrealized loss on investments in digital assets:

Net realized loss on investments in digital assets	(301,115)
Net change in unrealized depreciation on investments in digital assets	<u>(8,967,414)</u>

Net realized and unrealized loss on investments	<u>(9,268,529)</u>
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Net decrease in net assets resulting from operations	<u><u>\$ (9,464,954)</u></u>
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See accompanying notes to financial statements

Grayscale Decentralized Finance (DeFi) Fund LLC
Statement of Changes in Net Assets

**July 14, 2021 (the
commencement of the
Fund's operations) to
June 30, 2022**

(Amounts in U.S. dollars, except change in Shares outstanding)

Decrease in net assets from operations:

Net investment loss	\$ (196,425)
Net realized loss on investments in digital assets	(301,115)
Net change in unrealized depreciation on investments in digital assets	(8,967,414)
Net decrease in net assets resulting from operations	(9,464,954)

Increase in net assets from capital share transactions:

Shares issued	12,370,159
Net increase in net assets resulting from capital share transactions	12,370,159

Total increase in net assets from operations and capital share transactions	2,905,205
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Net assets:

Beginning of period	—
End of period	\$ 2,905,205

Change in Shares outstanding:

Shares outstanding at beginning of period	—
Shares issued	233,960
Net increase in Shares	233,960

Shares outstanding at end of period	233,960
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See accompanying notes to financial statements

Grayscale Decentralized Finance (DeFi) Fund LLC

Notes to Financial Statements

1. Organization

Grayscale Decentralized Finance (DeFi) Fund LLC (the “Fund”) was constituted as a Cayman Islands limited liability company on June 10, 2021 (the inception of the Fund) and commenced operations on July 14, 2021. In general, the Fund holds digital assets. Digital assets eligible for inclusion in the Fund’s portfolio consist of the digital assets that make up the CoinDesk DeFi Select Index (the “DFX”) as constituted from time to time, subject to the Manager’s discretion to exclude individual digital assets in certain cases. The DFX is designed and managed by CoinDesk Indices, Inc (the “Index Provider”). At the inception of the Fund, the digital assets included in the Fund’s portfolio were: Uniswap (“UNI”), Aave (“AAVE”), Compound (“COMP”), Curve (“CRV”), Maker (“MKR”), Sushiswap (“SUSHI”), Synthetix (“SNX”), Yearn.finance (“YFI”), Universal Market Access (“UMA”) and Bancor (“BNT”). As of June 30, 2022, the digital assets included in the Fund’s portfolio were: Uniswap (“UNI”), Aave (“AAVE”), Compound (“COMP”), Curve (“CRV”), Maker (“MKR”), Amp (“AMP”) and Yearn.finance (“YFI”) (collectively, the “Fund Components”). On a quarterly basis beginning on the first business day of January, April, July and October of each year, the Manager performs an analysis and may rebalance the Fund’s portfolio based on these results in accordance with policies and procedures as set forth in the Fund’s Limited Liability Company Agreement (the “LLC Agreement”). The Fund is authorized under the LLC Agreement to create and issue an unlimited number of equal, fractional, undivided interests in the profits, losses, distributions, capital and assets of, and ownership of, the Fund (“Shares”) (in minimum baskets of 100 Shares, referred to as “Baskets”) in connection with creations. The redemption of Shares is not currently contemplated and the Fund does not currently operate a redemption program. Subject to receipt of regulatory approval and approval by the Manager in its sole discretion, the Fund may in the future operate a redemption program. The Fund currently has no intention of seeking regulatory approval to operate an ongoing redemption program. The Fund’s investment objective is to hold the digital assets that make up the DFX and for the Shares to reflect the value of such Fund Components at any given time, less the Fund’s expenses and other liabilities.

From time to time, the Fund may hold cash in U.S. dollars and positions in digital assets as a result of a fork, airdrop or similar event through which the Fund becomes entitled to another digital asset or other property by virtue of its ownership of one or more of the digital assets it then holds (each such new asset, a “Forked Asset”).

Grayscale Investments, LLC (“Grayscale” or the “Manager”) acts as the Manager of the Fund and is a wholly owned subsidiary of Digital Currency Group, Inc. (“DCG”). The Manager is responsible for the day-to-day administration of the Fund pursuant to the provisions of the LLC Agreement. Grayscale is responsible for preparing and providing annual and quarterly reports on behalf of the Fund to investors and is also responsible for selecting and monitoring the Fund’s service providers. As partial consideration for the Manager’s services, the Fund pays Grayscale a Manager’s Fee as discussed in Note 7. The Manager also acts as the sponsor and manager of other investment products including Grayscale Basic Attention Token Trust (BAT) (OTCQB: GBAT), Grayscale Bitcoin Trust (BTC) (OTCQX: GBTC), Grayscale Bitcoin Cash Trust (BCH) (OTCQX: BCHG), Grayscale Chainlink Trust (LINK) (OTCQB: GLNK), Grayscale Decentraland Trust (MANA) (OTCQX: MANA), Grayscale Ethereum Trust (ETH) (OTCQX: ETHE), Grayscale Ethereum Classic Trust (ETC) (OTCQX: ETCG), Grayscale Filecoin Trust (FIL) (OTCQB: FILG), Grayscale Horizen Trust (ZEN) (OTCQX: HZEN), Grayscale Litecoin Trust (LTC) (OTCQX: LTCN), Grayscale Livepeer Trust (LPT) (OTCQB: GLIV), Grayscale Solana Trust (SOL), Grayscale Stellar Lumens Trust (XLM) (OTCQX: GXLM), Grayscale Zcash Trust (ZEC) (OTCQX: ZCSH), Grayscale Digital Large Cap Fund LLC, and Grayscale Smart Contract Platform Ex Ethereum (ETH) Fund LLC, each of which is an affiliate of the Fund. The following investment products sponsored or managed by the Manager are also SEC reporting companies with their shares registered pursuant to Section 12(g) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”): Grayscale Bitcoin Trust (BTC), Grayscale Bitcoin Cash Trust (BCH), Grayscale Ethereum Trust (ETH), Grayscale Ethereum Classic Trust (ETC), Grayscale Horizen Trust (ZEN), Grayscale Litecoin Trust (LTC), Grayscale Stellar Lumens Trust (XLM), Grayscale Zcash Trust (ZEC), and Grayscale Digital Large Cap Fund LLC.

Grayscale Decentralized Finance (DeFi) Fund LLC

Notes to Financial Statements

1. Organization (continued)

Grayscale Advisors, LLC, a Registered Investment Advisor and an affiliate of the Manager, is the advisor to the Grayscale Future of Finance (NYSE: GFOF) product.

Authorized Participants of the Fund are the only entities who may place orders to create or, if permitted, redeem Baskets. Genesis Global Trading, Inc. (“Genesis” or the “Authorized Participant”), a registered broker dealer and wholly owned subsidiary of DCG, is the only Authorized Participant and is party to a participant agreement with the Manager and the Fund. Additional Authorized Participants may be added at any time, subject to the discretion of the Manager.

The custodian of the Fund is Coinbase Custody Trust Company, LLC (the “Custodian”), a third-party service provider. The Custodian is responsible for safeguarding the Fund Components and Forked Assets held by the Fund, and holding the private key(s) that provide access to the Fund’s digital wallets and vaults.

The transfer agent for the Fund (the “Transfer Agent”) is Continental Stock Transfer & Trust Company. The responsibilities of the Transfer Agent are to maintain creations, redemptions, transfers, and distributions of the Fund’s Shares which are primarily held in book-entry form.

On July 14, 2021, the Fund registered with the Cayman Islands Monetary Authority (reference number: 1894701). The Fund is registered and regulated as a private fund under the Private Funds Act, 2020 of the Cayman Islands.

On June 23, 2022, the Fund completed a 1-for-10 Reverse Share Split of the Fund’s issued and outstanding shares. Each beneficial owner of a Share (a “shareholder”) of record as of the close of business on June 22, 2022 received one Share for every ten Shares of the Fund held. The number of outstanding Shares and per-Share amounts disclosed for all periods presented have been retroactively adjusted to reflect the effects of the Reverse Share Split.

2. Summary of Significant Accounting Policies

The following is a summary of significant accounting policies followed by the Fund:

The financial statements have been prepared in accordance with generally accepted accounting principles in the United States (“GAAP”). The Fund qualifies as an investment company for accounting purposes pursuant to the accounting and reporting guidance under Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) Topic 946, *Financial Services – Investment Companies*. The Fund uses fair value as its method of accounting for digital assets in accordance with its classification as an investment company for accounting purposes. The Fund is not a registered investment company under the Investment Company Act of 1940. GAAP requires management to make estimates and assumptions that affect the reported amounts in the financial statements and accompanying notes. Actual results could differ from those estimates and these differences could be material.

The Fund conducts its transactions in Fund Components, including receiving Fund Components for the creation of Shares and delivering Fund Components for the redemption of Shares and for the payment of the Manager’s Fee. At this time, the Fund is not accepting redemption requests from shareholders. Since its inception, the Fund has not held cash or cash equivalents.

Grayscale Decentralized Finance (DeFi) Fund LLC
Notes to Financial Statements

2. Summary of Significant Accounting Policies (continued)

Principal Market and Fair Value Determination

To determine which market is the Fund's principal market for each Fund Component (or in the absence of a principal market, the most advantageous market) for purposes of calculating the Fund's net asset value ("NAV"), the Fund follows ASC 820-10, which outlines the application of fair value accounting. ASC 820-10 determines fair value to be the price that would be received for each Fund Component in a current sale, which assumes an orderly transaction between market participants on the measurement date. ASC 820-10 requires the Fund to assume that each Fund Component is sold in its principal market to market participants or, in the absence of a principal market, the most advantageous market. Market participants are defined as buyers and sellers in the principal or most advantageous market that are independent, knowledgeable, and willing and able to transact.

The Fund only receives Fund Components from the Authorized Participant and does not itself transact on any Digital Asset Markets. Therefore, the Fund looks to the Authorized Participant when assessing entity specific and market-based volume and level of activity for Digital Asset Markets. The Authorized Participant transacts in a Brokered Market, a Dealer Market, Principal-to-Principal Markets and Exchange Markets, each as defined in the

FASB ASC Master Glossary (collectively, "Digital Asset Markets"). The Authorized Participant, as a related party of the Manager, provides information about the Digital Asset Markets on which it transacts to the Fund.

In determining which of the eligible Digital Asset Markets is the Fund's principal market, the Fund reviews these criteria in the following order:

First, the Fund reviews a list of each Digital Asset Markets and excludes any Digital Asset Markets that are non-accessible to the Fund and the Authorized Participant. The Fund or the Authorized Participant does not have access to Digital Asset Exchange Markets that do not have a BitLicense and has access only to non-Digital Asset Exchange Markets that the Authorized Participant reasonably believes are operating in compliance with applicable law, including federal and state licensing requirements, based upon information and assurances provided to it by each market.

Second, the Fund sorts the remaining Digital Asset Markets from high to low by entity-specific and market-based volume and level of activity of each Fund Component traded on each Digital Asset Market in the trailing twelve months.

Third, the Fund then reviews intra-day pricing fluctuations and the degree of variances in price on Digital Asset Markets to identify any material notable variances that may impact the volume or price information of a particular Digital Asset Market.

Fourth, the Fund then selects a Digital Asset Market as its principal market based on the highest market-based volume, level of activity and price stability in comparison to the other Digital Asset Markets on the list. Based on information reasonably available to the Fund, Exchange Markets have the greatest volume and level of activity for the Fund Components. The Fund therefore looks to accessible Exchange Markets as opposed to the Brokered Market, Dealer Market and Principal-to-Principal Markets to determine its principal market for each Fund Component. As a result of the analysis, an Exchange Market has been selected as the Fund's principal market for each Fund Component.

Grayscale Decentralized Finance (DeFi) Fund LLC
Notes to Financial Statements

2. Summary of Significant Accounting Policies (continued)

The Fund determines its principal market (or in the absence of a principal market the most advantageous market) annually and conducts a quarterly analysis to determine (i) if there have been recent changes to each Digital Asset Market's trading volume and level of activity in the trailing twelve months, (ii) if any Digital Asset Markets have developed that the Fund has access to, or (iii) if recent changes to each Digital Asset Market's price stability have occurred that would materially impact the selection of the principal market and necessitate a change in the Fund's determination of its principal market.

The cost basis of the investment in each Fund Component recorded by the Fund for financial reporting purposes is the fair value of the Fund Component at the time of transfer. The cost basis recorded by the Fund may differ from proceeds collected by the Authorized Participant from the sale of the corresponding Shares to investors.

Investment Transactions and Revenue Recognition

The Fund considers investment transactions to be the receipt of Fund Components for Share creations and the delivery of Fund Components for Share redemptions, the payment of expenses in Fund Components or the sale of Fund Components when the Manager rebalances the Fund's portfolio. At this time, the Fund is not accepting redemption requests from shareholders. The Fund records its investment transactions on a trade date basis and changes in fair value are reflected as net change in unrealized appreciation or depreciation on investments. Realized gains and losses are calculated using the specific identification method. Realized gains and losses are recognized in connection with transactions including settling obligations for the Manager's Fee and selling Fund Component(s) when the Manager rebalances the Fund's portfolio.

Fair Value Measurement

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e., the 'exit price') in an orderly transaction between market participants at the measurement date.

GAAP utilizes a fair value hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are those that market participants would use in pricing the asset or liability based on market data obtained from sources independent of the Fund. Unobservable inputs reflect the Fund's assumptions about the inputs market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The fair value hierarchy is categorized into three levels based on the inputs as follows:

- Level 1 – Valuations based on unadjusted quoted prices in active markets for identical assets or liabilities that the Fund has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, these valuations do not entail a significant degree of judgment.
- Level 2 – Valuations based on quoted prices in markets that are not active or for which significant inputs are observable, either directly or indirectly.
- Level 3 – Valuations based on inputs that are unobservable and significant to the overall fair value measurement.

Grayscale Decentralized Finance (DeFi) Fund LLC
Notes to Financial Statements

2. Summary of Significant Accounting Policies (continued)

The availability of valuation techniques and observable inputs can vary by investment. To the extent that valuations are based on sources that are less observable or unobservable in the market, the determination of fair value requires more judgment. Fair value estimates do not necessarily represent the amounts that may be ultimately realized by the Fund.

	Amount at Fair Value	Fair Value Measurement Using		
		Level 1	Level 2	Level 3
June 30, 2022				
Assets				
Investment in Uniswap	\$ 1,527,261	\$ 1,527,261	\$ -	\$ -
Investment in Curve	\$ 347,730	\$ 347,730	\$ -	\$ -
Investment in Amp	\$ 295,841	\$ 295,841	\$ -	\$ -
Investment in Aave	\$ 271,462	\$ 271,462	\$ -	\$ -
Investment in Maker	\$ 260,814	\$ 260,814	\$ -	\$ -
Investment in Compound	\$ 143,212	\$ 143,212	\$ -	\$ -
Investment in Yearn.finance	\$ 58,885	\$ 58,885	\$ -	\$ -
	\$ 2,905,205	\$ 2,905,205	\$ -	\$ -

3. Fair Value of Investments in Digital Assets

The Fund Components are held by the Custodian on behalf of the Fund and are carried at fair value. The following table represents the fair value of each Fund Component using the price provided at 4:00 p.m., New York time, by the relevant Digital Asset Exchange Market considered to be its principal market, as determined by the Fund:

Fund Component	Principal Market	June 30, 2022	
UNI	Coinbase Pro	\$	4.82
CRV	Coinbase Pro	\$	0.66
AMP	Coinbase Pro	\$	0.01
AAVE	Coinbase Pro	\$	54.86
MKR	Coinbase Pro	\$	869.39
COMP	Coinbase Pro	\$	44.95
YFI	Coinbase Pro	\$	5,218.00

The following represents the changes in quantity of each Fund Component and their respective fair values:

	Quantity	Fair Value
UNI balance at July 14, 2021 (the commencement of the Fund's operations)	-	\$ -
UNI contributed	317,282.79513306	6,089,764
Net UNI contributed from portfolio rebalancing	5,588.80023542	(299,336)
UNI distributed for Manager's Fee, related party	(6,012.43249140)	(88,089)
Net change in unrealized depreciation on investment in UNI	-	(4,314,266)
Net realized gain on investment in UNI	-	139,188
UNI balance at June 30, 2022	<u>316,859.16287708</u>	<u>\$ 1,527,261</u>

