As filed with the Securities and Exchange Commission on June 26, 2025

Registration No. 333-286293

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 3

to

FORM S-3

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Grayscale Digital Large Cap Fund LLC

(Exact Name of Registrant as Specified in Its Charter)

Cayman Islands	**98-1406784**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification Number)

c/o Grayscale Investments Sponsors, LLC
290 Harbor Drive, 4th Floor
Stamford, Connecticut 06902
(212) 668-1427

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Edward McGee
Chief Financial Officer
Grayscale Investments Sponsors, LLC
290 Harbor Drive, 4th Floor
Stamford, Connecticut 06902
(212) 668-1427

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

Copy to:

Joseph A. Hall
Daniel P. Gibbons
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
(212) 450-4000

Approximate date of commencement of proposed sale to the public: From time to time after this Registration Statement becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☐

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☒
Non-accelerated filer ☐	Smaller reporting company ☒
	Emerging growth company ☒

If an emerging growth company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☒

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

On October 15, 2024, NYSE Arca, Inc. ("NYSE Arca") filed an application with the Securities and Exchange Commission (the "SEC") pursuant to Rule 19b-4 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), to list the Shares of Grayscale Digital Large Cap Fund LLC (the "Fund") on NYSE Arca.

As of the date of this filing, the NYSE Arca 19b-4 application has not been approved by the SEC. The Fund makes no representation as to when or if such approval will be obtained. The Fund will not seek effectiveness of this registration statement and no offering of Shares hereunder will take place unless and until such approval is obtained.

This prospectus has been prepared on the basis that the NYSE Arca 19b-4 application has been approved by the SEC.

SUBJECT TO COMPLETION, DATED JUNE 26, 2025

PRELIMINARY PROSPECTUS

GRAYSCALE DIGITAL LARGE CAP FUND LLC

Grayscale Digital Large Cap Fund LLC (the "Fund") is a Cayman Islands limited liability company that is authorized under its Second Amended and Restated Limited Liability Company Agreement (the "LLC Agreement") to create and issue shares (the "Shares"), which represent equal, fractional undivided interests in the profits, losses, distributions, capital and assets of, and ownership of, the Fund. Prior to the effectiveness of the registration statement of which this prospectus forms a part, the Manager expects to enter into the Third Amended and Restated Limited Liability Company Agreement (as may be further amended from time to time, the "Amended LLC Agreement"), and all references herein to the LLC Agreement, and descriptions of the terms thereof, are deemed to be to the Amended LLC Agreement. The Fund's purpose is to hold the top digital assets by market capitalization that meet certain criteria set by the Fund. The Fund's investment objective is for the value of the Shares (based on NAV per Share) to reflect the value of the digital assets held by the Fund (the "Fund Components") as determined by reference to their respective Index Prices or Digital Asset Reference Rates (as defined herein) and weightings within the Fund, plus any cash held by the Fund and reduced by the Fund's expenses and other liabilities. 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 digital assets held by the Fund. Grayscale Investments, LLC ("GSI") was the manager of the Fund before January 1, 2025, Grayscale Operating, LLC ("GSO") was the co-manager of the Fund from January 1, 2025 to May 3, 2025, and Grayscale Investments Sponsors, LLC ("GSIS") was the co-manager of the Fund from January 1, 2025 to May 3, 2025 and is and will be the sole remaining manager thereafter (each of GSI, GSO and GSIS, the "Manager," as the context may require, and GSO and GSIS, together, the "Co-Managers"). The Bank of New York Mellon is the transfer agent for the Fund (in such capacity, the "Transfer Agent") and the administrator for the Fund (in such capacity, the "Administrator"), Coinbase, Inc. is the prime broker for the Fund (the "Prime Broker") and Coinbase Custody Trust Company, LLC is the custodian for the Fund (the "Custodian").

The Fund intends to list the Shares on NYSE Arca, Inc. ("NYSE Arca") under the symbol "GDLC." The Fund intends to issue Shares on a continuous basis and is registering an indeterminate number of Shares. It is expected that the Shares will be sold to the public at varying prices to be determined by reference to, among other considerations, the prices of the Fund Components and the trading price of the Shares on the NYSE Arca at the time of each sale.

The Shares may be purchased from the Fund only in one or more blocks of 10,000 Shares (a block of 10,000 Shares is called a "Basket"). The Fund issues Baskets of Shares to certain authorized participants ("Authorized Participants") on an ongoing basis as described in "Plan of Distribution." In addition, the Fund redeems Shares in Baskets on an ongoing basis from Authorized Participants. The Fund is currently able to accept Cash Orders (as defined herein), pursuant to which an Authorized Participant will deposit cash into, or accept cash from, the Cash Account in connection with the creation and redemption of Baskets, and a third party (a "Liquidity Provider") that is not an agent of, or otherwise acting on behalf of, such Authorized Participant will obtain or receive Fund Components in exchange for cash in connection with such order. However, and in common with other spot digital asset exchange-traded products, the Fund is not at this time able to create and redeem shares via in-kind transactions with Authorized Participants, and there has yet to be definitive regulatory guidance on whether and how registered broker-dealers can hold and deal in digital assets in compliance with the federal securities laws. To the extent further regulatory clarity emerges, the Manager expects NYSE Arca to seek the necessary regulatory approval to amend its listing rules to permit the Fund to do so (the "In-Kind Regulatory Approval"). Subject to NYSE Arca seeking and obtaining In-Kind Regulatory Approval, in the future the Fund may also create and redeem Shares via in-kind transactions with Authorized Participants or their designees (any such designee, an "AP Designee") in exchange for the Fund Components and cash, if any. There can be no assurance as to when such regulatory clarity will emerge, or when NYSE Arca will seek or obtain such regulatory approval, if at all. See "Description of Creation and Redemption of Shares." Some of the activities of the Authorized Participants will result in their being deemed participants in a distribution in a manner which would render them statutory underwriters and subject them to the prospectus-delivery and liability provisions under the Securities Act of 1933, as amended (the "Securities Act"). See "Plan of Distribution." Since July 1, 2022, the Fund Components have consisted of the digital assets that make up the CoinDesk Large Cap Select Index (DLCS) (the "DLCS"), as rebalanced from time to time, subject to the Manager's discretion to exclude individual digital assets in certain cases. Effective from June 5, 2025, the Fund Components will consist of the digital assets from the Fund Components and/or rebalance the weighting of the Fund Components that make up the CoinDesk 5 Index (the "CD5"), as rebalanced from time to time, subject to the Manager's discretion to exclude individual digital assets in certain cases. As of June 23, 2025, approximately 3.6304 Bitcoin, 22.0733 Ether, 10,637.4459 XRP, 93.5699 SOL, and 6,582.9369 ADA are required to create a Basket of 10,000 Shares.

In addition, and in common with other spot exchange-traded products that hold digital assets, at this time, none of the Fund, the Manager, the Custodian, nor any other person associated with the Fund will, directly or indirectly, engage in Staking (as defined herein), meaning no action will be taken pursuant to which any portion of the Fund's digital assets becomes subject to proof-of-stake validation or is used to earn additional digital assets or generate income or other earnings, and there can be no assurance that the Fund, the Manager, the Custodian or any other person associated with the Fund will ever be permitted to engage in such activity in the future.

Investing in the Shares involves significant risks. You should carefully consider the risk factors described beginning on page 26 in this prospectus, in "Part I—Item 1A. Risk Factors" beginning on page 59 in our Annual Report on Form 10-K for the fiscal year ended June 30, 2024, in "Part II—Item 1.A. Risk Factors" beginning on page 36 in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2025, in any applicable prospectus supplement and in the other documents incorporated or deemed incorporated by reference herein before you invest in the Shares.

The Fund is an "emerging growth company" as defined in the Jumpstart Our Business Startups Act and will therefore be subject to reduced reporting requirements.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities offered in this prospectus, or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The Shares are neither interests in nor obligations of the Manager.

The U.S. dollar value of a Basket of Shares at 4:00 p.m., New York time, on the trade date of a creation or redemption order is equal to the sum of (x) all "Fund Component Basket Amounts", which, for any Fund Component, is the amount of tokens of such Fund Component required to be delivered in connection with the creation or redemption of a Basket of Shares, multiplied by the applicable Index Price or Digital Asset Reference Rate (as defined herein); and (y) the Cash Portion (as defined herein), if any. The Index Prices and Digital Asset Reference Rates are calculated using non-GAAP methodology and are not used in the Fund's financial statements.

The Fund is not a registered investment company under the Investment Company Act of 1940, as amended (the "Investment Company Act") and is therefore not subject to regulation under the Investment Company Act. Furthermore, the Manager believes that the Fund is not a commodity pool for purposes of the Commodity Exchange Act of 1936 (the "CEA"), as administered by the Commodity Futures Trading Commission (the "CFTC") and that the Manager is not subject to regulation by the CFTC as a commodity pool operator or a commodity trading advisor. See "Part I—Item 1A. Risk Factors—Risk Factors Related to the Fund and the Shares—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" in our Annual Report on Form 10-K for the fiscal year ended June 30, 2024.

The date of this prospectus is , 2025.

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Neither the Fund nor the Manager has authorized anyone to provide you with any information other than that contained or incorporated by reference in this prospectus, any prospectus supplement or any free writing prospectus prepared by or on behalf of the Fund. Neither the Fund nor the Manager takes any responsibility for, and can provide no assurance as to the reliability of, any information that others may give you. Neither the Fund nor the Manager is making an offer to sell any security or soliciting any offer to buy any security in any jurisdiction where the offer or sale is not permitted. You should not assume that the information appearing in this prospectus, any accompanying prospectus supplement and any free writing prospectus or any document incorporated by reference is accurate as of any date other than the respective dates on the front of such documents. The Fund's business, assets, financial condition, results of operations and prospects may have changed since those dates.

This prospectus does not constitute an offer to sell, or an invitation on behalf of the Fund or the Manager, to subscribe to or purchase any securities, and may not be used for or in connection with an offer or solicitation by anyone, in any jurisdiction in which such an offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation.

Authorized Participants may be required to deliver a prospectus when making transactions in the Shares. This prospectus summarizes certain documents and other information in a manner the Manager believes to be accurate. In making an investment decision, you must rely on your own examination of the Fund, the digital asset industry, the operation of the digital asset markets and the terms of the offering and the Shares, including the merits and risks involved. Although the Manager believes this information to be reliable, the accuracy and completeness of this information is not guaranteed and has not been independently verified.

See "Glossary of Defined Terms" for the definition of certain capitalized terms used in this prospectus.

FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated by reference herein contain "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 or incorporated by reference into this prospectus 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 described in this prospectus, in "Part I—Item 1A. Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended June 30, 2024 (as amended and supplemented through the date of this registration statement, the "Annual Report"), in "Part II—Item 1.A. Risk Factors" in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2025 (the "Q3 2025 Quarterly Report"), in any applicable prospectus supplement and in the other documents incorporated or deemed incorporated by reference herein. 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 extreme volatility of trading prices that many digital assets, including the digital assets held by the Fund, have experienced in recent periods and may continue to experience, which could cause the value of the Shares to be volatile and/or have a material adverse effect on the value of the Shares;
- the recency of the development of digital assets and the uncertain medium-to-long term value of the Shares due to a number of factors relating to the capabilities and development of blockchain technologies and to the fundamental investment characteristics of digital assets;
- the value of the Shares depending on the acceptance of digital assets, a new and rapidly evolving industry;
- a temporary or permanent "fork" or a "clone" could adversely affect the value of the Shares;
- recent developments in the digital asset economy which have led to extreme volatility and disruption in digital asset markets, a loss of confidence in participants of the digital asset ecosystem, significant negative publicity surrounding digital assets broadly and market-wide declines in liquidity;
- the value of the Shares relating 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 largely unregulated nature and lack of transparency surrounding the operations of Digital Asset Trading Platforms, which may adversely affect the value of digital assets and, consequently, the value of the Shares;
- the limited history of the Index Prices and Digital Asset Reference Rates;
- the Fund's reliance on third party service providers to perform certain functions essential to the affairs of the Fund and the challenges that replacement of such service providers could pose to the safekeeping of the digital assets held by the Fund and to the operations of the Fund;
- the Fund's shareholders having different rights than those of shareholders governed by the laws of U.S. jurisdictions due to the Fund being a Cayman Islands limited liability company;
- the Custodian's possible resignation or removal by the Manager or otherwise, without replacement, which could trigger early termination of the Fund;
- competition from the emergence or growth of other methods of investing in digital assets could adversely affect the value of the Shares;
- the liquidity of the Shares may be affected if Authorized Participants cease to perform their obligations under the Participant Agreements or the Liquidity Engager (as defined herein) is unable to engage Liquidity Providers;
- the commencement of a redemption program, in conjunction with the listing of the Shares on the NYSE Arca, may impact whether the Shares trade at a discount or premium to the NAV per Share;
- any suspension or other unavailability of the Fund's redemption program may cause the Shares to trade at a discount to the NAV per Share;

- the possibility that the Shares may trade at a price that is at, above or below the Fund's NAV per Share as a result of the non-current trading hours between NYSE Arca and the Digital Asset Trading Platform Market;

- the SEC has taken, and may in the future take, the view that some of the Fund Components are securities, which has adversely affected, and could adversely affect the value of such digital assets and the price of the Shares and result in potentially extraordinary, nonrecurring expenses to, or termination of, the Fund;

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

- regulatory changes or other events in foreign jurisdictions that may affect the value of the Shares or restrict the use of one or more digital assets, validating activity or the operation of their networks or the Digital Asset Trading Platform Market in a manner that adversely affects the value of the Shares;

- the possibility that an Authorized Participant, the Fund or the Manager could be subject to regulation as a money service business or money transmitter, which could result in extraordinary expenses to such Authorized Participant, the Fund or the Manager and also result in decreased liquidity for the Shares;

- regulatory changes or interpretations that could obligate the Fund or the Manager to register and comply with new regulations, resulting in potentially extraordinary, nonrecurring expenses to the Fund;

- potential conflicts of interest that may arise among the Manager or its affiliates and the Fund;

- the potential discontinuance of the Manager's continued services, which could be detrimental to the Fund;

- the lack of ability to facilitate in-kind creations and redemptions of Shares, which could have adverse consequences for the Fund;

- the lack of ability to participate in Staking (as defined herein), which could have adverse consequences for the Fund; and

- the Custodian's possible resignation or removal by the Manager or otherwise, without replacement, which could trigger early termination of the Fund.

Consequently, all forward-looking statements made in this prospectus 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 these risks discussed in this prospectus, in "Part I—Item 1A. Risk Factors" in the Annual Report, in "Part II—Item 1.A. Risk Factors" in the Q3 2025 Quarterly Report, in any applicable prospectus supplement and in the other documents incorporated or deemed incorporated by reference herein, 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.

PROSPECTUS SUMMARY

You should read this entire prospectus and the material incorporated by reference herein, including "Part I— Item 1A. Risk Factors" in the Annual Report, "Part II—Item 1.A. Risk Factors" in the Q3 2025 Quarterly Report, in any applicable prospectus supplement and in the other documents incorporated or deemed incorporated by reference herein, before making an investment decision about the Shares.

Overview of the Fund

Grayscale Digital Large Cap Fund LLC (the "Fund") is a Cayman Islands limited liability company that was formed and registered on January 25, 2018 under the LLC Act. The Fund's purpose is to hold the top digital assets by market capitalization that meet certain criteria set by the Fund.

As a passive investment vehicle, the Fund's investment objective is for the value of the Shares (based on NAV per Share) to reflect the value of the digital assets held by the Fund (the "Fund Components") as determined by reference to their respective Index Prices or Digital Asset Reference Rates and weightings within the Fund, plus any cash held by the Fund and reduced by the Fund's expenses and other liabilities. Since July 1, 2022, the Fund Components have consisted of the digital assets that make up the CoinDesk Large Cap Select Index (DLCS) (the "DLCS"), as rebalanced from time to time, subject to the Manager's discretion to exclude individual digital assets in certain cases. The DLCS is designed and managed by CoinDesk Indices, Inc. (the "Index Provider"). The digital assets that make up the DLCS (the "DLCS Index Components" or, prior to June 5, the "Index Components") are drawn from the universe (the "DLCS Index Universe" or, prior to June 5, 2025, the "Index Universe") of investable digital assets meeting the following criteria, (i) the digital asset must be ranked in the top 250 in the Index Provider's Digital Asset Classification Standard ("DACS") report, (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 Trading Platform (as defined herein) for a minimum of 30 days leading up to the quarterly period beginning 14 days before the second business day of each January, April, July, and October, during which the DLCS is rebalanced (each such period, a "DLCS Index Rebalancing Period" or, prior to June 5, 2025, an "Index Rebalancing Period"). Due to the Index Provider's criteria for selecting digital assets for inclusion as DLCS Index Components, certain high market capitalization digital assets are not DLCS Index Components as a result of their categorization by the Index Provider or other specified reasons and therefore not included as DLCS Index Components. For example, as of the date hereof, Tether ("USDT") and U.S. Dollar Coin ("USDC") are not included due to their categorization by the Index Provider as stablecoins, Dogecoin ("DOGE") is not included due to its categorization by the Index Provider as a meme coin, and Binance Coin ("BNB") is not included due to custodian services from Coinbase Custody not being available for it.

The Index Provider applies market capitalization, liquidity and data availability criteria to the digital assets in the DLCS Index Universe in order to arrive at between five and ten digital assets that, in the Index Provider's judgment, represent a diversified benchmark for the largest and most liquid digital assets in the digital asset market (the "Large Cap sector"), rather than exposure to all digital assets in the DLCS Index Universe. The respective weightings of the DLCS Index Components within the DLCS are determined by the Index Provider based on market capitalization criteria, and are referred to as the "DLCS Index Weightings." The process followed by the Index Provider to determine the DLCS Index Universe, the DLCS Index Components and their respective DLCS Index Weightings is referred to as the "DLCS Methodology." The Fund seeks to (i) provide large-cap coverage of the digital asset market; (ii) minimize transaction costs through low turnover of the Fund's portfolio; and (iii) create a portfolio that could be replicated through direct purchases in the Digital Asset Market. Because DLCS Index Components target the Large Cap sector and are included in the DLCS in accordance with market capitalization and liquidity criteria, as of March 31, 2025, the DLCS covered approximately 86% of the market capitalization of the entire digital asset market, excluding stablecoins and meme coins, based on data provided by the Index Provider calculated using data from CoinMarketCap.com. Additionally, as of March 31, 2025, the DLCS covered approximately 97% of the market capitalization of the DLCS Index Universe.

Effective from June 5, 2025 the Fund Components will consist of the digital assets that make up the CoinDesk 5 Index (the "CD5" or the "Index"), as rebalanced from time to time, subject to the Manager's discretion to exclude individual digital assets in certain rules-based circumstances as further described in this prospectus and our Annual Report, as amended from time to time by our Exchange Act filings. The CD5 is designed and managed by the Index Provider. The digital assets that make up the CD5 (the "Index Components") are drawn from the universe of investable digital assets meeting the following criteria (the "Index Universe"): (i) the digital asset must be ranked in the top 250 by market capitalization, excluding stablecoins; (ii) the digital asset must be able to support an applicable index price by nature of its inclusion on a sufficient amount of digital asset trading platforms and volume metrics; (iii) the digital asset must not be a "wrapped token," "pegged token," or "liquid-staked asset," a "gas-only token," a "memecoin," a "privacy-focused" token, each as defined by the Index Provider, or an asset that meets the definition of a security as determined by the Index Provider; and (iv) the digital asset must be listed as a USD and/or USDC pair on a minimum of three trading platforms that contribute to the applicable Index Price and such trading platform must meet the following requirements: (a) at least one listing has existed for the previous 90 days; (b) at least one digital trading platform is a Category 1 Trading Platform; and (c) there has been 30 consecutive days of non-zero volume on all three trading platforms described above.

The Index Provider will apply market capitalization, liquidity and data availability criteria to the digital assets in the Index Universe in order to arrive at five digital assets that, in the Index Provider's judgment, represent a diversified benchmark for the largest and most liquid digital assets in the digital asset market (the "Large Cap Sector"), rather than exposure to all digital assets in the Index Universe. The respective weightings of the Index Components within the CD5 are determined by the Index Provider based on market capitalization criteria and are referred to as the "Index Weightings." The process followed by the Index Provider to determine the Index Universe, the Index Components and their respective Index Weightings is referred to as the "CD5 Methodology."

From and after June 5, 2025, the Fund will seek to (i) provide large cap coverage of the digital asset market; (ii) minimize transaction costs through low turnover of the Fund's portfolio; and (iii) create a portfolio that could be replicated through direct purchases in the Digital Asset Market. Because Index Components target the Large Cap Sector and are included in the CD5 in accordance with market capitalization and liquidity criteria, as of March 31, 2025, the CD5 covered approximately 86% of the market capitalization of the entire digital asset market, excluding stablecoins and meme coins, based on data provided by the Index Provider calculated using data from CoinMarketCap.com. Additionally, as of March 31, 2025, the CD5 covered approximately 84% of the market capitalization of the Index Universe.

As the context may require, prior to June 5, 2025, references herein to the "Index Components," "Index Universe," "Fund Rebalancing Period" and the "Index Rebalancing Period" are references to the "DLCS Index Components," the "DLCS Index Universe," the "DLCS Fund Rebalancing Period" and the "DLCS Index Rebalancing Period" as applicable.

The Fund Components consist of the Index Components except that the Manager may determine to exclude a particular Index Component in its discretion under a variety of circumstances. See "Part I—Item 1. Business—Fund Construction Criteria—DLCS Methodology—Inclusion of New Fund Components" in the Annual Report, as amended from time to time by our Exchange Act filings. The weightings of each Fund Component (the "Fund Weightings") are generally expected to be the same as the Index Weightings except when the Manager determines to exclude one or more digital assets from the Fund Components and/or rebalance the weighting of the Fund Components, in which case the Fund Weightings will generally be expected to be calculated proportionally to the respective Index Weightings for the remaining Index Components. In addition, the Manager expects to ensure on an initial and continuing basis that at least 85% of the total Fund Components (the "Weightings Floor") consist of commodities that are the primary investment underlying exchange-traded products previously approved by the SEC to list and trade on a national securities exchange ("Approved Components") and that no more than 15% of the Fund Components will be non-Approved Components. As of the date of this prospectus, the only Fund Components that are Approved Components are Bitcoin and Ether. The Manager expects that the Fund Components not included in the Weightings Floor will consist solely of digital assets that meet the Inclusion Criteria, as described in the Annual Report, but that are not Approved Components. If, following an Index Rebalancing Period, an Index Component is added which causes the Index Weightings of Approved Components in the aggregate to fall below 85% of the Index Weightings, the Manager expects that it will rebalance the Fund such that the applicable Fund Weightings of Approved Components will meet or exceed the Weightings Floor. With respect to any intra-quarter deviation from such Weightings Floor as a result of Fund Component price fluctuations, the Manager will cause the Fund to rebalance its portfolio to meet or exceed such Weightings Floor. This practice may cause deviations from the Index Weightings, which are not subject to such restrictions. In the event the Fund seeks to change this position, an application would need to be filed with the SEC by NYSE Arca seeking approval to amend its listing rules to permit the Fund to remove or modify the Weightings Floor for those affected Fund Components.

There can be no assurance that the Fund will be able to achieve its investment objective. Historically, the Fund has not met its investment objective and the Shares quoted on OTCQX have not reflected the value of the Fund Components, plus any cash held by the Fund and reduced by the Fund's expenses and other liabilities, but instead have traded at both premiums and discounts to such value, which at times have been substantial. The Fund will not utilize leverage, derivatives or any similar arrangements in seeking to meet its investment objective.

The Fund historically issued shares, which represented equal, fractional undivided interests in the profits, losses, distributions, capital and assets of, and ownership of, the Fund ("Shares"), on a periodic basis to certain "accredited investors" within the meaning of Rule 501(a) of Regulation D under the Securities Act. The Shares were quoted on OTC Markets Group Inc.'s OTCQX® Best Market ("OTCQX") under the ticker symbol "GDLC." From and after the date of this prospectus, the Fund intends to issue Shares on an ongoing basis pursuant to this registration statement and intends to rely on an exemption or other relief from the SEC under Regulation M to operate a redemption program, and intends to list the Shares on NYSE Arca under the symbol "GDLC." The Shares will be distributed by Authorized Participants who will be able to take advantage of arbitrage opportunities to keep the value of the Shares closely linked to the aggregate value of the Fund's assets, less its liabilities and expenses (referred to as the "arbitrage mechanism"). Immediately prior to listing on NYSE Arca, it is expected that the market price of the Shares will be at, or approximate to, a value that aligns with NAV per Share. Upon listing on NYSE Arca, the Manager expects the market price of the Shares and the NAV per Share to converge, thus closing the current discount to NAV per Share. Subsequent to the first day of trading, the Manager expects there to be a net creation of Shares if the Shares trade at a premium to NAV per Share and a net redemption of Shares if the Shares trade at a discount to NAV per Share, representing the effective functioning of the arbitrage mechanism.

Thereafter, it is expected that the Shares will be sold to the public at varying prices to be determined by reference to, among other considerations, the prices of the Fund Components represented by each Share and the trading price of the Shares on NYSE Arca at the time of each sale. Shares registered hereby are of the same class and will have the same rights as any Shares distributed prior to this offering.

As previously noted, the Shares have historically traded at a substantial premium over, or a substantial discount to, the value of the Fund's digital assets, plus any cash held by the Fund and reduced by the Fund's expenses and other liabilities. For example, from July 1, 2022 to March 31, 2025, the Shares quoted on OTCQX traded at a discount to the value of the Fund's NAV per Share based on the DLCS Methodology. From July 1, 2022 to March 31, 2025, the maximum discount of the closing price of the Shares quoted on OTCQX below the value of the Fund's NAV per Share was 63% and the average discount was 37%. The closing price of the Shares, as quoted on OTCQX at 4:00 p.m., New York time, on each business day, between July 1, 2022 to March 31, 2025, has been quoted at a discount on 689 days. As of March 31, 2025, the last business day of such period, the closing price of the Shares quoted on OTCQX was $34.73 and the Fund's Shares were quoted on OTCQX at a discount of 9% to the Fund's NAV per Share. As of June 23, 2025, the closing price of the Shares quoted on OTCQX was $45.38 and the Fund's Shares were quoted on OTCQX at a discount of 2% to the Fund's NAV per Share.

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 (the "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 Authority and be regulated as a mutual fund under the Mutual Funds Act (As Revised) of the Cayman Islands.

Grayscale Investments, LLC ("GSI") was the manager of the Fund before January 1, 2025, Grayscale Operating, LLC ("GSO") was the co-manager of the Fund from January 1, 2025 to May 3, 2025, and Grayscale Investments Sponsors, LLC ("GSIS") was the co-manager of the Fund from January 1, 2025 to May 3, 2025 and is and will be the sole remaining manager thereafter (each of GSI, GSO and GSIS, the "Manager", as the context may require, and GSO and GSIS, together, the "Co-Managers"). The Bank of New York Mellon is the transfer agent for the Fund (in such capacity, the "Transfer Agent") and the administrator for the Fund (in such capacity, the "Administrator"), Coinbase, Inc. is the prime broker for the Fund (the "Prime Broker") and Coinbase Custody Trust Company, LLC is the custodian for the Fund (the "Custodian").

The Fund issues Shares only in one or more blocks of 10,000 Shares (a block of 10,000 Shares is called a "Basket") to certain authorized participants ("Authorized Participants") from time to time. Baskets are offered in exchange for the Fund Components and cash, if any. Through its redemption program, the Fund redeems Shares from Authorized Participants on an ongoing basis. The creation and redemption of Baskets will be made only in exchange for the delivery to the Fund, or the distribution or other disposition by the Fund, of the amount of whole and fractional tokens of each Fund Component represented by each Basket being created plus cash representing the Cash Portion, if any. The amount of tokens of each Fund Component required to be delivered in connection with a Basket is calculated by dividing the total amount 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 (as defined herein) for such Fund Component and the amount of tokens of such Fund Component payable as a portion of Additional Fund Expenses (as defined herein) (in each case, determined using the applicable Index Price or Digital Asset Reference Rate), by the number of Shares outstanding at such time (with the quotient so obtained calculated to one one-millionth (i.e., carried to the sixth decimal place)), and multiplying such quotient by 10,000. We refer to the amount of tokens of each Fund Component so obtained as the "Fund Component Basket Amount." 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-millionth (i.e., carried to the sixth decimal place)), and multiplying such quotient by 10,000 (the "Cash Portion"). We refer to the sum of the Fund Component Basket Amounts for all Fund Components then held by the Fund, and the Cash Portion, if any, as the "Basket Amount."

The U.S. dollar value of a Basket of Shares at 4:00 p.m., New York time, on the trade date of a creation or redemption order is equal to the sum of (x) all "Fund Component Basket Amounts", which, for any Fund Component, is the amount of tokens of such Fund Component required to be delivered in connection with the creation or redemption of a Basket of Shares, multiplied by the applicable Index Price or Digital Asset Reference Rate; and (y) the Cash Portion, if any. The Index Prices and Digital Asset Reference Rates are calculated using non-GAAP methodology and are not used in the Fund's financial statements. See "Part I—Item 1. Business—Overview of the Digital Asset Industry and Market—Digital Asset Reference Rates" in the Fund's Annual Report, as amended from time to time by our Exchange Act filings.

The Basket Amount on any trade date is determined by adding (x) the Fund Component Basket Amounts for all Fund Components and (y) the Cash Portion, if any, in each case, as of such trade date.

The Fund creates Baskets of Shares only in exchange for the delivery to the Fund of the amount of whole and fractional tokens of each Fund Component represented by each Basket being created plus cash representing the Cash Portion, if any, and redeems Shares only in exchange for the distribution or other disposition by the Fund of the amount of whole and fractional tokens of each Fund Component represented by each Basket being created plus cash representing the Cash Portion, if any. At this time, Authorized Participants may only submit orders to create or redeem Shares through transactions that are referred to as "Cash Orders" in this prospectus. Cash Orders are made through the participation of a Liquidity Provider (as defined herein) and facilitated by the Transfer Agent, as described in "Description of Creation and Redemption of Shares." Authorized Participants must pay a Variable Fee (as defined herein) in connection with certain Cash Orders.

Subject to In-Kind Regulatory Approval, in the future Authorized Participants would also be able to submit orders to create or redeem shares through "In-Kind Orders." In connection with In-Kind Orders, Authorized Participants, or their AP Designees, would deposit Fund Components directly with the Fund or receive Fund Components directly from the Fund. However, because In-Kind Regulatory Approval has not been obtained, at this time Shares will not be created or redeemed through In-Kind Orders. Furthermore, there is regulatory uncertainty regarding whether registered broker-dealers can hold and deal in digital assets in compliance with the applicable requirements of the federal securities laws, including financial responsibility rules. Even if In-Kind Regulatory Approval were sought and obtained, there can be no assurance that in-kind creations or redemptions of the Shares will be available in the future. To the extent in-kind creations and redemptions of Shares continue to be unavailable for any reason, this could have adverse consequences for the Fund. See "Risk Factors—Risk Factors Related to the Fund and the Shares—The lack of ability to facilitate in-kind creations and redemptions of Shares could have adverse consequences for the Fund."

The Shares are neither interests in nor obligations of the Manager. As provided under the LLC Agreement, the Fund's assets will not be loaned or pledged, or serve as collateral for any loan, margin, rehypothecation, or other similar activity to which the Manager, the Fund or any of their respective affiliates are a party.

Some of the notable features of the Fund and its Shares include the holding of digital assets in the Fund's own accounts, the experience of the Manager's management team in the digital asset industry and the use of the Custodian to protect the Fund's private keys. See "Part I—Item 1. Business—Activities of the Fund" in the Annual Report.

The Manager maintains an Internet website at www.grayscale.com/crypto-products/grayscale-digital-large-cap-fund, through which the Fund's annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are made available free of charge after they have been filed with or furnished to the Securities and Exchange Commission (the "SEC"). Additional information regarding the Fund may also be found on the SEC's EDGAR database at www.sec.gov.

The contents of the websites referred to above and any websites referred to herein are not incorporated into this filing. Further, our references to the URLs for these websites are intended to be inactive textual references only.