Grayscale Decentralized Finance (DeFi) Fund LLC
Notes to Financial Statements

3. Fair Value of Investments in Digital Assets (continued)

	<u>Quantity</u>	<u>Fair Value</u>
CRV balance at July 14, 2021 (the commencement of the Fund's operations)	-	\$ -
CRV contributed	478,555.37402640	892,101
Net CRV contributed from portfolio rebalancing	55,522.10957558	346,378
CRV distributed for Manager's Fee, related party	(7,212.90492453)	(17,156)
Net change in unrealized depreciation on investment in CRV	-	(1,018,348)
Net realized gain on investment in CRV	-	144,755
CRV balance at June 30, 2022	<u>526,864.57867745</u>	<u>\$ 347,730</u>
	<u>Quantity</u>	<u>Fair Value</u>
AMP balance at July 14, 2021 (the commencement of the Fund's operations)	-	\$ -
AMP contributed	2,729,685.05671576	55,827
AMP contributed from portfolio rebalancing	27,136,710.64045470	1,150,862
AMP distributed for Manager's Fee, related party	(282,217.63005039)	(5,960)
Net change in unrealized depreciation on investment in AMP	-	(904,283)
Net realized loss on investment in AMP	-	(605)
AMP balance at June 30, 2022	<u>29,584,178.06712007</u>	<u>\$ 295,841</u>
	<u>Quantity</u>	<u>Fair Value</u>
AAVE balance at July 14, 2021 (the commencement of the Fund's operations)	-	\$ -
AAVE contributed	5,036.13417024	1,389,080
Net AAVE contributed from portfolio rebalancing	28.20680543	54,171
AAVE distributed for Manager's Fee, related party	(116.07310124)	(24,386)
Net change in unrealized depreciation on investment in AAVE	-	(1,073,378)
Net realized loss on investment in AAVE	-	(74,025)
AAVE balance at June 30, 2022	<u>4,948.26787443</u>	<u>\$ 271,462</u>
	<u>Quantity</u>	<u>Fair Value</u>
MKR balance at July 14, 2021 (the commencement of the Fund's operations)	-	\$ -
MKR contributed	343.22360029	877,517
Net MKR distributed from portfolio rebalancing	(35.25988821)	(98,489)
MKR distributed for Manager's Fee, related party	(7.96624722)	(17,605)
Net change in unrealized depreciation on investment in MKR	-	(473,972)
Net realized loss on investment in MKR	-	(26,637)
MKR balance at June 30, 2022	<u>299.99746486</u>	<u>\$ 260,814</u>
	<u>Quantity</u>	<u>Fair Value</u>
COMP balance at July 14, 2021 (the commencement of the Fund's operations)	-	\$ -
COMP contributed	2,676.77770045	928,608
Net COMP contributed from portfolio rebalancing	569.26457803	153,627
COMP distributed for Manager's Fee, related party	(60.00217400)	(11,791)
Net change in unrealized depreciation on investment in COMP	-	(906,882)
Net realized loss on investment in COMP	-	(20,350)
COMP balance at June 30, 2022	<u>3,186.04010448</u>	<u>\$ 143,212</u>

Grayscale Decentralized Finance (DeFi) Fund LLC
Notes to Financial Statements

3. Fair Value of Investments in Digital Assets (continued)

	<u>Quantity</u>	<u>Fair Value</u>
YFI balance at July 14, 2021 (the commencement of the Fund's operations)	-	\$ -
YFI contributed	13.81953470	412,184
Net YFI distributed from portfolio rebalancing	(2.21170209)	(2,292)
YFI distributed for Manager's Fee, related party	(0.32294624)	(8,141)
Net change in unrealized depreciation on investment in YFI	-	(276,285)
Net realized loss on investment in YFI	-	(66,581)
YFI balance at June 30, 2022	<u>11.28488637</u>	<u>\$ 58,885</u>
	<u>Quantity</u>	<u>Fair Value</u>
SNX balance at July 14, 2021 (the commencement of the Fund's operations)	-	\$ -
SNX contributed	54,251.47678547	486,932
Net SNX distributed from portfolio rebalancing	(53,248.45247294)	(270,379)
SNX distributed for Manager's Fee, related party	(1,003.02431253)	(7,501)
Net realized loss on investment in SNX	-	(209,052)
SNX balance at June 30, 2022	<u>-</u>	<u>\$ -</u>
	<u>Quantity</u>	<u>Fair Value</u>
UMA balance at July 14, 2021 (the commencement of the Fund's operations)	-	\$ -
UMA contributed	35,162.50981056	325,403
UMA distributed from portfolio rebalancing	(34,856.62472937)	(318,330)
UMA distributed for Manager's Fee, related party	(305.88508119)	(3,511)
Net realized loss on investment in UMA	-	(3,562)
UMA balance at June 30, 2022	<u>-</u>	<u>\$ -</u>
	<u>Quantity</u>	<u>Fair Value</u>
SUSHI balance at July 14, 2021 (the commencement of the Fund's operations)	-	\$ -
SUSHI contributed	77,313.29631247	647,800
Net SUSHI distributed from portfolio rebalancing	(76,275.32621025)	(468,345)
SUSHI distributed for Manager's Fee, related party	(1,037.97010222)	(8,770)
Net realized loss on investment in SUSHI	-	(170,685)
SUSHI balance at June 30, 2022	<u>-</u>	<u>\$ -</u>
	<u>Quantity</u>	<u>Fair Value</u>
BNT balance at July 14, 2021 (the commencement of the Fund's operations)	-	\$ -
BNT contributed	78,218.41550279	264,943
Net BNT distributed from portfolio rebalancing	(77,315.37558091)	(247,867)
BNT distributed for Manager's Fee, related party	(903.03992188)	(3,515)
Net realized loss on investment in BNT	-	(13,561)
BNT balance at June 30, 2022	<u>-</u>	<u>\$ -</u>

Grayscale Decentralized Finance (DeFi) Fund LLC
Notes to Financial Statements

4. Portfolio Rebalancing

The Index Provider reviews the DFX for rebalancing according to the DFX Methodology quarterly during a period beginning 14 days before the end of each March, June, September and December (each such period, an “Index Rebalancing Period”). At the start of each Index Rebalancing Period, the Index Provider applies the DFX Methodology to determine any changes to the Index Components and the Index Weightings, after which the Manager rebalances the Fund’s portfolio accordingly, subject to application of the Exclusion Criteria. In order to rebalance the Fund’s portfolio, the Manager will (i) determine whether any Fund Components have been removed from the DFX and should therefore be removed as Fund Components, (ii) determine whether any new digital assets have been added to the DFX and should therefore be included as Fund Components, (iii) determine how much cash and Forked Assets the Fund holds. If a Fund Component is no longer included in the DFX, the Manager will adjust the Fund’s portfolio by selling such Fund Component in the Digital Asset Markets and using the cash proceeds to purchase additional tokens of the remaining Fund Components and, if applicable, any new Fund Component in proportion to their respective Fund Weightings. If a digital asset not then included in the Fund’s portfolio is newly eligible for inclusion in the Fund’s portfolio because it was added to the DFX and not excluded through the Exclusion Criteria, the Manager will adjust the Fund’s portfolio by selling tokens of the then-current Fund Components in the Digital Asset Markets in proportion to their respective Fund Weightings and using the cash proceeds to purchase tokens of the newly eligible digital assets.

The Manager will rebalance the Fund’s portfolio quarterly during a period beginning on the first business day of each January, April, July and October (each such period, a “Fund Rebalancing Period”). The Manager expects each Fund Rebalancing Period to last between one and five business days. The DFX, and therefore the Fund, may also be rebalanced mid-quarter, prior to the Index Rebalancing Period under extraordinary circumstances, if, for example, a digital asset is removed from the Index.

On October 1, 2021, the Manager announced the updated Fund Component weightings in connection with its quarterly review. The Manager adjusted the Fund’s portfolio by selling certain amounts of the existing Fund Components in proportion to their respective weightings in accordance with the DFX methodology and using the cash proceeds to purchase certain amounts of the existing Fund Components. No new tokens were added or removed from the DFX or the Fund. Effective October 1, 2021, the Fund recognized a realized gain of \$331,104 in connection with the sale of 43,714.77000000 UNI, 5,045.70000000 UMA, and 243,860.37000000 CRV to purchase 1,942.85392904 AAVE, 130.00754931 MKR, 423.51483101 COMP, 31,097.69997459 SNX, 4.75452203 YFI, 14,298.49407449 SUSHI and 33,939.85848412 BNT.

On January 3, 2022, the Manager announced the updated Fund Component weightings in connection with its quarterly review. The Manager adjusted the Fund’s portfolio by selling certain amounts of the existing Fund Components in proportion to their respective weightings and using the cash proceeds to purchase AMP and certain amounts of the existing Fund Components in accordance with the DFX methodology. As a result of the rebalancing, BNT and UMA were removed from the DFX and the Fund. Effective January 3, 2022, the Fund recognized a realized loss of (\$122,252) in connection with the sale of 790.39102961 AAVE, 8.77341702 MKR, 49.76744273 COMP, 49,155.42409573 SUSHI, 25,828.85928099 SNX, 29,810.92472937 UMA and 111,255.23406503 BNT to purchase 27,745.12941816 UNI, 8,445.42884072 CRV, 1.57649047 YFI, and 17,144,637.89682540 AMP.

Grayscale Decentralized Finance (DeFi) Fund LLC
Notes to Financial Statements

4. Portfolio Rebalancing (continued)

On April 6, 2022, the Manager announced the updated Fund Component weightings in connection with its quarterly review. The Manager adjusted the Fund's portfolio by selling certain amounts of the existing Fund Components in proportion to their respective weightings in accordance with the DFX methodology and using the cash proceeds to purchase certain amounts of the existing Fund Components. As a result of the rebalancing, SNX and SUSHI were removed from the DFX and the Fund. No new tokens were added to the DFX or the Fund. Effective April 5, 2022, the Fund recognized a realized loss of (\$450,253) in connection with the sale of 8.54271459 YFI, 156.49402050 MKR, 1,124.25609400 AAVE, 58,517.29316654 SNX and 41,418.39618901 SUSHI to purchase 21,558.44081726 UNI, 9,992,072.74362929 AMP, 195.51718975 COMP and 290,937.05073486 CRV.

5. Creations and Redemptions of Shares

At June 30, 2022, there were an unlimited number of Shares authorized by the Fund. The Fund creates (and, should the Fund commence a redemption program, redeems) Shares from time to time, but only in one or more Baskets. The creation and redemption of Baskets on behalf of investors are made by the Authorized Participant in exchange for the delivery of tokens of each Fund Component to the Fund, or the distribution of tokens of each Fund Component by the Fund, plus cash representing the Forked Asset portion, if any, and the U.S. Dollar portion, if any. The number of tokens of each Fund Component required for each creation Basket or redemption Basket is determined by dividing (x) the total number of tokens of such Fund Component held by the Fund at 4:00 p.m., New York time, on such trade date of a creation or redemption order, after deducting the number of tokens of each Fund Component payable as the Manager's Fee and the number of tokens of such Fund Component payable as a portion of Additional Fund Expenses (as defined in Note 7), by (y) the number of Shares outstanding at such time and multiplying the quotient obtained by 100. Each Share represented approximately 1.3543 of one UNI, 2.2519 of one CRV, 126.4497 of one AMP, 0.0212 of one AAVE, 0.0013 of one MKR, 0.0136 of one COMP and 0.00005 of one YFI at June 30, 2022.

The cost basis of investments in each Fund Component recorded by the Fund is the fair value of each Fund Component, as determined by the Fund, at 4:00 p.m., New York time, on the date of transfer to the Fund by the Authorized Participant based on the creation Baskets. The cost basis recorded by the Fund may differ from proceeds collected by the Authorized Participant from the sale of each Share to investors. The Authorized Participant may realize significant profits buying, selling, creating, and, if permitted, redeeming Shares as a result of changes in the value of Shares or each Fund Component. In addition, the Authorized Participant may realize significant profits through the sale of digital assets during a Rebalancing Period.

At this time, the Fund is not operating a redemption program and is not accepting redemption requests. Subject to receipt of regulatory approval and approval by the Manager in its sole discretion, the Fund may in the future operate a redemption program. The Fund currently has no intention of seeking regulatory approval to operate an ongoing redemption program. Further, the Fund is registered and regulated as a private fund under the Private Funds Act, 2020 of the Cayman Islands. The Cayman Islands Monetary Authority has supervisory and enforcement powers to ensure the Fund's compliance with the Private Funds Act. Before the Fund is able to effect open redemptions as an open-ended Fund, it will be required to meet the requirements of, and register with, the Cayman Islands Monetary Authority and be regulated as a mutual fund under the Mutual Funds Act, 2020 of the Cayman Islands.

Grayscale Decentralized Finance (DeFi) Fund LLC
Notes to Financial Statements

6. Income Taxes

The Government of the Cayman Islands does not, and will not, under existing Cayman law, impose any income, corporate or capital gains tax, estate duty, inheritance tax, gift tax or withholding tax upon the Fund or the shareholders. Interest, dividends and gains payable to the Fund and all distributions by the Fund to shareholders will be received free of any Cayman Islands income or withholding taxes.

The Fund has elected to be treated as a corporation for U.S. federal income tax purposes. The Manager believes that the Fund will not be treated as engaged in a trade or business in the United States and thus will not derive income that is treated as “effectively connected” with the conduct of a trade or business in the United States (“effectively connected income”) under the U.S. Internal Revenue Code of 1966, as amended (the “Code”) and corresponding tax regulations (e.g., including under Sections 861 through 865). There can, however, be no complete assurance in this regard. If the Fund were treated as engaged in a trade or business in the United States, it would be subject to U.S. federal income tax, at the rates applicable to U.S. corporations (currently, at the rate of 21%), on its net effectively connected income. Any such income might also be subject to U.S. state and local income taxes. In addition, the Fund would be subject to a 30% U.S. branch profits tax in respect of its “dividend equivalent amount,” as defined in Section 884 of the Code, attributable to its effectively connected income (generally, the after-tax amount of certain effectively connected income that is not treated as reinvested in the trade or business).

If the Fund were treated as engaged in a trade or business in the United States during any taxable year, it would be required to file a U.S. federal income tax return for that year, regardless of whether it recognized any effectively connected income. If the Fund did not file U.S. federal income tax returns and were later determined to have engaged in a U.S. trade or business, it would generally not be entitled to offset its effectively connected income and gains against its effectively connected losses and deductions (and, therefore, would be taxable on its gross, rather than net, effectively connected income). If the Fund recognizes any effectively connected income, the imposition of U.S. taxes on such income may have a substantial adverse effect on the return to shareholders.

Due to the new and evolving nature of digital assets and a general absence of clearly controlling authority with respect to digital assets, many significant aspects of the U.S. federal income tax treatment of digital assets (including with respect to the amount, timing, and character of income recognition) are uncertain. The Manager believes that, in general, gains and losses recognized by the Fund from the sale or other disposition of digital assets will be treated as capital gains or losses. However, it is possible that the IRS will not agree with the Fund's U.S. federal tax treatment of digital assets.

In accordance with GAAP, the Fund has defined the threshold for recognizing the benefits of tax positions in the financial statements as “more-likely than-not” to be sustained by the applicable taxing authority and requires measurement of a tax position meeting the “more-likely than-not” threshold, based on the largest benefit that is more than 50% likely to be realized. Tax positions not deemed to meet the “more-likely than-not” threshold are recorded as a tax benefit or expense in the current period. As of and during period from July 14, 2021 (the commencement of the Fund's operations) to June 30, 2022, the Fund did not have a liability for any unrecognized tax amounts. However, the Manager's conclusions concerning its determination of “more likely than not” tax positions may be subject to review and adjustment at a later date based on factors including, but not limited to, further implementation guidance, and ongoing analyses of and changes to tax laws, regulations and interpretations thereof.

The Manager of the Fund has evaluated whether or not there are uncertain tax positions that require financial statement recognition and has determined that no reserves for uncertain tax positions related to federal, state and local income taxes existed as of June 30, 2022.

Grayscale Decentralized Finance (DeFi) Fund LLC
Notes to Financial Statements

7. Related Parties

The Fund considers the following entities, their directors and employees to be related parties of the Fund: DCG, Genesis, Grayscale, and CoinDesk Indices, Inc. As of June 30, 2022, 49,880 Shares of the Fund were held by related parties of the Fund.

The Manager's parent, an affiliate of the Fund, holds a minority interest in Coinbase, Inc., the parent company of the Custodian, that represents less than 1.0% of Coinbase, Inc.'s ownership.

In accordance with the LLC Agreement governing the Fund, the Fund pays a fee to the Manager, calculated as 2.5% of the aggregate value of the Fund's digital asset holdings, less its liabilities (which include any accrued but unpaid expenses up to, but excluding, the date of calculation), as calculated and published by the Manager or its delegates (the "Manager's Fee"). The Manager's Fee accrues daily in U.S. dollars and is payable in Fund Components then held by the Fund in proportion to their respective Fund Component's Weighting. The U.S. dollar amount of the Manager's Fee will be converted into Fund Components on a daily basis by multiplying such U.S. dollar amount by the Weighting for each Fund Component and dividing the resulting product for each Fund Component by the U.S. dollar value for such Fund Component on such day. For purposes of these financial statements, the U.S. dollar value of Fund Components is determined by reference to the Digital Asset Exchange Market that the Fund considers its principal market as of 4:00 p.m., New York time, on each valuation date. No Forked Assets have been distributed in payment of the Manager's Fee during the period from July 14, 2021 (the commencement of the Fund's operations) to June 30, 2022.

As partial consideration for receipt of the Manager's Fee, the Manager shall assume and pay all fees and other expenses incurred by the Fund in the ordinary course of its affairs, excluding taxes, but including marketing fee, the administrator fee, if any; custodian fees; transfer agent fees; trustee fees; the fees and expenses related to the listing, quotation or trading of the Shares on any secondary market (including customary legal, marketing and audit fees and expenses) in an amount up to \$600,000 in any given fiscal year; ordinary course legal fees and expenses; audit fees; regulatory fees, including, if applicable, any fees relating to the registration of the Shares under the Securities Act or the Exchange Act and fees relating to registration and any other regulatory requirements in the Cayman Islands; printing and mailing costs; costs of maintaining the Fund's website and applicable license fees (together, the "Manager-paid Expenses").

The Fund may incur certain extraordinary, non-recurring expenses that are not Manager-paid Expenses, including, but not limited to, taxes and governmental charges, expenses and costs of any extraordinary services performed by the Manager (or any other service provider) on behalf of the Fund to protect the Fund or the interests of shareholders (including in connection with any Forked Assets), any indemnification of the Custodian or other agents, service providers or counterparties of the Fund, the fees and expenses related to the listing, quotation or trading of the Shares on any secondary market (including legal, marketing and audit fees and expenses) to the extent exceeding \$600,000 in any given fiscal year and extraordinary legal fees and expenses, including any legal fees and expenses incurred in connection with litigation, regulatory enforcement or investigation matters (collectively, "Additional Fund Expenses").

In such circumstances, the Manager or its delegate (i) will instruct the Custodian to withdraw from the digital asset accounts Fund Components in proportion to their respective Weightings at such time and in such quantity as may be necessary to permit payment of such Additional Fund Expenses and (ii) may either (x) cause the Fund (or its delegate) to convert such Fund Components into U.S. dollars or other fiat currencies at the price per single unit of such asset (determined net of any associated fees) at which the Fund is able to sell such asset or (y) cause the Fund (or its delegate) to deliver such Fund Components, and/or Forked Assets in kind in satisfaction of such Additional Fund Expenses.

Grayscale Decentralized Finance (DeFi) Fund LLC
Notes to Financial Statements

7. Related Parties (continued)

For the period from July 14, 2021 (the commencement of the Fund's operations) to June 30, 2022 the Fund incurred Manager's Fees of \$196,425. As of June 30, 2022, there was no accrued and unpaid Manager's Fee. In addition, the Manager may pay Additional Fund Expenses on behalf of the Fund, which are reimbursable by the Fund to the Manager. For the period from July 14, 2021 (the commencement of the Fund's operations) to June 30, 2022, the Manager did not pay any Additional Fund Expenses on behalf of the Fund.

8. Risks and Uncertainties

The Fund is subject to various risks including market risk, liquidity risk, and other risks related to its concentration in digital assets. Investing in digital assets is currently highly speculative, and volatile.

The net asset value of the Fund relates primarily to the value of the Fund Components, and fluctuations in the prices of such Fund Components could materially and adversely affect an investment in the Shares of the Fund. The prices of the Fund Components have a very limited history. During such history, the market prices of such Fund Components have been volatile, and subject to influence by many factors including the levels of liquidity. If the Digital Asset Markets continue to experience significant price fluctuations, the Fund may experience losses. Several factors may affect the market price of the Fund Components, including, but not limited to, global supply and demand of such Fund Components, theft of such Fund Components from global exchanges or vaults, competition from other forms of digital assets or payments services, global or regional political, economic or financial conditions, and other unforeseen market events and situations.

The digital asset networks relevant to the Fund Components are decentralized to an extent, meaning no single entity owns or operates them. Some digital asset networks, such as the UNI, AAVE, MKR, COMP, YFI, AMP and CRV networks, are collectively maintained by a decentralized user base

The Fund Components are commingled, and the Fund's shareholders have no specific rights to any specific Fund Component. In the event of the insolvency of the Fund, its assets may be inadequate to satisfy a claim by its shareholders.

There is currently no clearing house for the Fund Components, nor is there a central or major depository for the custody of such Fund Components. There is a risk that some or all of the Fund Components could be lost or stolen. There can be no assurance that the Custodian will maintain adequate insurance or that such coverage will cover losses with respect to the Fund Components. Further, transactions in the Fund Components are irrevocable. Stolen or incorrectly transferred Fund Components may be irretrievable. As a result, any incorrectly executed Fund Component transactions could adversely affect an investment in the Shares.

The Securities and Exchange Commission (the "SEC") has stated that certain digital assets may be considered "securities" under the federal securities laws. The test for determining whether a particular digital asset is a "security" is complex and the outcome is difficult to predict. Public, though non-binding, statements by senior officials at the SEC have indicated that the SEC did not consider Bitcoin or Ethereum to be securities, and does not currently consider Bitcoin to be a security. The SEC staff has also provided informal assurances to a handful of promoters that their digital assets are not securities. On the other hand, the SEC has brought enforcement actions against the issuers and promoters of several other digital assets on the basis that the digital assets in question are securities. Such statements are not official policy statements by the SEC and reflect only the speaker's views, which are not binding on the SEC or any other agency or court and cannot be generalized to any other digital asset.

If a Fund Component is determined to be a "security" under federal or state securities laws by the SEC or any other agency, or in a proceeding in a court of law or otherwise, it may have material adverse consequences for such Fund Component.

Grayscale Decentralized Finance (DeFi) Fund LLC
Notes to Financial Statements

8. Risks and Uncertainties (continued)

For example, it may become more difficult for such Fund Component to be traded, cleared and custodied as compared to other digital assets that are not considered to be securities, which could in turn negatively affect the liquidity and general acceptance of such Fund Component and cause users to migrate to other digital assets. As such, any determination that a Fund Component is a security under federal or state securities laws may adversely affect the value of such Fund Component and, as a result, an investment in the Shares.

To the extent that a Fund Component is determined to be a security, the Fund and the Manager may also be subject to additional regulatory requirements, including under the Investment Company Act of 1940, and the Manager may be required to register as an investment adviser under the Investment Advisers Act of 1940. If the Manager determines not to comply with such additional regulatory and registration requirements, the Manager may terminate the Fund. Any such termination could result in the liquidation of the Fund's digital assets at a time that is disadvantageous to shareholders.

As with any computer network, digital asset networks are vulnerable to various kinds of attacks. For example, each digital asset network of the Fund Components, for which it is relevant, is vulnerable to a "51% attack" where, if a malicious actor were to gain control of more than 50% of a network's hash rate, it would be able to gain full control of the network and the ability to manipulate the relevant blockchains on which the respective Fund Components settle.

To the extent a private key required to access a Fund Component address is lost, destroyed or otherwise compromised and no backup of the private key is accessible, the Fund may be unable to access the relevant Fund Component controlled by the private key and the private key will not be capable of being restored by the network of such Fund Component. The processes by which the Fund Component transactions are settled are dependent on the peer-to-peer network of such Fund Component, and as such, the Fund is subject to operational risk. A risk also exists with respect to previously unknown technical vulnerabilities, which may adversely affect the value of the Fund Component.

The Fund relies on third party service providers to perform certain functions essential to its operations. Any disruptions to the Fund's or the Fund's service providers' business operations resulting from business restrictions, quarantines or restrictions on the ability of personnel to perform their jobs as a result of the COVID-19 pandemic could have an adverse impact on the Fund's ability to access critical services and would be disruptive to the operation of the Fund.

Grayscale Decentralized Finance (DeFi) Fund LLC
Notes to Financial Statements

9. Financial Highlights Per Share Performance

	July 14, 2021 (the commencement of the Fund's operations) to June 30, 2022
Per Share Data:	
Net asset value, initial creation	\$ 50.46
Net decrease in net assets from investment operations	
Net investment loss	(1.01)
Net realized and unrealized loss	(37.03)
Net decrease in net assets resulting from operations	(38.04)
Net asset value, end of period	\$ 12.42
Total return	-75.39%
<i>Ratios to average net assets:</i>	
Net investment loss	-2.50%
Expenses	-2.50%

Ratios of net investment loss and expenses to average net assets have been annualized.

An individual shareholder's return, ratios, and per Share performance may vary from those presented above based on the timing of Share transactions.

Total return is calculated assuming an initial investment made at the net asset value at the beginning of the period and assuming redemption on the last day of the period and has not been annualized. The amount shown for a Share outstanding throughout the period may not correlate with the Statement of Operations for the period due to the number of Shares issued in Creations occurring at an operational value derived from an operating metric as defined in the LLC Agreement.

10. Indemnifications

In the normal course of business, the Fund enters into certain contracts that provide a variety of indemnities, including contracts with the Manager and affiliates of the Manager, DCG and its officers, directors, employees, subsidiaries and affiliates, and the Custodian as well as others relating to services provided to the Fund. The Fund's maximum exposure under these and its other indemnities is unknown. However, no liabilities have arisen under these indemnities in the past and, while there can be no assurances in this regard, there is no expectation that any will occur in the future. Therefore, the Manager does not consider it necessary to record a liability in this regard.

Grayscale Decentralized Finance (DeFi) Fund LLC
Notes to Financial Statements

11. Subsequent Events

On July 5, 2022, the Manager of the Fund announced the updated Fund Component weightings for the Fund in connection with its quarterly review. The Manager adjusted the Fund's portfolio by selling the existing Fund Components in proportion to their respective weightings, determined by the Index Provider, and using the cash proceeds to purchase the Existing Fund Components. The Existing Fund Component YFI was removed from the Fund. All proceeds generated from the sale of Existing Fund Components were used to purchase new Fund Components.

As of the end of the day on July 6, 2022, the Fund Components were a basket of 56.35% UNI, 13.49% MKR, 12.44% AAVE, 7.48% CRV, 5.52% AMP, and 4.72% COMP and each Share represented 1.4801 UNI, 0.0019 MKR, 0.0279 AAVE, 1.0858 CRV, 85.3242 AMP, and 0.0145 COMP. The Fund does not generate any income and regularly distributes Fund Components to pay for its ongoing expenses. Therefore, the amount of Fund Components represented by each Share gradually decreases over time.

On July 21, 2022, the SEC filed insider trading charges against a former employee of Coinbase Global, Inc. and two other individuals. In the complaint, the SEC alleged that a digital asset known as AMP is a security under the U.S. federal securities laws. On July 22, 2022, the Index Provider announced that effective July 25, 2022, as a result of these developments, AMP would be removed from the DFX and the weight of AMP in the DFX would be redistributed proportionally to the remaining Index Components, pursuant to the DFX Methodology. In connection with the removal of AMP from the DFX, the Fund removed AMP from the Fund's portfolio and sold the AMP holdings to purchase additional tokens of the remaining Fund Components in proportion to their respective weightings.

As of the end of the day on July 25, 2022, the Fund Components were a basket of 63.49% UNI, 13.78% AAVE, 10.55% MKR, 7.79% CRV, and 4.39% COMP and each Share represented 1.5419 UNI, 0.0291 AAVE, 0.0020 MKR, 1.1328 CRV, and 0.0151 COMP.

As of the close of business on August 18, 2022 the fair value of each Fund Component, determined in accordance with the Fund's accounting policy, was \$7.89 per UNI, \$99.22 per AAVE, \$922.61 per MKR, \$1.18 per CRV and \$58.99 per COMP.

There are no known events that have occurred that require disclosure other than that which has already been disclosed in these notes to the financial statements.

Grayscale Decentralized Finance (DeFi) Fund LLC
Notes to Financial Statements

12. Subsequent Events (unaudited)

On October 3, 2022, the Manager of the Fund entered into a distribution and marketing agreement (the “Distribution and Marketing Agreement”) with Grayscale Securities to assist the Manager in distributing the Shares of the Fund, developing an ongoing marketing plan for the Fund, preparing marketing materials regarding the Shares, including the content on the Fund’s website, and executing the marketing plan for the Fund. As a result, effective October 3, 2022, Grayscale Securities is the distributor and marketer of the Shares. Grayscale Securities is a registered broker-dealer with the SEC and is a member of FINRA.

On October 3, 2022, the Manager entered into a participant agreement (the “Participant Agreement”) with Grayscale Securities, pursuant to which Grayscale Securities has agreed to act as an Authorized Participant of the Fund. The Participant Agreement provides the procedures for the creation of Shares of the Fund through the Authorized Participant, which are substantially similar to the procedures for the creation of Shares set forth in the Fund’s existing participant agreement with Genesis, except that the Authorized Participant may engage one or more service providers (any such service provider, a “Liquidity Provider”) to source digital assets on behalf of the Authorized Participant in connection with the creation of Shares. Effective October 3, 2022, Grayscale Securities is the only acting Authorized Participant of the Fund. Grayscale Securities has engaged Genesis as a Liquidity Provider.

On October 3, 2022, in connection with the entry into the Distribution and Marketing Agreement with Grayscale Securities, the Manager and Genesis agreed to terminate the distribution and marketing agreement, dated November 15, 2019, among the Manager, the Fund and Genesis, pursuant to which Genesis assisted the Manager in distributing the Shares. As a result, effective October 3, 2022, Genesis is no longer acting as the distributor and marketer of the Shares of the Fund.

On October 3, 2022, the Manager and Genesis agreed to terminate the participant agreement, dated January 11, 2019, among the Manager, the Fund and Genesis, which provided the procedures for the creation of Shares. As a result, effective October 3, 2022, Genesis is no longer acting as an Authorized Participant of the Fund but will continue to serve as a Liquidity Provider.

Exhibit 2

Amended and Restated Limited Liability Company Agreement of Grayscale Decentralized Finance (DeFi) Fund
LLC dated as of June 30, 2021

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
GRAYSCALE DECENTRALIZED FINANCE (DEFI) FUND LLC**

Dated June 30, 2021

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EXHIBIT A

Form of Participant Agreement	A-1
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GRAYSCALE DECENTRALIZED FINANCE (DEFI) FUND LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

This **AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT** (this “**Agreement**”) of **GRAYSCALE DECENTRALIZED FINANCE (DEFI) FUND LLC** (the “**Fund**”) is dated June 30, 2021.

* * *

RECITALS

WHEREAS, the Fund was formed and registered by the Manager as a Cayman Islands limited liability company by filing a registration statement pursuant to section 5(2) of the LLC Act with the Registrar on June 10, 2021 (the “**Registration Date**”);

WHEREAS, the Fund is currently governed by the Amended & Restated Limited Liability Agreement dated June 10, 2021 (the “**Existing Agreement**”);

WHEREAS, the Manager desires to amend and restate the Existing Agreement in its entirety to reflect the modifications set out in this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows.

ARTICLE I

DEFINITIONS; THE FUND

SECTION 1.1 *Name.*

The name of the Fund is Grayscale Decentralized Finance (DeFi) Fund LLC. The Fund’s name may be changed at any time by the Manager. The Manager shall cause the Fund to carry out its purposes as set forth in SECTION 1.4.

SECTION 1.2 *Definitions.* As used in this Agreement, the following terms shall have the following meanings unless the context otherwise requires:

“**Actual Exchange Rate**” means, with respect to any particular digital asset, at any time, the price per single unit of such digital asset (determined net of any associated fees) at which the Fund is able to sell such digital asset for U.S. Dollars (or other applicable fiat currency) at such time to enable the Fund to timely pay any Additional Fund Expenses, through use of the Manager’s commercially reasonable efforts to obtain the highest such price.

“**Additional Fund Expenses**” has the meaning set forth in SECTION 5.8(a)(vi).

“Administrator” means any Person from time to time engaged by the Manager to assist in the administration of the Shares.

“Administrator Fee” means the fee payable to the Administrator for services it provides to the Fund, which the Manager shall pay the Administrator as a Manager-paid Expense.

“AEOI” means:

(a) sections 1471 to 1474 of the Code and any associated legislation, regulations or guidance, and any other similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement similar financial account information reporting and/or withholding tax regimes;

(b) the OECD Standard for Automatic Exchange of Financial Account Information in Tax Matters – the Common Reporting Standard and any associated guidance;

(c) any intergovernmental agreement, treaty, regulation, guidance, standard or other agreement between the Cayman Islands (or any Cayman Islands government body) and any other jurisdiction (including any government bodies in such jurisdiction), entered into in order to comply with, facilitate, supplement or implement the legislation, regulations, guidance or standards described in sub-paragraphs (a) and (b); and

(d) any legislation, regulations or guidance in the Cayman Islands that give effect to the matters outlined in the preceding sub-paragraphs.

“Affiliate” means (i) any Person directly or indirectly owning, controlling or holding with power to vote 10% or more of the outstanding voting securities of such Person, (ii) any Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such Person, (iii) any Person, directly or indirectly, controlling, controlled by or under common control of such Person, (iv) any employee, officer, director, member, manager or partner of such Person, or (v) if such Person is an employee, officer, director, member, manager or partner, any Person for which such Person acts in any such capacity.

“Agreement” means this Amended and Restated Limited Liability Company Agreement, as it may at any time or from time to time be amended.

“Annual Report” means (i) the Fund’s most recent annual report prepared and publicly disseminated pursuant to the standards of any Secondary Market on which the Shares are then listed, quoted or traded or (ii) if the Shares are then registered under the Exchange Act, the Fund’s most recent annual report on Form 10-K prepared and filed in accordance with the rules and regulations of the SEC.

“Basket” means a block of 100 Shares.

“Basket Amount” means, for any Trade Date, the sum of (x) the Fund Component Basket Amounts for all Fund Components, (y) the Forked Asset Portion and (z) the Cash Portion, in each case, as of such Trade Date.

“Business Day” means any day other than a Saturday, Sunday or other day on which banks are permitted or required to close for business in New York, New York.

“Cash Account” means any bank account of the Fund in which the Fund holds any portion of its U.S. Dollars.

“Cash Portion” means, for any Trade Date, the amount of U.S. Dollars determined by dividing (x) the amount of U.S. Dollars held by the Fund at 4:00 p.m., New York time, on such Trade Date by (y) the total number of Shares outstanding at such time (with the quotient so obtained calculated to one one-hundred-millionth), and multiplying such quotient by 100.

“CFTC” means the Commodity Futures Trading Commission.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Covered Person” means the Manager and its Affiliates and their respective members, managers, directors, officers, employees, agents and controlling persons.

“Creation Basket” means a Basket issued by the Fund in exchange for the transfer of the Basket Amount to the Fund.

“Creation Order” has the meaning assigned thereto in SECTION 2.2(a)(i).

“Creation Settlement Date” means, with respect to any Creation Order, the Business Day on which such Creation Order settles, as specified in the PA Procedures.

“Custodian” means Coinbase Custody Trust Company, LLC and any other Person or Persons from time to time engaged to provide security or custodian services or related services to the Trust pursuant to authority delegated by the Sponsor.

“Custodian Fee” means the fee payable to the Custodian for the services they provide to the Trust, which the Sponsor shall pay to the Custodian as a Sponsor-paid Expense.

“Digital Asset” means any digital asset (or right with respect thereto) held by the Fund at any given time.

“Digital Asset Accounts” means the accounts holding the Fund’s Digital Assets, which, in the discretion of the Manager, could include an on-blockchain hot or cold wallet or a collection of accounts or sub-accounts maintained by one or more Custodian that represent or relate to the on-blockchain account that holds the Fund’s Digital Assets.