Fund Objective and Determination of Principal Market NAV and NAV

The Fund's investment objective is for the value of the Shares (based on NAV per Share) to reflect the value of the Fund Components as determined by reference to their respective Index Prices or Digital Asset Reference Rates and weightings within the Fund, plus any cash held by the Fund and reduced by the Fund's expenses and other liabilities. There can be no assurance that the Fund will be able to achieve its investment objective.

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 Fund Components. A substantial direct investment in digital assets 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 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 Fund Components.

The Fund Components are carried, for financial statement purposes, at fair value as required by U.S. generally accepted accounting principles ("GAAP"). The Fund determines the fair value of the Fund Components based on the price provided by the Digital Asset Market (defined below) that the Fund considers its principal market as of 4:00 p.m., New York time, on the valuation date. The net asset value of the Fund determined on a GAAP basis is referred to in this prospectus as "Principal Market NAV." Prior to February 7, 2024, Principal Market NAV was referred to as NAV. "Digital Asset Market" means a "Brokered Market," "Dealer Market," "Principal-to-Principal Market" or "Exchange Market" (referred to as "Trading Platform Market" in this prospectus), as each such term is defined in the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Master Glossary. See "Part II—Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates—Principal Market and Fair Value Determination" in the Annual Report for more information on the Fund's principal market selection.

The Fund uses Index Prices or Digital Asset Reference Rates to calculate its "NAV," a Non-GAAP metric, which is the aggregate value, expressed in U.S. dollars, of the Fund's assets, less the U.S. dollar value of the Fund's expenses and other liabilities, calculated in the manner set forth under "Part I—Item 1. Business—Valuation of Digital Assets and Determination of NAV" in the Annual Report. "NAV per Share" is calculated by dividing NAV by the number of Shares currently outstanding. Prior to February 7, 2024, NAV was referred to as Digital Asset Holdings and NAV per Share was referred to as Digital Asset Holdings per Share.

NAV and NAV per Share are not measures calculated in accordance with GAAP. NAV is not intended to be a substitute for the Fund's Principal Market NAV calculated in accordance with GAAP, and NAV per Share is not intended to be a substitute for the Fund's Principal Market NAV per Share calculated in accordance with GAAP. Prior to February 7, 2024, Principal Market NAV was referred to as NAV and Principal Market NAV per Share was referred to as NAV per Share.

Digital Asset History

Digital Asset Networks are a recent technological innovation, and certain digital assets that are created, transferred, used and stored by entities and individuals have certain features associated with several types of assets, most notably commodities and currencies. The prices of digital assets on public Digital Asset Trading Platforms (as defined herein) have a limited history, and during this history, digital asset prices on the Digital Asset Markets more generally, and on Digital Asset Trading Platforms individually, have been volatile and subject to influence by many factors, including operational interruptions. While the Index Prices and Digital Asset Reference Rates are designed to limit exposure to the interruption of individual Digital Asset Trading Platforms, the Index Prices, the Digital Asset Reference Rates, and the prices of digital assets generally, remain subject to volatility experienced by Digital Asset Trading Platforms, and such volatility could adversely affect the value of the Shares. See "Part I—Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2025 (the "Q3 2025 Quarterly Report").

Several U.S. regulators, including the Financial Crimes Enforcement Network of the U.S. Department of the Treasury ("FinCEN"), the Commodity Futures Trading Commission ("CFTC"), the U.S. Internal Revenue Service ("IRS"), the Board of Governors of the Federal Reserve System ("Federal Reserve"), the Office of the Comptroller of the Currency ("OCC"), the Federal Deposit Insurance Corporation ("FDIC"), and state regulators, including the New York Department of Financial Services ("NYDFS"), have made official pronouncements or issued guidance or rules regarding the treatment of digital assets. Despite these pronouncements, the legal status of digital assets and related activities remains largely uncertain in the absence of federal legislation. For example, the status of most digital assets under federal securities laws is largely undetermined, although the SEC, through delegated authority, has approved exchange rule filings to list shares of trusts holding certain digital assets as commodity-based exchange-traded products, and therefore has implicitly taken the view that certain digital assets, such as Bitcoin or Ether, are non-security commodities. Similarly, the treatment of digital assets is often uncertain or contradictory in other countries. The regulatory uncertainty surrounding the treatment of digital assets creates risks for the Fund and its Shares. See "Part I—Item 1A. Risk Factors—Risk Factors Related to the Regulation of the Regulation of Digital Assets, the Fund and the Shares" in the Annual Report and the risk factors set forth in our other filings with the SEC incorporated by reference herein.

Staking

Staking on a Digital Asset Network refers to using a digital asset, or permitting such digital asset to be used, directly or indirectly, through an agent or otherwise, in such Digital Asset Network's proof-of-stake validation protocol, in exchange for the receipt of consideration, including, but not limited to, staking rewards paid in kind (collectively, "Staking"). At this time, none of the Fund, the Manager, the Custodian, nor any other person associated with the Fund may, directly or indirectly, engage in Staking of the Fund Components on behalf of the Fund, meaning no action will be taken pursuant to which any portion of the digital assets held by the Fund becomes used in proof-of-stake validation or is used to earn additional digital assets or generate income or other earnings, and there can be no assurance that the Fund, the Manager, the Custodian or any other person associated with the Fund will ever be permitted to engage in Staking of the Fund Components or such income generating activity in the future.

To the extent (i) the Fund were to amend its LLC Agreement to permit Staking of certain Fund Components and (ii) NYSE Arca were to seek and obtain a rule change permitting the listing of a spot digital asset investment vehicle engaged in Staking, in the future the Fund may seek to establish a program to use its digital assets in the proof-of-stake validation mechanism of any applicable Digital Asset Network to receive rewards comprising additional digital assets in respect of a portion of its digital asset holdings. However, as long as such conditions and requirements have not been satisfied, the Fund will not use Fund Components in the proof-of-stake validation mechanism of any applicable Digital Asset Network to receive rewards comprising additional digital assets in respect of its digital asset holdings. The current inability of the Fund to use Fund Components in Staking and receive such rewards could place the Shares at a comparative disadvantage relative to an investment in digital assets directly or through a vehicle that is not subject to such a prohibition, which could negatively affect the value of the Shares. See "Risk Factors—Risk Factors Related to the Fund and the Shares—The Fund is not permitted to engage in Staking, which could negatively affect the value of the Shares."

Principal Offices

The offices of the Fund and the Manager are located at 290 Harbor Drive, 4th Floor, Stamford, Connecticut 06902 and the Fund's telephone number is 212-668-1427. The Prime Broker's and the Custodian's office is located at 548 Market Street, #23008, San Francisco, CA 94104. The Transfer Agent's office is located at 240 Greenwich Street, New York, NY 10286.

Emerging Growth Company Status

The Fund is an "emerging growth company" as defined in the Jumpstart Our Business Startups Act (the "JOBS Act"). For as long as the Fund is an emerging growth company, unlike other public companies that are not emerging growth companies under the JOBS Act, it will not be required to:

- provide an auditor's attestation report on management's assessment of the effectiveness of our system of internal control over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act;

- provide more than two years of audited financial statements and related management's discussion and analysis of financial condition and results of operations;

- comply with any new requirements that may be adopted by the Public Company Accounting Oversight Board (the "PCAOB") requiring mandatory audit firm rotation or a supplement to the auditor's report in which the auditor would be required to provide additional information about the audit and the financial statements of the issuer;

- provide certain disclosure regarding executive compensation required of larger public companies; or

- obtain shareholder approval of any golden parachute payments not previously approved.

The Fund will cease to be an emerging growth company upon the earliest of:

- the last day of the fiscal year in which the Fund has $1.235 billion or more in annual revenues;

- the date on which the Fund becomes a "large accelerated filer" under Rule 12b-2 promulgated under the Exchange Act; the date on which the Fund issues more than $1.0 billion of non-convertible debt over a three-year period; or

- the last day of the fiscal year following the fifth anniversary of the Fund's initial public offering.

In addition, Section 107 of the JOBS Act provides that an emerging growth company can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. The Fund intends to take advantage of these reporting exemptions until it is no longer an emerging growth company. The Fund's election to use the phase-in periods permitted by this election may make it difficult to compare its financial statements to those of non-emerging growth companies and other emerging growth companies that have opted out of the longer phase-in periods under Section 107 of the JOBS Act and who will comply with new or revised financial accounting standards. If the Fund were to subsequently elect instead to comply with these public company effective dates, such election would be irrevocable pursuant to Section 107 of the JOBS Act.

THE OFFERING

Shares Offered by the Fund	Shares representing equal, fractional undivided interests in the profits, losses, distributions, capital and assets of, and ownership of, the Fund.
Use of Proceeds.....	Proceeds received by the Fund from the issuance and sale of Baskets will consist of Fund Components and cash, if any, deposited with the Fund in connection with creations. Such Fund Components will only be (i) owned by the Fund, (ii) transferred (or converted to U.S. dollars, if necessary) to pay the Fund's expenses, (iii) distributed or otherwise disposed of in connection with the redemption of Baskets or (iv) liquidated in the event that the Fund terminates or as otherwise required by law or regulation.
Proposed NYSE Arca symbol.....	GDLC
CUSIP	G40705108
Index Prices and Digital Asset Reference Rates.....	The Fund values its digital assets for operational purposes by reference to Index Prices or Digital Asset Reference Rates and weightings within the Fund, plus any cash held by the Fund and reduced by the Fund's expenses and other liabilities. Since July 1, 2022, upon adoption of the DLCS Methodology, the Digital Asset Reference Rate for each Fund Component is the reference rate used by the Index Provider to constitute the DLCS. Since July 1, 2022, the Digital Asset Reference Rate used by the Index Provider for each DLCS Index Component has been 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 Constituent Trading Platforms (such price, an "Indicative Price"). As such, since July 1, 2022, the Digital Asset Reference Rate for each Fund Component has been an Indicative Price. Under the DLCS Methodology, the Index Provider may also use a DLCS Index Price as the reference rate for a DLCS Index Component in the future, and if it does so, then the Manager will use a DLCS Index Price for the relevant Fund Component. The "DLCS Index Price" for a Fund Component would be 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 anomalistic or manipulative trading. From and after July 1, 2025, the value of the Fund Components will be determined by reference to Index Prices once the Fund transitions from the DLCS to the CD5. The "Index Price" of each Fund Component will be the U.S. dollar value of each Fund Component derived from the Digital Asset Trading Platforms that are reflected in each Fund Component's CoinDesk CCIXber Reference Rate, calculated at 4:00 p.m., New York time, on each business day. The Manager may, in its sole discretion, select a different Index Provider, select a different index price provided by the Index Provider, calculate the Index Price using a cascading set of rules as set forth in "Item 1. Business—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 Annual Report, as amended from time to time by our Exchange Act filings, or change such cascading set of rules at any time. The Manager will provide notice of any such changes in the Fund's periodic or current reports and, if the Manager makes such a change other than on an ad hoc or temporary basis, will file a proposed rule change with the SEC. *Digital Asset Trading Platform Public Market Data - DLCS* 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 Trading Platforms where the 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 Trading Platform, 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 stablecoins such as USDC. Over-the-counter dealers or market makers do not typically disclose their trade data.

As of March 31, 2025, the Digital Asset Trading Platforms included in the Digital Asset Reference Rates were Coinbase, Crypto.com, Kraken and Bullish. As further described below, the Manager and the Fund believe each of these Digital Asset Trading Platforms are in material compliance with applicable licensing requirements based on the Trading Platform Category and jurisdiction, as detailed below, and maintain practices and policies designed to comply with anti-money-laundering ("AML") and know-your-customer ("KYC") regulations.

Coinbase: A U.S.-based trading platform that has entities registered as money service businesses ("MSBs") with the U.S. Department of Treasury's Financial Crimes Enforcement Network ("FinCEN"), and that is licensed as a virtual currency business under the New York State Department of Financial Services' ("NYDFS") BitLicense, licensed as a money transmitter in various U.S. states, and chartered as a limited purpose trust company under New York Banking Law.

Crypto.com: A Singapore-based trading platform that has entities registered as MSBs with FinCEN and that is licensed as a money transmitter in various U.S. states and chartered as non-depository trust company by the New Hampshire Banking Department. Crypto.com does not hold a BitLicense.

Kraken: A U.S.-based trading platform that has entities registered as MSBs with FinCEN, and that is licensed as a money transmitter in various U.S. states, and chartered as a Special Purpose Depository Institution by the Wyoming Division of Banking. Kraken does not hold a BitLicense.

Bullish: A Gibraltar-based trading platform that has entities registered as MSBs with FinCEN. Bullish is not available to U.S. based customers. Bullish is categorized by the Index Provider as a "Category 2" trading platform which meets the inclusion criteria for DLCS but is non-U.S. licensed.

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 Trading Platforms included in the Digital Asset Reference Rates as of March 31, 2025, using data reported by the Reference Rate Provider from February 1, 2018 (the inception of the Fund's operations) to March 31, 2025, unless otherwise stated:

Bitcoin Trading Platforms included in the Digital Asset Reference Rate as of March 31, 2025[1]	**Volume (Bitcoin)**	**Market Share[2]**
Coinbase	40,809,012	30.42%
Kraken	12,079,173	9.00%
Crypto.com	6,038,924	4.50%
Total U.S. Dollar-Bitcoin trading pair	**58,927,109**	**43.92%**

(1) Effective December 4, 2023, the Reference Rate Provider removed LMAX Digital as a Constituent Trading Platform used to calculate the Indicative Price for Bitcoin and added Crypto.com as a Constituent Trading Platform, due to Crypto.com exceeding LMAX Digital in trading volume for Bitcoin. Effective February 2, 2024, the Reference Rate Provider removed Kraken as a Constituent Trading Platform used to calculate the Indicative Price for Bitcoin and added LMAX Digital as a Constituent Trading Platform, due to LMAX Digital exceeding Kraken in trading volume for Bitcoin. Effective July 2, 2024, the Reference Rate Provider removed LMAX Digital as a Constituent Trading Platform used to calculate the Indicative Price for Bitcoin and added Kraken as a Constituent Trading Platform, due to Kraken exceeding LMAX Digital in trading volume for Bitcoin.

(2) Market share is calculated using trading volume (in Bitcoin) for certain Digital Asset Trading Platforms, including Coinbase, Kraken, and Crypto.com, as well as certain other large U.S. dollar-denominated Digital Asset Trading Platforms that were

not included in the Digital Asset Reference Rate as of March 31, 2025, including Binance.US (data included from April 1, 2020 through July 14, 2023 and from February 18, 2025), Bitfinex, Bitflyer (data included from December 24, 2018), Bitstamp, Bittrex (data included from July 31, 2018 through December 3, 2023), Bullish (data included from March 31,2024), Cboe Digital (data included from October 1, 2020 through December 31, 2023), FTX.US (data included from April 1, 2022 through November 12, 2022), Gemini, itBit, LakeBTC (data included from January 27, 2019 through May 6, 2021), LMAX Digital (data included from January 1, 2020), HitBTC (data included from April 1, 2019 through March 31, 2020) and OKCoin (data included from inception through December 31, 2022).

Ether Trading Platforms included in the Digital Asset Reference Rate as of March 31, 2025[1]	Volume (Ether)	Market Share[2]
Coinbase	456,241,556	32.66%
Crypto.com	162,132,707	11.61%
Bullish	7,763,216	0.56%
Total U.S. Dollar-Ether trading pair	**626,137,479**	**44.83%**

(1) Effective November 2, 2023, the Reference Rate Provider removed Kraken as a Constituent Trading Platform used to calculate the Indicative Price for Ether and added Crypto.com as a Constituent Trading Platform, due to Crypto.com exceeding Kraken in trading volume for Ether. Effective February 2, 2024, the Reference Rate Provider removed LMAX Digital as a Constituent Trading Platform used to calculate the Indicative Price for Ether and added Kraken as a Constituent Trading Platform, due to Kraken exceeding LMAX Digital in trading volume for Ether. Effective May 2, 2024, the Reference Rate Provider removed Kraken as a Constituent Trading Platform used to calculate the Indicative Price for Ether and added LMAX Digital as a Constituent Trading Platform, due to LMAX Digital exceeding Kraken in trading volume for Ether. Effective January 3, 2025, the Reference Rate Provider removed LMAX Digital as a Constituent Trading Platform used to calculate the Indicative Price for Ether and added Bullish as a Constituent Trading Platform, due to Bullish exceeding LMAX Digital in trading volume for Ether.

(2) Market share is calculated using trading volume (in Ether) for certain Digital Asset Trading Platforms, including Coinbase, Bullish and Crypto.com, as well as certain other large U.S. dollar-denominated Digital Asset Trading Platforms that were not included in the Digital Asset Reference Rate as of March 31, 2025, including Bitstamp, Binance.US (data included from April 1, 2020 through October 14, 2023 and from February 18, 2025), Bittrex (data included from July 31, 2018 through December 3, 2023), Bitfinex, Bitflyer (data included from November 13, 2022), Cboe Digital (data included from October 1, 2020 through December 31, 2023), Gemini, HitBTC (data included from June 13, 2019 through March 31, 2020), itBit (data included from December 27, 2018), Kraken, OKCoin (data included from December 25, 2018 through December 31, 2022), FTX.US (data included from July 1, 2021 through November 12, 2022) and LMAX Digital.

Solana Trading Platforms included in the Digital Asset Reference Rate as of March 31, 2025[1]	Volume (SOL)	Market Share[2]
Coinbase	2,004,389,102	65.04%
Kraken	493,911,210	16.03%
Crypto.com	85,659,525	2.78%
Total U.S. Dollar-SOL trading pair	**2,583,959,837**	**83.85%**

(1) Effective October 2, 2024, the Reference Rate Provider removed LMAX Digital as a Constituent Trading Platform used to calculate the Indicative Price for SOL and added Crypto.com as a Constituent Trading Platform, due to Crypto.com exceeding LMAX Digital in trading volume for SOL.

(2) Market share is calculated using trading volume (in SOL) for certain Digital Asset Trading Platforms, including Coinbase, Kraken and Crypto.com, as well as certain other large U.S. dollar-denominated Digital Asset Trading Platforms that were not included in

the Digital Asset Reference Rate as of March 31, 2025, including Binance.US (data included from October 1, 2021 through July 13, 2023 and from February 18, 2025), Bitfinex, Bitstamp (data included from January 1, 2023), Bittrex (data included from January 1, 2023 through December 3, 2023), Bullish (data included from August 7, 2024), CEX.IO (data included from January 1, 2023 through February 23, 2025), FTX.US (data included from October 1, 2021 through November 10, 2022), Gate.IO (data included from January 1, 2023 through July 2, 2023), Gemini (data included from March 1, 2022), itBit (data included from November 6, 2022), LMAX Digital (data included from April 1, 2023), OKCoin (data included from March 22, 2022 through December 8, 2022), and OKX (data included from December 6, 2024).

XRP Trading Platforms included in the Digital Asset Reference Rate as of March 31, 2025[1]	Volume (XRP)	Market Share[2]
Coinbase	115,617,205,067	31.13%
Kraken	46,212,125,228	12.44%
Crypto.com	14,416,929,365	3.88%
Total U.S. Dollar-XRP trading pair	**176,246,259,660**	**47.45%**

(1) Effective January 4, 2024, the Manager adjusted the Fund's portfolio by selling the existing Fund Components in proportion to their respective weightings and using the cash proceeds to purchase XRP in accordance with the DLCS Methodology. Effective October 2, 2024, the Reference Rate Provider removed Bitstamp as a Constituent Trading Platform used to calculate the Indicative Price for XRP and added Crypto.com as a Constituent Trading Platform, due to Crypto.com exceeding Bitstamp in trading volume for XRP.

(2) Market share is calculated using trading volume (in XRP) for certain Digital Asset Trading Platforms, including Coinbase, Kraken and Crypto.com, as well as certain other large U.S. dollar-denominated Digital Asset Trading Platforms that were not included in the Digital Asset Reference Rate as of March 31, 2025, including Binance.US (data included from September 22, 2019 through January 12, 2021 and from March 11, 2025), Bitfinex, Bitstamp, Bittrex (data included from March 20, 2019 through December 3, 2023), CEX.IO (data included from September 29, 2023 through February 26, 2025), Gemini (data included from August 9, 2023), LMAX Digital (data included from February 17, 2021), and OKX (data included from December 9, 2024).

ADA Trading Platforms included in the Digital Asset Reference Rate as of March 31, 2025[1]	Volume (ADA)	Market Share[2]
Coinbase	84,734,444,420	70.55%
Kraken	15,597,480,577	12.99%
Crypto.com	3,642,694,979	3.03%
Total U.S. Dollar-ADA trading pair	**103,974,619,976**	**86.57%**

(1) Effective January 3, 2025, the Manager adjusted the Fund's portfolio by selling the existing Fund Components in proportion to their respective weightings and using the cash proceeds to purchase ADA in accordance with the DLCS Methodology.

(2) Market share is calculated using trading volume (in ADA) for certain Digital Asset Trading Platforms, including Coinbase, Kraken and Crypto.com, as well as certain other large U.S. dollar-denominated Digital Asset Trading Platforms that were not included in the Digital Asset Reference Rate as of March 31, 2025, including Binance.US (data included through July 13, 2023 and from February 18, 2025), Bitfinex, Bitstamp (data included from November 24, 2021), Bittrex (data included through December 3, 2023), and OKCoin (data included from March 22, 2022 through December 8, 2022).

Digital Asset Trading Platform Public Market Data - CD5

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 Trading Platforms where the digital asset is traded publicly and transparently. On each online Digital Asset Trading Platform, 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 stablecoins such as USDC. Over-the-counter dealers or market makers do not typically disclose their trade data.

As of March 31, 2025, the Digital Asset Trading Platforms included in the Index Prices were Bitfinex, Bitstamp, Bullish, Bybit, Crypto.com, Gemini, itBit, Kraken, LMAX Digital, and OKX. As further described below, the Manager and the Fund believe each of these Digital Asset Trading Platforms are in material compliance with applicable licensing requirements based on the Trading Platform Category and jurisdiction, as detailed below, and maintain practices and policies designed to comply with anti-money laundering ("AML") and know-your-customer ("KYC") regulations.

Bitstamp by Robinhood: A U.K.-based trading platform that has U.S. operations and entities registered as MSBs with FinCEN, holds a BitLicense, and that is licensed as a money transmitter in various U.S. states.

Bitfinex: A British Virgin Islands based trading platform. Bitfinex does not hold any licenses or registrations in the U.S. and is not available to U.S.-based customers. Bitfinex is categorized by the Index Provider as a "Category 2" trading platform that meets the Inclusion Criteria but is non-U.S. licensed.

Bullish: A Gibraltar-based trading platform that has entities registered as MSBs with FinCEN. Bullish is not available to U.S.-based customers. Bullish is categorized by the Index Provider as a "Category 2" trading platform that meets the Inclusion Criteria but is non-U.S. licensed.

Bybit: A United Arab Emirates-based trading platform. Bybit does not hold any licenses or registrations in the U.S. and is not available to U.S. based customers. Bybit is categorized by the Index Provider as a "Category 2" trading platform that meets the Inclusion Criteria but is non-U.S. licensed.

Crypto.com: A Singapore-based trading platform that has entities registered as MSBs with FinCEN, and that is licensed as a money transmitter in various U.S. states and chartered as a non-depository trust company by the New Hampshire Banking Department. Crypto.com does not hold a BitLicense.

Gemini: A U.S.-based trading platform that has entities registered as MSBs with FinCEN and that is licensed as a money transmitter in various U.S. states. Gemini is exempt from applying for a BitLicense under the framework established by NYDFS because of their trust charter under New York Banking Law.

itBit: A U.S.-based trading platform that has entities registered as MSBs with FinCEN and that is licensed as a limited purpose trust company under the NYDFS through its parent company, Paxos Trust Company, LLC. itBit does not hold a BitLicense.

Kraken: A U.S.-based trading platform that has entities registered as MSBs with FinCEN, and that is licensed as a money transmitter in various U.S. states and chartered as a Special Purpose Depository Institution by the Wyoming Division of Banking. Kraken does not hold a BitLicense.

LMAX Digital: A U.K.-based trading platform that has entities registered as a broker with the U.K. Financial Conduct Authority, and that is licensed as an MSB with FinCEN and regulated by the Gibraltar Financial Services Commission.

OKX: A Seychelles-based trading platform. OKX does not hold any licenses or registrations in the U.S. and is not available to U.S.-based customers. OKX is categorized by the Index Provider as a "Category 2" trading platform that meets the Inclusion Criteria but is non-U.S. licensed.

The below tables reflect the trading volume in the Fund Components and market share of the Fund Component-U.S. dollar trading pairs of each of the Digital Asset Trading Platforms included in the Index Prices as of March 31, 2025 (collectively, "Constituent Trading Platforms"), using data reported by the Index Price Provider from January 1, 2024 to March 31, 2025:

Bitcoin Trading Platforms included in the Index Price as of March 31, 2025	Volume (Bitcoin)	Market Share[(1)]
Crypto.com	5,649,095	35.01%
Kraken	1,054,839	6.54%
Bitstamp	962,978	5.97%
LMAX Digital	909,192	5.64%
Bitfinex	624,078	3.87%
Bullish	561,913	3.48%
Gemini	357,780	2.22%
itBit	75,869	0.47%
OKX	14,817	0.09%
Total U.S. Dollar-Bitcoin trading pair	**10,210,559**	**63.28%**

Bitcoin Trading Platforms included in the Index Price as of March 31, 2025	Volume (Bitcoin)	Market Share[(1)]
Bullish	3,802,861	39.47%
Bybit	2,831,696	29.39%
OKX	624,904	6.49%
Kraken	48,807	0.51%
Bitstamp	6,184	0.06%
Total USDC-Bitcoin trading pair	**7,314,452**	**75.91%**

(1) Bitcoin market share is calculated using trading volume (in Bitcoin) for certain Digital Asset Trading Platforms, including Bitfinex, Bitstamp, Bullish, Bybit, Crypto.com, Gemini, itBit, Kraken, LMAX Digital and OKX, as well as certain other large U.S.-dollar and USDC denominated Digital Asset Trading Platforms that were not included in the Index Price as of March 31, 2025, including Binance, Binance.US, Bitflyer Coinbase, CEX.IO, Huobi, Kucoin, Lbank, MEXC and Derebit

Ether Trading Platforms included in the Index Price as of March 31, 2025	Volume (Ether)	Market Share[(1)]
Crypto.com	147,382,677	62.57%
LMAX Digital	8,517,589	3.62%
Kraken	7,881,802	3.35%
Bullish	7,763,216	3.30%
Bitstamp	3,606,634	1.53%
Bitfinex	3,529,425	1.50%
Gemini	2,839,061	1.21%
itBit	755,172	0.32%
OKX	597,631	0.25%
Total U.S. Dollar-Ether trading pair	**182,873,207**	**77.63%**

Ether Trading Platforms included in the Index Price as of March 31, 2025	Volume (Ether)	Market Share[(1)]
Bybit	49,754,266	21.12%
Bullish	43,462,680	18.45%
OKX	8,970,449	3.81%
Kraken	381,191	0.16%
Bitstamp	32,379	0.01%
Total USDC-Ether trading pair	**102,600,965**	**43.56%**

(1) Ether market share is calculated using trading volume (in Ether) for certain Digital Asset Trading Platforms, including Bitfinex, Bitstamp, Bullish, Bybit, Crypto.com, Gemini, itBit, Kraken, LMAX Digital and OKX, as well as certain other large U.S.-dollar and USDC denominated Digital Asset Trading Platforms that were not included in the Index Price as of March 31, 2025, including Binance, Binance.US, Bitfinex, Bitflyer, CEX.IO, Coinbase, Derebit, Gemini, HitBTC, Huobi, itBit, KuCoin, Lbank, LMAX Digital, MEXC, and OKCoin.

SOL Trading Platforms included in the Index as of March 31, 2025	Volume (SOL)	Market Share[1]
Kraken	180,697,333	21.26%
Crypto.com	63,266,934	7.44%
LMAX Digital	30,571,876	3.60%
Bitstamp	19,768,722	2.33%
Gemini	13,116,265	1.54%
Bitfinex	12,411,935	1.46%
Bullish	3,443,144	0.41%
itBit	2,056,975	0.24%
OKX	1,553,079	0.18%
Total U.S. Dollar-SOL trading pair	**326,886,263**	**38.46%**

SOL Trading Platforms included in the Index as of March 31, 2025	Volume (SOL)	Market Share[1]
Bybit	66,734,820	23.48%
OKX	25,311,560	8.90%
Bullish	23,783,549	8.37%
Kraken	1,803,180	0.63%
Total USDC-SOL trading pair	**117,633,109**	**41.38%**

(1) SOL market share is calculated using trading volume (in SOL) for certain Digital Asset Trading Platforms, including Bitfinex, Bitstamp, Bullish, Bybit, Crypto.com, Gemini, itBit, Kraken, LMAX Digital, and OKX, as well as certain other large U.S. dollar and USDC denominated Digital Asset Trading Platforms that were not included in the Index Price as of March 31, 2025, including Binance, Binance.US, CEX.IO, Coinbase, Derebit, Gate.IO, KuCoin, Lbank, and MEXC.

XRP Trading Platforms included in the Index as of March 31, 2025	Volume (XRP)	Market Share[1]
Crypto.com	12,847,158,745	13.76%
Kraken	11,222,742,450	12.02%
Bitstamp	6,621,938,727	7.09%
LMAX Digital	5,340,528,253	5.72%
Bitfinex	1,684,516,016	1.80%
Gemini	868,329,195	0.93%
OKX	84,362,827	0.09%
Total U.S. Dollar-XRP trading pair	**38,669,576,213**	**41.41%**

XRP Trading Platforms included in the Index as of March 31, 2025	Volume (XRP)	Market Share[1]
Bullish	21,913,561,282	54.49%
Bybit	5,147,733,555	12.80%
OKX	2,157,197,958	5.36%
Kraken	81,385,761	0.20%
Total USDC-XRP trading pair	**29,299,878,556**	**72.86%**

(1) XRP market share is calculated using trading volume (in XRP) for certain Digital Asset Trading Platforms, including Bitfinex, Bitstamp, Bullish, Bybit, Crypto.com, Gemini, Kraken, LMAX Digital, and OKX, as well as certain other large U.S. dollar and USDC denominated Digital Asset Trading Platforms that were not included in the Index Price as of March 31, 2025, including Bibox, Binance, Binance.US, Coinbase, Deribit, Gate.IO, KuCoin, Lbank, and MEXC.

ADA Trading Platforms included in the Index as of March 31, 2025	Volume (ADA)	Market Share[1]
Kraken	5,074,914,798	17.24%
Crypto.com	2,606,371,671	8.86%
Bitfinex	856,345,067	2.91%
Bitstamp	599,531,930	2.04%
Total U.S. Dollar-ADA trading pair	**9,137,163,466**	**31.05%**

ADA Trading Platforms included in the Index as of March 31, 2025	Volume (ADA)	Market Share[1]
Bybit	1,141,907,555	10.14%
OKX	488,344,223	4.34%
Kraken	113,409,303	1.01%
Total USDC-ADA trading pair	**1,743,661,080**	**15.49%**

(1) ADA market share is calculated using trading volume (in ADA) for certain Digital Asset Trading Platforms, including Bitfinex, Bitstamp, Bybit, Crypto.com, Kraken, and OKX, as well as certain other large U.S. dollar and USDC denominated Digital Asset Trading Platforms that were not included in the Index Price as of March 31, 2025, including Binance, Binance.US, Coinbase, Gate.IO, HitBTC, KuCoin, and MEXC.

Information regarding each Digital Asset Trading Platform may be found, where available, on the websites for such Digital Asset Trading Platforms, among other places. Such information is referenced for informational purposes only and is not incorporated by reference into this prospectus.

Fund Construction Criteria ..... From July 1, 2022 to June 5, 2025, the digital assets held by the Fund have consisted of the digital assets that make up the CoinDesk Large Cap Select Index (DLCS) (the "DLCS"), as rebalanced from time to time, subject to the Manager's discretion to exclude individual digital assets in certain cases. The DLCS is designed and managed by CoinDesk Indices, Inc. (the "Index Provider"). The digital assets that make up the DLCS (the "DLCS Index Components" or, prior to June 5, 2025, the "Index Components") are drawn from the universe (the "DLCS Index Universe" or, prior to June 5, 2025, the "Index Universe") of investable digital assets meeting the following criteria, (i) the digital asset must be ranked in the top 250 in the Index Provider's Digital Asset Classification Standard ("DACS") report, (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 Trading Platform (as defined herein) for a minimum of 30 days leading up to the Index Rebalancing Period (as defined herein). Due to the Index Provider's criteria for selecting digital assets for inclusion as DLCS Index Components, certain high market capitalization digital assets are not DLCS Index Components as a result of their categorization by the Index Provider or other specified reasons and therefore not included as DLCS Index Components. For example, as of the date hereof, USDT and USDC are not included due to their categorization by the Index Provider as stablecoins, DOGE is not included due to its categorization by the Index Provider as a meme coin, and BNB is not included due to custodian services from Coinbase Custody not being available for it.

The Index Provider applies market capitalization, liquidity and data availability criteria to the digital assets in the DLCS Index Universe in order to arrive at between five and ten digital assets that, in the Index Provider's judgment, represent a diversified benchmark for the largest and most liquid digital assets in the digital asset market (the "Large Cap sector"), rather than exposure to all digital assets in the DLCS Index Universe. The respective weightings of the DLCS Index Components within the DLCS are determined by the Index Provider based on market capitalization criteria, and are referred to as the "DLCS Index Weightings." The process followed by the Index Provider to determine the DLCS Index Universe, the DLCS Index Components and their respective DLCS Index Weightings is referred to as the "DLCS Methodology." The Fund seeks to (i) provide large-cap coverage of the digital asset market; (ii) minimize transaction costs through low turnover of the Fund's portfolio; and (iii) create a portfolio that could be replicated through direct purchases in the Digital Asset Market. Because DLCS Index Components target the Large Cap sector and are included in the DLCS in accordance with market capitalization and liquidity criteria, as of March 31, 2025, the DLCS covered approximately 86% of the market capitalization of the entire digital asset market, excluding stablecoins and meme coins, based on data provided by the Index Provider calculated using data from CoinMarketCap.com. Additionally, as of March 31, 2025, the DLCS covered approximately 97% of the market capitalization of the DLCS Index Universe.

From July 1, 2022 to June 5, 2025, the Fund Components consist of the DLCS Index Components except that the Manager may determine to exclude a particular DLCS Index Component in its discretion under a variety of circumstances. See "Part I—Item 1. Business—Fund Construction Criteria—DLCS Methodology—Inclusion of New Fund Components" in the Annual Report, as amended from time to time by our Exchange Act filings. The weightings of each Fund Component (the "DLCS Weightings") are generally expected to be the same as the DLCS Index Weightings except when the Manager determines to exclude one or more digital assets from the Fund Components, in which case the DLCS Weightings are generally expected to be calculated proportionally to the respective DLCS Index Weightings for the remaining DLCS Index Components. See "Part I—Item 1. Business—Fund Construction Criteria" in the Annual Report, as amended from time to time by our Exchange Act filings.

From and after June 5, 2025, the digital assets held by the Fund will consist of the digital assets that make up the CoinDesk 5 Index (CD5) (the "CD5"), as rebalanced from time to time, subject to the Manager's discretion to exclude individual digital assets in certain cases. The CD5 is designed and managed by the Index Provider. The digital assets that make up the CD5 (the "Index Components") will be drawn from the universe of investable digital assets meeting the following criteria (the "Index Universe"): (i) the digital asset must be ranked in the top 250 by market capitalization, excluding stablecoins; (ii) the digital asset must be able to support an applicable index price by nature of its inclusion on a sufficient amount of digital asset trading platforms and volume metrics; (iii) the digital asset must not be a "wrapped token," "pegged token," or "liquid-staked asset," a "gas-only token," a "memecoin," a "privacy-focused" token, each as defined by the Index Provider, or an asset that meets the definition of a security as determined by the Index Provider; and (iv) the digital asset must be listed as a USD and/or USDC pair on a minimum of three trading platforms that contribute to the applicable Index Price and such

trading platform must meet the following requirements: (a) at least one listing has existed for the previous 90 days; (b) at least one digital trading platform is a Category 1 Trading Platform; and (c) there has been 30 consecutive days of non-zero volume on all three trading platforms described above.

The Index Provider will apply market capitalization, liquidity and data availability criteria to the digital assets in the Index Universe in order to arrive at five digital assets that, in the Index Provider's judgment, represent a diversified benchmark for the largest and most liquid digital assets in the digital asset market (the "Large Cap Sector"), rather than exposure to all digital assets in the Index Universe. The respective weightings of the Index Components within the CD5 are determined by the Index Provider based on market capitalization criteria and are referred to as the "Index Weightings." The process followed by the Index Provider to determine the Index Universe, the Index Components and their respective Index Weightings is referred to as the "CD5 Methodology."

From and after June 5, 2025, the Fund will seek to (i) provide large cap coverage of the digital asset market; (ii) minimize transaction costs through low turnover of the Fund's portfolio; and (iii) create a portfolio that could be replicated through direct purchases in the Digital Asset Market. Because Index Components target the Large Cap Sector and are included in the CD5 in accordance with market capitalization and liquidity criteria, as of March 31, 2025, the CD5 covered approximately 86% of the market capitalization of the entire digital asset market, excluding stablecoins and meme coins, based on data provided by the Index Provider calculated using data from CoinMarketCap.com. Additionally, as of March 31, 2025, the CD5 covered approximately 84% of the market capitalization of the Index Universe.

The Fund Components will consist of the Index Components except that the Manager may determine to exclude a particular Index Component in its discretion under certain rules-based circumstances. The weightings of each Fund Component (the "Weightings") are generally expected to be the same as the Index Weightings except when the Manager determines to exclude one or more digital assets from the Fund Components and/or rebalance the weighting of the Fund Components, in which case the Weightings are generally expected to be calculated proportionally to the respective Index Weightings for the remaining Index Components. The Fund uses the CD5 Methodology to construct its portfolio.

In addition, the Manager expects to ensure on an initial and continuing basis that at least 85% of the total Fund Components (the "Weightings Floor") consist of commodities that are the primary investment underlying exchange-traded products previously approved by the SEC to list and trade on a national securities exchange ("Approved Components") and that no more than 15% of the Fund Components will be non-Approved Components. As of the date of this prospectus, the only Fund Components that are Approved Components are Bitcoin and Ether. The Manager expects that the Fund Components not included in the Weightings Floor will consist solely of digital assets that meet the Inclusion Criteria, as described in the Annual Report, but that are not Approved Components. If, following an Index Rebalancing Period, an Index Component is added which causes the Index Weightings of Approved Components in the aggregate to fall below 85% of the Index Weightings, the Manager expects that it will rebalance the Fund such that the applicable Fund Weightings of Approved Components will meet or exceed the Weightings Floor. With respect to any intra-quarter deviation from such Weightings Floor as a result of Fund Component price fluctuations, the Manager will cause the Fund to rebalance its portfolio to meet or exceed such Weightings Floor. This practice may cause deviations from the Index Weightings, which are not subject to such restrictions. In the event the Fund seeks to change this position, an application would need to be filed with the SEC by NYSE Arca seeking approval to amend its listing rules to permit the Fund to remove or modify the Weightings Floor for those affected Fund Components.

Rebalancing ..... From July 1, 2022 to June 5, 2025, the Index Provider reviews the DLCS for rebalancing according to the DLCS Methodology quarterly during a period beginning 14 days before the second business day of each January, April, July, and

October (each such period, a "DLCS Index Rebalancing Period" or , prior to June 5, 2025, an "Index Rebalancing Period"). At the start of each Index Rebalancing Period, the DLCS Provider applies the DLCS Methodology to determine any changes to the DLCS Index Components and the DLCS Index Weightings, after which the Manager rebalances the Fund's portfolio accordingly, subject to application of the DLCS Exclusion Criteria. In order to rebalance the Fund's portfolio, the Manager will (i) determine whether any Fund Components have been removed from the DLCS and should therefore be removed as Fund Components, (ii) determine whether any new digital assets have been added to the DLCS and should therefore be included as Fund Components, and (iii) determine how much cash the Fund holds. If a Fund Component is no longer included in the DLCS, 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 DLCS Fund Weightings. If a digital asset not then included in the Fund's portfolio was newly eligible for inclusion in the Fund's portfolio because it was added to the DLCS and not excluded through the DLCS Exclusion Criteria, the Manager would adjust the Fund's portfolio by selling tokens of the then-current Fund Components in the Digital Asset Markets in proportion to their respective DLCS Fund Weightings and using the cash proceeds to purchase tokens of the newly eligible digital assets.

From July 1, 2022 to June 5, 2025, the Manager rebalances the Fund's portfolio quarterly during a period beginning on the second business day of each January, April, July and October (each such period, a "DLCS Fund Rebalancing Period" or, prior to June 5, 2025, a "Fund Rebalancing Period"). The Manager expects each Fund Rebalancing Period to last between one and five business days. The Manager would post on its website the new Fund Components and their respective Fund Weightings at the end of each Fund Rebalancing Period based on the assessment described above. During each Fund Rebalancing Period, the Manager would halt creations and redemptions of Shares. If a Fund Rebalancing Period ends prior to 4:00 p.m., New York time, on a business day, the Manager would cause the Fund to resume creations and redemptions on such business day and the Fund will create or redeem Shares in exchange for, respectively, contributions or distributions of cash representing the Cash Portion, if any, plus then-current Fund Components in proportion to their respective DLCS Fund 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 "Part I—Item 1. Business—Description of the Fund—Creation of Shares" in the Annual Report. If a Fund Rebalancing Period ends after 4:00 p.m., New York time, on a business day, the Manager would cause the Fund to resume creations and redemptions on the following business day.

Under the DLCS Methodology, 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 Fund Weighting of each Fund Component would generally dynamically adjust with the market, even without adjustments to such Fund Component's Fund Weighting, to account for gradual changes in supply. Therefore, the Manager would not expect the Index Provider to cause the DLCS to remove or add tokens of any Index Component during a DLCS Rebalancing Period, and accordingly the Manager generally would 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 from contributions in connection with the creation of Baskets. However, should the Manager determine that the DLCS Fund 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 Fund Weighting.

During any DLCS Fund Rebalancing Period, the Manager would also generally cause the Fund to use any cash contributed to the Fund as the Cash Portion to purchase additional tokens of all Fund Components then held by the Fund in proportion to their respective DLCS Fund 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 DLCS outside of the scheduled DLCS Rebalancing Period under extraordinary circumstances. In the event the Index Provider removes a DLCS 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.

From and after June 5, 2025, the Index Provider will review the CD5 for rebalancing according to the CD5 Methodology quarterly during a period beginning 30 days before the last business day of each January, April, July, and October (each such period, an "Index Rebalancing Period"). At the start of each Index Rebalancing Period, the Index Provider will apply the CD5 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 CD5 and should therefore be removed as Fund Components, (ii) determine whether any new digital assets have been added to the CD5 and should therefore be included as Fund Components, and (iii) determine how much cash the Fund holds. If a Fund Component is no longer included in the CD5, 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 CD5 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.

From and after June 5, 2025 the Manager will rebalance the Fund's portfolio quarterly during a period beginning on the last 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 Manager will post on its website the new Fund Components and their respective Fund 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 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 and redemptions on such business day and the Fund will create or redeem Shares in exchange for, respectively, contributions or distributions of cash representing the Cash Portion, if any, plus then-current Fund Components in proportion to their respective Fund 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 "Part I—Item 1. Business—Description of the Fund—Creation of Shares" in the Annual Report. 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 and redemptions on the following business day.

Under the CD5 Methodology, 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 Fund Weighting of each Fund Component will generally dynamically adjust with the market, even without adjustments to such Fund Component's Fund Weighting, to account for gradual changes in supply. Therefore, the Manager does not expect the Index Provider to cause the CD5 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 from contributions in connection with the creation of Baskets. However, should the Manager determine that the Fund 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 Fund Weighting.

During any Fund Rebalancing Period, the Manager will also generally cause the Fund to use any cash contributed to the Fund as the Cash Portion to purchase additional tokens of all Fund Components then held by the Fund in proportion to their respective Fund 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 CD5 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.

On April 2, 2025, the Index Provider completed the quarterly rebalancing of the DLCS and determined that Bitcoin, Ether, SOL, XRP, and ADA met the inclusion criteria of the DLCS Index. On April 2, 2025, following the rebalancing of the DLCS Index, the Manager completed its quarterly review of the Fund's portfolio and initiated the process of rebalancing the Fund. Accordingly, the Manager adjusted the Fund's portfolio by purchasing and selling existing Fund Components in proportion to their respective DLCS Fund Weightings. As of April 3, 2025, following the rebalancing, the Fund Components consisted of 79.59% Bitcoin, 10.54% Ether, 5.86% XRP, 2.88% SOL and 1.13% ADA, and each of the Fund's Shares represented 0.0004 Bitcoin, 0.0022 Ether, 1.0697 XRP, 0.0094 SOL, and 0.6620 ADA.

Basket ..... The amount of whole and fractional digital assets represented by each Basket at any time is determined by adding (x) the Fund Component Basket Amounts for all Fund Components and (y) the Cash Portion, if any (the "Basket Amount").

Except as otherwise affected by a rebalancing of the Fund's portfolio, the amount of Fund Components represented by each Share will gradually decrease over time due to the transfer or sale of the Fund's Fund Components to pay the Manager's Fee and any Fund expenses not assumed by the Manager. See "Part I—Item 1. Business—Activities of the Fund" in the Annual Report.

Creation and Redemption ..... The Fund issues Shares on an ongoing basis, but only in one or more whole Baskets of 10,000 Shares each. In addition, on the effective date of the registration

statement of which this prospectus forms a part, the Fund began its redemption program. Through its redemption program, the Fund redeems Shares from Authorized Participants on an ongoing basis.

The creation and redemption of Baskets require the delivery to or acquisition by the Fund, or the distribution or disposition by the Fund, of the amount of whole and fractional tokens of each Fund Component represented by each Basket being created or redeemed plus cash representing the Cash Portion, if any, the amount of which is equal to the "Basket Amount" as of 4:00 p.m., New York time, on the trade date of a creation or redemption order multiplied by the number of Baskets being created or redeemed (the "Total Basket Amount"). The fractional number of Fund Components and the amount of cash required to create a Basket, or to be delivered or disposed of upon the redemption of a Basket, will gradually decrease over time due to the transfer or sale of the Fund Components to pay the Manager's Fee and any Fund expenses not assumed by the Manager. See "Description of Creation and Redemption of Shares" in this prospectus and "Part I—Item 1. Business—Activities of the Fund" in the Annual Report.

Although the Fund creates Baskets only upon the receipt of Fund Components plus cash representing the Cash Portion, if any, and redeems Baskets only by distributing or otherwise disposing of Fund Components plus cash representing the Cash Portion, if any, at this time an Authorized Participant can only submit Cash Orders, pursuant to which the Authorized Participant will deposit cash into, or accept cash from, the Cash Account in connection with the creation and redemption of Baskets. Cash Orders will be facilitated by the Transfer Agent and Grayscale Investments Sponsors, LLC, which will engage one or more eligible companies (each, a "Liquidity Provider") that is not an agent of, or otherwise acting on behalf of, any Authorized Participant to obtain or receive Fund Components plus cash representing the Cash Portion, if any, in connection with such orders. The Manager may in its sole discretion limit the number of Shares created pursuant to Cash Orders on any specified day without notice to the Authorized Participants and may direct Foreside Fund Services, LLC (the "Marketing Agent") to reject any Cash Orders in excess of such capped amount. The redemption of Shares pursuant to Cash Orders will only take place if approved by the Manager in writing, in its sole discretion and on a case-by-case basis.

The Fund is currently able to accept Cash Orders. However, and in common with other spot digital asset exchange-traded products, the Fund is not at this time able to create and redeem shares via in-kind transactions with Authorized Participants, and there has yet to be definitive regulatory guidance on whether and how registered broker- dealers can hold and deal in digital assets in compliance with the federal securities laws. Subject to In-Kind Regulatory Approval, in the future the Fund may also create and redeem Baskets via In-Kind Orders, pursuant to which an Authorized Participant or its AP Designee would deposit Fund Components directly with the Fund or receive Fund Components directly from the Fund. However, because In-Kind Regulatory Approval has not been obtained, at this time Baskets will not be created or redeemed through In-Kind Orders and will only be created or redeemed through Cash Orders. There can be no assurance as to when such regulatory clarity will emerge, or when NYSE Arca will seek or obtain such regulatory approval, if at all. See "Risk Factors—Risk Factors Related to the Fund and the Shares—The lack of ability to facilitate in-kind creations and redemptions of Shares could have adverse consequences for the Fund."

See "Description of Creation and Redemption of Shares" in this prospectus for more information.

The Manager has engaged certain unaffiliated Liquidity Providers, and intends to engage additional Liquidity Providers who are unaffiliated with the Fund in the future.

Net Asset Value ..... As of March 31, 2025, the Fund's Principal Market NAV was $603,086,237 and the Fund's Principal Market NAV per Share was $38.01. See "Part I—Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations—Selected Operating Data" in the Q3 2025 Quarterly Report for

	additional information reconciling the Fund's NAV and NAV per Share presented in the Annual Report (previously referred to therein as "Digital Asset Holdings" and "Digital Asset Holdings per Share") against the GAAP metrics presented in our financial statements included hereto.
The Fund's NAV	As of March 31, 2025, based on the Digital Asset Reference Rates, the Fund's NAV was $606,422,450 and the Fund's NAV per Share was $38.22. The Fund's NAV is the aggregate value, expressed in U.S. dollars, of the Fund's assets, less the U.S. dollar value of the Fund's expenses and other liabilities calculated in the manner set forth under "Part I—Item 1. Business—Valuation of Digital Assets and Determination of NAV" in the Annual Report. The Manager also calculates the NAV per Share, which equals the NAV of the Fund divided by the number of Shares then outstanding. The Manager publishes the NAV and NAV per Share each business day as of 4:00 p.m., New York time, or as soon thereafter as practicable at the Fund's website at www.grayscale.com/crypto-products/grayscale-digital-large-cap-fund. The contents of the website referred to above and any websites referred to herein are not incorporated into this filing. Further, our references to the URL for this website is intended to be an inactive textual reference only. See "Part I—Item 1. Business—Valuation of Digital Assets and Determination of NAV" in the Annual Report for a more detailed description of how the Fund's NAV and NAV per Share are calculated. Although the methodology the Manager uses for the valuation of digital assets and calculation of the Fund's NAV includes the aggregate U.S. dollar value of any Forked Assets then held by the Fund, Forked Assets will not impact the calculation because they will have been irrevocably abandoned. See "Part I—Item 1. Business—Description of the Shares—Forked Assets" in our Annual Report.
Fiat Currencies	The Fund may also hold cash in U.S. dollars from time to time due to sales of digital assets during a Fund Rebalancing Period or contributions of cash to the Fund. 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 Fund Weightings during the next Fund 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.
Forked Assets	The Fund may from time to time be entitled to come into possession of assets other than cash or a Fund Component as a result of a fork, airdrop or similar event through which the Fund becomes entitled to another digital asset or other property or right by virtue of its ownership of one or more of the digital assets it then holds (each such new asset, a "Forked Asset"). With respect to any fork, airdrop or similar event, the Manager will cause the Fund to irrevocably abandon the Forked Assets. In the event the Fund seeks to change this position, an application would need to be filed with the SEC by NYSE Arca seeking approval to amend its listing rules to permit the Fund to distribute the Forked Assets in-kind to an agent of the shareholders for resale by such agent. Because the Fund will abandon any 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. See "Risk Factors—Risks Related to the Fund and the Shares—Shareholders will not receive the benefits of any forks or airdrops" and "Description of the Shares—Forked Assets."
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 % of the NAV Fee Basis Amount of the Fund as of 4:00 p.m., New York time, on each day; provided that for a day that is not a business day, the calculation will be based on the NAV Fee Basis Amount 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. This dollar amount for each daily accrual will then be converted into Fund

Components on a daily basis by multiplying such U.S. dollar amount by the Fund 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. The Manager's Fee is payable in Fund Components to the Manager daily in arrears.

To cause the Fund to pay the Manager's Fee, the Manager will instruct the Custodian to withdraw from the Fund's Vault Balance (as defined below) the amount 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.

The Manager, from time to time, may temporarily waive all or a portion of the Manager's Fee in its sole discretion. Presently, the Manager does not intend to waive any of the Manager's Fee and there are no circumstances under which the Manager has determined it will definitely waive the fee.

After the Fund's payment of the Manager's Fee to the Manager, the Manager may elect to convert any Fund Components received as payment of the Manager's Fee into U.S. dollars. The rate at which the Manager converts such Fund Components to U.S. dollars may differ from the rate at which the relevant Manager's Fee was initially determined. The Fund will not be responsible for any fees and expenses incurred by the Manager to convert Fund Components received in payment of the Manager's Fee into U.S. dollars.

As partial consideration for its receipt of the Manager's Fee, the Manager is obligated under the LLC Agreement to 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 (each, a "Manager-paid Expense" and collectively, the "Manager-paid Expenses"), provided that any expense that qualifies as an Additional Fund Expense will be deemed to be an Additional Fund Expense and not a Manager-paid Expense.

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; 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").

If Additional Fund Expenses are incurred, the Manager will (i) withdraw Fund Components from the Digital Asset Accounts in proportion to their respective Fund 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, the Fund may also pay all or a portion of the Additional Fund Expenses in cash 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. Although the Manager is obligated to use its commercially reasonable efforts to obtain the highest price when engaging other parties to assist with the sale of the Fund Components to raise proceeds for any Additional Fund Expenses, the Manager will have some discretion in arranging for the sale of the Fund Components, and may engage one or more of its affiliates to assist with any such sale. The Manager and its respective directors, officers, employees, affiliates, and/or parties engaged to assist with the sale of the Fund's digital assets may trade in the digital asset, derivative or other markets for their own accounts, and in doing so may take positions opposite to or ahead of those held by the Fund and may compete with the Fund for positions in the marketplace. For example, sales of the Fund's digital assets for the satisfaction of any Additional Fund Expenses may create conflicts of interest on behalf of one or more such parties in respect of their obligation to the Fund. The Manager has adopted and implemented policies and procedures that are reasonably designed to ensure compliance with applicable law, including a Compliance Manual and Code of Ethics, which address conflicts of interest. See "Part I—Item 1A. Risk Factors—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 its shareholders" in the Annual Report. In order to raise proceeds to pay for any Additional Fund Expenses, the Manager would execute the sale of digital assets through eligible financial institutions that are subject to federal and state licensing requirements and practices regarding AML and KYC regulations, which may include a Liquidity Provider or one or more of their respective affiliates. The Manager expects that these financial institutions will generally only have access to Digital Asset Trading Platforms or other venues that they reasonably believe are operating in compliance with applicable law, including federal and state licensing requirements, based upon information and assurances provided to it by each venue. The Fund is not responsible for paying any costs associated with the transfer of digital assets to the Manager in connection with the payment of the Manager's Fee or the sale of digital assets in connection with the payment of any Additional Fund Expenses. The number of digital assets represented by a Share will decline each time the Fund pays the Manager's Fee or any Additional Fund Expenses by transferring or selling Fund Components and/or cash. See "Part I—Item 1. Business—Expenses; Sales of Digital Assets" in the Annual Report. The amount of Fund Components and/or cash to be delivered to the Manager or other relevant payee in payment of the Manager's Fee or any Additional Fund Expenses, or sold to permit payment of Additional Fund Expenses, will vary from time to time depending on the level of the Fund's expenses and the value of the Fund Components. See "Part I—Item 1. Business—Expenses; Sales of Digital Assets" in the Annual Report.
Voting Rights.....	The shareholders take no part in the management or control of the Fund. 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. See "Description of the Shares."
Termination Events.....	Upon dissolution of the Fund and surrender of Shares by the shareholders, shareholders will receive a distribution in U.S. dollars or in 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. See "Part I—Item 1. Business—Description of the LLC Agreement—Termination of the Fund" in the Annual Report. In exercising its discretion, the Manager expects to take into consideration a number of factors including, but not limited to, the intention that the Shares offer investors an opportunity to gain exposure to digital assets through an investment in securities, the operational challenges of transferring digital assets to the Fund's shareholders via their brokers or brokerage platforms and the ability of those parties to receive digital assets or cash, as well as the tax consequences of distributing cash or Fund Components. Based on the foregoing considerations, the Manager currently expects such distributions to be made in cash and to execute the sales of any digital assets in connection with the termination of the Fund through eligible financial institutions that are subject to federal and state licensing requirements and practices regarding Bank Secrecy Act and AML regulations, which may include a Liquidity Provider or one or more of their respective affiliates.

Authorized Participants ..... Baskets may be created or redeemed only by Authorized Participants. Each Authorized Participant must (i) be a registered broker-dealer and (ii) have entered into a Participant Agreement with the Manager and the Transfer Agent. Subject to In-Kind Regulatory Approval, in the future any Authorized Participants creating and redeeming Shares through In-Kind Orders must also own, or their AP Designee (as defined below) must own, digital asset wallet addresses and bank accounts that are recognized by the Manager and the Custodian as belonging to the Authorized Participant or its AP Designee and maintain an account with the Custodian. The Participant Agreement provides the procedures for the creation and redemption of Baskets and for the delivery of Fund Components required for the creation and redemption of Baskets via a Liquidity Provider, as well as the deposit with and subsequent delivery by the Fund of cash required in connection therewith, from or to an Authorized Participant or Liquidity Provider, as applicable. See "Description of Creation and Redemption of Shares."

As of the date of this prospectus, the Fund has engaged Jane Street Capital, LLC, Macquarie Capital (USA) Inc., and Virtu Americas LLC as Authorized Participants. Additional Authorized Participants may be added at any time, subject to the discretion of the Manager.

Liquidity Providers ..... Liquidity Providers facilitate the purchase and sale of digital assets in connection with Cash Orders for creations or redemptions of Baskets. Liquidity Providers are engaged by Grayscale Investments Sponsors, LLC (in such capacity, the "Liquidity Engager"), and are not party to Participant Agreements or otherwise agents of, or otherwise acting on behalf of, any Authorized Participant. See "Description of Creation and Redemption of Shares." The Liquidity Engager's criteria for engaging one or more Liquidity Providers includes the completion of due diligence that considers each such Liquidity Provider's digital asset trading capabilities, organizational structure, operating history, lines of business, controls, and other details necessary to evaluate their ability to facilitate Cash Orders. Liquidity Providers formalize their relationship through a Liquidity Provide Agreement between the Liquidity Engager, Liquidity Provider and the Manager (on behalf of the Fund). Pursuant to such Liquidity Provider Agreements, the Liquidity Providers will be contractually obligated to deliver or receive digital assets in exchange for cash in connection with Cash Orders for creations or redemptions.

The Liquidity Providers with which Grayscale Investments Sponsors, LLC, acting in its capacity as the Liquidity Engager, will engage in digital asset transactions are third parties that are not affiliated with the Manager or the Fund and are not acting as agents of the Fund, the Manager, or any Authorized Participant, and all transactions will be done on an arms-length basis. Except for the contractual relationships between each Liquidity Provider and Grayscale Investments Sponsors, LLC in its capacity as the Liquidity Engager and the Manager (on behalf of the Fund), there is no other pre-existing contractual relationship between each Liquidity Provider, on the one hand, and the Fund, the Manager, or any Authorized Participant, on the other hand, in each case that relates to the Fund or the Fund's Shares. When seeking to buy Fund Components in connection with creations or sell Fund Components in connection with redemptions, the Liquidity Engager will seek

	to obtain commercially reasonable prices and terms from the approved Liquidity Providers. Once agreed upon, the transaction will generally occur on an "over-the-counter" basis. As of the date of this prospectus, the Liquidity Engager has engaged Flow Traders B.V., Flowdesk, Cumberland DRW LLC, JSCT, LLC, Galaxy Digital Trading Cayman LLC, and Virtu Financial Singapore Pte., Ltd as Liquidity Providers. Additional Liquidity Providers may be added at any time, subject to the discretion of the Liquidity Engager. Jane Street Capital, LLC, one of the Authorized Participants, is an affiliate of JSCT, LLC, one of the Liquidity Providers. Virtu Americas LLC, one of the Authorized Participants, is an affiliate of Virtu Financial Singapore Pte., Ltd, one of the Liquidity Providers.
Clearance and Settlement	The Shares are evidenced by one or more global certificates that the Transfer Agent issues to The Depository Trust Company ("DTC"). The Shares are primarily available in book-entry form. Shareholders may hold their Shares through DTC if they are direct participants in DTC ("DTC Participants"), or indirectly through entities that are DTC Participants.
Risk Factors	See the risks discussed in this prospectus, in "Part I—Item 1A. Risk Factors" in the Annual Report, in any applicable prospectus supplement and in the other documents incorporated or deemed incorporated by reference herein before you invest in the Shares.

RISK FACTORS

An investment in the Shares involves risks, including the risks described below which update the Fund's previously filed risk factors to the extent applicable, as well as those risks set forth under "Part I—Item 1A. Risk Factors" in the Annual Report, in any applicable prospectus supplement and in the other documents incorporated or deemed incorporated by reference herein. You should also refer to the other information included or incorporated by reference in this prospectus, including the Fund's financial statements and related notes thereto, before making an investment decision.

Risk Factors Related to the Offering

The liquidity of the Shares may be affected if Authorized Participants cease to perform their obligations under the Participant Agreements or the Liquidity Engager is unable to engage Liquidity Providers.

In the event that one or more Authorized Participants having substantial interests in Shares or otherwise responsible for a significant portion of the Shares' daily trading volume on NYSE Arca terminates its Participant Agreement, the liquidity of the Shares would likely decrease, which could adversely affect the value of the Shares. In addition, if the Liquidity Engager is unable to engage one or more Liquidity Providers to obtain or receive Fund Components in connection with Cash Orders, the Fund may have difficulty maintaining the participation of certain Authorized Participants or engaging additional Authorized Participants. Under such circumstances, the liquidity of the Shares would likely decrease, which could adversely affect the value of the Shares.

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

The Fund's NAV 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 NAV per Share, as well as market supply and demand. However, the Shares may trade on NYSE Arca at a price that is at, above or below the Fund's NAV per Share for a variety of reasons. For example, NYSE Arca is open for trading in the Shares for a limited period each day, but the Digital Asset Trading Platform Market is a 24-hour marketplace. During periods when NYSE Arca is closed but Digital Asset Trading Platforms are open, significant changes in the prices of the Fund Components on the Digital Asset Trading Platform Market could result in a difference in performance between the value of the Fund Components as measured by the Index Prices or Digital Asset Reference Rates and the most recent NAV per Share or closing trading price. For example, if the prices of the Fund Components on the Digital Asset Trading Platform Market, and the value of the Fund Components as measured by the Index Prices or Digital Asset Reference Rates, move significantly in a negative direction after the close of NYSE Arca, the trading price of the Shares may "gap" down to the full extent of such negative price shift when NYSE Arca reopens. If the prices of the Fund Components on the Digital Asset Trading Platform Market drops significantly during hours NYSE Arca 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 rapidly mitigate losses in a negative market. Even during periods when NYSE Arca is open, large Digital Asset Trading Platforms (or a substantial number of smaller Digital Asset Trading Platforms) may be lightly traded or closed for any number of reasons, which could increase trading spreads and widen any premium or discount on the Shares.

The commencement of a redemption program, in conjunction with the listing of the Shares on the NYSE Arca, may impact whether the Shares trade at a discount or premium to the NAV per Share, and any suspension or other unavailability of the Fund's redemption program may cause the Shares to trade at a discount to the NAV per Share.

Historically, the Shares have traded on OTCQX at both premiums and discounts to the NAV per Share, which at times have been substantial. The Manager believes that the trading price of the Shares has diverged from the NAV per Share in the past due, in part, to the holding period under Rule 144 for Shares purchased in the private placement and the lack of an ongoing redemption program, as a result of which Authorized Participants have been unable to take advantage of arbitrage opportunities when the market value of the Shares deviated from the NAV per Share. Although the Manager cannot predict with certainty what effect the commencement of the Fund's redemption program, in conjunction with the listing of the Shares on NYSE Arca, will have on the trading price of the Shares, it may have the effect of reducing any premium or discount at which the Shares have been trading on the OTCQX immediately prior to the commencement of the redemption program, and there can be no assurance that the Fund's redemption program will not be suspended or become unavailable again in the future. In addition, if the Manager decides to limit Cash Orders at a time when the Shares are trading at a premium or a discount to the NAV per Share, and In-Kind Regulatory Approval has not been obtained as of such time or the in-kind creation or redemption of Shares is otherwise unavailable for any reason, the arbitrage mechanism may fail to effectively function, which could impact the Shares' liquidity and/or cause the Shares to trade at premiums and discounts to the NAV per Share, and otherwise have a negative impact on the value of the Shares.