“Digital Asset Benchmark Exchange” means a digital asset benchmark exchange that represents at least 10% of the aggregate trading volume of the Digital Asset Exchange Market for the applicable digital asset during the last 30 consecutive calendar days and that to the knowledge of the Manager is in substantial compliance with the laws, rules and regulations, including any anti-money laundering and know-your-customer procedures. If there are fewer than three individual Digital Asset Benchmark Exchanges each of which represent at least 10% of the aggregate trading volume on the Digital Asset Exchange Market for the applicable digital asset during the last 30 consecutive calendar days, then the Digital Asset Benchmark Exchanges for the applicable digital asset that will serve as the basis for the Digital Asset Reference Rate calculation will be those Digital Asset Benchmark Exchanges that meet the above-described requirements.

“Digital Asset Exchange” means an electronic marketplace where exchange participants may trade, buy and sell digital assets based on bid-ask trading. The largest Digital Asset Exchanges are online and typically trade on a 24-hour basis, publishing transaction price and volume data.

“Digital Asset Exchange Market” means the global market for the trading of digital assets, which consists of transactions on electronic Digital Asset Exchanges.

“Digital Asset Holdings” means, at any time, the aggregate value, expressed in U.S. Dollars, of the Fund’s assets, less its liabilities (which include estimated accrued but unpaid fees and expenses), calculated in accordance with SECTION 7.4.

“Digital Asset Holdings Fee Basis Amount” has the meaning assigned thereto in SECTION 7.4.

“Digital Asset Network” means the online, end-user-to-end-user network hosting a public transaction ledger, known as a blockchain, and the source code comprising the basis for the cryptographic and algorithmic protocols governing the network of a Digital Asset.

“Digital Asset Reference Rate” has the meaning assigned to such term in the Memorandum.

“Distributor” means Genesis Global Trading, Inc. or any other Person from time to time engaged to provide distribution services or related services to the Fund pursuant to authority delegated by the Manager.

“ERISA” means the U.S. Employee Retirement Income Security Act of 1974, as amended.

“Event of Withdrawal” has the meaning set forth in SECTION 10.1(a)(ii) hereof.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“FinCEN” means the Financial Crimes Enforcement Network, a bureau of the U.S. Department of Treasury.

“Fiscal Year” has the meaning set forth in ARTICLE VIII hereof.

“FOIA” means the Freedom of Information Act.

“Fund Accounts” means the Cash Accounts and the Digital Asset Accounts, collectively.

“Forked Asset” means any asset held by the Fund other than a Fund Component or U.S. Dollars, including (i) any right, arising from a fork, airdrop or similar occurrence, to acquire (or otherwise establish dominion and control over) any digital asset or other asset or right and (ii) any Digital Asset or other asset or right acquired by the Fund through the exercise of a right described in the preceding clause (i), in each case, until such time as the Manager designates such asset as a Fund Component.

“Forked Asset Portion” means, for any Trade Date, the amount of U.S. Dollars determined by dividing (x) the aggregate value in U.S. Dollars of the Fund’s Forked Assets at 4:00 p.m., New York time, on such Trade Date (determined by reference to a reputable Digital Asset Exchange as determined by the Manager, or, if possible, a Digital Asset Reference Rate) by (y) the number of Shares outstanding at such time (with the quotient so obtained calculated to one one-hundred-millionth), and multiplying such quotient by 100.

“Fund” means Grayscale Decentralized Finance (DeFi) Fund LLC, a Cayman limited liability company formed and registered on June 10, 2021, the affairs of which are governed by this Agreement.

“Fund Component” means a Digital Asset designated as such by the Manager in accordance with the policies and procedures set forth in the Offering Memorandum.

“Fund Component Aggregate Liability Amount” means, for any Fund Component and any Trade Date, a number of tokens of such Fund Component equal to the sum of (x) all accrued but unpaid Fund Component Fee Amounts for such Fund Component as of 4:00 p.m., New York time, on such Trade Date and (y) the Fund Component Expense Amount for such Fund Component as of 4:00 p.m., New York time, on such Trade Date.

“Fund Component Basket Amount” means, on any Trade Date and with respect to any Fund Component, the number of tokens of such Fund Component required to be delivered in connection with each Creation Basket or Redemption Basket, as determined by dividing the total number of tokens of such Fund Component held by the Fund at 4:00 p.m., New York time, on such Trade Date, after deducting the applicable Fund Component Aggregate Liability Amount, by the number of Shares outstanding at such time (the quotient so obtained calculated to one one-hundred-millionth (i.e., carried to the eighth decimal place)) and multiplying the quotient so obtained for the Fund Component by 100.

“Fund Component Expense Amount” means, for any Fund Component on any Trade Date, (x) the product of (1) the aggregate unpaid Additional Fund Expenses as of 4:00 p.m., New York time, on such Trade Date and (2) the Weighting of such Fund

Component for such Trade Date, divided by (y) the Digital Asset Reference Rate for such Fund Component as of 4:00 p.m., New York time, on such Trade Date.

“Fund Component Fee Amount” has the meaning set forth in SECTION 5.8(a)(ii).

“Fund Component Holdings” means, for any Fund Component and any day, the product of (x) the Digital Asset Reference Rate for such Fund Component and (y) the excess of (1) the aggregate number of tokens of the Fund Component held by the Fund over (2) the accrued and unpaid Fund Component Fee Amounts for such Fund Component, in each case as of 4:00 p.m., New York time, on such day.

“Fund Counsel” has the meaning set forth in SECTION 11.3.

“Fund Property” means all assets held by the Fund, including, but not limited to, (i) all the Digital Assets and Forked Assets in the Fund’s accounts, including the Digital Asset Accounts, (ii) all proceeds from the sale of the Fund’s Digital Assets or Forked Assets, (iii) cash or cash equivalents held by the Fund as a result of sales of Digital Assets or Forked Assets or contributions of the Forked Asset Portion and/or the Cash Portion, and (iv) any rights of the Fund pursuant to any agreements, other than this Agreement, to which the Fund is a party.

“GAAP” means U.S. generally accepted accounting principles.

“Gross Negligence” means, in relation to a Person, a standard of conduct beyond negligence whereby that Person acts with reckless disregard for the consequences of a breach of a duty of care owed to another.

“Index Methodology” — The CoinDesk Defi Index or any other criteria that a digital asset must meet to be eligible for inclusion in the Fund’s portfolio from time to time.

“Liquidator” has the meaning set forth in SECTION 10.2.

“Liquidity Provider” means an entity eligible to facilitate creations or redemptions of Shares on behalf of a Participant in exchange for cash that has entered into a Participant Agreement and has access to a Liquidity Provider Account.

“Liquidity Provider Accounts” means, with respect to any Liquidity Provider, its wallet addresses holding digital assets and bank accounts holding U.S. Dollars known to the Custodian as belonging to such Liquidity Provider.

“LLC Act” means the Limited Liability Companies Act (As Revised) of the Cayman Islands (as amended or any successor statute thereto), as may be further amended from time to time and any successor to such statute.

“Manager” means Grayscale Investments, LLC, or any substitute therefor as provided herein, or any successor thereto by merger or operation of law.

“Manager-paid Expense” and **“Manager-paid Expenses”** have the meaning set forth in SECTION 5.8(a)(vi)

“Manager’s Fee” has the meaning set forth in SECTION 5.8(a)(i).

“Marketer” means Genesis Global Trading, Inc. or any other Person from time to time engaged to provide marketing services or related services to the Fund pursuant to authority delegated by the Manager.

“Marketing Fee” means the fee payable to the Marketer for services it provides to the Fund, which the Manager shall pay the Marketer as a Manager-paid Expense.

“Memorandum” means (i) the confidential private placement memorandum of the Fund, as the same may, at any time and from time to time, be amended or supplemented, or (ii) if the Shares are registered under the Exchange Act, the most recent of (x) any prospectus of the Fund that has been filed with the SEC as a part of the SEC Registration Statement and/or the Cayman Islands Monetary Authority (if applicable) and (y) any report filed by the Fund with the SEC under the Exchange Act that states that it is to be treated as the Memorandum for general purposes or any specific purpose.

“Original Agreement” has the meaning assigned thereto in the recitals.

“PA Procedures” has the meaning assigned thereto in SECTION 2.2(a).

“Participant” means a Person that (i) has entered into a Participant Agreement with the Manager and the Fund and (ii) has access to a Participant Self-Administered Account.

“Participant Agreement” means an agreement among the Fund, the Manager and a Participant, substantially in the form of Exhibit A hereto, as it may be amended or supplemented from time to time in accordance with its terms.

“Participant Self-Administered Accounts” means, with respect to any Participant, the series of wallet addresses holding digital assets and the bank accounts holding U.S. Dollars known to the Manager and the Custodian as belonging to such Participant.

“Percentage Interest” means, with respect to any Shareholder at any time, a fraction, the numerator of which is the number of Shares held by such Shareholder and the denominator of which is the total number of Shares outstanding, in each case as of 4:00 p.m., New York time, on the date of determination.

“Person” means any natural person, partnership, limited liability company, trust, corporation, association, governmental authority or other entity.

“Public Access Law” has the meaning assigned thereto in SECTION 11.7(b).

“Quarterly Report” means (i) the Fund’s most recent quarterly report prepared and publicly disseminated pursuant to the standards of any Secondary Market on which the

Shares are then listed, quoted or traded or (ii) if the Shares are then registered under the Exchange Act, the Fund's most recent quarterly report on Form 10-Q prepared and filed in accordance with the rules and regulations of the SEC.

"Rebalancing Period" means any period (as described in the Memorandum) during which the Manager rebalances the Fund's portfolio in accordance with the policies and procedures set forth in the Memorandum.

"Redemption Basket" means a Basket redeemed by the Fund in exchange for Digital Assets and, if applicable, U.S. Dollars in an amount equal to the Basket Amount.

"Redemption Order" has the meaning assigned thereto in SECTION 4.2(a).

"Redemption Settlement Date" means, with respect to any Redemption Order, the Business Day on which such Redemption Order settles, as specified in the PA Procedures.

"Register" has the meaning assigned thereto in SECTION 7.1(b).

"Registrar" means the Registrar of Limited Liability Companies of the Cayman Islands.

"Registration Statement" has the meaning assigned thereto in the recitals.

"Rules" has the meaning assigned thereto in SECTION 11.3.

"SEC" means the Securities and Exchange Commission.

"SEC Registration Statement" means the most recent registration statement of the Fund, as filed with and declared effective by the SEC, as the same may at any time and from time to time be amended or supplemented.

"Secondary Market" means any marketplace or other alternative trading system, as determined by the Manager, on which the Shares may then be listed, quoted or traded, including, but not limited to, the OTCQX tier of the OTC Markets Group Inc. and NYSE Arca, Inc.

"Securities Act" means the U.S. Securities Act of 1933, as amended.

"Shareholder" means any Person that is admitted as a member of the Fund and owns Shares.

"Shares" means the equal, fractional, undivided interests in the profits, losses, distributions, capital and assets of, and ownership of, the Fund, which Shares shall be issued to the Shareholders as described in Article II with such relative rights and terms as set forth in this Agreement, and references in this Agreement to a Shareholder's membership interests are reference to such Shareholder's Shares.

“Subscription Agreement” means each subscription agreement between the Fund and a Shareholder pursuant to which such Shareholder acquires its Shares in the Fund.

“Total Basket Amount” means, with respect to any Creation Order or Redemption Order, the applicable Basket Amount multiplied by the number of Creation Baskets or Redemption Baskets, as specified in the applicable Creation Order or Redemption Order.

“Trade Date” means, for any Creation Order or Redemption Order, the Business Day on which the Total Basket Amount with respect to such Creation Order or Redemption Order is determined in accordance with the PA Procedures.

“Transfer Agent” means Continental Stock Transfer & Trust Company or any other Person from time to time engaged to provide such services or related services to the Fund pursuant to authority delegated by the Manager.

“U.S. Dollar” means United States dollars.

“Weighting” means, for any Fund Component on any Business Day, a fraction equal to (x) the Fund Component Holdings for such Fund Component for such day, divided by (y) the sum of the Fund Component Holdings for all Fund Components for such day.

SECTION 1.3 *Offices.*

(a) The principal office of the Fund, and such additional offices as the Manager may establish, shall be located at such place or places outside the Cayman Islands as the Manager may designate from time to time in writing to the Shareholders. Initially, the principal office of the Fund shall be at c/o Grayscale Investments, LLC, 290 Harbor Drive, 4th Floor, Stamford, CT 06902.

(b) The registered office of the Fund in the Cayman Islands shall be located at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. The Manager may designate from time to time another registered office in the Cayman Islands by filing the required certificate of amendment to the Registration Statement with the Registrar in accordance with the LLC Act.

SECTION 1.4 *Purposes and Powers.* The Fund is formed for the object and purpose of, and the nature of the activities to be conducted by the Fund is, engaging in any lawful act or activity for which limited liability companies may be formed under the LLC Act and engaging in any and all activities necessary or incidental to the foregoing. Without limiting the generality of the foregoing, the primary purpose of the Fund is to acquire, hold, dispose of and otherwise deal with Digital Assets, any Forked Assets and any assets into which any Digital Asset held by the Fund is converted, including other Digital Assets or cash in U.S. Dollars or other fiat currencies. In furtherance of its purposes, (x) the Fund shall have the power to do all things necessary or convenient to carry on any business or affairs not prohibited by the laws of the Cayman Islands and the Fund shall have the powers set out in section 9(4) of the LLC Act and (y) the Fund shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or for the protection and benefit of the Fund, and shall have, without limitation, any and all of the powers that may be exercised on behalf of the Fund by the Manager or any of its delegates.

SECTION 1.5 *Duration.* The Fund was formed for an unlimited duration. The Fund shall continue until such time as it is wound up pursuant to the provisions of ARTICLE X of this Agreement or otherwise in accordance with the LLC Act.

SECTION 1.6 *Legal Title to Fund Property.* The Shareholders shall not have legal title to any part of the Fund Property. Without limitation to the other provisions of this Agreement, no creditor of any Shareholder shall have any right to obtain possession of, or otherwise exercise legal or equitable remedies with respect to the Fund Property.

ARTICLE II

SHARES; CREATIONS AND ISSUANCE OF CREATION BASKETS

SECTION 2.1 *General.* Persons shall be admitted to the Fund as Shareholders upon their execution of, or adherence to, this Agreement and the acceptance of each such Person's Subscription Agreement by the Fund. Every Shareholder, by virtue of having purchased or otherwise acquired a Share, shall be deemed to have expressly consented and agreed to be bound by the terms of this Agreement.

(b) Each Shareholder agrees that its interest in the Fund shall be measured in Shares and recorded in the Register. The Manager shall update the Register to reflect the issuance, transfer or redemption of Shares from time to time.

(c) Without limitation to the foregoing, the Manager shall have the power and authority, without action or approval by the Shareholders, to cause the Fund to issue Shares from time to time as it deems necessary or desirable. The number of Shares authorized shall be unlimited, and the Shares so authorized may be represented in part by fractional Shares, calculated to one one-hundred-millionth of one Share (*i.e.*, carried to the eighth decimal place). From time to time, the Manager may cause the Fund to divide

or combine the Shares into a greater or lesser number without thereby in any way affecting the rights of the Shareholders without action or approval by the Shareholders. The Fund shall issue Shares solely in exchange for contributions of Digital Assets and, if applicable, U.S. Dollars in accordance with the terms hereof, or for no additional consideration if pursuant to a distribution of a bonus issue of Shares or Share split-up. Subject to the limitations upon, and requirements for, the issuance of Creation Baskets stated herein and in the PA Procedures (as defined below), the number of Creation Baskets that may be issued by the Fund is unlimited.

SECTION 2.2 *Offer of Shares; Procedures for Creation and Issuance of Creation Baskets.*

(a) General. The following procedures, as supplemented by the more detailed procedures specified in the Exhibits, annexes, attachments and procedures, as applicable, to each Participant Agreement (the “**PA Procedures**”), which may be amended from time to time in accordance with the provisions of the relevant Participant Agreement (*provided* that any such amendment shall not constitute an amendment of this Agreement), shall govern the Fund with respect to the creation and issuance of Creation Baskets to Participants, subject to SECTION 2.2(b).

(i) On any Business Day, a Participant may place an order for one or more Creation Baskets (each, a “**Creation Order**”) in the manner provided in the PA Procedures.

(ii) The Manager or its delegate shall process Creation Orders only from Participants with respect to which a Participant Agreement is in full force and effect and only in accordance with the PA Procedures. The Manager or its delegate shall maintain and make available at the Fund’s principal offices during normal business hours a current list of the Participants with respect to which a Participant Agreement is in full force and effect.

(iii) The Fund shall create and issue Creation Baskets only in exchange for transfer to the Fund on the applicable Creation Settlement Date of the applicable Total Basket Amount by the relevant Participant or Liquidity Provider, as applicable.

(iv) The Manager or its delegate has final determination of all questions as to the calculation of the Total Basket Amount at any time.

(v) Transfers of digital assets or U.S. Dollars (if applicable) other than those received from a Participant Self-Administered Account or a Liquidity Provider Account shall be rejected. The expense and risk of delivery, ownership and safekeeping of Fund Components and U.S. Dollars, until such Fund Components and U.S. Dollars have been received and not rejected by the Fund, shall be borne solely by the Participant or a Liquidity Provider, as applicable.

(vi) Upon the transfer of the Total Basket Amount to the Fund Accounts, the Manager or its delegate shall (A) if applicable and instructing the

Custodian as necessary, transfer digital assets included in the Total Basket Amount to the appropriate sub-account of the Digital Asset Accounts, (B) direct the Transfer Agent to credit to the Participant's account the number of Creation Baskets ordered by the Participant and (C) compensate the Liquidity Provider pursuant to the PA Procedures.