Shareholders may suffer a loss on their investment if the Shares trade above or below the Fund's NAV per Share.

Historically, the Shares have traded at both premiums and discounts to the NAV per Share, which at times have been substantial. If the Shares trade on NYSE Arca in the future at a premium, investors who purchase Shares on NYSE Arca will pay more for their Shares than investors who purchase Shares directly from Authorized Participants. In contrast, if the Shares trade on NYSE Arca in the future at a discount, investors who purchase Shares directly from Authorized Participants will pay more for their Shares than investors who

purchase Shares on NYSE Arca. The premium or discount at which the Shares have traded has fluctuated over time. For example, July 1, 2022 to March 31, 2025, the maximum discount of the closing price of the Shares quoted on OTCQX below the value of the Fund's NAV per Share was 63% and the average discount was 37%. The closing price of the Shares, as quoted on OTCQX at 4:00 p.m., New York time, on each business day, between July 1, 2022 to March 31, 2025, has been quoted at a discount on 689 days. As of March 31, 2025, the last business day of such period, the closing price of the Shares quoted on OTCQX was $34.73 and the Fund's Shares were quoted on OTCQX at a discount of 9% to the Fund's NAV per Share. As of June 23, 2025, the closing price of the Shares quoted on OTCQX was $45.38 and the Fund's Shares were quoted on OTCQX at a discount of 2% to the Fund's NAV per Share. As a result, shareholders who purchase Shares on NYSE Arca at a premium 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 NAV 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 NYSE Arca. Furthermore, shareholders may suffer a loss on their investment even if the NAV per Share increases because the decrease in any premium or increase in any discount may offset any increase in the NAV per Share.

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

Although an active market for the Shares had developed on OTCQX and the Fund intends to list the Shares on NYSE Arca, there can be no assurance that an active trading market for the Shares will develop or, to the extent an active market does develop, be maintained or continue to develop once the shares are listed for trading on NYSE Arca. In addition, NYSE Arca can halt the trading of the Shares at any time and for a variety of reasons. To the extent that NYSE Arca halts trading in the Shares, whether on a temporary or permanent basis, shareholders 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 develop or continue to exist, the market prices and liquidity of the Shares may be adversely affected.

Risk Factors Related to the Fund and the Shares

The lack of ability to facilitate in-kind creations and redemptions of Shares could have adverse consequences for the Fund.

The Fund is currently only able to accept Cash Orders, which means that an Authorized Participant will deposit cash into, or accept cash from, the Cash Account in connection with the creation and redemption of Baskets, and a Liquidity Provider will obtain or receive Fund Components in exchange for cash in connection with such order. However, and in common with other spot digital asset exchange-traded products, the Fund is not at this time able to create and redeem Shares via in-kind transactions with Authorized Participants in exchange for Fund Components.

Authorized participants must be registered broker-dealers. Registered broker-dealers are subject to various requirements of the federal securities laws and rules, including financial responsibility rules such as the customer protection rule, the net capital rule and recordkeeping requirements. There has yet to be definitive regulatory guidance on whether and how registered broker-dealers can comply with these rules with regard to transacting in or holding spot digital assets. Until further regulatory clarity emerges regarding whether registered broker-dealers can hold and deal in digital assets under such rules, there is a risk that registered broker-dealers participating in the in-kind creation or redemption of Shares for Fund Components may be unable to demonstrate compliance with such requirements. While compliance with these requirements would be the broker-dealer's responsibility, a national securities exchange is required to enforce compliance by its member broker-dealers with applicable federal securities law and rules. As a result, the SEC is unlikely to permit an exchange to adopt listing rules for a product if it is not clear that the exchange's members would be able to comply with applicable rules when transacting in the product as designed. To the extent further regulatory clarity emerges, the Manager expects NYSE Arca to seek the necessary regulatory approval to amend its listing rules to permit the Fund to create and redeem Shares through In-Kind Orders, in which Authorized Participants or their designees would deposit Fund Components directly with the Fund or receive Fund Components directly from the Fund. However, there can be no assurance as to when such regulatory clarity will emerge, or when NYSE Arca will seek or obtain this approval, if at all.

To the knowledge of the Manager, exchange-traded products for all spot-market commodities other than digital assets, such as gold and silver, employ in-kind creations and redemptions with the underlying asset. The Manager believes that it is generally more efficient, and therefore less costly, for spot commodity exchange-traded products to utilize in-kind orders rather than cash orders, because there are fewer steps in the process and therefore there is less operational risk involved when an authorized participant can manage the buying and selling of the underlying asset itself, rather than depend on an unaffiliated party such as the issuer or Manager of the exchange-traded product. As such, a spot commodity exchange-traded product that only employs cash creations and redemptions and does not permit in-kind creations and redemptions is a novel product that has only recently been tested, and could be impacted by any resulting operational inefficiencies.

In particular, the Fund's inability to facilitate in-kind creations and redemptions could result in the exchange-traded product arbitrage mechanism failing to function as efficiently as it otherwise would, leading to the potential for the Shares to trade at premiums or discounts to the NAV per Share, and such premiums or discounts could be substantial. Furthermore, if Cash Orders are unavailable, either due to the Manager's decision to reject or suspend such orders or otherwise, it will not be possible for Authorized Participants to redeem or create Shares, in which case the arbitrage mechanism would be unavailable. This could result in impaired liquidity for the Shares, wider bid/ask spreads in secondary trading of the Shares and greater costs to investors and other market participants. In

addition, the Fund's inability to facilitate in-kind creations and redemptions, and resulting reliance on cash creations and redemptions, could cause the Manager to halt or suspend the creation or redemption of Shares during times of market volatility or turmoil, among other consequences.

Even if In-Kind Regulatory Approval were obtained, there can be no assurance that in-kind creations or redemptions of the Shares will be available in the future, or that broker-dealers would be willing to serve as Authorized Participants with respect to the in-kind creation and redemption of Shares. Any of these factors could adversely affect the performance of the Fund and the value of the Shares.

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

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 Network and digital asset running in parallel, yet lacking interchangeability. 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 some group of users, such as the group that are holders of another digital asset, that such group will be entitled to claim a certain amount of the new digital asset for free, based on the fact that they are part of that group. We refer to the right to receive any benefits arising from a fork, airdrop or similar event, or any such digital asset acquired as a result of the exercise of such right, as a "Forked Asset."

With respect to any fork, airdrop or similar event, the Manager will cause the Fund to irrevocably abandon the Forked Assets associated with such event. As such, shareholders will not receive the benefits of any forks, and the Fund is not able to participate in any airdrop.

In the event the Manager seeks to change the Fund's policy with respect to Forked Assets, an application would need to be filed with the SEC by NYSE Arca seeking approval to amend its listing rules to permit the Fund to distribute the Forked Assets in-kind to an agent of the shareholders for resale by such agent. However, there can be no assurance as to whether or when the Manager would make such a decision, or when NYSE Arca will seek or obtain this approval, if at all.

Even if such regulatory approval is sought and obtained, 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. Any inability to recognize the economic benefit of a hard fork or airdrop could adversely affect the value of the Shares.

The Fund is not permitted to engage in Staking, which could negatively affect the value of the Shares.

At this time, none of the Fund, the Manager, the Custodian, nor any other person associated with the Fund may, directly or indirectly, engage in Staking of the Fund's digital assets on behalf of the Fund, meaning no action will be taken pursuant to which any portion of the Fund's digital assets becomes used in proof-of-stake validation or is used to earn additional digital assets or generate income or other earnings, and there can be no assurance that the Fund, the Manager, the Custodian or any other person associated with the Fund will ever be permitted to engage in Staking of the Fund's digital assets or such income generating activity in the future.

To the extent (i) the Fund were to amend its LLC Agreement to permit Staking of the Fund's digital assets and (ii) NYSE Arca were to seek and obtain a rule change permitting the listing of a spot digital asset investment vehicle engaged in Staking, in the future the Fund may seek to establish a program to use digital assets held by the Fund in applicable Digital Asset Networks' proof-of-stake validation mechanisms to receive rewards comprising additional Fund Components in respect of a portion of its digital asset holdings. However, as long as such conditions and requirements have not been satisfied, the Fund will not use digital assets held by the Fund in any Digital Asset Network's proof-of-stake validation mechanism to receive rewards comprising additional digital assets in respect of its digital asset holdings. The current inability of the Fund to use its digital assets in Staking and receive such rewards could place the Shares at a comparative disadvantage relative to an investment in digital assets directly or through a vehicle that is not subject to such a prohibition, which could negatively affect the value of the Shares.

Coinbase Global serves as the custodian and prime execution agent for several competing exchange-traded digital asset products, which could adversely affect the Fund's operations and ultimately the value of the Shares.

The Prime Broker and Custodian are both affiliates of Coinbase Global. As of the date hereof, Coinbase Global is the largest publicly traded digital asset company in the world by market capitalization and is also the largest digital asset custodian in the world by assets under custody. By virtue of its leading market position and capabilities, and the relatively limited number of institutionally-capable providers of digital asset brokerage and custody services, Coinbase Global serves as the custodian and prime execution agent for several competing exchange-traded digital asset products. Therefore, Coinbase Global plays a critical role in supporting the U.S. spot digital asset exchange-traded product ecosystem, and its size and market share create the risk that Coinbase Global may fail to

properly resource its operations to adequately support all such products that use its services, which could harm the Fund, the shareholders and the value of the Shares. If Coinbase Global were to favor the interests of certain products over others, it could result in inadequate attention or comparatively unfavorable commercial terms to less favored products, which could adversely affect the Fund's operations and ultimately the value of the Shares.

Certain of the Authorized Participants engaged by the Fund serve in a similar capacity for several competing exchange-traded digital asset products, which could adversely affect the arbitrage mechanism, the Fund's operations, the performance of the Fund and ultimately the value of the Shares.

Certain of the Authorized Participants engaged by the Fund serve in a similar capacity for several competing exchange-traded digital asset products. As a result, the Authorized Participants may be unable to adequately support all of the exchange-traded digital asset products that use their respective services. This risk may also be exacerbated as a consequence of the price and volatility of the Fund Components, as well as the amount of Fund Components that is required to create or redeem Shares of the Fund. See "Description of Creation and Redemption of Shares." Moreover, the Authorized Participants may choose to facilitate creations and redemptions for competing products rather than for the Fund, including as a result of, among other things, how effectively the arbitrage mechanism of the Fund functions, the liquidity for the Shares, the bid/ask spreads in secondary trading of the Shares and the costs associated with creating and redeeming Shares of the Fund, in each case relative to competing products. In addition, given the relatively limited number of market participants that could serve as Authorized Participants of the Fund, the Fund may not be able to engage other providers to serve as Authorized Participants. If any or all of the Authorized Participants were to cease to act in their capacity as Authorized Participants of the Fund, or if any of the Authorized Participants were to favor creating and redeeming shares of competing products over those of the Fund, the Fund may receive inadequate attention or be subject to comparatively unfavorable commercial terms, which could adversely affect the arbitrage mechanism, the Fund's operations, the performance of the Fund and ultimately the value of the Shares. See also "—Risks Related to the Offering—Competition from the emergence or growth of other methods of investing in digital assets could have a negative impact on the prices of the Fund Components and adversely affect the value of the Shares."

The Fund is an "emerging growth company" and the reduced disclosure requirements applicable to emerging growth companies may make the Shares less attractive to investors.

The Fund is an "emerging growth company," as defined in the JOBS Act, and intends to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies, including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in its periodic reports and exemptions from the requirement of shareholder approval of any golden parachute payments not previously approved. The Fund intends to take advantage of these reporting exemptions until it is no longer an emerging growth company. The Manager and the Fund cannot predict if investors will find the Shares less attractive because the Fund will rely on these exemptions. The Fund will remain an emerging growth company for up to five years after its initial public offering, although it will lose that status sooner if the Fund has more than $1.235 billion of revenues in a fiscal year, has more than $700 million in market value of Shares held by non-affiliates as of any June 30 or issues more than $1.0 billion of non-convertible debt over a rolling three-year period. If some investors find the Shares less attractive as a result, there may be a less active trading market for the Shares and the price of the Shares may be more volatile.

The Fund seeks to replicate the performance of the Index as closely as possible. However, the Fund may not achieve perfect correlation with the Index due to various factors, including, but not limited to, the Weightings Floor.

While the Fund seeks to replicate the performance of the Index as closely as possible, the Fund may not achieve perfect correlation with the Index due to various factors. For example, 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 CD5. 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 U.S. Investment Advisers Act of 1940, as amended. See "Part I—Item 1. Business—Fund Construction Criteria" in the Annual Report, as amended from time to time by our Exchange Act filings.

In addition, the Fund Components may deviate from the Index Components, and the Fund Weightings may deviate from the Index Weightings for various reasons, including, but not limited to, the Weightings Floor. For example, if the movement in the prices of certain Fund Components cause the corresponding Index Weightings of Fund Components which are Approved Components to fall below 85%, the Manager expects that it will cause the Fund to rebalance such that the aggregate Fund Weightings of Approved Components comprise at least 85% of the Fund Weightings in the aggregate to maintain satisfaction of the Weightings Floor, which would cause the Fund Weightings to deviate from the Index Weightings.

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

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. Holder (as defined below in "—Material U.S. Federal Income Tax Consequences to U.S. Holders"). Very generally, if the Fund is a PFIC and a U.S. Holder does not make a "qualified electing fund" election (a "QEF Election") or a mark-to-market election (an "MTM Election") with respect to the Fund, any gain recognized by the U.S. Holder 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. Holder's holding period for its Shares, with the gain being treated as earned ratably over such holding period) and the U.S. Holder's resulting tax liability will be subject to an interest charge.

Assuming that the Fund is a PFIC, a U.S. Holder can mitigate these consequences by making a QEF Election with respect to the Fund. In that case, the U.S. Holder 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. Alternatively, a U.S. Holder that makes an MTM Election with respect to the Fund generally will recognize ordinary income or loss (but, in the case of loss, only to the extent of the net amount of ordinary income previously included with respect to its Shares) in each taxable year to the extent that the fair market value of the Shares at the end of that year differs from the U.S. Holder's adjusted basis in the Shares at that time. The Fund intends to provide PFIC Annual Information Statements to U.S. Holders to allow them to make QEF Elections or MTM Elections with respect to the Fund. Each U.S. Holder should consult its tax adviser as to whether it should make a QEF Election or an MTM Election.

If the Fund is a PFIC and a U.S. Holder does not make a QEF Election (or MTM Election) with respect to the Fund for the first taxable year in which the U.S. Holder holds Shares, the U.S. Holder will generally not be able to mitigate the consequences of the PFIC regime by making a later QEF Election or MTM Election with respect to the Fund unless the U.S. Holder 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 or MTM Election applies. Any gain that a U.S. Holder 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 or MTM Election.

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. The IRS subsequently has released two revenue rulings (the "Rulings") and a set of "Frequently Asked Questions" (the "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, the Rulings and the FAQs do not address other significant aspects of the U.S. federal income tax treatment of digital assets. For example, there currently is no guidance directly addressing whether or in what circumstances trading by a non-U.S. person in digital assets, or engaging in certain activities to generate yield on digital assets, could give rise to income that is effectively connected with a trade or business in the United States. In addition, although the Notice contemplates that rewards earned from "mining" will constitute taxable income to the miner, there is no guidance directly addressing amounts received in connection with digital assets lending activities, including with respect to whether and when engaging in it might rise to the level of a trade or business. It is likely, however, that the IRS would assert that lending digital assets gives rise to current, ordinary income. 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 owning or transacting in of any particular digital asset may be adverse to the Fund. For example, ownership of a digital asset could be treated as ownership in an entity, in which case the consequences of ownership of that digital asset would depend on the type and place of organization of the deemed entity. Moreover, although the Rulings and the 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, the Rulings and the 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 could hold certain types of digital assets that are not within the scope of the Notice, in the event the Manager seeks to change the Fund's policy with respect to Forked Assets, subject to NYSE Arca obtaining regulatory approval from the SEC.

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 staking or digital asset lending 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 asset 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.

It is possible that the Fund could be subject to U.S. federal income tax with respect to income generated in connection with certain of its 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 transactions in digital assets is unclear in many respects. In particular, there currently is no guidance directly addressing whether or in what circumstances trading by a non-U.S. person, such as the Fund, in digital assets, or engaging in certain activities to generate yield on digital assets, could give rise to income that is effectively connected with a trade or business in the United States. In general, if a non-U.S. person earns income that is, or is treated as, effectively connected with the conduct of a trade or business in the United States ("effectively connected income"), the non-U.S. person will be subject to U.S. federal income tax on a net income basis. Income or gain from investing, and income or gain from trading in commodities for one's own account if certain circumstances apply, generally does not constitute effectively connected income. However, the application of these rules to digital assets and the Fund are uncertain. In addition, if, in the future, the Fund engages in 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 could earn effectively connected income. If the Fund derives effectively connected income, it would be subject to U.S. federal income tax at rates applicable to U.S. resident corporations on its 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 potentially 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 digital assets lending activities.

The Rulings and the 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 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 from digital assets lending activities. In addition, it is possible that a withholding agent would similarly withhold 30% from any assets derived by the Fund as a consequence of a fork, airdrop or similar occurrence in the event that the Manager seeks to change the Fund's policy with respect to Forked Assets, subject to NYSE Arca obtaining regulatory approval from the SEC.

USE OF PROCEEDS

Proceeds received by the Fund from the issuance and sale of Baskets will consist of Fund Components and cash, if any, deposited with the Fund in connection with creations. Such Fund Components will only be (i) owned by the Fund, (ii) transferred (or converted to U.S. dollars, if necessary) to pay the Fund's expenses, (iii) distributed or otherwise disposed of in connection with the redemption of Baskets or (iv) liquidated in the event that the Fund terminates or as otherwise required by law or regulation.

DESCRIPTION OF THE SHARES

The Fund is authorized under the LLC Agreement to create and issue an unlimited number of Shares. Shares are issued only in Baskets (a Basket equals a block of 10,000 Shares) in connection with creations. The Shares represent equal, fractional, undivided interest 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. The Shares are expected to be listed on NYSE Arca under the ticker symbol "GDLC."

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

The shareholders take no part in the management or control of the Fund. 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 then-outstanding Shares (not including any Shares held by the Manager or its affiliates); provided, however, that a shareholder shall be deemed to consent to a modification or amendment of the LLC Agreement if the Manager has notified such shareholder in writing of the proposed modification or amendment and such shareholder has not, within twenty (20) calendar days of such notice, notified the Manager in writing that such shareholder objects to such modification or amendment. Additionally, subject to certain limitations, the Manager may make any other amendments to the LLC Agreement which do not materially adversely affect the interests of the shareholders in its sole discretion without shareholder consent.

Redemptions and Distributions

Through its redemption program, the Fund may redeem Shares from Authorized Participants on an ongoing basis. Although the Fund redeems Baskets by distributing Fund Components and cash, at this time an Authorized Participant can only submit Cash Orders, pursuant to which the Authorized Participant will accept cash from the Cash Account in connection with the redemption of Baskets. Cash Orders will be facilitated by the Transfer Agent and Grayscale Investments Sponsors, LLC, which will engage one or more Liquidity Providers that is not an agent of, or otherwise acting on behalf of, any Authorized Participant receiving digital assets in connection with such orders. Subject to In-Kind Regulatory Approval, in the future the Fund may also redeem Baskets via In-Kind Orders, pursuant to which an Authorized Participant or its AP Designee would receive digital assets directly from the Fund. However, because In-Kind Regulatory Approval has not been obtained, at this time Baskets will not be redeemed through In-Kind Orders and will only be redeemed through Cash Orders. Pursuant to the terms of the LLC Agreement, the Fund may make distributions on the Shares in-cash or in-kind.

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 "Part I—Item 1. Business—Description of the LLC Agreement— Termination of the Fund" in the Annual Report. 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

On July 29, 2019, the Manager delivered to the Custodian a notice (the "Pre-Creation Abandonment Notice") stating that the Fund is abandoning irrevocably for no direct or indirect consideration, effective immediately prior to each time at which the Fund creates Shares (any such time, a "Creation Time"), all Forked Assets to which it would otherwise be entitled as of such time. The Prime Broker Agreement provides that the Fund also will abandon irrevocably for no direct or indirect consideration, effective immediately prior to each Creation Time and each time at which the Fund redeems Shares (any such time, a "Redemption Time"), all Forked Assets to which it would otherwise be entitled as of such time (such provision, as amended or supplemented from time to time, the "Pre-Redemption Abandonment Notice" and, together with the Pre-Creation Abandonment Notice, the "Pre-Creation/Redemption Abandonment Notices"). An abandonment made pursuant to a Pre-Creation/Redemption Abandonment Notice is referred to herein as a "Pre-Creation/Redemption Abandonment." Pursuant to the Pre-Creation/Redemption Abandonment Notices, a Pre-Creation/Redemption Abandonment would 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 the relevant Creation Time or Redemption Time or (ii) such Forked Assets has been subject to a previous Pre-Creation/Redemption Abandonment. An Affirmative Action refers to a written notification from the Manager to the Prime Broker, the Custodian or Coinbase Credit of the Fund's intention (i) to acquire

and/or retain any Forked Assets or (ii) to abandon, with effect prior to the relevant Creation Time or Redemption Time, any Forked Assets.

As a result of the Pre-Creation/Redemption Abandonment Notices, since July 29, 2019, the Fund has irrevocably abandoned, prior to the Creation Time of any Shares (and, after the effective date of the registration statement of which this prospectus forms a part, prior to the Redemption Time of any Shares), any Forked Assets that it may have any right to receive at such time. The Fund has no right to receive any Forked Assets abandoned pursuant to either the Pre-Creation/Redemption Abandonment Notices or Affirmative Actions. Furthermore, the Prime Broker, the Custodian and Coinbase Credit have no authority, pursuant to the Prime Broker Agreement or otherwise, to exercise, obtain or hold, as the case may be, any such abandoned Forked Assets on behalf of the Fund or to transfer any such abandoned Forked Assets to the Fund if the Fund terminates its custodial arrangement with the Prime Broker, the Custodian and Coinbase Credit. In addition, the Manager has committed to cause the Fund not to take any Affirmative Action to acquire any Forked Assets, thereby irrevocably abandoning any Forked Assets to which the Fund may become entitled in the future.

Because the Manager has now committed to causing the Fund to irrevocably abandon all Forked Assets to which the Fund otherwise would become entitled in the future, and causing the Fund not to take any Affirmative Actions, the Fund will 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. Although the methodology the Manager uses for the valuation of digital assets and calculation of the Fund's NAV includes the aggregate U.S. dollar value of any Forked Assets then held by the Fund, Forked Assets will not impact the calculation because they will have been irrevocably abandoned. See "Part I—Item 1. Business—Description of the Shares—Forked Assets" in our Annual Report. In addition, in the event the Manager seeks to change the Fund's policy with respect to Forked Assets, an application would need to be filed with the SEC by NYSE Arca seeking approval to amend its listing rules to permit the Fund to distribute the Forked Assets in-kind to an agent of the shareholders for resale by such agent. However, there can be no assurance as to whether or when the Manager would make such a decision, or when NYSE Arca will seek or obtain this approval, if at all. See "Risk Factors—Risks Related to the Fund and the Shares—Shareholders will not receive the benefits of any forks or airdrops."

The Manager has controls in place to monitor for material hard forks or airdrops. The Manager will notify investors of any material change to its policy with respect to Forked Assets by filing a current report on Form 8-K.

For purposes of the foregoing:

- "**Creation Time**"—With respect to the creation of any Shares by the Fund, the time at which the Fund creates such Shares.
- "**Pre-Creation/Redemption 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 or a Redemption Time (as the case may be) for the Fund.
- "**Pre-Creation/Redemption Abandonment Notices**"—Together, the Pre-Creation Abandonment Notice and the Pre-Redemption Abandonment Notice.
- "**Redemption Time**"—With respect to the redemption of any Shares by the Fund, the time at which the Fund redeems such Shares.

Book-Entry Form

Shares are held primarily in book-entry form by the Transfer Agent. The Manager or its delegate directs the Transfer Agent to credit or debit, as applicable, the number of Baskets to the applicable Authorized Participant. The Transfer Agent issues or cancels Baskets, as applicable. 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 consolidation 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 consolidation.

DESCRIPTION OF CREATION AND REDEMPTION OF SHARES

The following is a description of the material terms of the LLC Agreement as they relate to the creation and redemption of the Fund's Shares on an ongoing basis.

General

The Fund issues Shares to and redeems Shares from Authorized Participants on an ongoing basis, but only in one or more Baskets (with a Basket being a block of 10,000 Shares). The Fund will not issue fractions of a Basket. The Manager believes that the creation and redemption order size of 10,000 Shares will enable Authorized Participants to manage inventory and facilitate an effective arbitrage mechanism for the Fund. However, the Manager may in the future adjust the creation and redemption order size in order to improve the effectiveness of the activities of Authorized Participants in the secondary market for the Shares if the Manager determines it to be necessary or advisable. As of June 23, 2025, 3.6304 Bitcoin, 22.0733 Ether, 10,637.4459 XRP, 93.5699 SOL, and 6,582.9369 ADA are required to create a Basket of 10,000 Shares, representing less than 0.01% of the number of each Fund Component traded each day on average. As such, the Manager does not expect that the size of the Baskets will have an impact on the arbitrage mechanism.

The creation and redemption of Baskets will be made only upon the delivery to the Fund, or the distribution or other disposition by the Fund, of the amount of whole and fractional tokens of each Fund Component represented by each Basket being created or redeemed plus cash representing the Cash Portion, if any. The amount of tokens of each Fund Component required to be delivered in connection with a Basket is calculated by dividing (x) the total amount 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 amount of tokens of such Fund Component payable as a portion of Additional Fund Expenses (in each case, determined using the applicable Index Price or Digital Asset Reference Rate), by (y) the number of Shares outstanding at such time (with the quotient so obtained calculated to one one-millionth (i.e., carried to the sixth decimal place)), and multiplying such quotient by 10,000. We refer to the amount of tokens of each Fund Component so obtained as the "Fund Component Basket Amount." If the Fund holds any cash in U.S. dollars or other fiat currency, each Basket created or redeemed 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-millionth (i.e., carried to the sixth decimal place)), and multiplying such quotient by 10,000 (the "Cash Portion"). We refer to the sum of the Fund Component Basket Amounts for all Fund Components then held by the Fund and the Cash Portion, if any, as the "Basket Amount." The U.S. dollar value of a Basket is equal to the sum of (x) each Fund Component Basket Amount multiplied by the applicable Index Price or Digital Asset Reference Rate and (y) the Cash Portion, if any (the "Basket NAV"). The Basket NAV multiplied by the number of Baskets being created or redeemed is referred to as the "Total Basket NAV." 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." One or more major market data vendors may provide an intra-day indicative value ("IIV") per Share updated every 15 seconds, as calculated by NYSE Arca or a third-party financial data provider during NYSE Arca's Core Trading Session (9:30 a.m. to 4:00 p.m., New York time). Such IIV will be calculated using the same methodology as the NAV per Share of the Fund, specifically by using the prior day's closing NAV per Share as a base and updating that value during the NYSE Arca Core Trading Session to reflect changes in the value of the Fund's NAV during the trading day. The IIV on a per Share basis disseminated during the Core Trading Session should not be viewed as a real-time update of the NAV, which is calculated once a day. Except as otherwise affected by a rebalancing of the Fund's portfolio, the number of Fund Components represented by a Share will gradually decrease over time as the Fund Components are used to pay the Fund's expenses. As of June 23, 2025 each Share represented approximately 0.0004 Bitcoin, 0.0022 Ether, 1.0637 XRP, 0.0094 SOL, and 0.6583 ADA.

Authorized Participants are the only persons that may place orders to create and redeem Baskets. Each Authorized Participant must (i) be a registered broker-dealer and (ii) enter into a Participant Agreement with the Manager and the Transfer Agent. Subject to In-Kind Regulatory Approval, in the future any Authorized Participants creating and redeeming Shares through In-Kind Orders must also own digital asset wallet addresses and bank accounts that are known to the Manager and the Custodian as belonging to the Authorized Participant and maintain an account with the Custodian (or if the Authorized Participant does not itself trade in Fund Components, a designee of such Authorized Participant (each, an "AP Designee") must own digital asset wallet addresses and bank accounts that are known to the Manager and the Custodian as belonging to such AP Designee and maintain an account with the Custodian).

An Authorized Participant may act for its own account or as agent for broker-dealers, custodians and other securities market participants that wish to create or redeem Baskets. Shareholders who are not Authorized Participants will only be able to create or redeem their Shares through an Authorized Participant.

The creation of Baskets requires the delivery to the Fund of the Total Basket Amount (or cash to acquire the Total Basket Amount) and the redemption of Baskets requires the distribution or other disposition by the Fund of the Total Basket Amount. Although the Fund creates Baskets only upon the receipt of Fund Components plus cash representing the Cash Portion, if any, and redeems Baskets only by distributing or otherwise disposing of Fund Components plus cash representing the Cash Portion, if any, at this time an Authorized Participant can only submit Cash Orders, pursuant to which the Authorized Participant will deposit cash into, or accept

cash from, a segregated account maintained by the Transfer Agent in the name of the Fund for purposes of receiving and distributing cash in connection with the creation and redemption of Baskets (such account, the "Cash Account").

Cash Orders will be facilitated by the Transfer Agent and Grayscale Investments Sponsors, LLC. On an order-by-order basis, Grayscale Investments Sponsors, LLC, acting in its capacity as Liquidity Engager, will engage one or more Liquidity Providers to obtain or receive Fund Components in exchange for cash in connection with such order, as described in more detail below. Each Liquidity Provider must enter into a Liquidity Provider Agreement with the Liquidity Engager and the Manager (on behalf of the Fund), which will obligate it to obtain or receive Fund Components in connection with creations and redemptions pursuant to Cash Orders.

Unless the Manager requires that a Cash Order be effected at actual execution prices (an "Actual Execution Cash Order"), each Authorized Participant that submits a Cash Order to create or redeem Baskets will pay a fee (the "Variable Fee") based on the Total Basket NAV (a "Variable Fee Cash Order"), and any price differential between (x) the Total Basket NAV on the trade date and (y) the price realized in acquiring or disposing of the corresponding Total Basket Amount, as the case may be, will be borne solely by the Liquidity Provider until such Fund Components have been received or liquidated by the Fund. The Variable Fee is intended to cover all of a Liquidity Provider's expenses in connection with the creation or redemption order, including any exchange fees that the Liquidity Provider incurs in connection with buying or selling Fund Components. The amount may be changed by the Manager in its sole discretion at any time, and Liquidity Providers will communicate to the Manager in advance the Variable Fee they would be willing to accept in connection with a Variable Fee Cash Order, based on market conditions and other factors existing at the time of such Variable Fee Cash Order. See "—Creation Procedures— Variable Fee Cash Orders" and "—Redemption Procedures—Variable Fee Cash Orders."

Alternatively, the Manager may require that a Cash Order be effected as an Actual Execution Cash Order, in its sole discretion based on market conditions and other factors existing at the time of such Cash Order, and under such circumstances, any price differential between (x) the Total Basket NAV on the trade date and (y) the price realized in acquiring or disposing of the corresponding Total Basket Amount, as the case may be, will be borne solely by the Authorized Participant until such Fund Components have been received or liquidated by the Fund. See "—Creation Procedures—Actual Execution Cash Orders" and "—Redemption Procedures—Actual Execution Cash Orders."

In the case of creations pursuant to Cash Orders, to transfer the Fund Components included in the Total Basket Amount to the Fund's Vault Balance, the Liquidity Provider will transfer Fund Components to one of the public key addresses associated with the Vault Balance and as provided by the Manager. In the case of redemptions pursuant to Cash Orders, the same procedure is conducted, but in reverse, using the public key addresses associated with the wallet of the Liquidity Provider, and as provided by such party. All such transactions will be conducted on the Blockchain and parties acknowledge and agree that such transfers may be irreversible if done incorrectly. See "Part I—Item 1A. Risk Factors—Risk Factors Related to the Fund and 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" in the Annual Report.

In common with other spot digital asset exchange-traded products, the Fund is not at this time able to create and redeem shares via in-kind transactions with Authorized Participants, and there has yet to be definitive regulatory guidance on whether and how registered broker-dealers can hold and deal in digital assets in compliance with the federal securities laws. Subject to In-Kind Regulatory Approval, in the future the Fund may also create and redeem Baskets via In-Kind Orders, pursuant to which an Authorized Participant or its AP Designee would deposit Fund Components directly with the Fund or receive Fund Components directly from the Fund. However, because In-Kind Regulatory Approval has not been obtained, at this time Baskets will not be created or redeemed through In-Kind Orders and will only be created or redeemed through Cash Orders. There can be no assurance as to when such regulatory clarity will emerge, or when NYSE Arca will seek or obtain such regulatory approval, if at all. See "Risk Factors—Risk Factors Related to the Fund and the Shares—The lack of ability to facilitate in-kind creations and redemptions of Shares could have adverse consequences for the Fund."

Authorized Participants do not pay a transaction fee to the Fund in connection with the creation or redemption of Baskets, but there may be transaction fees associated with the validation of the transfer of Fund Components by certain Digital Asset Networks, which will be paid by the Custodian in the case of redemptions and the Authorized Participant, its AP Designee or the Liquidity Provider in the case of creations. Service providers may charge Authorized Participants or AP Designees administrative fees for order placement and other services related to the creation or redemption of Baskets. As discussed above, Authorized Participants will also pay the Variable Fee in connection with Variable Fee Cash Orders. As discussed in further detail below under "—Creation Procedures—Actual Execution Cash Orders" and "—Redemption Procedures—Actual Execution Cash Orders," under certain circumstances Authorized Participants may also be required to deposit additional cash in the Cash Account, or be entitled to receive excess cash from the Cash Account, in connection with creations and redemptions pursuant to Actual Execution Cash Orders. Authorized Participants will receive no fees, commissions or other form of compensation or inducement of any kind from either the Manager or the Fund and no such person has any obligation or responsibility to the Manager or the Fund to effect any sale or resale of Shares.

The Participant Agreements and the related procedures attached thereto may be amended by the Manager and the relevant Authorized Participant. Under the Participant Agreements, the Manager has agreed to indemnify each Authorized Participant against certain liabilities, including liabilities under the Securities Act.

The following description of the procedures for the creation and redemption of Baskets is only a summary and shareholders 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 place an order with the Transfer Agent to create one or more Baskets. Cash Orders for creation must be placed with the Transfer Agent no later than 1:59:59 p.m., New York time (the "Order Cutoff Time").

The Manager may in its sole discretion limit the number of Shares created pursuant to Cash Orders on any specified day without notice to the Authorized Participants and may direct the Marketing Agent to reject any Cash Orders in excess of such capped amount. In exercising its discretion to limit the number of Shares created pursuant to Cash Orders, the Manager expects to take into consideration a number of factors, including (i) the availability of Liquidity Providers to facilitate Cash Orders and (ii) to the extent In-Kind Regulatory Approval has been obtained, the cost of processing Cash Orders relative to the cost of processing In-Kind Orders. If the Manager decides to limit Cash Orders and the Fund is otherwise unable to satisfy creation orders made in cash, the Fund's ability to create new Shares could be negatively impacted or, if In-Kind Regulatory Approval has not been obtained as of such time, would be unavailable, which could impact the Shares' liquidity and/or cause the Shares to trade at premiums to the NAV per Share, and otherwise have a negative impact on the value of the Shares. In addition, if the Manager decides to limit Cash Orders at a time when the Shares are trading at a premium to the NAV per Share, and In-Kind Regulatory Approval has not been obtained as of such time or the in-kind creation is otherwise unavailable for any reason, the arbitrage mechanism may fail to effectively function, which could impact the Shares' liquidity and/or cause the Shares to trade at premiums to the NAV per Share, or otherwise have a negative impact on the value of the Shares. See "Risk Factors—Risk Factors Related to the Fund and the Shares—The lack of ability to facilitate in-kind creations and redemptions of Shares could have adverse consequences for the Fund."

Creations pursuant to Cash Orders will take place as follows, where "T" is the trade date and each day in the sequence must be a business day. Before a creation order is placed, the Manager determines if such creation order will be a Variable Fee Cash Order or an Actual Execution Cash Order, which determination is communicated to the Authorized Participant.

Trade Date (T)	Settlement Date (T+1, or T+2, as established at the time of order placement)
• The Authorized Participant places a creation order with the Transfer Agent. • The Marketing Agent accepts (or rejects) the creation order, which is communicated to the Authorized Participant by the Transfer Agent. • The Manager notifies the Liquidity Provider of the creation order. • The Manager determines the Total Basket NAV and any Variable Fee and Additional Creation Cash as soon as practicable after 4:00 p.m., New York time.	• The Authorized Participant delivers to the Cash Account: (x) in the case of a Variable Fee Cash Order, the Total Basket NAV, plus any Variable Fee; or (y) in the case of an Actual Execution Cash Order, the Total Basket NAV, plus any Additional Creation Cash, less any Excess Creation Cash, if applicable (such amount, as applicable, the "Required Creation Cash"). • The Liquidity Provider transfers the Fund Components included in the Total Basket Amount to the Fund's Vault Balance and the Cash Portion, if any, to the Cash Account. • Once the Fund is in simultaneous possession of (x) the Total Basket Amount and (y) the Required Creation Cash, the Fund issues the aggregate number of Shares corresponding to the Baskets ordered by the Authorized Participant, which the Transfer Agent holds for the benefit of the Authorized Participant. • Cash equal to the Required Creation Cash is delivered to the Liquidity Provider from the Cash Account. • The Transfer Agent delivers Shares to the Authorized Participant by crediting the number of Baskets created to the Authorized Participant's DTC account.

Variable Fee Cash Orders

Unless the Manager determines otherwise in its sole discretion based on market conditions and other factors existing at the time of such Cash Order, all creations pursuant to Cash Orders are expected to be executed as Variable Fee Cash Orders, and any price differential between (x) the Total Basket NAV on the trade date and (y) the price realized in acquiring the corresponding Total Basket Amount will be borne solely by the Liquidity Provider until such Fund Components have been received by the Fund.

The Manager anticipates that the Fund's cost to acquire the Total Basket Amount in connection with a Variable Fee Cash Order will equal the sum of the corresponding Total Basket NAV and Variable Fee to be delivered by the Authorized Participant to the Fund. In the event that, by 12:00 p.m., New York time on the settlement date of a creation pursuant to a Variable Fee Cash Order, either (x) the Fund's Vault Balance has not been credited with Fund Components in an amount equal to the Fund Components included in the Total Basket Amount or (y) the Cash Account has not been credited with the Total Basket NAV, plus any Variable Fee, such Cash Order will be deemed a failed trade, with any consideration that has been delivered by the Authorized Participant or the Liquidity Provider in respect of such Cash Order being returned by the Fund.

The Transfer Agent shall under no circumstances cause the Fund to issue Shares in respect of a Variable Fee Cash Order until such time as each of (x) the Total Basket Amount and (y) the Total Basket NAV, plus any Variable Fee, has been delivered to the Fund, and the Fund is in simultaneous possession of both.

Actual Execution Cash Orders

With respect to a creation pursuant to an Actual Execution Cash Order, as between the Fund and an Authorized Participant, the Authorized Participant is responsible for the dollar cost of the difference between the Fund Components price utilized in calculating Total Basket NAV on the trade date and the price at which the Fund acquires the Fund Components on the settlement date. If the price realized in acquiring the corresponding Total Basket Amount is higher than the Total Basket NAV, the Authorized Participant will bear the dollar cost of such difference by delivering cash in the amount of such difference (the "Additional Creation Cash") to the Cash Account. If the price realized in acquiring the corresponding Total Basket Amount is lower than the Total Basket NAV, the Authorized Participant will benefit from such difference, with the Fund promptly returning cash in the amount of such excess (the "Excess Creation Cash") to the Authorized Participant.

In the event that, by 12:00 p.m., New York time on the settlement date of a creation pursuant to an Actual Execution Cash Order, either (x) the Fund's Vault Balance has not been credited with Fund Components in an amount equal to the Fund Components included in the Total Basket Amount or (y) the Cash Account has not been credited with the Total Basket NAV (net of any Additional Creation Cash or Excess Creation Cash, if applicable), such Cash Order will be deemed a failed trade, with any consideration that has been delivered by the Authorized Participant or the Liquidity Provider in respect of such Cash Order being returned by the Fund.

The Transfer Agent shall under no circumstances cause the Fund to issue Shares in respect of a Cash Order until such time as each of (x) the Total Basket Amount and (y) the Total Basket NAV (net of any Additional Creation Cash or Excess Creation Cash, if applicable) has been delivered to the Fund, and the Fund is in simultaneous possession of both.

Redemption Procedures

The procedures by which an Authorized Participant can redeem one or more Baskets mirror the procedures for the creation of Baskets. On any business day, an Authorized Participant may place a redemption order specifying the number of Baskets to be redeemed.

The redemption of Shares pursuant to Cash Orders will only take place if approved by the Manager in writing, in its sole discretion and on a case-by-case basis. In exercising its discretion to approve the redemption of Shares pursuant to Cash Orders, the Manager expects to take into consideration a number of factors, including (i) the availability of Liquidity Providers to facilitate Cash Orders and (ii) to the extent In-Kind Regulatory Approval has been obtained, the cost of processing Cash Orders relative to the cost of processing In-Kind Orders. If the Manager decides to limit Cash Orders and the Fund is unable to satisfy redemption orders made in cash, the Fund's ability to redeem new Shares could be negatively impacted or, if In-Kind Regulatory Approval has not been obtained as of such time, would be unavailable, which could impact the Shares' liquidity and/or cause the Shares to trade at discounts, and could have a negative impact on the value of the Shares. In addition, if the Manager decides to limit Cash Orders at a time when the Shares are trading at a discount to the NAV per Share, and In-Kind Regulatory Approval has not been obtained as of such time or the in-kind redemption of Shares is otherwise unavailable, the arbitrage mechanism may fail to effectively function, which could impact the Shares' liquidity and/or cause the Shares to trade at discounts to the NAV per Share, and otherwise have a negative impact on the value of the Shares. See "Risk Factors—Risk Factors Related to the Fund and the Shares—The lack of ability to facilitate in-kind creations and redemptions of Shares could have adverse consequences for the Fund."

Cash Orders for redemption must be placed no later than 1:59:59 p.m., New York time on each business day. The Authorized Participants may only redeem Baskets and cannot redeem any Shares in an amount less than a Basket.

Redemptions pursuant to Cash Orders will take place as follows, where "T" is the trade date and each day in the sequence must be a business day. Before a redemption order is placed, the Manager determines if such redemption order will be a Variable Fee Cash Order or an Actual Execution Cash Order, which determination is communicated to the Authorized Participant.

Trade Date (T)	Settlement Date (T+1 (or T+2 on case-by-case basis, as approved by Manager))
• The Authorized Participant places a redemption order with the Transfer Agent. • The Marketing Agent accepts (or rejects) the redemption order, which is communicated to the Authorized Participant by the Transfer Agent. • The Manager notifies the Liquidity Provider of the redemption order. • The Manager determines the Total Basket NAV and, in the case of a Variable Fee Cash Order, any Variable Fee, as soon as practicable after 4:00 p.m., New York time.	• The Authorized Participant delivers Baskets to be redeemed from its DTC account to the Transfer Agent. • The Liquidity Provider delivers to the Cash Account: (x) in the case of a Variable Fee Cash Order, the Total Basket NAV less any Variable Fee; or (y) in the case of an Actual Execution Cash Order, the actual proceeds to the Fund from the liquidation of the Total Basket Amount (such amount, as applicable, the "Required Redemption Cash"). • Once the Fund is in simultaneous possession of (x) the Total Basket Amount and (y) the Required Redemption Cash, the Transfer Agent cancels the Shares comprising the number of Baskets redeemed by the Authorized Participant. • The Custodian sends the Liquidity Provider the Total Basket Amount, and cash equal to the Required Redemption Cash is delivered to the Authorized Participant from the Cash Account.

Variable Fee Cash Orders

Unless the Manager determines otherwise in its sole discretion based on market conditions and other factors existing at the time of such Cash Order, all redemptions pursuant to Cash Orders are expected to be executed as Variable Fee Cash Orders, and any price differential between (x) the Total Basket NAV on the trade date and (y) the price realized in disposing of the corresponding Total Basket Amount will be borne solely by the Liquidity Provider.

The Manager anticipates that the Fund's proceeds from liquidating the Total Basket Amount in connection with a Variable Fee Cash Order will equal the corresponding Total Basket NAV less the Variable Fee to be delivered by the Liquidity Provider to the Fund. In the event that, by 12:00 p.m. (New York time) on the settlement date of a redemption pursuant to a Variable Fee Cash Order, either (x) the Transfer Agent's account at DTC has not been credited with the total number of Shares corresponding to the total number of Baskets to be redeemed or (y) the Cash Account has not been credited with the Total Basket NAV, less any Variable Fee, such Cash Order will be deemed a failed trade, with any consideration that has been delivered by the Authorized Participant or the Liquidity Provider in respect of such Cash Order being returned by the Fund.

The Transfer Agent shall under no circumstances deliver the Required Redemption Cash to the Authorized Participant in respect of a Variable Fee Cash Order until such time as (x) the Baskets to be redeemed have been delivered to the Transfer Agent and (y) the Total Basket NAV, less any Variable Fee, has been delivered to the Cash Account, and the Fund and/or the Transfer Agent is in simultaneous possession of both.

Actual Execution Cash Orders

With respect to a redemption pursuant to an Actual Execution Cash Order, as between the Fund and an Authorized Participant, the Authorized Participant is responsible for the dollar cost of the difference between the Fund Components price utilized in calculating Total Basket NAV on the trade date and the price at which the Fund disposes of the Fund Components on the settlement date. If the price realized in disposing the corresponding Total Basket Amount on the settlement date is lower than the Total Basket NAV on the trade date, the Authorized Participant will bear the dollar cost of such difference (the "Redemption Cash Shortfall"), with the amount of cash to be delivered to the Authorized Participant being reduced by the amount of such Redemption Cash Shortfall. If the price realized in disposing the corresponding Total Basket Amount on the settlement date is higher than the Total Basket NAV on the trade date, the Fund will deliver cash in the amount of such excess (the "Additional Redemption Cash") to the Authorized Participant.

In the event that, by 12:00 p.m. (New York time) on the settlement date of a redemption pursuant to an Actual Execution Cash Order, either (x) the Transfer Agent's account at DTC has not been credited with the total number of Shares corresponding to the total number of Baskets to be redeemed or (y) the Cash Account has not been credited with the Total Basket NAV (plus any Additional Redemption Cash or net of any Redemption Cash Shortfall), such Cash Order will be deemed a failed trade, with any consideration that has been delivered by the Authorized Participant or the Liquidity Provider in respect of such Cash Order being returned by the Fund.

The Transfer Agent shall under no circumstances deliver the Required Redemption Cash to the Authorized Participant in respect of a Cash Order until such time as (x) the Total Basket Amount has been delivered to the Transfer Agent and (y) the Total Basket NAV (plus any Additional Redemption Cash or net of any Redemption Cash Shortfall, if applicable) has been delivered to the Fund, and the Fund and/or the Transfer Agent is in simultaneous possession of both.

Suspension or Rejection of Orders and Total Basket Amount

The creation or 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 creation orders or redemption orders or for any other reason at any time or from time to time. The Marketing Agent may reject an order or, after accepting an order, may cancel such order, if: (i) such order is not presented in proper form as described in the Participant Agreement, (ii) to the extent In-Kind Regulatory Approval has been obtained, in the case of In-Kind Orders, the transfer of the Fund Component Basket Amount comes from an account other than a digital asset wallet address that is known to the Custodian as belonging to the Authorized Participant or its AP Designee 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 or redemption order.

The Manager will notify investors of any suspension of creations or redemptions of Shares by filing a current report on Form 8-K. Suspension of the creation or redemption of Shares could negatively impact the Shares' liquidity and/or cause the Shares to trade at premiums and discounts, and otherwise have a negative impact on the value of the Shares.

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 and 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.

MATERIAL 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 "—Material 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.

Material U.S. Federal Income Tax Consequences to U.S. Holders

The following discussion addresses the material U.S. federal income tax consequences of the ownership of Shares by U.S. Holders (as defined below). Subject to the limitations and qualifications, and based on the assumptions described herein and in the opinion letter filed as Exhibit 8.1 to this registration statement, the statements of law and legal conclusions set forth in the following discussion constitute the opinion of Davis Polk & Wardwell LLP ("Davis Polk") as to the material U.S. federal income tax consequences of the ownership and disposition of Shares that generally may apply to a U.S. Holder. This discussion does not describe all of the tax

consequences that may be relevant to you in light of your particular circumstances, including tax consequences applicable to beneficial owners subject to special rules, such as:

- financial institutions;
- dealers in securities or commodities;
- traders in securities or commodities that have elected to apply a mark-to-market method of tax accounting in respect thereof;
- persons holding Shares as part of a hedge, "straddle," integrated transaction or similar transaction;
- Authorized Participants (as defined below);
- persons whose functional currency is not the U.S. dollar;
- entities or arrangements classified as partnerships for U.S. federal income tax purposes;
- real estate investment trusts;
- regulated investment companies;
- tax-exempt entities, including individual retirement accounts; and
- a U.S. Holder that owns, actually or constructively, more than 10% of the Shares.

This discussion applies only to Shares that are held as capital assets and does not address alternative minimum tax consequences or consequences of the Medicare contribution tax on net investment income.

If an entity or arrangement that is classified as a partnership for U.S. federal income tax purposes holds Shares, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. Partnerships holding Shares and partners in those partnerships are urged to consult their tax advisers about the particular U.S. federal income tax consequences of owning Shares.

This discussion is based on the U.S. Internal Revenue Code of 1986, as amended (the "Code"), administrative pronouncements, judicial decisions and final, temporary and proposed Treasury regulations as of the date hereof, changes to any of which subsequent to the date hereof may affect the tax consequences described herein. For the avoidance of doubt, this summary does not discuss any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction.

Shareholders are urged to consult their tax advisers about the application of the U.S. federal income tax laws to their particular situations, as well as any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction.

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 to 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. The IRS subsequently has released two revenue rulings (the "Rulings") and a set of "Frequently Asked Questions" (the "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, guidance with respect to the timing of recognition of staking rewards and guidance with respect to the determination of the tax basis of digital assets. However, the Notice, the Rulings and the FAQs do not address other significant aspects of the U.S. federal income tax treatment of digital assets. For example, there is no guidance directly addressing whether, and in what circumstances, trading in digital assets might give rise to income that is effectively connected with the conduct of a trade or business in the United States ("effectively connected income"). In addition, although the Notice contemplates that rewards earned from "mining" will constitute taxable income, and one of the Rulings concludes that rewards from staking similarly will constitute current taxable income, there is no guidance directly addressing amounts received in connection with digital assets lending activities, including with respect to whether and when engaging in staking or digital asset lending might rise to the level of a trade or business. It is likely, however, that the IRS would assert that lending digital assets gives rise to current, ordinary income with respect to any compensation received for such lending activities. 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 asset may be adverse to the Fund. For example, ownership of a digital asset could be treated as ownership in an entity, in which case the consequences of ownership of that digital asset would depend on the type and place of organization of the deemed entity. Moreover, although the FAQs and one of the Rulings address the treatment of hard forks, there continues to be uncertainty with respect to the timing and amount of the income inclusions. While the Rulings and the FAQs do not address most situations in which airdrops occur, it is clear from the reasoning of the Rulings and the FAQs that the IRS generally would treat an airdrop as a taxable event giving rise to ordinary income. Therefore, although the Manager has committed to causing the Fund to abandon all Forked Assets to which the Fund otherwise might become entitled, it is possible that the IRS could treat the Fund's receipt of digital assets as a result of a fork, airdrop or similar occurrence as 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, the Rulings and the 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 could hold certain types of digital assets that are not within the scope of the Notice, in the event the Manager seeks to change the Fund's policy with respect to Forked Assets, subject to NYSE Arca obtaining regulatory approval from the SEC.

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 income. There can, however, be no complete assurance in this regard. In particular, as discussed above, there is no guidance directly addressing whether, and in what circumstances, trading in digital assets might give rise to effectively connected income. Although the Manager expects to take the position that the Fund is an investor, rather than a trader, in digital assets, and investing in commodities for one's own account generally does not give rise to effectively connected income, there is some uncertainty regarding the application of these rules to digital assets and the Fund. As discussed above, there also is no guidance directly addressing the U.S. federal income taxation of lending digital assets or with respect to whether and when engaging in digital asset lending 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, in the event the Manager seeks to change the Fund's policy with respect to Forked Assets, subject to NYSE Arca obtaining regulatory approval from the SEC, would presumably constitute FDAP income. It is also possible that compensation received in respect of 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 from lending activities.

Tax Consequences to U.S. Holders

The discussion that follows applies to you if you are a U.S. Holder. As used herein, the term "U.S. Holder" means a beneficial owner of a Share for U.S. federal income tax purposes that is:

- an individual who is a citizen or resident of the United States for U.S. federal income tax purposes;

- a corporation, or other entity treated as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States or of any political subdivision thereof; or

- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

Except as specifically noted, the discussion below assumes that you will acquire all of your 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. The material consequences of the PFIC rules are set forth below. In addition, under certain circumstances, the Fund may be a "controlled foreign corporation" (a "CFC") for U.S. federal income tax purposes. If the Fund is a CFC, the CFC rules, rather than the PFIC rules discussed below, will apply to you if you are a 10% U.S. Shareholder, as defined below, of the Fund. A "10% U.S. Shareholder" is a United States person 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. You should consult your tax adviser if you are or may become a 10% U.S. Shareholder, as the U.S. federal income tax consequences of an investment in the Fund may differ materially from the discussion below if the Fund is a CFC and you are a 10% U.S. Shareholder of the Fund.

You should consult your tax adviser concerning the Fund's potential PFIC status and CFC status, and the tax considerations relevant to an investment in a PFIC or CFC. You should also read the discussion under the headings "—Information Reporting and Backup Withholding," "—Information Reporting by Shareholders" and "—FATCA Tax" below.

Taxation of Distributions

Subject to the PFIC rules described below, distributions paid on Shares, other than certain pro rata distributions of Shares, will be treated as dividends to the extent paid out of the Fund's current or accumulated earnings and profits (as determined under U.S. federal income tax principles). Subject to applicable limitations including the PFIC rules discussed below, dividends paid to certain non-corporate U.S. Holders may be "qualified dividend income" and therefore may be taxable at rates applicable to long-term capital gains. You should consult your tax adviser regarding the availability of these favorable tax rates on dividends in your particular circumstances. Dividends paid by us would not be eligible for the dividends-received deduction generally available to U.S. corporations under the Code. The dividend income will generally be treated as foreign-source income for U.S. foreign tax credit purposes. However, depending on the composition of our income and whether we are a "United States-owned foreign corporation" (generally, a foreign corporation more than 50% of the stock of which (by vote or value) is owned or, under certain constructive ownership rules, treated as owned by United States persons), a portion of any dividends paid by us may be treated as U.S.-source income for purposes of determining your foreign tax credit limitation. You should consult with your tax advisor regarding these rules.

Risk of Constructive Distributions

The Fund issues Shares to, and redeems Shares from, Authorized Participants on an ongoing basis. In certain circumstances, redemption proceeds delivered to an Authorized Participant could be treated as a dividend for U.S. federal income tax purposes and, in that case, it is possible that other shareholders of the Fund whose percentage interests in the Fund increase as a result of such redemption will be treated as having received a taxable distribution (generally treated as described above in "—*Taxation of Distributions*") from the Fund to the extent of such increase.

Sale or Other Disposition of Shares

Subject to the PFIC described below, for U.S. federal income tax purposes, gain or loss realized on the sale or other taxable disposition of Shares will be capital gain or loss, and will be long-term capital gain or loss if you held the Shares for more than one year. The amount of gain or loss will equal the difference between your tax basis in the Shares and the amount realized on the disposition. This gain or loss generally will be U.S. source gain or loss for foreign tax credit purposes.

PFIC Rules

It is not clear whether the Fund is a PFIC for U.S. federal income tax purposes, the guidance in the Rulings and the FAQs has increased the uncertainty in this regard, and Davis Polk expresses no opinion regarding the Fund's PFIC status. However, because it is possible that the Fund is a PFIC, the Fund will provide to each U.S. Holder, and to any other shareholder upon request, PFIC Annual Information Statements that will include the required information and representations to permit such U.S. Holder (or any direct or indirect beneficial owner of an interest in any shareholder) to make a "qualified electing fund" election (a "QEF Election") or "mark to market" election (an "MTM Election") with respect to the Fund. You should consult your tax adviser as to whether you should make a QEF Election or MTM Election. Assuming that the Fund is a PFIC, failure to make a QEF Election or MTM Election with respect to an investment in the Fund could result in materially adverse tax consequences to you, 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 or MTM Election

If you do not make a QEF Election or MTM Election with respect to the Fund, any "excess distribution" received by you from the Fund, and any gain recognized by you 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 your holding period for your 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 applicable to you (as a corporate or individual taxpayer, as the case may be) 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 you do not make a QEF Election or MTM Election, distributions by the Fund to you, other than "excess distributions," will be taxable as ordinary income (and not as "qualified dividend income" as discussed above) 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 your tax basis in your Shares and, after such tax basis has been reduced to zero, as gain from a sale or exchange of your Shares, which will be subject to U.S. federal income tax as described above. Although the Manager has committed to causing the Fund to abandon all Forked Assets to which the Fund otherwise might become entitled, these rules would apply to any in-kind distribution of a Forked Asset that the Fund makes to you in the future, 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

You can mitigate the consequences described above by making a QEF Election with respect to the Fund. You can make a QEF Election by attaching a properly executed IRS Form 8621 to your U.S. federal income tax return for the first taxable year in which you wish the election to apply. However, if you do not make a QEF Election with respect to the Fund for the first taxable year in which you hold any Shares, a later QEF Election with respect to the Fund will not apply with respect to your investment in the Fund unless you elect to recognize gain, if any, as if you sold your Shares on the first day of the first taxable year to which the QEF Election applies. Any gain that you recognize as a consequence of such an election will be subject to U.S. federal income tax as described above under "—Consequences in Absence of QEF Election or MTM Election."

If you make a valid QEF Election with respect to your Shares, you will be required to report on your U.S. federal income tax return, and thus to take into account in determining its U.S. federal income tax liability, your pro rata share of the Fund's ordinary earnings and net capital gain for the taxable year of the Fund ending within or with your taxable year, regardless of whether the Fund makes any distributions to you. You will include your pro rata share of the Fund's ordinary earnings (which includes net short-term capital gains) as ordinary income, and will include your 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. You 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, you 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 that you would otherwise be required to include pursuant to the QEF Election. Your tax basis in your Shares will be increased by the amounts you include in income as a consequence of the QEF Election and decreased by the amount of distributions you receive from the Fund out of earnings that you 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 to fund redemptions, in connection with rebalancings, in order 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 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. 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. **Accordingly, if you make a QEF Election with respect to the Fund, you may be required to include significant amounts of taxable income or gain each taxable year with respect to your investment in the Fund, even if you receive no distributions from the Fund during that taxable year.**

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 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 you may be required to amend your tax return for those years.

Assuming that you make a QEF Election with respect to your Shares, a distribution by the Fund to you 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 you 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 you 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 your tax basis in your Shares and, after such tax basis has been reduced to zero, as gain from a sale or exchange of your Shares.

Upon a sale or other exchange of Shares, you will generally recognize gain or loss equal to the difference between the amount realized and your tax basis in your Shares. Assuming that you have 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 your holding period for the Shares was more than one year as of the date of the sale or other exchange.

If you make a QEF Election with respect to your Shares, you may also elect to defer the payment of the taxes in respect of your 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 you make this election, the deferred tax liability with respect to the undistributed earnings attributable to your Shares will generally become payable on the due date (determined without regard to extensions) of your U.S. federal income tax return for the taxable year in which you sell or pledge such Shares. If the Fund makes a distribution, however, the deferred tax liability with respect to your share of the distributed earnings will become payable on the due date (determined without regard to extensions) of your U.S. federal income tax return for the taxable year in which the distribution occurs.

Consequences Pursuant to MTM Election

If the Shares are "regularly traded" on a "qualified exchange" (such as NYSE Arca), you may make an MTM Election that would result in tax treatment different from the general tax treatment for PFICs described above. The Shares will be treated as "regularly traded" in any calendar year in which more than a de minimis quantity of the Shares is traded on a qualified exchange on at least 15 days during each calendar quarter.

If you make an MTM Election, you generally will recognize as ordinary income any excess of the fair market value of the Shares at the end of each taxable year over their adjusted tax basis, and will recognize an ordinary loss in respect of any excess of the adjusted tax basis of the Shares over their fair market value at the end of the taxable year (but only to the extent of the net amount of income previously included as a result of the MTM Election). If you make the MTM Election, your tax basis in the Shares will be adjusted to reflect the income or loss amounts recognized. Any gain recognized on the sale or other disposition of Shares in a year when the Fund is a PFIC will be treated as ordinary income and any loss will be treated as an ordinary loss (but only to the extent of the net amount of income previously included as a result of the MTM Election). Distributions paid on Shares will be treated as described in "—*Taxation of Distributions*" above, except that they will not be eligible to be treated as "qualified dividend income."

Information Reporting and Backup Withholding

Payments of Fund dividends, and of proceeds from sales of Shares, that are made to you 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) you are a corporation or other exempt recipient or (ii) in the case of backup withholding, you provide a correct taxpayer identification number and certify that you are not subject to backup withholding. The amount of any backup withholding from a payment to you will be allowed as a credit against your U.S. federal income tax liability and may entitle you to a refund, provided that the required information is timely furnished to the IRS.

Information Reporting by Shareholders

You 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. 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.

If you are an individual U.S. Holder, unless you hold your Shares in a financial account maintained by a financial institution, you will be required to report information relating to your ownership of Shares on IRS Form 8938 for each taxable year in which you hold 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. Holders that are entities may be subject to similar rules.

If the Fund is a PFIC, you will generally be required to file IRS Form 8621 with respect to the Fund for each year in which you hold Shares. Additional reporting requirements will apply to you if you own (actually or constructively) a 10% or greater interest in the Fund.

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.*" You should consult your tax adviser as to how these rules may apply to payments you receive under the Shares.

ERISA AND RELATED CONSIDERATIONS

ERISA and Section 4975 of the Code impose certain requirements on employee benefit plans and certain other plans and arrangements, including individual retirement accounts ("IRAs") and annuities, Keogh plans, and certain collective investment funds or insurance company general or separate accounts in which such plans or arrangements are invested, that are subject to ERISA and/or the Section 4975 of the Code (collectively, "Plans"), and on persons who are fiduciaries with respect to the investment of Plan assets. Government plans, non-U.S. plans and certain church plans (collectively, "Non-ERISA Arrangements") are not subject to the fiduciary responsibility or prohibited transaction provisions of ERISA or Section 4975 of the Code, but may be subject to similar rules under other federal, state, local, non-U.S. or other applicable laws ("Similar Laws").

General Fiduciary Matters

In contemplating an investment of a portion of Plan assets in Shares, the Plan fiduciary responsible for making such investment should carefully consider, taking into account the facts and circumstances of the Plan, the risks discussed in this prospectus, and whether such investment is consistent with its fiduciary responsibilities, including, but not limited to (i) whether the fiduciary has the authority to make the investment under the appropriate governing plan instrument, (ii) whether the investment would constitute a direct or indirect non-exempt prohibited transaction under ERISA or the Code, (iii) the Plan's funding objectives, and (iv) whether under the general fiduciary standards of investment prudence and diversification such investment is appropriate for the Plan, taking into account the overall investment policy of the Plan, the composition of the Plan's investment portfolio and the Plan's need for sufficient liquidity to pay benefits when due. Fiduciaries of Non-ERISA Arrangements should carefully consider whether an investment in Shares would violate any applicable Similar Laws.