(vii) The Fund may accept delivery of U.S. Dollars or any digital asset deliverable as part of the Total Basket Amount by such other means as the Manager, from time to time, may determine to be acceptable for the Fund.

(b) Rejection or Suspension. The Manager or its delegate shall reject a Creation Order if the Creation Order is not in proper form as described in the relevant Participant Agreement or if the fulfillment of the Creation Order, in the opinion of its counsel, might be unlawful. The issuance of Creation Baskets may be suspended by the Manager generally, or refused with respect to a particular Creation Order, for any or no reason, including during any period when the transfer books of the Transfer Agent are closed or if circumstances outside the control of the Manager or its delegate make it for all practicable purposes not feasible to process Creation Orders or for any other reason at any time or from time to time. None of the Manager, its delegates or the Custodian shall be liable for the suspension or rejection of any Creation Order.

(c) Conflict. In the event of any conflict between the procedures described in this SECTION 2.2 and the PA Procedures, the PA Procedures shall control.

(d) Successor Custodian. If a successor to any of the Custodian shall be employed, the Fund and the Manager shall establish procedures acceptable to such successor with respect to the matters addressed in this SECTION 2.2.

SECTION 2.3 *Book-Entry System.*

(a) Shares shall be held in book-entry form by the Transfer Agent. The Manager or its delegate shall direct the Transfer Agent to (i) credit or debit the number of Creation Baskets or Redemption Baskets to the account of the applicable Shareholder and (ii) issue or cancel Creation Baskets or Redemption Baskets, as applicable, at the direction of the Manager or its delegate.

(b) The Manager or its delegate may cause the Fund to issue Shares in certificated form in its sole discretion.

SECTION 2.4 *Distributions.*

(a) Subject to applicable law, the Fund may make distributions on Shares either in cash or in kind.

(b) Distributions on Shares, if any, may be made with such frequency as the Manager may determine, which may be daily or otherwise, to the Shareholders, from the Fund Property, after providing for actual and accrued liabilities. All distributions on

Shares shall be made *pro rata* to the Shareholders in proportion to their respective Percentage Interests at the date and time of record established for such distribution.

SECTION 2.5 *Voting Rights.*

Notwithstanding any other provision hereof, on each matter submitted to a vote of the Shareholders, each Shareholder shall be entitled to a proportionate vote based upon its Percentage Interest at such time.

ARTICLE III

TRANSFERS OF SHARES

SECTION 3.1 *General Prohibition.* A Shareholder may not sell, assign, transfer or otherwise dispose of, or pledge, mortgage, charge, hypothecate, grant any other security interest over or in any manner encumber any or all of its Shares or any part of its right, title and interest in the Fund Property except as permitted in this ARTICLE III and any act in violation of this ARTICLE III shall be of no effect and shall not be binding upon or recognized by the Fund (regardless of whether the Manager shall have knowledge thereof), unless approved in writing by the Manager.

SECTION 3.2 *Restricted Securities.*

Except for Shares transferred in a transaction registered under the Securities Act, the Shares are “restricted securities” that cannot be resold, pledged or otherwise transferred without registration under the Securities Act and state securities laws or exemption therefrom and may not be resold, pledged or otherwise transferred without the prior written consent of the Manager, which it may withhold in its sole discretion for any reason or for no reason. The Manager may provide, or otherwise waive the requirement for, such written consent by notice to Shareholders at any time.

SECTION 3.3 *Transfer of Shares Generally.*

Shares shall be transferable on the books of account for the Fund only by the record holder thereof or by his or her duly authorized agent upon delivery to the Manager or the Transfer Agent or similar agent of a duly executed instrument of transfer, and such evidence of the genuineness of each such execution and authorization and of such other matters and documents as may be required by the Manager. Upon such delivery, and subject to any further requirements specified by the Manager, the transfer shall be recorded on the books of account for the Fund, including the Register, and such transferee shall be admitted as a member of the Fund. Until a transfer is so recorded, the Shareholder of record of Shares shall be deemed to be the Shareholder with respect to such Shares for all purposes hereunder and neither the Manager nor the Fund, nor the Transfer Agent or any similar agent or registrar or any officer, employee or agent of the Fund, shall be affected by any notice of a proposed transfer.

ARTICLE IV

REDEMPTIONS

SECTION 4.1 *Unavailability of Redemption Program.* Unless otherwise determined by the Manager in its sole discretion following the Fund's receipt of regulatory approval therefor and registration, to the extent required, with the Cayman Islands Monetary Authority under the laws and regulations of the Cayman Islands after making such modifications to this Agreement and the Memorandum as may be necessary to effect such registration, the Fund shall not offer a redemption program for the Shares. The Fund may, but shall not be required to, seek regulatory approval to operate a redemption program. If any redemption program is approved, then any redemption authorized by the Manager shall be subject to the provisions of this ARTICLE IV.

SECTION 4.2 *Redemption of Redemption Baskets.*

(a) General. Upon the approval of a redemption program and authorization by the Manager, the following procedures, as supplemented by the PA Procedures, which may be amended from time to time in accordance with the provisions of the Participant Agreement, shall govern the Fund with respect to the redemption of Redemption Baskets, subject to SECTION 5.2(b).

(i) On any Business Day, a Participant may place an order to redeem Redemption Baskets (each, a **"Redemption Order"**) in the manner provided in the PA Procedures.

(ii) The Manager or its delegates shall process Redemption Orders only from Participants with respect to which a Participant Agreement is in full force and effect.

(iii) The Fund shall redeem Redemption Baskets only in exchange for deposit with the Transfer Agent on the Redemption Settlement Date of the total number of Baskets indicated in the Participant's Redemption Order.

(iv) Upon the Fund's receipt of the total number of Baskets indicated in the Participant's Redemption Order, the Manager or its delegate shall instruct the Transfer Agent to cancel the Shares in the Baskets so redeemed. The Manager or its delegate shall, instructing the Custodian as necessary, transfer the Total Basket Amount to the relevant Participant Self-Administered Accounts or the relevant Liquidity Provider Accounts, as applicable.

(v) The Manager or its delegate has final determination of all questions as to the determination of the Total Basket Amount at any time.

(vi) The Total Basket Amount shall be delivered only to Participant Self-Administered Accounts or Liquidity Provider Accounts.

(vii) The Total Basket Amount shall be subject to the deduction of any applicable tax or other governmental charges that may be due.

(b) Rejection or Suspension. The Manager or its delegate shall reject a Redemption Order if the Redemption Order is not in proper form as described in the relevant Participant Agreement or if the fulfillment of the Redemption Order, in the opinion of its counsel, might be unlawful. The redemption of Baskets may be suspended by the Manager generally, or refused with respect to a particular Redemption Order, for any or no reason (either in whole or in part), including during any period when the transfer books of the Transfer Agent are closed or if circumstances outside the control of the Manager or its delegate make it for all practicable purposes not feasible to process Redemption Orders or for any other reason at any time or from time to time. None of the Manager, its delegates or the Custodian shall be liable for the suspension or rejection of any Redemption Order.

(c) Conflict. In the event of any conflict between the procedures described in this SECTION 4.2 and the PA Procedures, the PA Procedures shall control.

SECTION 4.3 *Other Redemption Procedures.* The Manager or its delegates from time to time may, but shall have no obligation to, establish procedures with respect to redemption of Shares in lot sizes smaller than the Redemption Basket and permitting the redemption distribution to be delivered in a manner other than that specified in SECTION 4.2. Without limitation to the foregoing, the Manager, acting in its sole discretion, may cause the Fund to effect compulsory redemptions of Shares from time to time.

ARTICLE V

THE MANAGER

SECTION 5.1 *Management of the Fund and Delegation.* The management of the Fund shall be vested exclusively in the Manager.

(b) The Manager shall have the power to do any and all acts which are deemed necessary, convenient or incidental to, or for the furtherance of, the purposes of the Fund as described in this Agreement and may exercise all the powers of the Fund. The Manager is authorized to execute, deliver and file, in the name of and on behalf of the Fund, any and all documents, agreements, certificates, receipts, instruments, forms, letters or similar documents and to do or cause to be done any other actions as the Manager may deem necessary or desirable, except as may be limited by the LLC Act or the terms of this Agreement.

(c) The Manager may delegate, as provided herein, the duty and authority to manage the affairs of the Fund. Any determination as to what is in the interests of the Fund made by the Manager in good faith shall be conclusive. In construing the provisions of this Agreement, the presumption shall be in favor of a grant of power to the Manager, but subject, for the avoidance of doubt, to the restrictions, prohibitions and

limitations expressly set forth in this Agreement. The enumeration of any specific power in this Agreement shall not be construed as limiting the aforesaid power.

(d) The Manager may appoint such officers of the Fund as may be deemed necessary or advisable, on such terms as may be determined by the Manager and with such powers and authorities as may be delegated to such officers. Officers shall be subject to removal by the Manager at any time. To the extent specified by the Manager, the officers shall have the authority to act on behalf of, bind and execute and deliver documents in the name and on behalf of the Fund, except as may be limited by the LLC Act or the terms of this Agreement. No such delegation shall cause any Manager to cease to be a manager of the Fund nor cause an officer to be a manager for the purposes of the LLC Act.

(e) The Manager may appoint any person, firm or corporation to act as an authorized person or service provider to the Fund and may entrust to and confer upon any such authorized persons or service providers any of the functions, duties, powers and discretions exercisable by the Manager, upon such terms and conditions (including as to remuneration payable by the Fund) and with such powers of delegation, but subject to such restrictions, as the Manager thinks fit. Without limiting the generality of the foregoing, such service providers may include investment managers, investment advisers, administrators, registrars, transfer agents, Custodian and prime brokers.

(f) Without limitation to the foregoing, the Manager may by power of attorney or otherwise appoint any company, firm, person or body of persons to be the attorney or authorized signatory of the Fund for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Manager under this Agreement) and for such period and subject to such conditions as the Manager may think fit.

SECTION 5.2 *Authority of Manager.* In addition to, and not in limitation of, any rights and powers conferred by law or other provisions of this Agreement, including SECTION 5.1 above, and except as limited, restricted or prohibited by the express provisions of this Agreement or the LLC Act, the Manager's powers and rights shall include, without limitation, the following:

(a) To enter into, execute, accept, deliver and maintain, and to cause the Fund to perform its obligations under, contracts, agreements and any or all other documents and instruments incidental to the Fund's purposes, and to do and perform all such acts as may be in furtherance of the Fund's purposes, or necessary or appropriate for the offer and sale of the Shares, including, but not limited to, causing the Fund to enter into (i) contracts or agreements with the Manager or an Affiliate, *provided* that any such contract or agreement does not conflict with clause (ii) below and (ii) contracts with third parties for various services, it being understood that any document or instrument executed or accepted by the Manager in the Manager's name shall be deemed executed and accepted on behalf of the Fund by the Manager, *provided, however*, that such services may be performed by an Affiliate or Affiliates of the Manager as long as the Manager has made a good faith determination that (A) the Affiliate that it proposes to engage to perform such

services is qualified to do so (considering the prior experience of the Affiliate or the individuals employed by the Affiliate); (B) the terms and conditions of the agreement pursuant to which such Affiliate is to perform services for the Fund are no less favorable to the Fund than could be obtained from equally-qualified unaffiliated third parties; and (C) the maximum period covered by the agreement pursuant to which such Affiliate is to perform services for the Fund shall not exceed one year, and such agreement shall be terminable without penalty upon one hundred twenty (120) days' prior written notice by the Fund;

(b) To establish, maintain, deposit into, and sign checks and/or otherwise draw upon, accounts on behalf of the Fund with appropriate banking and savings institutions;

(c) To deposit, withdraw, pay, retain and distribute the Fund Property or any portion thereof in any manner consistent with the provisions of this Agreement;

(d) To establish, and change at any time, the Index Methodology;

(e) To purchase and sell Digital Assets in connection with any rebalancing of the Fund's portfolio or changes to the Index Methodology;

(f) To supervise the preparation of the Memorandum and supplements and amendments thereto;

(g) To make or authorize the making of distributions to the Shareholders and payments of expenses of the Fund, in each case, out of the Fund Property;

(h) To prepare, or cause to be prepared, and file, or cause to be filed, an application to register any Shares under the Securities Act and/or the Exchange Act and to take any other action and execute and deliver any certificates or documents that may be necessary to effectuate such registration;

(i) To prepare, or cause to be prepared, and file, or cause to be filed, an application to enable the Shares to be listed, quoted or traded on any Secondary Market and to take any other action and execute and deliver any certificates or documents that may be necessary to effectuate such listing, quotation or trading;

(j) To appoint one or more Custodian, including itself or an Affiliate, to provide for custodial or non-custodial security services, or to determine not to appoint any Custodian, and to otherwise take any action with respect to the Custodian to safeguard the Fund Property;

(k) In the sole and absolute discretion of the Manager, to admit an Affiliate or Affiliates of the Manager as additional Managers;

(l) To delegate those of its duties hereunder as it shall determine from time to time to one or more Distributors, and add any additional service providers, if needed and as applicable;

(m) To perform such other services as the Manager believes that the Fund may from time to time require;

(n) To determine, in good faith, which peer-to-peer network, among a group of incompatible forks of any Digital Asset Network, is generally accepted as the relevant Digital Asset and should therefore be considered that Digital Asset for the Fund's purposes, which the Manager will determine based on a variety of then relevant factors, including (but not limited to) the following: (i) the Manager's beliefs regarding expectations of the core developers of the relevant Digital Asset, users, services businesses, miners and other constituencies and (ii) the actual, continued development, acceptance, mining power and community engagement; and

(o) In general, to do everything necessary, suitable or proper for the accomplishment of any purpose or the attainment of any objective or the furtherance of any power herein set forth, either alone or in association with others, and to do every other act or thing incidental or appurtenant to, or growing out of or connected with, the aforesaid purposes, objects or powers.

SECTION 5.3 *Obligations of the Manager.* In addition to the obligations expressly provided by the LLC Act or this Agreement, the Manager shall:

(a) Devote such of its time to the affairs of the Fund as it shall, in its discretion exercised in good faith, determine to be necessary to carry out the purposes of the Fund, as set forth in SECTION 1.4, for the benefit of the Shareholders;

(b) Execute, file, record and/or publish all certificates, statements and other documents and do any and all other things as may be appropriate for the formation, qualification and operation of the Fund and for the conduct of its affairs in all appropriate jurisdictions;

(c) Retain independent public accountants to audit the accounts of the Fund;

(d) Employ attorneys to represent the Manager and, as necessary, the Fund;

(e) Select and enter into agreements with any service provider to the Fund;

(f) Monitor all fees charged to the Fund, and the services rendered by the service providers to the Fund, to determine whether the fees paid by, and the services rendered to, the Fund are at competitive rates and are the best price and services available under the circumstances, and if necessary, renegotiate the fee structure to obtain such rates and services for the Fund;

(g) Have fiduciary responsibility for the safekeeping and use of the Fund Property, whether or not in the Manager's immediate possession or control;

(h) Not employ or permit others to employ the Fund Property in any manner except for the benefit of the Fund, including, among other things, the utilization of any portion of the Fund Property as compensating balances for the exclusive benefit of the Manager;

(i) At all times act with integrity and good faith and exercise due diligence in all activities relating to the Fund and in resolving conflicts of interest;

(j) Enter into a Participant Agreement with each Participant and discharge the duties and responsibilities of the Fund and the Manager thereunder;

(k) Receive directly or through its delegates from Participants and process properly submitted Creation Orders, as described in SECTION 2.2(a);

(l) Receive directly or through its delegates from Participants and process properly submitted Redemption Orders (if authorized under applicable law), as described in SECTION 4.2(a), or as may from time to time be permitted by SECTION 4.3;

(m) Interact with the Custodian and any other party as required;

(n) If the Shares are listed, quoted or traded on any Secondary Market, cause the Fund to comply with all rules, orders and regulations of such Secondary Market to which the Fund is subject as a result of the listing, quotation or trading of the Shares on such Secondary Market, and take all such other actions that may reasonably be taken and are necessary for the Shares to remain listed, quoted or traded on such Secondary Market until the Fund is terminated or the Shares are no longer listed, quoted or traded on such Secondary Market;

(o) If the Shares are transferred in a transaction registered under the Securities Act or registered under the Exchange Act, cause the Fund to comply with all rules, orders and regulations of the SEC and take all such other actions as may reasonably be taken and are necessary for the Shares to remain registered under the Exchange Act until the Fund is terminated or the Shares are no longer registered under the Exchange Act; and

(p) Take all actions to prepare and, to the extent required by this Agreement or by law, mail to Shareholders any reports, press releases or statements, financial or otherwise, that the Manager determines are required to be provided to Shareholders by applicable law or governmental regulation or the requirements of any Secondary Market on which the Shares are listed, quoted or traded or, if any Shares are transferred in a transaction registered under the Securities Act or registered under the Exchange Act, the SEC, as applicable.

The foregoing clauses of SECTION 5.2 and SECTION 5.2(n) shall be construed both as objects and powers, and the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the general powers of the Manager. Any action by the Manager hereunder shall be deemed an action on behalf of the Fund, and not an action in an individual capacity.

SECTION 5.4 *General Prohibitions.* The Fund shall not, and the Manager shall not have the power to cause the Fund to:

(a) If the redemption of Shares is not authorized pursuant to SECTION 4.1, redeem any Shares other than upon the winding up, liquidation and dissolution of the Fund;

(b) Borrow money from, or loan money to, any Shareholder, the Manager or any other Person;

(c) Create, incur, assume or suffer to exist any lien, mortgage, charge, pledge, conditional sales or other title retention agreement, charge, security interest or encumbrance on or with respect to the Fund Property, except liens for taxes not delinquent or being contested in good faith and by appropriate proceedings and for which appropriate reserves have been established;

(d) Commingle the Fund Property with the assets of any other Person, provided that any delay between the sale of Fund Property to a third party and transfer of such Fund Property from the Fund Accounts to such third party in settlement of such sale shall not be deemed to contravene this provision;

(e) Permit rebates to be received by the Manager or any Affiliate of the Manager, or permit the Manager or any Affiliate of the Manager to engage in any reciprocal business arrangements which would circumvent the foregoing prohibition;

(f) Enter into any contract with the Manager or an Affiliate of the Manager (A) that, except for selling agreements for the sale of Shares, has a term of more than one year and that does not provide that it may be canceled by the Fund without penalty on sixty (60) days prior written notice or (B) for the provision of services, except at rates and terms at least as favorable as those that may be obtained from third parties in arm's length negotiations; or

(g) Enter into any exclusive brokerage contract.

SECTION 5.5 *Liability of Covered Persons.* A Covered Person shall have no liability to the Fund or to any Shareholder or other Covered Person for any loss suffered by the Fund which arises out of any action or inaction of such Covered Person if such Covered Person, in good faith, determined that such course of conduct was in the best interest of the Fund and such course of conduct did not constitute actual fraud, Gross Negligence, bad faith or willful misconduct of such Covered Person. Subject to the foregoing, neither the Manager nor any other Covered Person shall be personally liable for the return or repayment of all or any portion of the Digital Assets transferred, or the purchase price otherwise paid, by a Shareholder for its Shares, it being expressly agreed that any such return made pursuant to this Agreement shall be made solely from the assets of the Fund without any rights of contribution from the Manager or any other Covered Person. A Covered Person shall not be liable for the conduct or misconduct of any delegatee selected by the Manager with reasonable care.

SECTION 5.6 *Duties of the Manager.*

(a) To the extent that, at law or in equity, the Manager has duties (including fiduciary duties) and liabilities relating thereto to the Fund, the Shareholders or any other Person, the Manager acting under this Agreement shall not be liable to the Fund, the Shareholders or any other Person for its good faith reliance on the provisions of this Agreement subject to the standard of care set forth in SECTION 5.5 herein. In fulfilling its duties, the Manager may take into account such factors as the Manager deems appropriate or necessary. Neither the Manager nor any other manager of the Fund shall be subject to any other or different standard and, to the extent that, at law or in equity, any Manager has duties (including fiduciary duties) and liabilities, all such duties and liabilities are replaced by the duties and liabilities of a Manager expressly set forth in this Agreement. To the fullest extent permitted by law, no Person other than the Manager shall have any duties (including fiduciary duties) or liabilities at law or in equity to the Fund, the Shareholders or any other Person.

(b) Unless otherwise expressly provided herein, (i) whenever a conflict of interest exists or arises between the Manager or any of its Affiliates, on the one hand, and the Fund, any Shareholder or any other Person, on the other hand; or (ii) whenever this Agreement or any other agreement contemplated herein provides that the Manager shall act in a manner that is, or provides terms that are, fair and reasonable to the Fund, any Shareholder or any other Person, the Manager shall resolve such conflict of interest, take such action or provide such terms, considering in each case the relative interest of each party (including its own interest) to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable generally accepted accounting practices or principles. In the absence of bad faith by the Manager, the resolution, action or terms so made, taken or provided by the Manager shall not constitute a breach of this Agreement or any other agreement contemplated herein or of any duty or obligation of the Manager at law or in equity or otherwise.

(c) The Manager and any Affiliate of the Manager may engage in or possess an interest in profit-seeking or business ventures of any nature or description,

independently or with others, whether or not such ventures are competitive with the Fund and the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to the Manager. If the Manager acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Fund, it shall have no duty to communicate or offer such opportunity to the Fund, and the Manager shall not be liable to the Fund or to the Shareholders for breach of any fiduciary or other duty by reason of the fact that the Manager pursues or acquires for, or directs such opportunity to, another Person or does not communicate such opportunity or information to the Fund. Neither the Fund nor any Shareholder shall have any rights or obligations by virtue of this Agreement in or to such independent ventures or the income or profits or losses derived therefrom, and the pursuit of such ventures, even if competitive with the purposes of the Fund, shall not be deemed wrongful or improper. Except to the extent expressly provided herein, the Manager may engage or be interested in any financial or other transaction with the Fund, the Shareholders or any Affiliate of the Fund or the Shareholders.

(d) To the fullest extent permitted by law and notwithstanding any other provision of this Agreement or in any agreement contemplated herein or applicable provisions of law or equity or otherwise, whenever in this Agreement a Person is permitted or required to make a decision (a) in its “sole discretion” or “discretion” or under a grant of similar authority or latitude, the Person shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Fund, the Shareholders or any other Person, or (b) in its “good faith” or under another express standard, the Person shall act under such express standard and shall not be subject to any other or different standard. The term “good faith” as used in this Agreement shall mean subjective good faith and the duty of the Manager to act in “good faith” shall mean that the Manager shall be required to act honestly in its dealings with respect to the powers which have been conferred on the Manager in its capacity as a manager of the Fund and shall not, to the fullest extent permitted by applicable law, be held to any higher or different standard.

SECTION 5.7 *Indemnification of the Manager.*

(a) The Manager shall be indemnified by the Fund against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it in connection with its activities for the Fund, provided that (i) the Manager was acting on behalf of, or performing services for, the Fund and has determined, in good faith, that such course of conduct was in the best interests of the Fund and such liability or loss was not the result of actual fraud, Gross Negligence, bad faith, willful misconduct, or a material breach of this Agreement on the part of the Manager and (ii) any such indemnification will be recoverable only from the Fund Property. All rights to indemnification permitted herein and payment of associated expenses shall not be affected by the dissolution or other cessation of existence of the Manager, or the withdrawal, adjudication of bankruptcy or insolvency of the Manager, or the filing of a voluntary or involuntary petition in bankruptcy under Title 11 of the United States Code by or against the Manager.

(b) Notwithstanding the provisions of SECTION 5.7(a) above, the Manager, any Participant and any other Person acting as a broker-dealer for the Fund shall

not be indemnified for any losses, liabilities or expenses arising from or out of an alleged violation of U.S. federal or state or non-U.S. securities laws unless (i) there has been a successful adjudication on the merits of each count involving alleged securities law violations as to the particular indemnitee and the court approves the indemnification of such expenses (including, without limitation, litigation costs), (ii) such claims have been dismissed with prejudice on the merits by a court of competent jurisdiction as to the particular indemnitee and the court approves the indemnification of such expenses (including, without limitation, litigation costs) or (iii) a court of competent jurisdiction approves a settlement of the claims against a particular indemnitee and finds that indemnification of the settlement and related costs should be made.

(c) The Fund shall not incur the cost of that portion of any insurance that insures any party against any liability, the indemnification of which is herein prohibited.

(d) Expenses incurred in defending a threatened or pending civil, administrative or criminal action suit or proceeding against the Manager shall be paid by the Fund in advance of the final disposition of such action, suit or proceeding, if (i) the legal action relates to the performance of duties or services by the Manager on behalf of the Fund; (ii) the legal action is initiated by a third party who is not a Shareholder or the legal action is initiated by a Shareholder and a court of competent jurisdiction specifically approves such advance; and (iii) the Manager undertakes to repay the advanced funds with interest to the Fund in cases in which it is not entitled to indemnification under this SECTION 5.7.

(e) The term “Manager” as used only in this SECTION 5.7 shall include, in addition to the Manager, any other Covered Person performing services on behalf of the Fund and acting within the scope of the Manager’s authority as set forth in this Agreement.

(f) In the event the Fund is made a party to any claim, dispute, demand or litigation or otherwise incurs any loss, liability, damage, cost or expense as a result of or in connection with any Shareholder’s (or assignee’s) obligations or liabilities unrelated to Fund affairs, such Shareholder (or assignees cumulatively) shall indemnify, defend, hold harmless, and reimburse the Fund for all such loss, liability, damage, cost and expense incurred, including attorneys’ and accountants’ fees.

SECTION 5.8 *Expenses and Limitations Thereon.*

(a) Manager’s Fee.

(i) The Fund shall pay to the Manager, in the manner set forth in SECTION 5.8(a)(ii), a fee (the “**Manager’s Fee**”), payable in Fund Components (except as provided in SECTION 5.8(a)(v)), which shall accrue daily in U.S. Dollars at an annual rate of 2.5% of the Digital Asset Holdings Fee Basis Amount of the Fund as of 4:00 p.m., New York time; *provided* that (x) for a day that is not a Business Day or (y) during a Rebalancing Period, the calculation shall be based

on the Digital Asset Holdings Fee Basis Amount from the most recent Business Day. The Manager's Fee is payable to the Manager monthly in arrears.

(ii) The amount of each Fund Component payable in respect of each daily U.S. Dollar accrual of the Manager's Fee (each, a "**Fund Component Fee Amount**") shall be determined by (x) multiplying (1) the amount of such U.S. Dollar accrual by (2) the Weighting of such Fund Component on such day (for the avoidance of doubt, determined without taking into account the Fund Component Fee Amounts for such day) and (y) dividing (1) the product so obtained by (2) the Digital Asset Reference Rate for such Fund Component as of 4:00 p.m., New York time, on such day; *provided* that for any day that is not a Business Day or during a Rebalancing Period for which the Digital Asset Holdings Fee Basis Amount is not calculated, the amount of each Fund Component payable in respect of such day's U.S. Dollar accrual of the Manager's Fee shall be determined by reference to the Fund Component Fee Amount from the most recent Business Day.

(iii) Except as provided in SECTION 5.8(a)(v), to cause the Fund to pay the Manager's Fee, the Manager shall, instructing the Custodian as necessary, withdraw from the relevant Digital Asset Account the number of tokens of each Fund Component equal to the Fund Component Fee Amount for such Fund Component and transfer such tokens of all Fund Components to the Manager's account at such times as the Manager determines in its absolute discretion.

(iv) After the payment of the Manager's Fee to the Manager, the Manager may elect to convert the any digital assets it receives into U.S. Dollars. The Shareholders acknowledge that the rate at which the Manager converts such digital assets into U.S. Dollars may differ from the rate at which the Manager's Fee was initially converted into Digital Assets. The Fund shall not be responsible for any fees and expenses incurred by the Manager to convert Digital Assets received in payment of the Manager's Fee into U.S. Dollars.

(v) If the Fund holds any Forked Assets or cash at any time, the Fund may pay the Manager's Fee, in whole or in part, with such Forked Assets or cash, in which case, the Fund Component Fee Amounts in respect of such payment shall be correspondingly and proportionally reduced.

(vi) The Manager may, from time to time, temporarily waive all or a portion of the Manager's Fee in its sole discretion.

(vii) As consideration for receipt of the Manager's Fee, the Manager shall assume and pay the following fees and other expenses incurred by the Fund in the ordinary course of its affairs, excluding taxes: (i) the Marketing Fee, (ii) the Administrator Fee, (iii) the Custodian Fee, (iv) the Transfer Agent fee, (v) the fees and expenses related to the listing, quotation or trading of the Shares on any Secondary Market (including customary legal, marketing and audit fees and expenses) in an amount up to \$600,000 in any given Fiscal Year, (vi) ordinary course legal fees and expenses, (vii) audit fees, (viii) regulatory fees, including, if

applicable, any fees relating to the registration of the Shares under the Securities Act or the Exchange Act and fees relating to registration and any other regulatory requirements in the Cayman Islands, (ix) printing and mailing costs, (x) costs of maintaining the Fund's website and (xi) applicable license fees (each, a "**Manager-paid Expense**" and together, the "**Manager-paid Expenses**").

(b) Additional Fund Expenses.

(i) The Fund shall pay any expenses incurred by the Fund in addition to the Manager's Fee that are not Manager-paid Expenses, including, but not limited to, (i) taxes and governmental charges, (ii) expenses and costs of any extraordinary services performed by the Manager (or any other service provider) on behalf of the Fund to protect the Fund or the interests of Shareholders (including in connection with any Forked Assets), (iii) any indemnification of the Custodian or other agents, service providers or counterparties of the Fund, (iv) the fees and expenses related to the listing, quotation or trading of the Shares on any Secondary Market (including legal, marketing and audit fees and expenses) to the extent exceeding \$600,000 in any given Fiscal Year and (v) extraordinary legal fees and expenses, including any legal fees and expenses incurred in connection with litigation, regulatory enforcement or investigation matters (collectively, "**Additional Fund Expenses**").

(ii) Except as provided in SECTION 5.8(b)(iii), to cause the Fund to pay the Additional Fund Expenses, if any, the Manager or its delegates shall, instructing the Custodian as necessary, (i) withdraw from the Digital Asset Accounts Fund Components in proportion to their respective Weightings at such time and in such quantity as may be necessary to permit payment of such Additional Fund Expenses and (ii) may either (x) cause the Fund (or its delegate) to convert such Fund Components into U.S. Dollars or other fiat currencies at the Actual Exchange Rate or (y) cause the Fund (or its delegate) to deliver such Fund Components in kind in satisfaction of such Additional Fund Expenses.

(iii) If the Fund holds any Forked Assets or cash at any time, the Fund may pay any Additional Fund Expenses, in whole or in part, with such Forked Assets or cash, in which case, the amount of Fund Components that would otherwise have been used to satisfy such Additional Fund Expenses pursuant to Section 5.8(b)(ii) shall be correspondingly and proportionally reduced.

(c) The Manager or any Affiliate of the Manager may be reimbursed only for the actual cost to the Manager or such Affiliate of any expenses that it advances on behalf of the Fund for payment of which the Fund is responsible. In addition, payment to the Manager or such Affiliate for indirect expenses incurred in performing services for the Fund in its capacity as the Manager (or an Affiliate of the Manager) of the Fund, such as salaries and fringe benefits of officers and directors, rent or depreciation, utilities and other administrative items generally falling within the category of the Manager's "overhead," is prohibited.

SECTION 5.9 *Business of Shareholders.* Except as otherwise specifically provided herein, any of the Shareholders and any shareholder, officer, director, employee or other Person holding a legal or beneficial interest in an entity that is a Shareholder, may engage in or possess an interest in business ventures of every nature and description, independently or with others, and the pursuit of such ventures, even if competitive with the affairs of the Fund, shall not be deemed wrongful or improper.

SECTION 5.10 *Voluntary Withdrawal of the Manager.* The Manager may withdraw voluntarily as the Manager of the Fund only upon one hundred and twenty (120) days' prior written notice to all Shareholders. If the withdrawing Manager is the last remaining Manager, the Shareholders holding Shares equal to at least a majority (over 50%) of the Shares may vote to elect and appoint, effective immediately, a successor Manager who shall carry on the affairs of the Fund. If the Manager withdraws and a successor Manager is named, the withdrawing Manager shall pay all expenses as a result of its withdrawal and shall make filings with the Registrar as are necessary to appoint the successor Manager.

SECTION 5.11 *Authorization of Memorandum.* To the maximum extent permitted by applicable law, each Shareholder (or any permitted assignee thereof) hereby agrees that the Fund and the Manager are authorized to execute, deliver and perform the agreements, acts, transactions and matters contemplated hereby or described in, or contemplated by, the Memorandum on behalf of the Fund without any further act, approval or vote of the Shareholders, notwithstanding any other provision of this Agreement, the LLC Act or any applicable law, rule or regulation.

SECTION 5.12 *Litigation.* The Manager is hereby authorized to prosecute, defend, settle or compromise actions or claims at law or in equity as may be necessary or proper to enforce or protect the Fund's interests. The Manager shall satisfy any judgment, decree or decision of any court, board or authority having jurisdiction or any settlement of any suit or claim prior to judgment or final decision thereon, first, out of any insurance proceeds available therefor, next, out of the Fund's assets and, thereafter, out of the assets (to the extent that it is permitted to do so under the various other provisions of this Agreement) of the Manager.

SECTION 5.13 *Bankruptcy; Merger of the Manager.*

(a) The Manager shall not cease to be a Manager of the Fund merely upon the occurrence of its making an assignment for the benefit of creditors, filing a voluntary petition in bankruptcy, filing a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, filing an answer or other pleading admitting or failing to contest material allegations of a petition filed against it in any proceeding of this nature or seeking, consenting to or acquiescing in the appointment of a trustee, receiver or liquidator for itself or of all or any substantial part of its properties.

(b) To the fullest extent permitted by law, and on sixty (60) days' prior written notice to the Shareholders of their right to vote thereon, if any such transaction is

other than with an affiliated entity, nothing in this Agreement shall be deemed to prevent the merger of the Manager with another corporation or other entity, the reorganization of the Manager into or with any other corporation or other entity, the transfer of all the capital stock of the Manager or the assumption of the rights, duties and liabilities of the Manager by, in the case of a merger, reorganization or consolidation, the surviving corporation or other entity by operation of law. Without limiting the foregoing, none of the transactions referenced in the preceding sentence shall be deemed to be a voluntary withdrawal for purposes of SECTION 5.10 or an Event of Withdrawal for purposes of SECTION 10.1(a)(ii).