Plan Asset Issues

Under the Department of Labor's regulations at section 2510.3-101, as amended by Section 3(42) of ERISA (the "Plan Asset Regulations"), if a Plan invests in an equity interest of an entity that is "a publicly-offered security," the entity will not be deemed to hold "plan assets" subject to ERISA, and a party managing the assets of such entity will not be subject to the fiduciary responsibility and prohibited transaction rules of ERISA and Section 4975 of the Code. A "publicly-offered security" is a security that is freely transferable, part of a class of securities that is widely held, and is either (i) part of a class of securities registered under section 12(b) or 12(g) of the Exchange Act or (ii) sold to the plan as part of an offering of securities to the public pursuant to an effective registration statement under the Securities Act and the class of securities of which such security is a part is registered under the Exchange Act within 120 days (or such later time as may be allowed by the Securities and Exchange Commission) after the end of the fiscal year of the issuer during which the offering of such securities to the public occurred. Whether a security is "freely transferable" is a factual question determined on the basis of facts and circumstances. A class of securities is "widely-held" if it is a class of securities that is owned by 100 or more investors independent of the issuer and of one another. It is anticipated that the Shares will constitute "publicly-offered securities" as defined in the Plan Asset Regulations. Accordingly, only Shares held by a Plan, and not the underlying digital assets held in the Fund represented by the Shares, should be treated as assets of the Plan, for purposes of applying the fiduciary responsibility and prohibited transaction rules of ERISA and the Code.

Investment by Certain Retirement Plans

IRAs and participant-directed accounts under tax-qualified retirement plans are limited in the types of investments they may make under the Code. Potential purchasers of Shares that are IRAs or participant-directed accounts under a Code Section 401(a) plan should consult with their own advisors as to the consequences of an investment in Shares.

Ineligible Purchasers

In general, Shares may not be purchased with the assets of a Plan if the Manager, the distributor or any of their respective affiliates or employees either: (i) has investment discretion with respect to the investment of such Plan assets; (ii) has authority or responsibility to give or regularly gives investment advice with respect to such Plan assets, for a fee, and pursuant to an agreement or understanding that such advice will serve as a primary basis for investment decisions with respect to such Plan assets and that such advice will be based on the particular investment needs of the Plan; or (iii) is an employer maintaining or contributing to such Plan. A party that is described in clause (i) or (ii) of the preceding sentence is a fiduciary under ERISA and the Code with respect to the Plan, and any such purchase might result in a prohibited transaction under ERISA and/or the Code, unless an exemption is available.

Representation

Accordingly, by acceptance of Shares, each purchaser and subsequent transferee of Shares will be deemed to have represented and warranted that either (i) no portion of the assets used by such purchaser or transferee to acquire or hold the Shares constitutes assets of any Plan or Non-ERISA Arrangement or (ii) the acquisition, holding and subsequent disposition of the Shares by such purchaser or transferee will not constitute or result in any non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or violate any applicable Similar Law.

Except as otherwise set forth, the foregoing statements regarding the consequences under ERISA and the Code of an investment in the Fund are based on the provisions of ERISA and the Code as currently in effect, and the existing administrative and judicial interpretations thereunder. No assurance can be given that administrative, judicial or legislative changes will not occur that may make the foregoing statements incorrect or incomplete.

ACCEPTANCE OF SUBSCRIPTIONS ON BEHALF OF PLANS OR NON-ERISA ARRANGEMENTS IS IN NO RESPECT A REPRESENTATION BY THE MANAGER OR ANY OTHER PARTY RELATED TO THE FUND THAT THIS INVESTMENT MEETS THE RELEVANT LEGAL REQUIREMENTS WITH RESPECT TO INVESTMENTS BY ANY PARTICULAR PLAN OR NON-ERISA ARRANGEMENT OR PLANS OR NON-ERISA ARRANGEMENTS GENERALLY, OR THAT THIS INVESTMENT IS APPROPRIATE FOR ANY PARTICULAR PLAN OR NON-ERISA ARRANGEMENT OR PLANS OR NON-ERISA ARRANGEMENTS GENERALLY. THE PERSON WITH INVESTMENT DISCRETION WITH RESPECT TO ANY PLAN OR NON-ERISA ARRANGEMENT SHOULD CONSULT WITH ITS OWN COUNSEL AND ADVISERS AS TO THE PROPRIETY OF AN INVESTMENT IN THE FUND, IN LIGHT OF THE CIRCUMSTANCES OF THE PARTICULAR PLAN OR NON-ERISA ARRANGEMENT BEFORE PURCHASING SHARES. NEITHER THIS DISCUSSION NOR ANYTHING IN THIS PROSPECTUS IS OR IS INTENDED TO BE INVESTMENT ADVICE DIRECTED AT ANY POTENTIAL PURCHASER THAT IS A PLAN OR NON-ERISA ARRANGEMENT, OR AT SUCH PURCHASERS GENERALLY.

PLAN OF DISTRIBUTION

The Fund issues Shares in Baskets only to Authorized Participants in exchange for deposits of whole and fractional tokens of each Fund Component plus cash representing the Cash Portion, if any, via a Liquidity Provider, together with corresponding deposits of cash from such Authorized Participants, on an ongoing continuous basis. The Fund does not issue fractions of a Basket. Although the Fund creates Baskets only upon the receipt of Fund Components plus cash representing the Cash Portion, if any, at this time an Authorized Participant can only submit Cash Orders, pursuant to which the Authorized Participant will deposit cash into the Cash Account (and a Liquidity Provider will transfer to the Fund's Vault Balance the corresponding Fund Components and to the Cash Account the Cash Portion, if any) in connection with the creation and redemption of Baskets. Subject to In-Kind Regulatory Approval, in the future the Fund may also create and redeem Baskets via In-Kind Orders, pursuant to which an Authorized Participant or its AP Designee would deposit Fund Components directly with the Fund or receive Fund Components directly from the Fund. However, because In-Kind Regulatory Approval has not been obtained, at this time Baskets will not be created or redeemed through In-Kind Orders and will only be created or redeemed through Cash Orders. There can be no assurance as to when In-Kind Regulatory Approval will be sought or obtained, if at all.

Cash Orders will be facilitated by the Transfer Agent and Grayscale Investments Sponsors, LLC, which will engage one or more eligible companies (each, a "Liquidity Provider") that is not an agent of, or otherwise acting on behalf of, any Authorized Participant to obtain or receive Fund Components plus cash representing the Cash Portion, if any, in connection with such orders. Authorized Participants may create a Basket pursuant to a Cash Order by delivering to the Cash Account (x) in the case of a Variable Fee Cash Order, the Basket NAV and any Variable Fee, or (y) in the case of an Actual Execution Cash Order, the Basket NAV, plus any Additional Creation Cash, less any Excess Creation Cash (such amount, as applicable, the "Required Creation Cash"), and the Liquidity Provider transferring the corresponding Fund Components included in the Basket Amount to the Fund's Vault Balance and the Cash Portion, if any, to the Cash Account. For any Trade Date, the Basket Amount equals the sum of (x) the Fund Component Basket Amounts for all Fund Components and (y) the Cash Portion, in each case, as of such Trade Date. The Basket NAV equals the U.S. dollar value of a Basket calculated by multiplying the Fund Component Basket Amounts for all Fund Components by their respective Index Price or Digital Asset Reference Rate as of the trade date and adding such product to the Cash Portion, if any. Shares will only be created and delivered to the Authorized Participant after the Fund is in simultaneous possession of (i) the Basket Amount and (ii) the Required Creation Cash.

It is expected that Authorized Participants that create Shares will sell Shares to the public at varying prices to be determined by reference to, among other considerations, the prices of the Fund Components and the trading price of the Shares on the NYSE Arca at the time of each sale. There will not be an "initial" creation of Baskets upon the Fund's listing on NYSE Arca given that the Fund already has created Baskets of Shares that will continue to be outstanding as of such date.

While the arbitrage mechanism is expected to keep the value of the Shares closely linked to the Index Price, due to price volatility and differentials, trading volume, and closings of Digital Asset Trading Platforms due to fraud, failure, security breaches or otherwise, there can be no assurance that the value of the Shares will reflect the value of the Fund's Digital Assets, plus any cash held by the Fund and reduced by the Fund's expenses and other liabilities, and the Shares may trade at a substantial premium over, or a substantial discount to, the value of the Fund Components, plus any cash held by the Fund and reduced by the Fund's expenses and other liabilities. This risk may be exacerbated to the extent in-kind creations and redemptions of Shares continue to be unavailable for any reason. See "Risk Factors—Risk Factors Related to the Fund and the Shares—The lack of ability to facilitate in-kind creations and redemptions of Shares could have adverse consequences for the Fund." Moreover, there may be variances in the prices of digital assets on the various Digital Asset Trading Platforms, including as a result of differences in fee structures or administrative procedures on different Digital Asset Trading Platforms, which could enhance or inhibit the arbitrage mechanism in a manner that is beyond our control.

Because new Shares can be created and issued on an ongoing basis at any point during the life of the Fund, a "distribution," as such term is used in the Securities Act, will be occurring. Authorized Participants, other broker-dealers and other persons are cautioned that some of their activities will result in their being deemed participants in a distribution in a manner which would render them statutory underwriters and subject them to the prospectus delivery and liability provisions of the Securities Act. For example, an Authorized Participant, other broker-dealer firm or its client will be deemed a statutory underwriter if it purchases a Basket from the Fund, breaks the Basket down into its constituent Shares and sells the Shares directly to its customers, or if it chooses to couple the creation of a new Basket with an active selling effort involving solicitation of secondary market demand for the Shares. A determination of whether a particular market participant is an underwriter must take into account all the facts and circumstances pertaining to the activities of the broker-dealer or its client in the particular case, and the examples mentioned above should not be considered a complete description of all the activities that could lead to designation as an underwriter and subject them to the prospectus delivery and liability provisions of the Securities Act.

Investors that purchase shares through a brokerage account (whether commission-based or fee-based) may pay commissions or fees charged by the brokerage account.

Dealers that are not "underwriters" but are participating in a distribution (as contrasted to ordinary secondary trading transactions), and thus dealing with Shares that are part of an "unsold allotment" within the meaning of Section 4(3)(C) of the Securities Act, would be unable to take advantage of the prospectus delivery exemption provided by Section 4(3) of the Securities Act.

The Manager intends to qualify the Shares in states selected by the Manager and that sales be made through broker-dealers who are members of FINRA. Investors intending to create or redeem Baskets through Authorized Participants in transactions not involving a broker-dealer registered in such investor's state of domicile or residence should consult their legal advisor regarding applicable broker-dealer or securities regulatory requirements under the state securities laws prior to such creation or redemption.

Authorized Participants will not receive from the Fund or the Manager any compensation in connection with an offering or reoffering of the Shares. Accordingly, there is, and will be, no payment of underwriting compensation in connection with any such offering of Shares in excess of 10% of the gross proceeds of the offering.

Pursuant to a Marketing Agent Agreement (the "Marketing Agent Agreement") to be entered into between the Manager and Foreside Fund Services, LLC, as Marketing Agent (the "Marketing Agent"), the Marketing Agent will be paid by the Manager an annual fee. In addition, the Manager will pay certain out-of-pocket fees and expenses of the Marketing Agent incurred in connection with its assistance in the marketing of the Fund and its Shares.

Prior to the effectiveness of the registration statement of which this prospectus forms a part, Grayscale Securities, LLC, an affiliate of the Manager and an affiliate and related party of the Fund, serves as the marketing agent for the Fund pursuant to a distribution and marketing agreement. Prior to, and in connection with the effectiveness of this registration statement and the listing of the Shares on NYSE Arca, the Manager intends to amend such distribution and marketing agreement to remove the Fund as an entity covered by such agreement, and enter into the Marketing Agent Agreement with the Marketing Agent.

Under the Marketing Agent Agreement, the Marketing Agent will provide the following services to the Manager:

- Assist the Manager in facilitating Participation Agreements between and among Authorized Participants, the Fund, the Transfer Agent;
- Provide prospectuses to Authorized Participants;
- Work with the Transfer Agent to review and approve orders placed by the Authorized Participants and transmitted to the Transfer Agent;
- Review and file applicable marketing materials with FINRA; and
- Maintain, reproduce and store applicable books and records related to the services provided under the Marketing Agent Agreement.

The Fund intends to list the Shares on NYSE Arca under the symbol "GDLC."

LEGAL MATTERS

The validity of the Shares will be passed upon by Maples and Calder (Cayman) LLP, as Cayman Islands counsel to the Fund. Davis Polk & Wardwell LLP, as special tax counsel to the Fund, will render an opinion regarding the material U.S. federal income tax consequences of the ownership of Shares.

EXPERTS

Marcum LLP and Friedman LLP (prior to the acquisition of certain assets of Friedman LLP by Marcum LLP effective September 1, 2022), independent registered public accounting firms, have audited the financial statements included in our Annual Report on Form 10-K, which are incorporated by reference in this prospectus. Marcum LLP audited the financial statements of the Fund as of June 30, 2024 and 2023, and for the two years ended June 30, 2024. Friedman LLP audited the statements of operations and changes in net assets of the Fund for the year ended June 30, 2022. Such financial statements are incorporated by reference in reliance upon the reports of Marcum LLP and Friedman LLP, given upon their authority as experts in accounting and auditing. Marcum LLP was dismissed as auditors on September 6, 2024 and, accordingly, have not performed any audit or review procedures with respect to any financial statements for the periods after the date of such dismissal. Friedman LLP was dismissed as auditors on September 27, 2022 and, accordingly, have not performed any audit or review procedures with respect to any financial statements for the periods after the date of such dismissal.

WHERE YOU CAN FIND MORE INFORMATION; INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The Manager has filed on behalf of the Fund a registration statement on Form S-3 with the SEC under the Securities Act. As permitted by the rules and regulations of the SEC, this prospectus does not contain all of the information contained in the registration statement and the exhibits and schedules thereto. As such we make reference in this prospectus to the registration statement and to the exhibits and schedules thereto. For further information about us and about the securities we hereby offer, you should consult the registration statement and the exhibits and schedules thereto. You should be aware that statements contained in this prospectus concerning the provisions of any documents filed as an exhibit to the registration statement or otherwise filed with the SEC are not necessarily complete, and in each instance reference is made to the copy of such document so filed. Each such statement is qualified in its entirety by such reference.

We file annual, quarterly and periodic reports and other information with the SEC. These filings contain important information which does not appear in this prospectus but is incorporated by reference herein. Our filings are available to the public on the Internet, through a database maintained by the SEC at http:// www.sec.gov. Our filings are also available, free of charge, on our website at www.grayscale.com. We have included our website address for the information of prospective investors and do not intend it to be an active link to our website. Information contained on our website does not constitute a part of this prospectus or any applicable prospectus supplement (or any document incorporated by reference herein or therein).

The SEC allows us to "incorporate by reference" information into this prospectus, which means that we can disclose important information to you by referring you to other documents which we have filed or will file with the SEC. We are incorporating by reference in this prospectus the documents listed below.

- Annual Report on Form 10-K for the fiscal year ended June 30, 2024;
- Quarterly Reports on Form 10-Q for the quarters ended September 30, 2024, December 31, 2024, and March 31, 2025; and
- Current Reports on Form 8-K filed with the SEC on July 5, 2024, October 4, 2024, January 3, 2025, January 8, 2025, April 4, 2025, April 9, 2025, June 6, 2025, and June 26, 2025 and any additional Current Reports on Form 8-K filed with the SEC prior to the effectiveness of the registration statement of which this prospectus forms a part.

Any future filings the Manager or the Fund makes with the SEC pursuant to Sections 13(a), 13(c) 14 or 15(d) of the Exchange Act (other than documents or information deemed to have been furnished and not filed in accordance with SEC rules, including Items 2.02 and 7.01 of Form 8-K), on or after the date of this prospectus and before the termination or completion of this offering of our Shares shall be deemed to be incorporated by reference in this prospectus and to become a part of it from the dates that such documents are filed with the SEC. Certain statements and portions of this prospectus will automatically update and may replace information in the above listed documents incorporated by reference. Likewise, information that becomes a part of this prospectus after the date of this prospectus will automatically update and may replace statements in and portions of this prospectus and information previously filed with the SEC.

Notwithstanding the foregoing paragraphs, information furnished under Items 2.02 and 7.01 of any Current Report on Form 8-K, including the related exhibits under Item 9.01, is not incorporated by reference in this prospectus.

We will provide you without charge, upon your written or oral request, a copy of any or all of the documents incorporated by reference in this prospectus, other than exhibits to such documents which are not specifically incorporated by reference into such documents, other than information in future filings that is deemed not to be filed. Please direct your written or telephone requests to Grayscale Investments Sponsors, LLC, 290 Harbor Drive, 4th Floor, Stamford, Connecticut 06902, (212) 668-1427.

GLOSSARY OF DEFINED TERMS

In this prospectus, each of the following quoted terms have the meanings set forth after such term:

"**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.

"**Actual Execution Cash Order**"—A Cash Order pursuant to which any price differential between (x) the Total Basket NAV on the trade date and (y) the price realized in acquiring or disposing of the corresponding Total Basket Amount, as the case may be, will be borne solely by the Authorized Participant.

"**Additional Creation Cash**"—In connection with a creation pursuant to an Actual Execution Cash Order, the amount of additional cash required to be delivered by the Authorized Participant in the event the price realized in acquiring the corresponding Total Basket Amount is higher than the Total Basket NAV on the trade date.

"**Additional Redemption Cash**"—In connection with a redemption pursuant to an Actual Execution Cash Order, the amount of additional cash to be delivered to the Authorized Participant in the event the price realized in disposing the corresponding Total Basket Amount is higher than the Total Basket NAV on the trade date.

"**Additional Fund Expenses**"—Together, 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, (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.

"**Administrator**"—The Bank of New York Mellon, a New York corporation authorized to conduct banking business.

"**Administrator Fee**"—The fee payable to any administrator of the Fund 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 or redemption of Shares.

"**AP Designee**"—An Authorized Participant's designee in connection with In-Kind Orders (to the extent In-Kind Regulatory Approval is obtained).

"**Approved Components**"—Fund Components which are commodities that are the primary investment underlying exchange-traded products previously approved by the SEC to list and trade on a national securities exchange. As of the date of this prospectus, the only Fund Components that are Approved Components are Bitcoin and Ether.

"**Authorized Participant**"—Certain eligible financial institutions that have entered into an agreement with the Fund and the Manager concerning the creation or redemption of Shares. Each Authorized Participant (i) is a registered broker-dealer and (ii) has entered into a Participant Agreement with the Manager and the Transfer Agent. Subject to In-Kind Regulatory Approval, in the future any Authorized Participants creating and redeeming Shares through In-Kind Orders must also own, or their AP Designee (as defined above) must own, digital asset wallet addresses and bank accounts that are recognized by the Manager and the Custodian as belonging to the Authorized Participant or its AP Designee and maintain an account with the Custodian.

"**Avalanche**" or "**AVAX**"—A type of digital asset based on an open-source cryptographic protocol existing on the Avalanche network.

"**Basket**"—A block of 10,000 Shares.

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

"**Basket NAV**"—The U.S. dollar value of a Basket calculated by multiplying the Basket Amount by the Index Price as of the trade date.

"**Bitcoin**"—A type of digital asset based on an open-source cryptographic protocol existing on the Bitcoin network.

"**Blockchain**" or "**blockchain**"— The public transaction ledger of a Digital Asset Network on which miners or validators 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.

"**Cardano**" or "**ADA**"—A type of digital asset based on an open-source cryptographic protocol existing on the Cardano network.

"**Cash Account**"—The segregated account maintained by the Transfer Agent in the name of the Fund for purposes of receiving cash from Authorized Participants and Liquidity Providers in connection with creations of Shares and distributing cash to Authorized Participants and Liquidity Providers in connection with redemptions of Shares.

"**Cash Order**"—An order for the creation or redemption of Shares pursuant to procedures facilitated by the Transfer Agent and pursuant to which a Liquidity Provider is engaged to facilitate the purchase or sale of Fund Components. A Cash Order may be executed as either a Variable Fee Cash Order or an Actual Execution Cash Order. Unless the Manager determines otherwise in its sole discretion based on market conditions and other factors existing at the time of such Cash Order, all creations and redemptions pursuant to Cash Orders are expected to be executed as Variable Fee Cash Orders.

"**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 10,000.

"**CoinDesk CCIXber Reference Rate**"—As to a Fund Component, a U.S. dollar-denominated reference rate for the spot price of such Fund Component, leveraging real-time prices from multiple constituent trading platforms to provide a representative spot price.

"**CD5**"—The CoinDesk 5 Index (CD5).

"**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.

"**Coinbase Credit**"—Coinbase Credit, Inc.

"**Creation Basket**"—Basket of Shares issued by the Fund upon deposit of the 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.

"**Custodial and Prime Broker Services**"—The services of the Custodian and the Prime Broker that provide for: (i) holding of the Fund Components in the Vault Balance and the Settlement Balance; (ii) transfer of the Fund Components between the relevant Vault Balance and the Settlement Balance; (iii) the deposit of Fund Components from a public blockchain address into the respective account or accounts in which the Vault Balance or the Settlement Balance are maintained; and (iv) the withdrawal of Fund Components from the Vault Balance to a public blockchain address the Fund controls.

"**Custodian**"—Coinbase Custody Trust Company, LLC.

"**Custodian Fee**"—Fee payable to the Custodian and the Prime Broker for services they provide to the Fund, which the Manager shall pay to the Custodian and the Prime Broker as a Manager-paid Expense.

"**DCG**"—Digital Currency Group, Inc.

"**Digital Asset Market**"—A "Brokered Market," "Dealer Market," "Principal-to-Principal Market" or "Exchange Market," (referred to as "Trading Platform Market" in this prospectus) as each such term is defined in the Financial Accounting Standards Board Accounting Standards Codification 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.

"**Digital Asset Reference Rate**"—With respect to any Fund Component as of any business day, the price in U.S. dollars of such Fund Component, as determined by reference to the DLCS Index Price or an Indicative Price reported by CoinDesk Indices, Inc. for such Fund Component as of 4:00 p.m., New York time, on any business day.

"**Digital Asset Trading Platform**"—An electronic marketplace where trading platform participants may trade, buy and sell digital assets, including those that are Fund Components, based on bid-ask trading. The largest Digital Asset Trading Platforms are online and typically trade on a 24-hour basis, publishing transaction price and volume data.

"**Digital Asset Trading Platform Market**"—The global exchange market for the trading of Fund Components, which consists of transactions on electronic Digital Asset Trading Platforms.

"**DLCS**"—The CoinDesk Large Cap Select Index (DLCS).

"**DLCS Fund Rebalancing Period**"—Prior to June 5, 2025, any period during which the Manager reviews for rebalancing the Fund's portfolio in accordance with the policies and procedures set forth in our Annual Report on Form 10-K.

"**DLCS Index Components**"—The digital assets that make up the DLCS.

"**DLCS 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 anomalistic or manipulative trading.

"**DLCS Index Rebalancing Period**"—Prior to June 5, 2025, any period during which the Index Provider reviews for rebalancing the DLCS in accordance with the policies and procedures set forth in our Annual Report on Form 10-K.

"**DLCS Index Universe**"—The universe of investable digital assets meeting the following criteria, (i) the digital asset must be ranked in the top 250 in the Index Provider's Digital Asset Classification Standard ("DACS") report, (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 Trading Platform for a minimum of 30 days leading up to the DLCS Index Rebalancing Period.

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

"**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.

"**Ether**"— Ethereum tokens, which are a type of digital asset based on an open-source cryptographic protocol existing on the Ethereum network.

"**ERISA**"—The U.S. Employee Retirement Income Security Act of 1974, as amended.

"**Excess Creation Cash**"—In connection with a creation pursuant to an Actual Execution Cash Order, the amount of excess cash to be returned to the Authorized Participant in the event the price realized in acquiring the corresponding Total Basket Amount is lower than the Total Basket NAV on the trade date.

"**Exchange Act**"—The Securities Exchange Act of 1934, as amended.

"**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.

"**FRA**"—The Financial Reporting Authority of the Cayman Islands.

"**Fund**"—Grayscale Digital Large Cap Fund LLC, a Cayman Islands limited liability company, which was formed on January 25, 2018.

"**Fund Component**"—A digital asset designated as such by the Manager for inclusion in the Fund in accordance with the policies and procedures set forth in this prospectus and our Annual Report on Form 10-K, which is incorporated herein by reference.

"**Fund Component Aggregate Liability Amount**"—For any Fund Component and any trade date, an amount 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 amount of tokens of such Fund Component of such Fund Component required to be delivered in connection with the creation or redemption of a Basket, as determined by dividing the amount 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-millionth (i.e., carried to the sixth decimal place)) and multiplying the quotient so obtained for the Fund Component by 10,000.

"**Fund Component Fee Amount**"—For any day, the amount of tokens of each Fund Component payable as the Manager's Fee.

"**Fund Component Expense Amount**"—For any day, the amount of tokens of each Fund Component payable as expenses.

"**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 our Annual Report on Form 10-K and this prospectus, as applicable. Prior to June 5, 2025, "Fund Rebalancing Period" refers to the DLCS Fund Rebalancing Period.

"**Fund 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.

"**GAAP**"—United States generally accepted accounting principles.

"**GSI**"—Grayscale Investments, LLC, the Manager of the Fund until December 31, 2024.

"**GSIS**"—Grayscale Investments Sponsors, LLC, a Delaware limited liability company and a wholly owned direct subsidiary of Grayscale Operating, LLC.

"**GSO**"—Grayscale Operating, LLC, a Delaware limited liability company and a wholly owned indirect subsidiary of Digital Currency Group, Inc.

"**Index Components**"—The digital assets that make up the CD5 or, prior to June 5, 2025, the DLCS Index Components, as the context may require.

"**Index License Agreement**"—The license agreement, dated as of February 1, 2022, between the Index Provider and the Manager governing the Manager's use of the Index for calculation of the Index Price, as amended by Amendment No. 1 thereto and as the same may be amended from time to time.

"**Index Price**"—The U.S. dollar value of a Fund Component derived from the Digital Asset Trading Platforms that are reflected in each respective Fund Components' CoinDesk CCIXber Reference Rate, calculated at 4:00 p.m., New York time, on each business day. Prior to July 1, 2025, "Index Price" refers to the DLCS Index Price.

"**Index Provider**"—CoinDesk Indices, Inc., a Delaware corporation that publishes the DLCS and the Index, as applicable. Prior to its sale to an unaffiliated third party on November 20, 2023, DCG was the indirect parent company of CoinDesk Indices, Inc. As a result, CoinDesk Indices, Inc. was an affiliate of the Manager and the Fund and was considered a related party of the Fund.

"**Index Rebalancing Period**"—Any period during which the Index Provider reviews for rebalancing the CD5 in accordance with the policies and procedures set forth in our Annual Report on Form 10-K and this prospectus, as applicable. Prior to June 5, 2025, "Index Rebalancing Period" refers to the DLCS Index Rebalancing Period.

"**Index Universe**"—The universe of investable digital assets meeting the following criteria, (i) the digital asset must be ranked in the top 250 by market capitalization, excluding stablecoins; (ii) the digital asset must be able to support an applicable index price by nature of its inclusion on a sufficient amount of digital asset trading platforms and volume metrics; (iii) the digital asset must not be a "wrapped token," "pegged token," or "liquid-staked asset," a "gas-only token," a "memecoin," a "privacy-focused" token, each as defined by the Index Provider, or an asset that meets the definition of a security as determined by the Index Provider; and (iv) the digital asset must be listed as a USD and/or USDC pair on a minimum of three trading platforms that contribute to the applicable Index Price and such trading platform must meet the following requirements: (a) at least one listing has existed for the previous 90 days; (b) at least one digital trading platform is a Category 1 Trading Platform; and (c) there has been 30 consecutive days of non-zero volume on all three trading platforms described above. Prior to June 5, 2025, "the Index Universe" refers to the DLCS Index Universe.

"**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 Trading Platforms trading such Fund Component selected by the Reference Rate Provider.

"**In-Kind Order**"—An order for the creation or redemption of Shares pursuant to which the Authorized Participant (or its AP Designee) will deliver or receive digital assets directly from the Fund's Vault Balance. Because In-Kind Regulatory Approval has not been obtained, at this time Shares will not be created or redeemed through In-Kind Orders.

"**In-Kind Regulatory Approval**"—The necessary regulatory approval to permit NYSE Arca to list the Shares of the Fund utilizing a structure that allows the Fund to create and redeem Shares via in-kind transactions with Authorized Participants or their AP Designees in exchange for Fund Components. In common with other spot digital asset exchange-traded products, the Fund is not at this time able to create and redeem shares via in-kind transactions with Authorized Participants, and there has yet to be definitive regulatory guidance on whether and how registered broker-dealers can hold and deal in digital assets in compliance with the federal securities laws. To the extent further regulatory clarity emerges, the Manager expects NYSE Arca to seek the necessary regulatory approval to amend its listing rules to permit the Fund to create and redeem Shares through In-Kind Orders. There can be no assurance as to when such regulatory clarity will emerge, or when NYSE Arca will seek or obtain such regulatory approval, if at all.

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

"**Investment Company Act**"-U.S. Investment Company Act of 1940, as amended.

"**Liquidity Engager**"—Grayscale Investments Sponsors, LLC, acting other than in its capacity as Manager, and in its capacity to engage one or more Liquidity Providers.

"**Liquidity Provider**"—One or more eligible companies that facilitate the purchase and sale of digital assets in connection with creations or redemptions pursuant to Cash Orders. The Liquidity Providers with which Grayscale Investments Sponsors, LLC, acting in its capacity as the Liquidity Engager, will engage in digital assets transactions are third parties that are not affiliated with the Manager or the Fund and are not acting as agents of the Fund, the Manager, or any Authorized Participant, and all transactions will be done on an arms-length basis. Except for the contractual relationships between each Liquidity Provider and Grayscale Investments Sponsors, LLC in its capacity as the Liquidity Engager, there is no contractual relationship between each Liquidity Provider and the Fund, the Manager, or any Authorized Participant.

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

"**LLC Agreement**"—The Second Amended and Restated Limited Liability Company Agreement establishing and governing the operations of the Fund, as amended by Amendments No. 1, No. 2, and No. 3 thereto, and as the same may be amended from time to time. Prior to the effectiveness of the registration statement of which this prospectus forms a part, the Manager expects to enter into the Third Amended and Restated Limited Liability Company Agreement (as may be further amended from time to time, the "Amended LLC Agreement"), and all references herein to the LLC Agreement, and descriptions of the terms thereof, are deemed to be to the Amended LLC Agreement.

"**Manager**"—The manager of the Fund. Grayscale Investments, LLC was the manager of the Fund before January 1, 2025, Grayscale Operating, LLC was the co-manager of the Fund from January 1, 2025 to May 3, 2025, and Grayscale Investments Sponsors, LLC was the co-manager of the Fund from January 1, 2025 to May 3, 2025 and is and will be the sole remaining manager thereafter.

"**Manager-paid Expenses**"—The fees and expenses incurred by the Fund in the ordinary course of its affairs that the Manager is obligated to assume and pay, 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, (vi) 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, (vii) ordinary course, legal fees and expenses, (viii) audit fees, (ix) regulatory fees, including, if applicable, any fees relating to the registration of the Shares under the Securities Act or the Exchange Act, (x) printing and mailing costs, (xi) costs of maintaining the Fund's website and (xii) applicable license fees, provided that any expense that qualifies as an Additional Fund Expense will be deemed to be an Additional Fund Expense and not a Manager-paid Expense.

"**Manager's Fee**"—A fee that accrues daily in U.S. dollars at an annual rate of % of the Fund's NAV 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 Fund Weightings. For any day that is not a business day or in a Fund Rebalancing Period, the Manager's Fee will accrue in U.S. dollars at a rate of % of the most recently calculated NAV Fee Basis Amount of the Fund. The Manager's Fee is payable to the Manager daily in arrears.

"**Marketing Agent**"—Foreside Fund Services, LLC.

"**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 aggregate value, expressed in U.S. dollars, of the Fund's assets, less its liabilities and expenses, a Non-GAAP metric, calculated in the manner set forth under "Part I—Item 1. Business—Valuation of ETH and Determination of NAV" in the Annual Report. See also "Determination of Principal Market NAV and NAV" in this prospectus for a description of the Fund's Principal

Market NAV, as calculated in accordance with GAAP. Prior to February 7, 2024, NAV was referred to as Digital Asset Holdings. For purposes of the LLC Agreement, the term Digital Assets Holdings shall mean the NAV as defined herein.