ARTICLE VI

THE SHAREHOLDERS

SECTION 6.1 *No Management or Control; Limited Liability; Exercise of Rights through a Participant.* The Shareholders shall not participate in the management or control of the Fund nor shall they enter into any transaction on behalf of the Fund or have the power to sign for or bind the Fund, said power being vested solely and exclusively in the Manager. Except as provided in SECTION 6.3 hereof, no Shareholder shall be bound by, or be personally liable for, the expenses, liabilities or obligations of the Fund in excess of its Percentage Interest of the Fund Property or any other amount that such Shareholder has expressly agreed to contribute to the Fund. Except as provided in SECTION 6.3 hereof, no Shareholder shall be required to make any further contribution to the Fund and no assessment shall be made against any Shareholder. No salary shall be paid to any Shareholder in its capacity as a Shareholder, nor shall any Shareholder have a drawing account or earn interest on its Percentage Interest of the Fund Property. By the purchase and acceptance or other lawful delivery and acceptance of Shares, each owner of such Shares shall be deemed to be a Shareholder and beneficiary of the Fund and vested with beneficial undivided interest in the Fund to the extent of the Shares owned beneficially by such Shareholder, subject to the terms and conditions of this Agreement.

SECTION 6.2 *Rights and Duties.* The Shareholders shall have the following rights, powers, privileges, duties and liabilities:

(a) The Shareholders shall have the right to obtain from the Manager information on all things affecting the Fund, provided that such information is for a purpose reasonably related to the Shareholder's interest as a beneficial owner of the Fund.

(b) The Shareholders shall receive the share of the distributions provided for in this Agreement in the manner and at the times provided for in this Agreement.

(c) Except for the Shareholders' transfer rights set forth in ARTICLE III and the Shareholders' redemption rights set forth in ARTICLE IV hereof (if authorized), Shareholders shall be entitled to be withdraw from the Fund only subsequent to the winding up and liquidation of the Fund and only to the extent of funds available therefor, as

provided in SECTION 10.2. In no event shall a Shareholder be entitled to demand or receive property other than cash upon the winding up, liquidation and dissolution of the Fund. No Shareholder shall have priority over any other Shareholder as to distributions. The Shareholder shall not have any right to bring an action for partition against the Fund.

(d) Shareholders holding Shares representing at least a majority (over 50%) of the Shares may vote to appoint a successor Manager as provided in SECTION 5.10 or to continue the Fund as provided in SECTION 10.1(a)(ii).

Except as set forth above, the Shareholders shall have no voting or other rights with respect to the Fund.

SECTION 6.3 *Limitation of Liability.*

(a) Except as provided in SECTION 5.7(f) hereof, and as otherwise provided under Cayman law, the liability of a Shareholder to contribute to the assets of the Fund shall be limited solely to the amount that the Shareholder has expressly undertaken in writing to contribute by way of contribution to the assets of the Fund (whether in this Agreement, a Subscription Agreement or other written agreement between such Shareholder and the Fund). A Shareholder shall not have any liability for the debts, obligations and/or liabilities of the Fund except to the extent provided by the LLC Act, this Agreement or its Subscription Agreement or other written agreement between such Shareholder and the Fund. Notwithstanding the foregoing, a Shareholder that is a Participant shall be liable in the event that the Fund or any other affected Person suffers a loss arising from any misstatements or omissions contained in such Shareholder's Participant Agreement.

(b) Subject to the exceptions set forth in the immediately preceding sentence, the Fund shall not make a claim against a Shareholder with respect to amounts distributed to such Shareholder or amounts received by such Shareholder upon redemption of such Shareholder's Shares unless, under Cayman Islands law, such Shareholder is liable to repay such amount.

SECTION 6.4 *Derivative Actions.* Subject to applicable law, no Shareholder shall have the right, power or authority to bring or maintain a derivative action, suit or other proceeding on behalf of the Fund unless two or more Shareholders who (i) are not Affiliates of one another and (ii) collectively hold at least 10% of the outstanding Shares join in the bringing or maintaining of such action, suit or other proceeding.

ARTICLE VII

BOOKS OF ACCOUNT AND REPORTS

SECTION 7.1 *Books of Account.* Proper books of account for the Fund shall be kept and shall be audited annually by an independent certified public accounting firm selected by the Manager in its sole discretion, and there shall be entered therein all transactions, matters and things relating to the Fund as are required by the

applicable law and regulations. The books of account shall be kept at the principal office of the Fund and each Shareholder (or any duly constituted designee of a Shareholder) shall have, at all times during normal business hours, free access to, and the right to inspect and copy, the same for any purpose reasonably related to the Shareholder's interest as a beneficial owner of the Fund. Such books of account shall be kept, and the Fund shall report its profits and losses on, the accrual method of accounting for financial accounting purposes on a Fiscal Year basis as described in ARTICLE VIII.

(b) The Fund shall keep or cause to be kept a register of members of the Fund (the “**Register**”) in accordance with section 61 of the LLC Act in which the Fund may record such particulars relating to each Shareholder (and each previous Shareholder) as it may deem appropriate, provided that the Register shall:

(i) contain the name and address of each person who is a Member, the date upon which such person became a Member and (if applicable) the date upon which such person ceased to be a Member (the “**Specified Particulars**”); and

(ii) be updated within twenty-one days of the date of any change of the Specified Particulars,

and provided further that where the Register is kept at a place other than the registered office of the Fund, the Fund shall maintain or cause to be maintained at the registered office of the Fund a record of the address at which the Register is maintained.

(c) The Fund shall also keep or cause to be kept a record of the amount and date of the contribution or contributions of each Shareholder and the amount and date of any repayment representing a distribution or, otherwise, a return of the whole or any part of the contribution of any Shareholder (the “**Contribution Records**”) in accordance with section 63(3) of the LLC Act.

(d) The Register and the Contribution Records shall be open to inspection only with the consent of the Manager.

(e) The Fund shall also maintain or cause to be maintained at its registered office a register of mortgages and charges and a register of security interests, in each case in accordance with the requirements of the LLC Act.

(f) To the fullest extent permitted by applicable law, each Shareholder waives any and all rights under the LLC Act or otherwise to demand information regarding the Fund, its business or financial condition, or to inspect the Fund's books, records or registers, except as expressly provided for in this Agreement or as otherwise agreed to by the Manager in its sole discretion.

SECTION 7.2 *Annual Reports.* If the Shares are not then listed, quoted or traded on any Secondary Market or registered under the Securities Act or the Exchange Act, the Manager shall furnish each Shareholder with an annual report of the Fund

within one hundred and eighty (180) calendar days after the Fund's fiscal year (or as soon as reasonably practicable thereafter) including, but not limited to, annual audited financial statements (including a statement of income and statement of financial condition), prepared in accordance with GAAP and accompanied by a report of the independent registered public accounting firm that audited such statements.

(b) If the Shares are then listed, quoted or traded on a Secondary Market or registered under the Securities Act or the Exchange Act, the Manager shall prepare and publish the Fund's Annual Reports and Quarterly Reports as required by the rules and regulations of such Secondary Market or the SEC, as applicable.

SECTION 7.3 *Certain Tax Matters.* The Shareholders intend that, from the date of its formation, the Fund shall be treated as a corporation for U.S. federal, and to the extent allowable, state, local and non-U.S. income tax purposes, and that each Shareholder and the Fund shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment. The Shareholders hereby agree and acknowledge that (i) they shall cooperate to file any forms or documents (including IRS Form 8832) reasonably necessary or required in support of the treatment of the Fund as a corporation for such purposes and (ii) without the prior written consent of the Manager, neither the Fund nor any Shareholder shall make any election or take any other action which would be inconsistent with such treatment.

(b) The Fund shall make available to each Shareholder a PFIC Annual Information Statement for each taxable year of the Fund in the manner contemplated by applicable U.S. Treasury regulations. All information contained therein shall be prepared, and all of the Fund's tax returns shall be filed, in a manner consistent with the treatment of the Fund as a foreign corporation for U.S. federal income tax purposes. The Fund's taxable year shall be the calendar year unless otherwise required by applicable law.

(c) The Fund is authorized to withhold from payments and distributions to the Shareholders, and to pay over to any federal, state and local government or and foreign government, any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local law or any non-U.S. law, and any amount so withheld and remitted to the applicable taxing authority shall be treated for all purposes under this Agreement as having been distributed to the Shareholder with respect to which such amount was withheld. The Fund shall not be liable for any overwithholding in respect of any Shareholder's Shares, and, in the event of any such over-withholding, a Shareholder's sole recourse shall be to apply for a refund from the appropriate governmental authority.

SECTION 7.4 *Calculation of Digital Asset Holdings.* The Manager or its delegate shall calculate and publish the Fund's Digital Asset Holdings as of 4:00 p.m., New York time, on each Business Day (other than during a Rebalancing Period) or as

soon as practicable thereafter. The Digital Asset Holdings of the Fund shall not be calculated during any Rebalancing Period.

In order to calculate the Digital Asset Holdings, the Manager shall:

1. For each Fund Component:
 - a. Determine the Digital Asset Reference Rate for the Fund Component as of such Business Day;
 - b. Multiply the Digital Asset Reference Rate by the aggregate number of tokens of the Fund Component held by the Fund as of 4:00 p.m., New York time, on the immediately preceding day.
 - c. Add the U.S. Dollar value of the number of tokens of the Fund Component receivable under pending Creation Orders, if any, as calculated by multiplying the applicable Fund Component Basket Amount by the applicable Digital Asset Reference Rate, and multiplying the result by the number of Baskets pending under such pending Creation Orders; and
 - d. Subtract the U.S. Dollar value of the number of tokens of the Fund Component to be distributed under pending Redemption Orders, if any, as calculated by multiplying the applicable Fund Component Basket Amount by the applicable Digital Asset Reference Rate, and multiplying the result by the number of Baskets pending under such pending Redemption Orders;
2. Calculate the sum of the resulting U.S. Dollar values for Fund Components pursuant to paragraph 1 above;
3. Add the aggregate U.S. Dollar value of each Forked Assets then held by the Fund (calculated by reference to a reputable Digital Asset Exchange as determined by the Manager or, if possible, a Digital Asset Reference Rate);
4. Add (i) the amount of U.S. Dollars then held by the Fund and (ii) the amount of any U.S. Dollars receivable under pending Creation Orders;
5. Subtract the amount of any U.S. Dollars to be distributed under pending redemption orders;
6. Subtract the U.S. Dollar amount of accrued and unpaid Additional Fund Expenses, if any.
7. Subtract the U.S. Dollar value of the accrued and unpaid Manager's Fee as of 4:00 p.m., New York time, on the immediately preceding Business Day (the amount derived from steps 1 through 6, the "**Digital Asset Holdings Fee Basis Amount**");

8. Subtract the U.S. Dollar value of the accrued and unpaid Manager's Fee that accrues for such Business Day, as calculated based on the Digital Asset Holdings Fee Basis Amount for such Business Day; and

Notwithstanding the foregoing, in the event that the Manager determines that the methodology used to determine the Digital Asset Reference Rates is not an appropriate basis for valuation of the Fund's Digital Assets, the Manager shall use an alternative methodology as set forth in the Memorandum.

SECTION 7.5 *Maintenance of Records.* The Manager shall maintain for a period of at least six Fiscal Years (a) all books of account required by SECTION 7.1 hereof; (b) a copy of all prescribed filings made with the Registrar, including the Registration Statement and all certificates of amendment thereto; (c) executed copies of any powers of attorney pursuant to which any certificate has been executed; (d) copies of the Fund's U.S. federal, state and local income tax returns and reports, if any; (e) copies of any effective written Agreements, Participant Agreements, including any amendments thereto; and (f) any financial statements of the Fund. The Manager may keep and maintain the books and records of the Fund in paper, magnetic, electronic or other format as the Manager may determine in its sole discretion, *provided* that the Manager shall use reasonable care to prevent the loss or destruction of such records. If there is a conflict between this SECTION 7.5 and the rules and regulations of any Secondary Market on which the Shares are listed, quoted or traded or, if applicable, the SEC with respect to the maintenance of records, the records shall be maintained pursuant to the rules and regulations of such Secondary Market or the SEC.

ARTICLE VIII

FISCAL YEAR

SECTION 8.1 *Fiscal Year.* The fiscal year of the Fund for financial accounting purposes (the "**Fiscal Year**") shall begin on the 1st day of July and end on the 30th day of June of each year. The first Fiscal Year of the Fund commenced on the 10th day of June, 2021 and shall end on the 30th day of June, 2021. The Fiscal Year in which the Fund shall terminate shall end on the date of such termination.

ARTICLE IX

AMENDMENT OF AGREEMENT; MEETINGS

SECTION 9.1 *Amendments to the Agreement.*

(a) *Amendment Generally.*

(i) Except as otherwise specifically provided in this SECTION 9.1, the Manager, in its sole discretion and without Shareholder consent, may amend or otherwise supplement this Agreement by making an amendment, an agreement supplemental hereto, or an amended and restated limited liability

company agreement. Any such restatement, amendment and/or supplement hereto shall be effective on such date as designated by the Manager in its sole discretion.

(ii) Any amendments to this Agreement which materially adversely affects the interests of the Shareholders shall occur only upon the vote of Shareholders holding Shares equal to at least a majority (over 50%) of the Shares (not including Shares held by the Manager and its Affiliates). For all purposes of this SECTION 9.1, a Shareholder shall be deemed to consent to a modification or amendment of this Agreement if the Manager has notified such Shareholder in writing of the proposed modification or amendment and the Shareholder has not, within twenty (20) calendar days of such notice, notified the Manager in writing that the Shareholder objects to such modification or amendment. Notwithstanding anything to the contrary herein, notice pursuant to this SECTION 9.1 may be given by the Manager to the Shareholder by email or other electronic transmission and shall be deemed given upon receipt without requirement of confirmation.

(b) Upon amendment of this Agreement, the Manager shall make such filings as necessary or desirable (if any) with the Registrar to reflect such change.

(c) To the fullest extent permitted by law, no provision of this Agreement may be amended, waived or otherwise modified orally but only by a written instrument adopted in accordance with this SECTION 9.1.

(d) Upon obtaining such approvals required by this Agreement and without further action or execution by any other Person, including any Shareholder, (i) any amendment to this Agreement may be implemented and reflected in a writing executed solely by the Manager and (ii) the Shareholders shall be deemed a party to and bound by such amendment of this Agreement.

SECTION 9.2 *Meetings of the Fund.* Meetings of the Shareholders may be, but need not be, called by the Manager in its sole discretion. The Manager shall furnish written notice to all Shareholders thereof of the meeting and the purpose of the meeting, which shall be held on a date not less than ten (10) nor more than sixty (60) days after the date of mailing of said notice at a reasonable time and place. Any notice of meeting shall be accompanied by a description of the action to be taken at the meeting. Shareholders may vote in person or by proxy at any such meeting.

SECTION 9.3 *Action Without a Meeting.* Any action required or permitted to be taken by Shareholders by vote may be taken without a meeting by written consent setting forth the actions so taken. Such written consents shall be treated for all purposes as votes at a meeting. If the vote or consent of any Shareholder to any action of the Fund or any Shareholder, as contemplated by this Agreement, is solicited by the Manager, the solicitation shall be effected by notice to each Shareholder given in the manner provided in SECTION 11.6. The vote or consent of each Shareholder so solicited shall be deemed conclusively to have been cast or granted as requested in the notice of solicitation, whether or not the notice of solicitation is actually received by that Shareholder, unless the Shareholder expresses written objection to the vote or

consent by notice given in the manner provided in SECTION 11.6 and actually received by the Fund within twenty (20) days after the notice of solicitation is sent. The Covered Persons dealing with the Fund shall be entitled to act in reliance on any vote or consent that is deemed cast or granted pursuant to this SECTION 9.3 and shall be fully indemnified by the Fund in so doing. Any action taken or omitted in reliance on any such deemed vote or consent of one or more Shareholders shall not be void or voidable by reason of any communication made by or on behalf of all or any of such Shareholders in any manner other than as expressly provided in SECTION 11.6.

ARTICLE X

TERMINATION

SECTION 10.1 *Events Requiring Dissolution of the Fund.*

(a) The Fund shall be wound up, liquidated and dissolved at any time upon the happening of any of the following events:

(i) a Cayman Islands or U.S. federal or state regulator requires the Fund to shut down or forces the Fund to liquidate its Digital Assets or seizes, impounds or otherwise restricts access to the Fund Property; or

(ii) a certificate of dissolution or revocation of the Manager's charter is filed (and ninety (90) days have passed after the date of notice to the Manager of revocation without a reinstatement of the Manager's charter) or the withdrawal, removal, adjudication or admission of bankruptcy or insolvency of the Manager (each of the foregoing events an "**Event of Withdrawal**") has occurred unless (i) at the time there is at least one remaining Manager or (ii) within ninety (90) days of notice of such Event of Withdrawal Shareholders holding at least a majority (over 50%) of the Shares agree in writing to resume and continue the affairs of the Fund and to select, effective immediately, one or more successor Managers.

(b) The Manager may, in its sole discretion, wind up, liquidate and dissolve the Fund if any of the following events occur:

(i) the SEC determines that the Fund is an investment company required to be registered under the U.S. Investment Company Act of 1940;

(ii) the CFTC determines that the Fund is a commodity pool under the Commodity Exchange Act;

(iii) the Fund is determined to be a "money service business" under the regulations promulgated by FinCEN under the authority of the U.S. Bank Secrecy Act and is required to comply with certain FinCEN regulations thereunder;

(iv) the Fund is required to obtain a license or make a registration under any U.S. state law regulating money transmitters, money services businesses,

providers of prepaid or stored value or similar entities, or virtual currency businesses;

(v) the Fund becomes insolvent or bankrupt;

(vi) a Custodian resigns or is removed without replacement;

(vii) all of the Fund's Digital Assets are sold;

(viii) the Manager determines that the size of the Fund Property in relation to the expenses of the Fund makes it unreasonable or imprudent to continue the affairs of the Fund; or

(ix) the Manager determines, in its sole discretion, that it is desirable or advisable for any reason to discontinue the affairs of the Fund.

(c) Section 36(1)(d) of the LLC Act shall not apply to this Agreement. No Shareholder may present a winding up petition in respect of the Fund.

(d) The death, legal disability, bankruptcy, insolvency, dissolution, or withdrawal of any Shareholder (as long as such Shareholder is not the sole Shareholder of the Fund) shall not result in the termination of the Fund, and such Shareholder, his or her estate, custodian or personal representative shall have no right to a redemption of such Shareholder's Shares. Each Shareholder (and any assignee thereof) expressly agrees that in the event of his or her death, he or she waives on behalf of himself or herself and his or her estate, and he or she directs the legal representative of his or her estate and any person interested therein to waive the furnishing of any inventory, accounting or appraisal of the Fund Property and any right to an audit or examination of the books of account for the Fund, except for such rights as are set forth in ARTICLE VII hereof relating to the books of account and reports of the Fund.

SECTION 10.2 *Distributions on Dissolution.* Upon the commencement of the winding up of the Fund, the Manager (or in the event there is no Manager, such person (the "**Liquidator**") as the majority in interest of the Shareholders may propose and approve) shall wind up and liquidate the Fund's assets on a voluntary basis. Any Liquidator so appointed shall have and may exercise, without further authorization or approval of any of the parties hereto, all of the powers conferred upon the Manager under the terms of this Agreement, subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers, and provided that the Liquidator shall not have general liability for the acts, omissions, obligations and expenses of the Fund. Thereafter, the affairs of the Fund shall be wound up and all assets owned by the Fund shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom shall be applied and distributed in the following order of priority: (a) to the expenses of liquidation and termination and to creditors, including Shareholders who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Fund (whether by payment or the making of reasonable provision for payment thereof) other than

liabilities for distributions to Shareholders, and (b) to the Shareholders *pro rata* in accordance with their respective Percentage Interests of the Fund Property.

SECTION 10.3 *Dissolution.* Following the liquidation and distribution of the assets of the Fund, the Manager shall execute and file such documents as necessary in accordance with the LLC Act to dissolve the Fund.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1 *Governing Law.* This Agreement and any dispute, claim, suit, action or proceeding of whatever nature arising out of or in any way related to this Agreement (including any non-contractual disputes or claims) shall be governed by, and shall be construed in accordance with, the laws of the Cayman Islands.

SECTION 11.2 *Provisions in Conflict with Law or Regulations.*

(a) The provisions of this Agreement are severable, and if the Manager shall determine, with the advice of counsel, that any one or more of such provisions (the “**Conflicting Provisions**”) are in conflict with the LLC Act, the Securities Act, if applicable, or other applicable Cayman Islands or U.S. federal or state laws or the rules and regulations of any Secondary Market, the Conflicting Provisions shall be deemed never to have constituted a part of this Agreement, even without any amendment of this Agreement pursuant to this Agreement; *provided, however*, that such determination by the Manager shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted prior to such determination. No Manager shall be liable for making or failing to make such a determination.

(b) If any provision of this Agreement shall be held invalid or unenforceable in any jurisdiction, such holding shall not in any manner affect or render invalid or unenforceable such provision in any other jurisdiction or any other provision of this Agreement in any jurisdiction.

SECTION 11.3 *Counsel to the Fund.* Counsel to the Fund may also be counsel to the Manager and its Affiliates. The Manager may execute on behalf of the Fund and the Shareholders any consent to the representation of the Fund that counsel may request pursuant to the New York Rules of Professional Conduct or similar rules in any other jurisdiction (the “**Rules**”). The Shareholders acknowledge that the Fund has selected Davis Polk & Wardwell LLP as U.S. legal counsel to the Fund and Maples and Calder (Cayman) LLP as Cayman Islands legal counsel to the Fund (each, a “**Fund Counsel**”). Neither Fund Counsel shall represent any Shareholder in the absence of a clear and explicit agreement to such effect between the Shareholder and the relevant Fund Counsel (and that only to the extent specifically set forth in that agreement), and in the absence of any such agreement neither Fund Counsel shall owe duties directly to a Shareholder. Each Shareholder agrees that, in the event any dispute or controversy arises between any Shareholder and the Fund, or between any Shareholder or the Fund,

on the one hand, and the Manager (or an Affiliate thereof that either Fund Counsel represents), on the other hand, that either Fund Counsel may represent either the Fund or the Manager (or its Affiliate), or both, in any such dispute or controversy to the extent permitted by the Rules, and each Shareholder hereby consents to such representation. Each Shareholder further acknowledges that, regardless of whether either Fund Counsel has in the past represented any Shareholder with respect to other matters, neither Fund Counsel has represented the interests of any Shareholder in the preparation and negotiation of this Agreement.

SECTION 11.4 *Merger and Consolidation.* The Manager may cause (i) the Fund to be merged into or consolidated with, converted to or to sell all or substantially all of its assets to, another entity; (ii) the Shares of the Fund to be converted into equity interests in another company or legal entity; (iii) the Shares of the Fund to be exchanged for shares in another company or legal entity under or pursuant to any U.S. state or federal statute to the extent permitted by law. For the avoidance of doubt, the Manager, with written notice to the Shareholders, may approve and effect any of the transactions contemplated under (i), (ii) and (iii) above without any vote or other action of the Shareholders, or (iv) the Fund to be registered by way of continuation as a foreign entity (with separate legal personality) under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

SECTION 11.5 *Construction.* In this Agreement, unless the context otherwise requires, words used in the singular or in the plural include both the plural and singular and words denoting any gender include all genders. The title and headings of different parts are inserted for convenience and shall not affect the meaning, construction or effect of this Agreement.

SECTION 11.6 *Notices.* All notices or communications under this Agreement (other than notices of pledge or encumbrance of Shares, and reports and notices by the Manager to the Shareholders) shall be in writing and shall be effective upon personal delivery, or if sent by mail, postage prepaid, or if sent electronically, by email, or by overnight courier; and addressed, in each such case, to the address set forth in the books and records of the Fund or such other address as may be specified in writing, of the party to whom such notice is to be given, upon the deposit of such notice in the United States mail, upon transmission and electronic confirmation thereof or upon deposit with a representative of an overnight courier, as the case may be. Notices of pledge or encumbrance of Shares shall be effective upon timely receipt by the Manager in writing. Any reports or notices by the Manager to the Shareholders which are given electronically shall be effective upon receipt without requirement of confirmation. Sections 8 and 19(3) of the Electronic Transactions Act (As Revised) of the Cayman Islands shall not apply to this Agreement or any notice hereunder.

All notices shall be sent to:

if to the Fund, at

Grayscale Decentralized Finance (DeFi) Fund LLC
290 Harbor Drive, 4th Floor
Stamford, CT 06902
Attention: Grayscale Investments, LLC

if to the Manager, at

Grayscale Investments, LLC
290 Harbor Drive, 4th Floor
Stamford, CT 06902
Attention: Michael Sonnenshein

SECTION 11.7 *Confidentiality.*

(a) All communications between the Manager, on the one hand, and any Shareholder, on the other, shall be presumed to include confidential, proprietary, trade secret and other sensitive information. Unless otherwise agreed to in writing by the Manager, each Shareholder shall maintain the confidentiality of information that is non-public information furnished by the Manager regarding the Manager and the Fund received by such Shareholder pursuant to this Agreement in accordance with such procedures as it applies generally to information of this kind (including procedures relating to information sharing with Affiliates), except (i) as otherwise required by governmental regulatory agencies (including tax authorities in connection with an audit or other similar examination of such Shareholder), self-regulating bodies, law, legal process, or litigation in which such Shareholder is a defendant, plaintiff or other named party or (ii) to directors, employees, representatives and advisors of such Shareholder and its Affiliates who need to know the information and who are informed of the confidential nature of the information and agree to keep it confidential. Without limiting the foregoing, each Shareholder acknowledges that notices and reports to Shareholders hereunder may contain material non-public information and agrees not to use such information other than in connection with monitoring its investment in the Fund and agrees not to trade in securities on the basis of any such information.

(b) In the event that the Manager determines in good faith that (i) a Shareholder has violated or is reasonably likely to violate the provisions of this SECTION 11.7 or (ii) a Shareholder that is subject to FOIA, any state public records access law or any other law or statutory or regulatory requirement that is similar to FOIA in intent or effect (each, a “**Public Access Law**”) is reasonably likely to be subject to a disclosure request pursuant to a Public Access Law that would result in the disclosure by such Shareholder of confidential information regarding the Fund, the Manager may (x) provide to such Shareholder access to such information only on the Fund’s website in password protected, non-downloadable, non-printable format and (y) require such Shareholder to return any copies of information provided to it by the Manager or the Fund.

(c) If any Public Access Law would potentially cause a Shareholder or any of its Affiliates to disclose information relating to the Fund, its Affiliates and/or any investment of the Fund, then in addition to compliance with the notice requirements set

forth in SECTION 11.7(a) above, such Shareholder shall take commercially reasonable steps to oppose and prevent the requested disclosure unless (i) such Shareholder is advised by counsel that there exists no reasonable basis on which to oppose such disclosure or (ii) the Manager does not object in writing to such disclosure within ten (10) days (or such lesser time period as stipulated by the applicable law) of such notice. Each Shareholder acknowledges and agrees that in such event, notwithstanding any other provision of this Agreement, the Manager may, in order to prevent any such potential disclosure that the Manager determines in good faith is likely to occur, withhold all or any part of the information otherwise to be provided to such Shareholder; *provided*, that the Manager shall not withhold any such information if a Shareholder confirms in writing to the Manager that compliance with the procedures provided for in SECTION 11.7(b) above is legally sufficient to prevent such potential disclosure.

(d) A Shareholder may, by giving written notice to the Manager, elect not to receive copies of any document, report or other information that such Shareholder would otherwise be entitled to receive pursuant to this Agreement and is not required by applicable law to be delivered. The Manager agrees that it shall make any such documents available to such Shareholder at the Manager's offices.

(e) Notwithstanding anything in this Agreement to the contrary, each Shareholder and each Shareholder's employees, representatives or other agents are authorized to disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of the Fund and any transaction entered into by the Fund and all materials of any kind (including opinions or other tax analyses) relating to such tax treatment or tax structure that are provided to such Shareholder, except for any information identifying the Manager, the Fund or their respective advisors, affiliates, officers, directors, members, employees and principals or (except to the extent relevant to such tax structure or tax treatment) any nonpublic commercial or financial information.

(f) Any obligation of a Shareholder pursuant to this SECTION 11.7 may be waived by the Manager in its sole discretion.

(g) Each Shareholder acknowledges and agrees that (i) the restrictions contained in this SECTION 11.7 are necessary for the protection of the affairs and goodwill of the Manager, the Fund and their Affiliates and each Shareholder considers such restrictions to be reasonable for such purpose, (ii) the misappropriation or unauthorized disclosure of confidential information is likely to cause substantial and irreparable damage to the Manager, the Fund and their Affiliates and (iii) damages may not be an adequate remedy for breach of this SECTION 11.7. Accordingly, the Manager, the Fund and their Affiliates shall be entitled to injunctive and other equitable relief, in addition to all other remedies available to them at law or at equity, and no proof of special damages shall be necessary for the enforcement of this SECTION 11.7.

SECTION 11.8 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts (including those by facsimile or other electronic means), all of which shall constitute one and the same instrument binding on all of the parties hereto, notwithstanding that all parties are not signatory to the

original or the same counterpart. This Agreement, to the extent signed and delivered by means of a facsimile machine or other electronic transmission, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

SECTION 11.9 *Binding Nature of Agreement.* The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, custodians, executors, estates, administrators, personal representatives, successors and permitted assigns of the respective Shareholders. For purposes of determining the rights of any Shareholder or assignee hereunder, the Fund and the Manager may rely upon the Fund records as to who are Shareholders and permitted assignees, and all Shareholders and assignees agree that the Fund and the Manager, in determining such rights, shall rely on such records and that Shareholders and their assignees shall be bound by such determination.

SECTION 11.10 *Integration.* This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto; *provided, however,* that the Fund may enter into side agreements with Shareholders from time to time and any such side agreement shall modify the terms of this Agreement only with respect to the Shareholder or Shareholders party thereto.

SECTION 11.11 *Goodwill; Use of Name.* No value shall be placed on the name or goodwill of the Fund, which shall belong exclusively to Grayscale Investments, LLC.

SECTION 11.12 *Compliance with Applicable Law.* Each Shareholder agrees, upon reasonable request by the Manager, to cooperate with the Manager in complying with the applicable provisions of any material applicable law. Notwithstanding any other provision of this Agreement to the contrary, the Manager, in its own name and on behalf of the Fund, shall be authorized without the consent of any Person, including any Shareholder, to take such action as in its sole discretion it deems necessary or advisable to comply with any anti-money laundering or anti-terrorist laws, rules, regulations, directives or special measures, including the actions contemplated by the Participant Agreements.

SECTION 11.13 *Further Assurances.*

Each party hereto shall cooperate and take such action as may be reasonably requested by another party in order to carry out the provisions and purposes of this Agreement and the transactions contemplated by this Agreement.

SECTION 11.14 *Power of Attorney.*

Each Shareholder, as principal, hereby appoints the Manager as its true and lawful representative and attorney-in-fact, in its name, place and stead to make, execute, sign, acknowledge, swear to and/or file (i) any amendments to this Agreement that are adopted

or otherwise made in accordance with the terms of this Agreement, (ii) any and all instruments, certificates and other documents that may be deemed necessary or desirable to effect the winding-up and termination of the Fund, and (iii) all certificates or other instruments necessary or desirable to accomplish the business, purposes and objectives of the Fund or required by any applicable law. The power of attorney granted hereby is intended to secure a proprietary interest of the donee and/or performance of the obligations of each relevant Shareholder owed to the donee under this Agreement and, to the extent applicable, such Shareholder's Subscription Agreement. The power of attorney granted hereby shall be irrevocable, and shall survive and shall not be affected by the subsequent death, disability, incompetency, termination, bankruptcy, insolvency or dissolution of the Shareholder or any transfer or assignment of all or any portion of the Shareholder's interest in the Fund, each to the fullest extent permitted by law.

SECTION 11.15 *Third Party.*

A person who is not a party to this Agreement may not, in its own right or otherwise, enforce any term of this Agreement, except that each Covered Person may in their own right enforce any term of this Agreement, subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act (As Revised), as amended, modified, re-enacted or replaced. Notwithstanding any other term of this Agreement, the consent of, or notice to, any person who is not a party to this Agreement (including without limitation any Covered Person) is not required for any amendment to, or variation, release, rescission or termination of this Agreement

SECTION 11.16 *AEOI.*

Each Shareholder acknowledges and agrees that:

- (a) the Fund is required to comply with the provisions of AEOI;
- (b) such Shareholder will provide, in a timely manner, such information regarding the Shareholder and its beneficial owners and such forms or documentation as may be requested from time to time by the Fund (whether by the Manager or other agents of the Fund) to enable the Fund to comply with the requirements and obligations imposed on it pursuant to AEOI, including, but not limited to, forms and documentation that the Fund may require to determine whether or not the Shareholder's relevant investment is a "Reportable Account" (under any AEOI regime) and to comply with the relevant due diligence procedures in making such determination;
- (c) any such forms or documentation requested by the Fund or its agents pursuant to paragraph (b), or any financial or account information with respect to the Shareholder's investment in the Fund, may be disclosed to the Cayman Islands Tax Information Authority (or any other Cayman Islands governmental body which collects information in accordance with AEOI) and to any withholding agent where the provision of that information is required by such agent to avoid the application of any withholding tax on any payments to the Fund;

(d) such Shareholder waives, and/or shall cooperate with the Fund to obtain a waiver of, the provisions of any law that:

(i) prohibit the disclosure by the Fund, or by any of its agents, of the information or documentation requested from the Shareholder pursuant to paragraph (b);

(ii) prohibit the reporting of financial or account information by the Fund or its agents required pursuant to AEOI; or

(iii) otherwise prevent compliance by the Fund with its obligations under AEOI;

(e) if such Shareholder provides information and documentation that is in any way misleading, or it fails to provide the Fund or its agents with the requested information and documentation necessary in either case to satisfy the Fund's obligations under AEOI, the Manager reserves the right, in its sole discretion, to take any action (whether or not such action or inaction leads to compliance failures by the Fund, or a risk of the Fund or its investors being subject to withholding tax or other costs, debts, expenses, obligations or liabilities (whether external, or internal, to the Fund) (together, "**costs**") under AEOI) and/or pursue all remedies at its disposal including, without limitation:

(i) to compulsorily withdraw such Shareholder from the Fund;
and/or

(ii) to hold back or deduct from any withdrawal proceeds or from any other payments or distributions due to such Shareholder any costs caused (directly or indirectly) by the Shareholder's action or inaction;

(f) it shall have no claim against the Fund, the Manager or any of its or their agents, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Fund in order to comply with AEOI; and

(g) it hereby indemnifies the Fund, the Manager and each of their respective principals, shareholders, partners, managers, officers, directors, stockholders, employees and agents and holds them harmless from and against any AEOI-related liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses), penalties or taxes whatsoever that such parties may incur as a result of any action or inaction (directly or indirectly) of such Shareholder (or any related person) described in the preceding paragraphs. This indemnification shall survive the disposition of such Shareholder's Shares.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Amended and Restated Limited Liability Company Agreement as a deed on the day and year first above written.

GRAYSCALE INVESTMENTS, LLC,
as Manager

By: /s/ Michael Sonnenshein
Name: Michael Sonnenshein
Title: Chief Executive Officer

SHAREHOLDERS

On behalf of Shareholders listed on the Register of Members on the date hereof as members of the Fund pursuant to powers of attorney pursuant to a subscription agreement or otherwise.

GRAYSCALE INVESTMENTS, LLC,
as attorney

By: /s/ Michael Sonnenshein
Name: Michael Sonnenshein
Title: Chief Executive Officer

EXHIBIT A
FORM OF PARTICIPANT AGREEMENT