"**NAV Fee Basis Amount**"—The amount on which the Manager's Fee for the Fund is based, as calculated in the manner set forth under "Part I—Item 1. Business—Valuation of ETH and Determination of NAV" of the Annual Report.

"**NYSE Arca**"—NYSE Arca, Inc.

"**OTCQX**"—The OTCQX tier of OTC Markets Group Inc.

"**Participant Agreement**"—An agreement entered into by an Authorized Participant with the Manager and the Transfer Agent, that provides the procedures for the creation and redemption of Baskets via a Liquidity Provider.

"**Pre-Creation Abandonment Notice**"—A notice, delivered to the Custodian on July 29, 2019, stating that the Fund is abandoning irrevocably for no direct or indirect consideration, effective immediately prior to a Creation Time for the Fund, 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.

"**Pre-Creation/Redemption 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 or a Redemption Time (as the case may be) for the Fund.

"**Pre-Creation/Redemption Abandonment Notices**"—Together, the Pre-Creation Abandonment Notice and the Pre-Redemption Abandonment Notice.

"**Pre-Redemption Abandonment Notice**"—A provision, as amended or supplemented from time to time, in the Prime Broker Agreement that provides that the Fund will abandon irrevocably for no direct or indirect consideration, effective immediately prior to each Creation Time and each Redemption Time for the Fund, 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.

"**Prime Broker**"—Coinbase, Inc.

"**Prime Broker Agreement**"—The Prime Broker Agreement, dated as of June 25, 2025, by and among the Fund, the Manager and the Prime Broker, on behalf of itself, the Custodian and Coinbase Credit, that governs the Fund's and the Manager's use of the Custodial and Prime Broker Services provided by the Custodian and the Prime Broker.

"**Principal Market NAV**"—The net asset value of the Fund determined on a GAAP basis. Prior to February 7, 2024, Principal Market NAV was referred to as NAV.

"**Redemption Cash Shortfall**"—In connection with a redemption pursuant to an Actual Execution Cash Order, the amount by which the cash to be delivered to the Authorized Participant is reduced in the event the price realized in disposing the corresponding Total Basket Amount is lower than the Total Basket NAV on the trade date.

"**Redemption Time**"—With respect to the redemption of any Shares by the Fund, the time at which the Fund redeems such Shares.

"**Reference Rate Provider**"—CoinDesk Indices, Inc., a Delaware corporation that publishes the Digital Asset Reference Rates. Prior to its sale to an unaffiliated third party on November 20, 2023, DCG was the indirect parent company of CoinDesk Indices, Inc. As a result, CoinDesk Indices, Inc. was an affiliate of the Manager and the Fund and was considered a related party of the Fund.

"**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, NYSE Arca and the OTCQX tier of the OTC Markets Group Inc.

"**Securities Act**"—The Securities Act of 1933, as amended.

"**Settlement Balance**"—An account controlled and maintained by the Custodian to which cash and digital assets of the Fund are credited on the Fund's behalf.

"**Shares**"—Common units of fractional undivided beneficial interest in, and ownership of, the Fund.

"**Solana**" or "**SOL**"—A type of digital asset based on an open-source cryptographic protocol existing on the Solana network.

"**Staking**"—Using digital assets, or permitting digital assets to be used, directly or indirectly, through an agent or otherwise, in a Digital Asset Network's proof-of-stake validation protocol, in exchange for the receipt of consideration, including, but not limited to, staking rewards paid in kind.

"**Total Basket Amount**"—With respect to any creation or redemption order, the applicable Basket Amount multiplied by the number of Baskets being created or redeemed.

"**Total Basket NAV**"—The applicable Basket NAV 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**"—The Bank of New York Mellon, a New York corporation authorized to conduct banking business.

"**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.

"**U.S.**"—United States.

"**U.S. dollar**" or "**$**"—United States dollar or dollars.

"**Variable Fee**"—An amount in cash based on the Total Basket NAV, which shall be paid by the Authorized Participant in connection with Variable Fee Cash Orders. The amount may be changed by the Manager in its sole discretion at any time.

"**Variable Fee Cash Order**"—A Cash Order pursuant to which any price differential between (x) the Total Basket NAV on the trade date and (y) the price realized in acquiring or disposing of the corresponding Total Basket Amount, as the case may be, will be borne solely by the applicable Liquidity Provider.

"**Vault Balance**"—A segregated custody account controlled and secured by the Custodian to store private keys, which allow for the transfer of ownership or control of the Fund's digital assets on the Fund's behalf.

"**Weightings Floor**"—A floor providing that at least 85% of the total Fund Components will consist of Approved Components.

"**XRP**"—XRP tokens, which are a type of digital asset based on a cryptographic protocol existing on the Ripple network.

GRAYSCALE
DIGITAL LARGE CAP FUND LLC

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The Registrant ("Registrant" or "Fund") does not bear any expenses incurred in connection with the issuance and distribution of the securities being registered. These expenses will be paid by Grayscale Investments Sponsors, LLC, the manager of the Registrant ("Manager").

Item 15. Indemnification of Directors and Officers.

Section 5.7 of the LLC Agreement provides that the Manager, its affiliates and their respective members, managers, directors, officers, employees, agents and controlling persons (each a "Manager Indemnified Party") shall be indemnified by the Fund against any loss, judgment, liability, expense and amount paid in settlement of any claims sustained by it in connection with its activities for the Fund, provided that (i) the Manager Indemnified Party 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 fraud, gross negligence, bad faith, willful misconduct, or a material breach of the LLC Agreement on the part of the Manager Indemnified Party and (ii) any such indemnification will only be recoverable from the digital assets and proceeds from the disposition of digital assets on deposit in the Fund's accounts as well as any rights of the Fund pursuant to any other agreements to which the Fund is a party.

All rights to indemnification permitted in Section 5.7 of the LLC Agreement and payment of associated expenses shall not be affected by the dissolution or other cessation to exist of the Manager Indemnified Party, or the withdrawal, adjudication of bankruptcy or insolvency of the Manager Indemnified Party, or the filing of a voluntary or involuntary petition in bankruptcy under Title 11 of the Internal Revenue Code of 1986, as amended, by or against the Manager Indemnified Party.

Notwithstanding the other provisions of Section 5.7 of the LLC Agreement, the Manager Indemnified Party and any person acting as 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 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. The Fund shall not incur the cost of that portion of any insurance which insures any party against any liability, the indemnification of which is prohibited by the LLC Agreement. Expenses incurred in defending a threatened or pending civil, administrative or criminal action suit or proceeding against the Manager Indemnified Party 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 Indemnified Party on behalf of the Fund; (ii) the legal action is initiated by a third party who is not a shareholder of the Fund or the legal action is initiated by a shareholder of the Fund and a court of competent jurisdiction specifically approves such advance; and (iii) the Manager Indemnified Party undertakes to repay the advanced funds with interest to the

Fund in cases in which it is not entitled to indemnification under Section 5.7 of the LLC Agreement. 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 of the Fund's (or assignee's) obligations or liabilities unrelated to Fund business, such shareholder of the Fund (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.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits

See Exhibit Index below, which is incorporated by reference herein.

(b) Financial Statement Schedules

Not applicable

Item 17. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, *however*, the:

(A) Paragraphs (a)(1)(i), (ii), and (iii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or, contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Each prospectus filed by the Registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or

(5) That, for the purpose of determining liability of the Registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned Registrant undertakes that in a primary offering of securities of the undersigned Registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned Registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned Registrant or used or referred to by the undersigned Registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned Registrant or its securities provided by or on behalf of the undersigned Registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned Registrant to the purchaser.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

EXHIBIT INDEX

Exhibit Number	Exhibit Description
4.1	Form of Third Amended and Restated Limited Liability Company Agreement.
4.2	Form of Participant Agreement.
5.1	Opinion of Maples and Calder (Cayman) LLP, as Cayman Islands counsel to the Fund.
8.1	Opinion of Davis Polk & Wardwell LLP, as special tax counsel to the Fund.
23.1	Consent of Marcum LLP, Independent Registered Public Accounting Firm.
23.2	Consent of Friedman LLP, Independent Registered Public Accounting Firm.
23.3	Consent of Maples and Calder (Cayman) LLP, as Cayman Islands counsel to the Fund, included in Exhibit 5.1.
23.4	Consent of Davis Polk & Wardwell LLP, as special tax counsel to the Fund, included in Exhibit 8.1.
24.1#	Power of Attorney of certain officers and directors of the Manager, included on the signature page of the original filing of this Registration Statement.
99.1†	Prime Broker Agreement, dated as of June 25, 2025, by and among the Fund, the Manager and the Prime Broker, on behalf of itself, the Custodian and Coinbase Credit.
99.2†	Fund Administration and Accounting Agreement, dated June 4, 2025, between the Trust and the Administrator (incorporated by reference to Exhibit 10.1 on Form 8-K filed by the Registrant on June 6, 2025).
99.3†	Marketing Agent Agreement, dated as of June 25, 2025, between the Manager and Marketing Agent.
99.4†	Index License Agreement, dated February 1, 2022, between the Manager and the Reference Rate Provider (incorporated by reference to Exhibit 10.1 of the Current Report on Form 8-K filed by the Registrant on February 4, 2022).
99.5†	Amendment No. 1 to the Index License Agreement, dated June 20, 2023, between the Manager and the Reference Rate Provider (incorporated by reference to Exhibit 10.1 of the Current Report on Form 8-K filed by the Registrant on June 23, 2023).
99.6†	Amendment No. 7 to the Index License Agreement, dated June 26, 2025, between the Manager and the Index Provider.
99.7	Form of Transfer Agency and Service Agreement between the Fund and the Transfer Agent.
99.8	Co-Transfer Agency Agreement, dated June 25, 2025, between the Manager and Continental Stock Transfer & Trust Company.
107#	Filing Fee Table.

† Portions of this exhibit (indicated by asterisks) have been omitted as the Registrant has determined that (i) the omitted information is not material and (ii) the omitted information is of the type that the Registrant treats as private or confidential.
* To be filed by amendment.
# Previously filed.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, New York, on June 26, 2025.

GRAYSCALE INVESTMENTS SPONSORS, LLC
as Manager of the Grayscale Digital Large Cap Fund LLC

By: /s/ Edward McGee
Name: Edward McGee
Title: Member of the Board of Directors and Chief Financial Officer*

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
# Mark Shifke	Chairman of the Board of Directors*	June 26, 2025
# Peter Mintzberg	Member of the Board of Directors and Chief Executive Officer* (principal executive officer)	June 26, 2025
/s/ Edward McGee Edward McGee	Member of the Board of Directors and Chief Financial Officer* (principal financial and principal accounting officer)	June 26, 2025
# Matthew Kummell	Member of the Board of Directors*	June 26, 2025

* The Registrant is a fund and the persons are signing in their capacities as officers of Grayscale Investments Sponsors, LLC, the Manager of the Registrant, or directors of GSO Intermediate Holdings Corporation, the sole managing member of Grayscale Operating, LLC, the sole member of Grayscale Investments Sponsors, LLC, as applicable.

#/s/ Edward McGee
Edward McGee, as attorney-in-fact

Exhibit 4.1

THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF GRAYSCALE DIGITAL LARGE CAP FUND LLC

Dated [●], 2025

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ARTICLE XI

MISCELLANEOUS

GRAYSCALE DIGITAL LARGE CAP FUND LLC

THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

This **THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (**this "**Agreement**") of **GRAYSCALE DIGITAL LARGE CAP FUND LLC** (the "**Fund**") is dated [●], 2025.

* * *

RECITALS

WHEREAS, the Fund was formed and registered by Grayscale Investments, LLC ("**GSI**"), the former Manager of the Fund, as a Cayman Islands limited liability company by filing a registration statement pursuant to section 5(2) of the LLC Law with the Registrar on January 25, 2018 (the "**Registration Date**");

WHEREAS, the Fund is currently governed by the Second Amended & Restated Limited Liability Company Agreement dated March 7, 2018, as amended by Amendment No. 1 to the Second Amended & Restated Limited Liability Company Agreement, dated January 1, 2021, Amendment No. 2 to the Second Amended & Restated Limited Liability Company Agreement, dated July 30, 2021, and Amendment No. 3 to the Second Amended & Restated Limited Liability Company Agreement, dated March 22, 2024 (the "**Existing Agreement**");

WHEREAS, on January 1, 2025, GSI consummated an internal corporate reorganization, pursuant to which GSI merged with and into Grayscale Operating, LLC ("**GSO**"), with GSO continuing as the surviving company (the "**Merger**");

WHEREAS, as a result of the Merger, GSO succeeded by operation of law to all the rights, powers, privileges and franchises and became subject to all of the obligations, liabilities, restrictions and disabilities of GSI, including with respect to the Existing Agreement, all as provided under the Delaware Limited Liability Company Act and the LLC Law, as applicable;

WHEREAS, on January 1, 2025, promptly following the effectiveness of the Merger, (i) GSO assigned the Existing Agreement to the Manager pursuant to an Assignment and Assumption Agreement, dated as of January 1, 2025, by and between GSO and the Manager, and (ii) GSO and the Manager executed a Certificate of Admission, pursuant to which the Manager was admitted as an additional Manager of the Fund under the Existing Agreement;

WHEREAS, on January 3, 2025, GSO voluntarily withdrew as a manager of the Fund pursuant to the terms of the Existing Agreement, effective 120 days thereafter on May 3, 2025, leaving the Manager as the sole remaining manager of the Fund;

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 Digital Large Cap 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 or Persons from time to time engaged by the Manager to assist in the administration of the Shares.

"**Administrator Fee**" means any fee payable to the Administrator for services it provides to the Fund, which the Manager shall pay 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 Third 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.

"**APA Procedures**" has the meaning assigned thereto in Section 2.2(a).

"**Authorized Participant**" means a Person that (i) is a registered broker-dealer, (ii) has entered into an Authorized Participant Agreement, and (iii) in the case of Authorized Participants creating and redeeming Shares through In-Kind Orders, has access to an Authorized Participant Self-Administered Account.

"**Authorized Participant Agreement**" means an agreement among the Fund, the Manager, the Transfer Agent and an Authorized Participant, that provides the procedures for the creation and redemption of Baskets.

"**Authorized Participant Self-Administered Account**" means a wallet address known to the Custodian as belonging to such Authorized Participant or its designee.

"**Basket**" means a block of 10,000 Shares.

"**Basket Amount**" means, for any Trade Date, the sum of (x) the Fund Component Basket Amounts for all Fund Components and (y) 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 national securities exchanges 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 Orders**" means orders for creations or redemptions of Shares other than through In-Kind Orders.

"**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 10,000.

"**CFTC**" means the Commodity Futures Trading Commission.

"**Code**" means the 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 upon the deposit of the Basket Amount with the Custodian.

"**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 APA Procedures.

"**Custodian**" means any Person or Persons from time to time engaged to provide custodian, security or related services (including, for the avoidance of doubt, prime brokerage services) to the Fund pursuant to authority delegated by the Manager.

"**Custodian Fee**" means the fee payable to any Custodian for the services it provides to the Fund, which the Manager shall pay as a Manager-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 the Custodian that represent or relate to the on-blockchain account that holds the Fund's Digital Assets.

"**Digital Asset Trading Platform**" means an electronic marketplace where exchange participants may trade, buy and sell digital assets based on bid-ask trading. The largest Digital Asset Trading Platforms are online and typically trade on a 24-hour basis, publishing transaction price and volume data.

"**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 Fund's filings with the SEC.

"**Distributor**" means any Person or Persons from time to time engaged to provide distribution services or related services to the Fund pursuant to authority delegated by the Manager.

"**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.

"**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.

"**Fund**" means Grayscale Digital Large Cap Fund LLC, a Cayman limited liability company formed and registered on January 25, 2018, 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 Fund's filings with the SEC.

"**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-millionth (i.e., carried to the sixth decimal place)) and multiplying the quotient so obtained for the Fund Component by 10,000.

"**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 Construction Criteria**" means the criteria, as determined by the Manager in its sole discretion, that a Digital Asset must meet to be eligible for inclusion as a Fund Component.

"**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 and 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 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.

"**In-Kind Orders**" means orders for the creation or redemption of Shares pursuant to which the Authorized Participant (or its AP Designee) will deliver or receive digital assets directly from the Fund's Vault Balance.

"**Index Price**" has the meaning ascribed to such term in the Fund's filings with the SEC.

"**Liquidator**" has the meaning set forth in SECTION 10.2.

"**Liquidity Provider**" means an entity eligible to facilitate the purchase and sale of digital assets in connection with creations or redemptions pursuant to Cash Orders.

"**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 Law**" means the Limited Liability Companies Law, 2016 of the Cayman Islands, as may be further amended from time to time and any successor to such statute.

"**Manager**" means Grayscale Investments Sponsors, 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).

"**Marketing Agent**" means any Person or Persons 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 any Marketing Agent for services it provides to the Fund, which the Manager shall pay as a Manager-paid Expense.

"**NAV**" 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.

"**NAV Fee Basis Amount**" has the meaning assigned thereto in SECTION 7.4.

"**Original Agreement**" has the meaning assigned thereto in the recitals.

"**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.

"**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 Fund's filings with the SEC) during which the Manager rebalances the Fund's portfolio in accordance with the policies and procedures set forth in the Fund's filings with the SEC.

"**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 APA Procedures.

"**Register**" has the meaning assigned thereto in SECTION 7.1(b).

"**Registrar**" means the Registrar of Limited Liability Companies of the Cayman Islands.

"**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 Securities Act of 1933, as amended.

"**Settlement Balance**" means the one or more omnibus accounts maintained by the Custodian and in which a portion of the Fund's digital assets may be stored from time to time.

"**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 APA Procedures.

"**Transfer Agent**" means any Person or Persons from time to time engaged to provide transfer agent services or related services to the Fund pursuant to authority delegated by the Manager.

"**U.S. Dollar**" means United States dollars.

"**Vault Balance**" means one or more segregated custody accounts of the Fund maintained by the Custodian to store private keys, which allow for the transfer of ownership or control of the Fund's digital assets on the Fund's behalf.

"**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 Sponsors, LLC, 290 Harbor Drive, 4th Floor, Stamford, Connecticut 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 Law.

SECTION 1.4 *Purposes and Powers.*

(a) 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 Law 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 Law 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 Law.

SECTION 1.6 *Legal Title to Fund Property.*

(a) The Shareholders shall not have legal title to any part of the Fund Property.

(b) 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.*

(a) 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 APA 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 Authorized Participant Agreement (the "**APA Procedures**"), which may be amended from time to time in accordance with the provisions of the relevant Authorized 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 Authorized Participants, subject to SECTION 2.2(b).

(i) On any Business Day, an Authorized Participant may place an order for one or more Creation Baskets (each, a "**Creation Order**") in the manner provided in the APA Procedures.

(ii) The Manager or its delegate shall process Creation Orders only from Authorized Participants with respect to which an Authorized Participant Agreement is in full force and effect and only in accordance with the APA 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 Authorized Participants with respect to which an Authorized Participant Agreement is in full force and effect.

(iii) The Fund shall create and issue Creation Baskets only upon deposit with the Custodian on the applicable Creation Settlement Date of the applicable Total Basket Amount by the relevant Authorized 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) Deposits of digital assets or U.S. Dollars (if applicable) other than those received from an Authorized 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 Authorized Participant or a Liquidity Provider, as applicable.

(vi) Upon the Custodian's receipt of the Total Basket Amount, the Manager or its delegate shall (A) if the Total Basket Amount is received into the Settlement Balance, direct the Custodian to transfer digital assets included in the Total Basket Amount to the Vault Balance, (B) direct the Transfer Agent to credit to the Authorized Participant's account the number of Creation Baskets ordered by the Authorized Participant and (C) compensate the Liquidity Provider pursuant to the APA 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 Authorized 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 APA Procedures, the APA Procedures shall control.

(d) Successor Custodian. If a successor to 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, including in any filings with the SEC.

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 *Availability of Redemption Program.*

The Fund may, in the sole discretion of the Manager, offer a redemption program for the Shares. Any redemption program for the Shares may be suspended or discontinued at any time, in the sole discretion of the Manager. Any redemption program authorized by the Manager shall be subject to the provisions of this ARTICLE IV.

SECTION 4.2 *Redemption of Redemption Baskets.*

(a) General. During any time at which the Manager has authorized a redemption program, the following procedures, as supplemented by the APA Procedures, which may be amended from time to time in accordance with the provisions of the Authorized Participant Agreement (*provided* that any such amendment shall not constitute an amendment of this Agreement), shall govern the Fund with respect to the redemption of Redemption Baskets, subject to SECTION 5.2(b).

(i) On any Business Day, an Authorized Participant may place an order to redeem Redemption Baskets (each, a "**Redemption Order**") in the manner provided in the APA Procedures.

(ii) The Manager or its delegates shall process Redemption Orders only from Authorized Participants with respect to which an Authorized Participant Agreement is in full force and effect.

(iii) The Fund shall redeem Redemption Baskets only upon deposit with the Transfer Agent on the Redemption Settlement Date of the total number of Baskets indicated in the Authorized Participant's Redemption Order.

(iv) Upon receipt of the total number of Baskets indicated in the Authorized 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 also instruct the Custodian to deposit into the Authorized Participant Self-Administered Accounts or the relevant Liquidity Provider Accounts, as applicable, an amount of digital assets equal to the Total Basket Amount.

(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 Authorized 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 Authorized 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 APA Procedures, the APA 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.*

(a) 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 Law 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 Law 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 Law.

(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, custodians 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 Law, 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 Fund Construction Criteria;

(e) To purchase and sell Digital Assets in connection with any rebalancing of the Fund's portfolio or changes to the Fund Construction Criteria;

(f) To supervise the preparation of any confidential private placement memoranda, prospectuses, registration statements and supplements and amendments thereto and any filings of the Fund with the SEC;

(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 Custodians or other security vendors, including itself or an Affiliate, to provide for custodial or non-custodial security services, or to determine not to appoint any Custodian or other security vendors, and to otherwise take any action with respect to the Custodian or other security vendors 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 Law 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 an Authorized Participant Agreement with each Authorized Participant and discharge the duties and responsibilities of the Fund and the Manager thereunder;

(k) Receive directly or through its delegates from Authorized Participants and process properly submitted Creation Orders, as described in SECTION 2.2(a);

(l) Receive directly or through its delegates from Authorized 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; *provided further* that, for the avoidance of doubt, a portion of the Fund Property may be held in the Settlement Balance from time to time in order to facilitate the creation and redemption of Shares;

(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 delegate 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 Authorized 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 % of the NAV 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 NAV Fee Basis Amount from the most recent Business Day. The Manager's Fee is payable to the Manager daily 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 NAV 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 instruct the Custodian to 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 account designated by the Manager 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. In the case of Forked Assets, such Forked Assets shall be transferred at a value to be determined in good faith by the Manager.

(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, Administrator 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 (i) shall instruct the Custodian to withdraw Fund Components 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. In the case of Forked Assets, such Forked Assets shall be transferred at a value to be determined in good faith by the Manager.

(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 Filings.*

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 (i) prepare and file registration statements with the SEC and take such action as is necessary from time to time to qualify the Shares for offering and sale under the federal securities laws of the United States, (ii) prepare and file any current or periodic reports that may be required under the Exchange Act, and (iii) execute, deliver and perform the agreements, acts, transactions and matters contemplated hereby or described in, or contemplated by, any such registration statements or such reports on behalf of the Fund without any further act, approval or vote of the Shareholders, notwithstanding any other provision of this Agreement, the LLC Law 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 an Authorized 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 Law, this Agreement or its Subscription Agreement or other written agreement between such

Shareholder and the Fund. Notwithstanding the foregoing, a Shareholder that is an Authorized 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 Authorized 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 law, such Shareholder is liable to repay such amount.

SECTION 6.4 *Derivative Actions.*

Subject to any other requirements of 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. This SECTION 6.4 shall not apply to any derivative claims brought under the Securities Act or the Exchange Act, or the rules and regulations thereunder.

ARTICLE VII

BOOKS OF ACCOUNT AND REPORTS

SECTION 7.1 *Books of Account.*

(a) 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 Law 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 Law.

(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 Law.

(f) To the fullest extent permitted by law, the Shareholders waive any and all right to account that they may have under the LLC Law and/or such other access to the Fund's books and records except as expressly provided for in this Agreement.

SECTION 7.2 *Annual Updates, Quarterly Updates and Account Statements.*

(a) 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.*

(a) 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 U.S. Internal Revenue Code of 1986 (as amended) 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 NAV*.

The Manager or its delegate shall calculate and publish the Fund's NAV 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 NAV of the Fund shall not be calculated during any Rebalancing Period.

In order to calculate the NAV, 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 Platform 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, which are either (i) to be distributed under pending redemption orders or (ii) to be distributed to Shareholders pursuant to a binding obligation of the Fund following the declaration of an in-kind dividend (including through interests in any liquidating trust or other vehicle formed to hold digital assets);

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, the "**NAV 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 NAV Fee Basis Amount for such Business Day.

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 Fund's filings with the SEC.

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, Authorized 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 25th day of January, 2018 and shall end on the 30th day of June 2018. 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, 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 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) the 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 Law 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 Law 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 Law, 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 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 of the Electronic Transactions Law (2003 Revision) of the Cayman Islands shall not apply to this Agreement or any notice hereunder. Any notice to be given to owners of beneficial interests in the Shares shall be duly given if mailed or delivered to participants of The Depository Trust Company for delivery to such owners.

All notices shall be sent to:

if to the Fund, at

Grayscale Digital Large Cap Fund LLC
290 Harbor Drive, 4th Floor
Stamford, Connecticut 06902
Attention: Grayscale Investments Sponsors, LLC

if to the Manager, at

Grayscale Investments Sponsors, LLC
290 Harbor Drive, 4th Floor
Stamford, Connecticut 06902
Attention: Edward McGee

SECTION 11.7 *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 11.8 *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 11.9 *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 11.10 *Goodwill; Use of Name.*

No value shall be placed on the name or goodwill of the Fund, which shall belong exclusively to Grayscale Investments Sponsors, LLC.

SECTION 11.11 *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 11.12 *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 11.13 *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) Law, 2014, 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 11.14 *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.

SECTION 11.15 *Alternative Procedures for Creation and Redemption.*

(a) Notwithstanding SECTIONS 2.1 and 2.2, the Fund may, and the Manager shall have the power to cause the Fund to, create and issue Baskets in exchange for the receipt of cash from an Authorized Participant, but only if such creation and issuance is made in compliance with all of the following requirements:

(i) On the date and by no later than the specified time established for the settlement of such creation and issuance, which date and time shall be fixed, under procedures to be adopted by the Manager, on the date a Cash Order for creation is placed and accepted, the Fund shall have received and be simultaneously in possession of (A) from the applicable Liquidity Provider, Fund Components in an amount equal to the Fund Components included in the Total Basket Amount in respect of such Cash Order (the "**Required Creation Fund Components**") and (B) from such Authorized Participant, cash in an amount at least equal to the full purchase price to be paid by the Fund to such Liquidity Provider in exchange for the Required Creation Fund Components (such purchase price, the "**Required Creation Cash**," and such receipt and simultaneous possession of the Required Creation Fund Components and the Required Creation Cash at or prior to such specified time, the "**Creation Settlement Condition**"); *provided*, that such cash shall be held by the Fund in a non-interest bearing account established solely for the purpose of creating, issuing and redeeming Shares in accordance with the terms of this SECTION 11.15;

(ii) If the Creation Settlement Condition is met with respect to such Cash Order, the Manager shall cause the Fund to deliver, promptly and in full satisfaction of the Fund's obligations to the applicable Liquidity Provider and such Authorized Participant in respect of such Cash Order, (A) to the applicable Liquidity Provider, the Required Creation Cash, and (B) to such Authorized Participant, (x) the Shares comprising the Creation Baskets to be issued pursuant to such Cash Order and (y) to the extent that the amount of cash previously received by the Fund from such Authorized Participant in connection with such Cash Order exceeded the Required Creation Cash, the amount of such excess cash;

(iii) If, for any or no reason, the Creation Settlement Condition is not met with respect to such Cash Order, the Manager shall cause the Fund to return, promptly and in full satisfaction of the Fund's obligations to the applicable Liquidity Provider and Authorized Participant in respect of such Cash Order, any and all cash and Fund Components previously received by the Fund in connection with such Cash Order to such Authorized Participant (in the case of cash) or Liquidity Provider (in the case of Fund Components); and

(iv) The Manager, such Authorized Participant and the applicable Liquidity Provider shall have agreed, as a condition to the participation in the consummation of such Cash Order, (A) to fully (and without exception) exculpate the Fund with respect to, and to irrevocably waive any and all claims against the Fund or the Fund Estate arising from or in connection with, such Cash Order and (B) to fully indemnify and hold the Fund harmless against any failure by such person to perform its obligations in respect of such Cash Order.

(b) Notwithstanding SECTION 4.2, during any time at which the Manager has authorized a redemption program, the Fund may, and the Manager shall have the power to cause the Fund to, redeem Baskets in exchange for the delivery of cash to an Authorized Participant, but only if such redemption is made in compliance with all of the following requirements:

(i) On the date and by no later than the specified time established for the settlement of such redemption, which date and time shall be fixed, under procedures to be adopted by the Manager, on the date a Cash Order for redemption is placed and accepted, the Fund shall have received and be simultaneously in possession of (A) from the applicable Liquidity Provider, cash proceeds from the sale of Fund Components in an amount equal to the Fund Components included in the Total Basket Amount in respect of such Cash Order (the "Required Redemption Cash"), provided, that such cash shall be held by the Fund in a non-interest bearing account established solely for the purpose of creating, issuing and redeeming Shares in accordance with the terms of this SECTION 11.15, and (B) from such Authorized Participant, the Shares comprising the Baskets to be redeemed pursuant to such Cash Order (such Shares, the "Required Redemption Shares," and such receipt and simultaneous possession of the Required Redemption Cash and the Required Redemption Shares at or prior to such specified time, the "Redemption Settlement Condition");

(ii) If the Redemption Settlement Condition is met with respect to such Cash Order, the Manager shall cause the Fund to deliver, promptly and in full satisfaction of the Fund's obligations to the applicable Liquidity Provider and such Authorized Participant in respect of such Cash Order, (A) to the applicable Liquidity Provider, Fund Components in an amount equal to the Fund Components included in the Total Basket Amount in respect of such Cash Order, and (B) to such Authorized Participant, the Required Redemption Cash;

(iii) If, for any or no reason, the Redemption Settlement Condition is not met with respect to such Cash Order, the Manager shall cause the Fund to return, promptly and in full satisfaction of the Fund's obligations to the applicable Liquidity Provider and Authorized Participant in respect of such Cash Order, any and all cash and Shares previously received by the Fund in connection with such Cash Order to such Authorized Participant (in the case of Shares) or Liquidity Provider (in the case of cash); and

(iv) The Manager, such Authorized Participant and the applicable Liquidity Provider shall have agreed, as a condition to the participation in the consummation of such Cash Order, (A) to fully (and without exception) exculpate the Trust with respect to, and to irrevocably waive any and all claims against the Fund or the Fund Property arising from or in connection with, such Cash Order and (B) to fully indemnify and hold the Fund harmless against any failure by such person to perform its obligations in respect of such Cash Order.

(c) The Manager from time to time may, but shall have no obligation to, modify or supplement the requirements set forth in SECTION 11.15(a) and SECTION 11.15(b).

(d) For the avoidance of doubt, the definitions of any defined terms used in this Agreement shall be deemed modified or supplemented to the extent necessary for the Manager and the Fund to effectuate any action taken in the manner contemplated by this SECTION 11.15; provided, however, that neither the Required Creation Cash nor the Required Redemption Cash shall be considered to be part of the Fund Property.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned have duly executed this Third Amended and Restated Limited Liability Company Agreement as a deed on the day and year first above written.

GRAYSCALE INVESTMENTS SPONSORS, LLC, as Manager

By: _____

Name: Edward McGee
Title: Chief Financial 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 SPONSORS, LLC, as attorney

By: _____

Name: Edward McGee
Title: Chief Financial Officer

Exhibit 4.2

AUTHORIZED PARTICIPANT AGREEMENT

AUTHORIZED PARTICIPANT AGREEMENT (this "**Agreement**") dated as of [●] among: (i) [●], a company organized under the laws of [●] (the "**Authorized Participant**"); (ii) Grayscale Investments Sponsors, LLC, except as otherwise specified herein, acting in its capacity as manager (the "**Manager**") of each fund listed on Schedule V attached hereto, as the same may be amended from time to time by the Manager (each, the applicable "**Fund**") when referred to throughout the remainder of this Agreement), created under Cayman Islands law pursuant to its applicable limited liability company agreement listed on Schedule V attached hereto (each, the applicable "**LLC Agreement**" when referred to throughout the remainder of this Agreement); and (iii) subject to its acceptance hereof, The Bank of New York Mellon, a New York Banking corporation acting in its capacity as transfer agent (the "**Transfer Agent**") of the Fund.

R E C I T A L S

A. Pursuant to the provisions of the LLC Agreement, the Fund may from time to time issue or redeem equity securities representing equal, undivided interests in the profits, losses, distributions, capital and assets of, and ownership of, the Fund ("**Shares**"), in each case only in aggregate amounts of 10,000 Shares (such block of 10,000 shares, a "**Basket**"), and integral multiples thereof, and only in transactions with a party who, at the time of the transaction, shall have signed and entered into an effective Authorized Participant Agreement with the Fund.

B. [●] has requested to become an "Authorized Participant" with respect to the Fund (as such term is defined in the LLC Agreement), and the Manager and the Distributor (as such term is defined in the LLC Agreement) have agreed to such request. Nothing in this Agreement shall obligate the Authorized Participant to create or redeem one or more Baskets of Shares or to sell or offer to sell Shares.

C. The parties hereto acknowledge and agree that, at present, the Fund may only create and redeem Shares pursuant to Cash Orders (as defined herein). Unless and until NYSE Arca (as defined herein) shall have obtained necessary regulatory approval from the U.S. Securities and Exchange Commission ("**SEC**") to amend its listing rules to permit the Fund to create and redeem Shares pursuant to In-Kind Orders (as defined herein) (the "**In-Kind Regulatory Approval**"), the procedures described herein under Section 8, and any other references to In-Kind Orders, shall not be operative, and Shares shall only be created and redeemed by the Fund in a manner that is consistent with the following concepts:

1. The Authorized Participant will deliver only cash to create Shares and will receive only cash when redeeming Shares;

2. The Authorized Participants will not directly or indirectly purchase, hold, deliver, or receive Digital Assets as part of the creation or redemption process or otherwise direct the Fund or a third party with respect to purchasing, holding, delivering, or receiving Digital Assets as part of the creation or redemption process;

3. The Fund will create Shares by receiving Digital Assets from a third party that is not the Authorized Participant, and the Manager (and in any event not the Authorized Participant) is responsible for selecting the third party to deliver the Digital Assets;

4. The third party will not be acting as an agent of the Authorized Participant with respect to the delivery of the Digital Assets to the Fund or acting at the direction of the Authorized Participant with respect to the delivery of the Digital Asset to the Fund;

5. The Fund will redeem Shares by delivering Digital Assets to a third party that is not the Authorized Participant, and the Manager (and in any event not the Authorized Participant) is responsible for selecting the third party to receive the Digital Assets; and

6. The third party will not be acting as an agent of the Authorized Participant with respect to the receipt of the Digital Assets from the Fund or acting at the direction of the Authorized Participant with respect to the receipt of the Digital Asset from the Fund.

D. Upon the In-Kind Regulatory Approval (and not before such time), notice of which shall be provided by the Manager to the Authorized Participant, the Authorized Participant may designate others, including affiliates or its agents (each, an "**AP Designee**" and collectively, "**AP Designees**"), to perform certain functions in this Agreement on behalf of the Authorized Participant, such as transferring, delivering and/or receiving Digital Assets. To the extent In-Kind Regulatory Approval is obtained and the Authorized Participant is under an obligation to transfer, deliver or receive Digital Assets under this Agreement (including any schedule or attachment hereto) or makes any representation, warranty or covenant related to such obligation, that obligation may be performed by, and that representation, warranty or covenant may be made by, its AP Designee, not the Authorized Participant, *provided* that for the avoidance of doubt, the Authorized Participant shall be fully liable for any failure of any AP Designee to perform such obligation or make such representation, warranty or covenant.

E. The Manager may designate Grayscale Securities, LLC or any other party, including affiliates or its agents, which may include the Fund (such party, the "**Manager Agent**"), to perform certain functions in this Agreement, such as transferring, delivering and/or receiving cash in connection with the creation or redemption of Shares. Where the creation or redemption of Shares requires the transfer, delivery or receipt of cash under this Agreement (including any schedule or attachment hereto), that obligation shall be performed by, and any applicable representation, warranty or covenant shall be made by, the Manager Agent, not the Manager, *provided* that for the avoidance of doubt, (i) any such action taken by the Manager or any Manager Agent shall be taken solely to facilitate Cash Orders and, except in the case of Alternate Cash Orders (as defined herein), shall not be actions taken on behalf of the Fund, and (ii) the Fund shall have no responsibility or liability for any such action (or any failure to take such action) or for such representation, warranty or covenant.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties, hereto, intending to be legally bound, agree as follows:

Section 1. Procedures. The Authorized Participant will create or redeem Baskets of Shares of the Fund in compliance with procedures provided in the LLC Agreement as supplemented by the Creation and Redemption Procedures attached to this Agreement as Schedule I (such procedures, as the same may be amended or modified from time to time with notice to the Authorized Participant and in compliance with the provisions hereof and thereof, the "**Procedures**"), using either (i) the form attached thereto as Annex I-A or in such other formats as may be agreed to by the parties (in the case of an order to create one or more Baskets, a "**Creation Order**", in the case of an order to redeem one or more Baskets, a "**Redemption Order**" and, collectively, "**Orders**") or (ii) through the Transfer Agent's electronic order entry system, as such may be made available and constituted from time to time, the use of which shall be subject to the terms and conditions attached thereto as Annex I-B. All Orders shall be placed and executed in accordance with the LLC Agreement as supplemented by the Procedures. Capitalized terms used in this Agreement and not otherwise defined herein have the meaning ascribed to them in the Procedures or, if not defined in the Procedures, the Standard Terms for this Agreement, which are attached hereto as Schedule II (the "**Standard Terms**").

Section 2. Incorporation of Procedures and Standard Terms. The Procedures and the Standard Terms are hereby incorporated by reference into, and made a part of, this Agreement.

Section 3. Conflicts Rules. In case of any inconsistency between the provisions of this Agreement and the LLC Agreement, the provisions of this Agreement shall control. In case of inconsistency between the Standard Terms and any other provision of this Agreement, the latter will control. To the extent there is a conflict between this Agreement, the Procedures or the Standard Terms and the Prospectus (as defined in the Standard Terms), the Prospectus shall control.

Section 4. Authorized Representatives. Pursuant to Section 2.01 of the Standard Terms, attached hereto as Schedule III is a certificate listing the Authorized Representatives of the Authorized Participant.

Section 5. Covenants of the Authorized Participant. The Authorized Participant covenants and agrees:

(a) The Authorized Participant is registered as a broker-dealer under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") and is a member in good standing of the Financial Industry Regulatory Authority, Inc. ("**FINRA**"). The Authorized Participant will maintain such registration and membership in good standing and any other registration, qualification or membership in good standing applicable to it or, if applicable, exempt status, in full force and effect throughout the term of this Agreement. The Authorized Participant will comply with all applicable United States federal laws, the laws of the states or other jurisdictions concerned, and the rules and regulations promulgated thereunder, and with the Constitution, By-Laws and Conduct Rules of FINRA and shall not offer or sell Shares in any state or jurisdiction where they may not lawfully be offered and/or sold.

(b) Subject to In-Kind Regulatory Approval, if the Authorized Participant will participate in In-Kind Orders, the Authorized Participant hereby represents, covenants and warrants that at such time, it or an AP Designee will maintain a digital wallet address that is previously known to the Custodian as belonging to the Authorized Participant or its AP Designee (an "**Authorized Participant Self-Administered Account**"). If there is any change in the foregoing, the Authorized Participant shall give immediate notice to the Manager of such event.

(c) The Authorized Participant hereby acknowledges and agrees that some activities on its or any AP Designee's part, depending on the circumstances and under certain possible interpretations of applicable law, could be interpreted as resulting in its being deemed a Money Services Business, as such term is defined by the Financial Crimes Enforcement Network, a bureau of the United States Department of the Treasury responsible for the federal regulation of Money Services Businesses, including certain virtual currency market participants. The Authorized Participant agrees to consult its own counsel in connection with entering into this Agreement and transacting in Digital Assets to determine if it must register with the Financial Crimes Enforcement Network as a Money Services Business.

(d) Each of the Authorized Participant and any AP Designee has policies and procedures reasonably designed to comply with the money laundering and related provisions of the Currency and Foreign Transactions Reporting Act of 1970 (also known as the "**Bank Secrecy Act**"), the United States Money Laundering Control Act of 1986, and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "**USA PATRIOT Act**"), and the regulations promulgated under each, in each case, as amended from time to time (all such laws and regulations collectively, "**AML Laws**").

(e) None of the Authorized Participant, any AP Designee, nor any of their subsidiaries nor any of their respective directors, officers, employees or agents is an individual or entity that is, or is owned or controlled by one or more individuals or entities that are, (i) the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union or His Majesty's Treasury (collectively, "**Sanctions**"), or (ii) located, organized or resident in a country or territory that is the subject of comprehensive Sanctions (including, as of the date of this Agreement and without limitation, the so-called Donetsk People's Republic, so-called Luhansk People's Republic or any other Covered Region of Ukraine identified pursuant to Executive Order 14065, and the non-government controlled areas of the Zaporizhzhia and Kherson Regions of Ukraine, the Crimea region, Cuba, Iran, North Korea and Syria).

Each of the Authorized Participant and the AP Designees shall act in a manner consistent with all applicable AML Laws, the United States Foreign Corrupt Practices Act of 1977 as amended, the UK Bribery Act 2010 and other applicable anti-corruption laws (the "**Anti-Corruption Laws**") and Sanctions. In furtherance of such efforts, the Authorized Participant and its AP Designees shall not mention the Fund, or send any materials related to the Fund, to any prospective investor, or accept any contribution or payment in connection with an investment in the Fund (including, without limitation, any Creation and Redemption transactions with the Fund) by any prospective investor, unless the Authorized Participant or any AP Designee, as applicable, has no knowledge or reason to believe that: (i) any cash or property or, subject to In-Kind Regulatory Approval, Digital Assets, that would be paid to the Authorized Participant in connection with an investment

in the Fund, would be derived from, or related to, any activity that would violate, or cause the Authorized Participant, any of its AP Designees (as applicable), the Fund, the Manager or the Manager Agent to be in violation of, any United States law or any other applicable law, including AML Laws, Anti-Corruption Laws, Sanctions or otherwise; or (ii) any contribution or payment to the Authorized Participant in connection with an investment in the Fund by such prospective investor would cause the Authorized Participant, any of its AP Designees (as applicable), the Fund, the Manager or the Manager Agent to be in violation of AML Laws, Anti-Corruption Laws or Sanctions.

(f) The Authorized Participant hereby represents, covenants and warrants that it has all requisite authority, under applicable federal or state law, the rules and regulations of any regulatory or self-regulatory organization to which it is subject and its certificate of incorporation, formation or limited liability company operating agreement or other organizational document to enter into this Agreement and to discharge the duties and obligations apportioned to it in accordance with the terms hereof.

(g) The Authorized Participant hereby represents, covenants and warrants that it and its AP Designees will maintain such registration and membership in good standing and any other registration, qualification or membership in good standing applicable to it or its AP Designees or, if applicable, exempt status, in full force and effect throughout the term of this Agreement. The Authorized Participant and the AP Designees will comply with all applicable United States federal laws, the laws of the states or other jurisdictions concerned, and the rules and regulations promulgated thereunder.

(h) The Authorized Participant hereby represents, covenants and warrants that, subject to In-Kind Regulatory Approval, any Authorized Participant Self-Administered Accounts that it or its AP Designee, if applicable, maintains (i) will be dedicated exclusively for Creation and Redemption transactions with the Fund and (ii) will be active at the time of a Creation or Redemption transaction with the Fund.

(i) The Authorized Participant hereby represents, covenants and warrants that, subject to In-Kind Regulatory Approval, the aforementioned Authorized Participant Self-Administered Accounts will be managed and maintained by the Authorized Participant or the AP Designee on behalf of the Authorized Participant to facilitate and fulfill the duties dedicated for the Creation and Redemption of Basket Shares with the Fund.

(j) The Authorized Participant hereby represents, covenants and warrants that there are no actions, grievances, proceedings (including, without limitation, arbitration proceedings), orders, inquiries or claims pending, or to the Authorized Participant's knowledge, threatened against or affecting it or any of its or its AP Designee's employees (in his or her capacity as such) by the SEC, FINRA or any other regulatory or self-regulatory organization that would affect the Authorized Participant's ability to fulfill its obligations hereunder.

(k) The Authorized Participant hereby covenants and agrees that it shall promptly notify the Manager in the event that it or its AP Designee is not in compliance with any of the representations and warranties set forth in clauses (a) through (j) above.

Section 6. AEOI. The Authorized Participant acknowledges and agrees that:

(a) The Fund intends to comply with (i) Sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986 and any associated legislation, regulations or guidance, and any other similar legislation, regulations or guidance enacted in any other jurisdiction that seeks to implement similar financial account information reporting and/or withholding tax regimes; (ii) the OECD Standard for Automatic Exchange of Financial Account Information in Tax Matters – the Common Reporting Standard (the "**CRS**") and any associated guidance; (iii) 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 (i) and (ii); and (iv) any legislation, regulations or guidance in the Cayman Islands that give effect to the matters outlined in the preceding sub-paragraphs (collectively, "**AEOI**");

(b) The Authorized Participant will provide, in a timely manner, such information regarding the Authorized Participant, each Investor and their respective beneficial owners and such forms or documentation as may be requested from time to time by the Fund (whether by its managers or other agents such as the Manager) to enable the Fund to comply with the requirements and obligations imposed on it pursuant to AEOI, specifically, but not limited to, forms and documentation which the Fund may require to determine whether or not the 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 Authorized Participant's and any Investor'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) The Authorized Participant waives on its own behalf and on behalf of each Investor, 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 Authorized Participant and any Investor pursuant to paragraph (b); (ii) prohibit the reporting of financial or account information by the Fund or its agents required pursuant to AEOI; (iii) otherwise prevent compliance by the Fund with its obligations under AEOI;

(e) If the Authorized Participant provides information and documentation that is in anyway 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 Fund reserves the right (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): (i) to take any action and/or pursue all remedies at its disposal including, without

limitation, compulsory redemption or withdrawal of the Investor; (ii) to hold back from any redemption or repurchase proceeds, or any other distributions, any costs caused (directly or indirectly) by the Authorized Participant's or any Investor's action or inaction; and (iii) it shall have no claim against the Fund, or its 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.

(f) The Authorized Participant hereby indemnifies the Fund and the Manager, their respective direct or indirect affiliates and their respective directors, trustees, sponsors, partners, members, managers, officers, 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 which such party may incur as a result of any action or inaction (directly or indirectly) of the Authorized Participant or any investor (or any related person) described in paragraphs (a) to (e) above. This indemnification shall survive an investor's death or disposition of its Shares in the Fund.

Section 7. Notices. Except as otherwise specifically provided in this Agreement, all notices required or permitted to be given pursuant to this Agreement shall be given in writing and delivered by (i) personal delivery, (ii) postage prepaid registered or certified United States first class mail, return receipt requested, (iii) overnight traceable mail (*e.g.,* Federal Express), (iv) facsimile, (v) electronic mail (e-mail) or (vi) similar means of same day delivery. Any notice or other communication required by this Agreement shall be deemed to be duly received (i) if via personal delivery, at the time when it was delivered; (ii) if via postage prepaid registered or certified United States first class mail, return receipt requested or overnight traceable mail (e.g., Federal Express), at the time when that mail is delivered; (iii) if via facsimile, at the time when the transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine); (iv) if via electronic mail (e-mail), at the time that electronic message is received; except that any notice or communication which is received, or delivery of which is attempted, after close of business on the date of receipt or attempted delivery or on a day which is not a day on which commercial banks are open for business in the place where that notice or other communication is to be given shall be treated as given at the opening of business on the next following day which is such a day or (v) via similar means of same day delivery, on the date actually sent or on the first Business Day after such notice is sent via reputable overnight courier. Unless otherwise notified in writing, all notices to the Transfer Agent, Manager and Authorized Participant shall be directed to the address, e-mail address or facsimile number indicated below:

(i) If to the Transfer Agent:

The Bank of New York Mellon
Attn: ETF Services
240 Greenwich St.
New York, NY 10286
Telephone: (212) 635-6314
E-Mail: ETFservicesGrayscale@bnymellon.com

(ii) If to the Manager:

Grayscale Investments Sponsors, LLC
Attn: Edward McGee
290 Harbor Drive, 4th Floor
Stamford, CT 06902
Telephone: (212) 668-3911
E-Mail: ETFs@grayscale.com

(iii) If to the Authorized Participant:

[ ]
[ ]
[ ]
Telephone: [ ]
E-mail: [ ]

or such other address as any of the parties hereto shall have communicated in writing to the remaining parties in compliance with the provisions hereof.

Section 8. In-Kind Orders. Subject to In-Kind Regulatory Approval, the following procedures apply to creations or redemptions in which the Authorized Participant or its AP Designees will deliver Digital Asset from, or receive Digital Asset in, an Authorized Participant Self-Administered Account ("**In-Kind Orders**"). EACH OF THE PARTIES HERETO ACKNOWLEDGES AND AGREES THAT DIGITAL ASSET TRANSFERS MAY BE IRREVERSIBLE.

(a) The Authorized Participant shall provide the Manager or its delegates with one or more Authorized Participant Self-Administered Accounts maintained by the Authorized Participant or its AP Designee. If the Authorized Participant becomes unable to continue to provide the Manager with at least one Authorized Participant Self-Administered Account, the Authorized Participant shall give immediate notice to the Manager of such event.

(b) Any Digital Assets to be transferred in connection with any Creation Order or Redemption Order shall be transferred between an Authorized Participant Self-Administered Account and the Digital Asset Account (as defined in the Procedures) in accordance with the Procedures for Authorized Participants participating in In-Kind Orders.

(c) The Authorized Participant acknowledges and agrees that (i) it or its AP Designee has the computer hardware, software and technological knowhow required to transact in Digital Assets; and (ii) it or its AP Designee is responsible for confirming the accuracy of any Account (as defined below) it is provided or that it provides in connection with any Creation Order or Redemption Order pursuant to this Agreement.

(d) None of the Authorized Participant(s) or any AP Designee will receive fees, commissions or other form of compensation or inducement of any kind from either the Manager or the Fund in connection with any Order.

(e) To the extent that the Authorized Participant (or its AP Designee) or the Manager (or its Manager Agent) or Custodian provide information in connection with the transactions contemplated hereby, such party is solely responsible for any loss that arises out of another party's actions in strict conformity with such information.

Section 9. In-Cash Orders. The following procedures apply to creations or redemptions other than In-Kind Orders ("**Cash Orders**"). EACH OF THE PARTIES HERETO ACKNOWLEDGES AND AGREES THAT DIGITAL ASSET TRANSFERS MAY BE IRREVERSIBLE.

(a) The Authorized Participant shall provide the Transfer Agent or its delegates with one or more bank accounts from which or into which funds may be deposited in connection with Orders.

(b) The Manager or its delegates shall identify to the Custodian one or more Digital Asset wallet addresses from a Digital Asset wallet software provider or with a third-party provider of Digital Asset wallets belonging to liquidity providers that (i) will be dedicated exclusively for Creation and Redemption transactions with the Fund, (ii) is previously known to the Custodian (or the Manager or its delegates) and (iii) is currently active at the time of a Creation or Redemption transaction with the Fund (each, a "**Liquidity Provider Account**" and, together with each Digital Asset Account and Authorized Participant Self-Administered Account, an "**Account**"). If the Manager is unable to identify at least one Liquidity Provider Account, the Manager shall promptly notify the Authorized Participant and Cash Orders shall not be accepted until such time as at least one Liquidity Provider Account is identified to the Custodian.

(c) Any Digital Assets to be transferred in connection with any Creation Order or Redemption Order shall be transferred between a Liquidity Provider Account and the Digital Asset Account in accordance with the Procedures for Cash Orders.

(d) The Manager acknowledges and agrees that (i) the relevant liquidity provider has the computer hardware, software and technological knowhow required to transact in Digital Assets; and (ii) it is responsible for confirming the accuracy of all Accounts it is provided and that it or the relevant liquidity provider provides in connection with any Creation Order or Redemption Order pursuant to this Agreement.

(e) The Authorized Participants will receive no fees, commissions or other form of compensation or inducement of any kind from either the Manager or the Fund in connection with Creation Orders and Redemption Orders.

(f) To the extent that the Authorized Participant, Manager or Custodian provide information in connection with the transactions contemplated hereby, such party is solely responsible for any loss that arises out of another party's actions in strict conformity with such information.

(g) (1) In the case of any Cash Order other than an Alternate Cash Order, each of the parties hereto hereby acknowledges and agrees that the Manager and the Transfer Agent, in taking any action contemplated herein to facilitate any transaction in which cash is delivered to or received by any Person, including in exchange for Digital Asset, whether by the Authorized Participant or a liquidity provider, as applicable, or as consideration for any agreement to deliver (or cause to be delivered) Digital Asset to the Fund or any other Person (each, a "**Cash Transaction**"), are not acting, and are not authorized to act, for or on behalf of the Fund. For the avoidance of doubt,

neither the Fund nor any of its agents or representatives (in their capacities as such) shall be party to, or have any direct or indirect liability for, any such Cash Transaction, any actions of (or failures to act by) the Manager, the Transfer Agent, the Authorized Participant or any liquidity provider in connection with any such Cash Transaction, or any claims, losses, judgments, liabilities or expenses sustained in connection with any such Cash Transaction; *provided* that, without limiting the foregoing, the Fund agrees to (i) accept Digital Asset from a Liquidity Provider Account in connection with the issuance of Shares to the Authorized Participant or (ii) deliver Digital Asset to a Liquidity Provider Account in connection with the delivery of Shares to the Fund by the Authorized Participant, in each case, pursuant to the procedures applicable to Cash Orders (other than Alternate Cash Orders).

(2) In the case of any Alternate Cash Order, the Manager and the Authorized Participant hereby agree, as a condition to the participation in the consummation of any such Alternate Cash Order, (A) to fully (and without exception) exculpate the Fund with respect to, and to irrevocably waive any and all claims against the Fund or the Fund Estate (as defined in the LLC Agreement) arising from or in connection with, such Alternate Cash Order and (B) to fully indemnify and hold the Fund harmless against (x) any breach by such person of any provision of this Agreement; (y) any failure on the part of such person to perform any of its obligations set forth in this Agreement; and (z) any failure by such person to comply with applicable laws, including, without limitation, rules and regulations of any regulatory or self-regulatory organizations in relation to its role under this Agreement. Without limiting the foregoing, the Fund agrees to (i) (x) accept cash from the Authorized Participant and deliver cash to the applicable liquidity provider and (y) accept Digital Asset from a Liquidity Provider Account, in each case of this clause (i), in connection with the issuance of Shares to the Authorized Participant or (ii) (x) accept cash from the applicable liquidity provider and deliver cash to the Authorized Participant and (y) deliver Digital Asset to a Liquidity Provider Account, in each case of this clause (ii), in connection with the delivery of Shares to the Fund by the Authorized Participant for redemption, and in each case of clause (i) or (ii), pursuant to the procedures applicable to Alternate Cash Orders.

Section 10. Effectiveness and Amendment. This Agreement shall become effective upon execution and delivery by each of the parties hereto. This Agreement, along with any other agreement or instrument delivered pursuant to this Agreement, supersedes any prior agreement between or among the parties concerning the matters governed hereby. This Agreement (including the Standard Terms) may not be amended without the written consent of all parties. Notwithstanding the foregoing, however, the Procedures may be amended by the Transfer Agent and the Manager from time to time without the consent of the Authorized Participant by the following procedure: the Transfer Agent or the Manager will send a copy of the amendment to the Authorized Participant in compliance with the notice provisions of this Agreement; if the Authorized Participant does not object in writing to the amendment within fifteen (15) Business Days after receipt of the proposed amendment, the amendment will become part of this Agreement in accordance with its terms; *provided, however*, that any amendments to the Procedures shall not apply retroactively to Orders submitted prior to the effectiveness of such amended Procedures as set forth herein. Titles and section headings in this Agreement (and in the Standard Terms and the Procedures) are included solely for convenient reference and are not a part of this Agreement.

Section 11. Termination. This Agreement may be terminated at any time by any party upon sixty (60) days prior written notice delivered in the manner prescribed in Section 7 hereof to the other parties and may be terminated earlier by any party hereto at any time on the event of a material breach by any other party hereto of any provision of this Agreement (including, without limitation, the Standard Terms). For the avoidance of doubt, if the Manager determines that the Authorized Participant or its AP Designee has breached the provisions of Sections 5(a) and 5(d) through 5(f), the Manager and the Transfer Agent have the authority to terminate the Authorized Participant's role in this Agreement.

Section 12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable New York conflict of laws principles) as to all matters, including matters of validity, construction, effect, performance and remedies. Each party hereto irrevocably consents to the jurisdiction of the courts of the State of New York and of any federal court located in the Borough of Manhattan in such State in connection with any action, suit or other proceeding arising out of or relating to this Agreement or any action taken or omitted hereunder, and waives any claim of forum non conveniens and any objections as to laying of venue. Each party further waives personal service of any summons, complaint or other process and agrees that service thereof may be made by certified or registered mail directed to such party at such party's address for purposes of notices hereunder. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 13. Assignment. Except as otherwise expressly set forth herein, no party to this Agreement shall assign any rights, or delegate the performance of any obligations, arising hereunder without the prior written consent of the other parties hereto, which shall not be unreasonably withheld, *provided that* any entity into which a party hereto may be merged or converted, or with which it may be consolidated, or any entity resulting from any merger, consolidation or conversion to which a party hereunder shall be a party, shall be the successor of such party hereunder without further action. The party resulting from any such merger, conversion, consolidation or succession shall promptly notify the other parties hereto of the change. Any purported assignment or delegation in violation of these provisions shall be null and void. Notwithstanding the foregoing, any successor Transfer Agent appointed in compliance with the LLC Agreement shall automatically become a party hereto and shall assume all the obligations of, and be entitled to all the rights and remedies of, the Transfer Agent hereunder with respect to the Fund.

Section 14. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

Section 15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 16. Severability. Any term or provision of this Agreement that is held by a court of competent jurisdiction or any governmental or regulatory (including stock exchange) body, agency, court, commission, instrumentality, authority or other legislative, executive or judicial

entity (each, a "**Governmental Entity**") to be invalid, void or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction or other Governmental Entity declares that any term or provision of this Agreement is invalid, void or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.

Section 17. Waiver of Compliance. Any failure of any of the parties hereto to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof by a written instrument signed by the party granting such waiver, *provided, however*, that any such written waiver, or the failure to insist upon strict compliance with any obligation, covenant, agreement or condition herein, shall not operate as a waiver of, or give rise to any claim of estoppel with respect to, any subsequent or other failure hereunder.

Section 18. Survival of Certain Representations and Obligations. The respective indemnities, agreements, representations, warranties and other statements of the Fund or the Manager and the Authorized Participant set forth in, or made pursuant, to this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of the Authorized Participant, the Fund, the Manager or any of their respective representatives, officers or directors or any controlling person, and will survive delivery of and payment for the Securities. If this Agreement is terminated pursuant to Section 11, the respective obligations of the Fund, the Manager and the Authorized Participant pursuant to Article 6 of the Standard Terms shall remain in effect, and if any Shares have been purchased hereunder, the representations and warranties in Section 5 hereof and Article 5 of the Standard Terms shall also remain in effect.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Authorized Participant Agreement as of the date set forth above.

[●], as Authorized Participant

By: _____
Name:
Title:

GRAYSCALE INVESTMENTS SPONSORS, LLC, as Manager

By: _____
Name:
Title:

Accepted by: **THE BANK OF NEW YORK MELLON**, as Transfer Agent

By: _____
Name:
Title:

SCHEDULE I - CREATION AND REDEMPTION PROCEDURES

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CREATION AND REDEMPTION PROCEDURES

CREATION AND REDEMPTION PROCEDURES FOR AUTHORIZED PARTICIPANT AGREEMENTS (the "**Procedures**") adopted by the Manager, Transfer Agent, Authorized Participant and Marketing Agent (each as defined below) as of [●].

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01. Definitions. For purposes of these Procedures, and the Standard Terms incorporated by reference into the Authorized Participant Agreement to which these Procedures are attached, unless the context otherwise requires, the following terms will have the following meanings:

"**Actual Execution Cash Order**" shall mean a Cash Order pursuant to which any price differential between (x) the Total Basket NAV on the Trade Date and (y) the price realized in acquiring or disposing of the corresponding Total Basket Amount, as the case may be, will be borne solely by the Authorized Participant.

"**Affiliate**" shall have the meaning given to it by Rule 501(b) under the Securities Act.

"**Alternate Cash Order**" shall mean a Cash Order pursuant to the alternative procedures for creation and redemption of Shares set forth in Section [11.15] of the LLC Agreement, as may be amended or supplemented from time to time.

"**Alternate Cash Account**" shall mean the account maintained by the Transfer Agent in the name of the Fund for purposes of (i) receiving cash from Authorized Participants, and distributing cash to liquidity providers, in connection with Creations pursuant to Alternate Cash Orders and (ii) receiving cash from liquidity providers, and distributing cash to Authorized Participants, in connection with Redemptions pursuant to Alternate Cash Orders.

"AP Designee" shall mean the party that acts as a designee, including affiliates or agents of the Authorized Participant in the case of In-Kind Orders.

"**AP Indemnified Party**" shall have the meaning ascribed to such term in Sections 6.01(a) of the Standard Terms.

"**Authorized Participant**" shall have the meaning ascribed to the term in the introductory paragraph of the Authorized Participant Agreement.

"**Authorized Participant Agreement**" shall mean each Authorized Participant Agreement (including the Schedules thereto) among the Authorized Participant, the Transfer Agent and the Manager authorizing the Authorized Participant to submit Creation Orders and Redemption Orders.

"**Authorized Participant Client**" shall mean any party on whose behalf the Authorized Participant acts in connection with an Order (whether a customer or otherwise).

"**Authorized Participant Self-Administered Account**" shall have the meaning set forth in Section 5(b) of the Authorized Participant Agreement.

"**Authorized Representative**" shall mean, with respect to an Authorized Participant, each individual who, pursuant to the provisions of the Authorized Participant Agreement, has the power and authority to act on behalf of the Authorized Participant in connection with the placement of Creation Orders or Redemption Orders and is in possession of the personal identification number (PIN) assigned by the Transfer Agent for use in any communications regarding Purchase or Redemption Orders on behalf of such Authorized Participant.

"**Basket**" shall have the meaning ascribed to the term in the recitals to the Authorized Participant Agreement.

"**Basket Amount**" shall mean, for any Trade Date, the sum of (x) the Fund Component Basket Amounts for all Fund Components and (y) the Cash Portion, in each case, as of such Trade Date.

"**Basket NAV**" shall mean the U.S. dollar value of a Basket of Shares calculated by multiplying the Basket Amount by the Index Price as of the Trade Date.

"**Blockchain**" or "**Digital Asset Blockchain**" shall mean the public transaction ledger of the Digital Asset Network on which transactions in such Digital Asset are recorded.

"**Business Day**" shall mean each day the Shares trade on NYSE Arca.

"**Capped Amount**" shall mean a number of Shares that may be created pursuant to Cash Orders on any specified day.

"**Cash Account**" shall mean the account maintained by the Transfer Agent in the name of a Manager Agent for purposes of receiving cash from, and distributing cash to, Authorized Participants in connection with Creations and Redemptions pursuant to Cash Orders (other than Alternate Cash Orders). For the avoidance of doubt, the Fund shall have no interest (beneficial, equitable or otherwise) in the Cash Account or any cash held therein.

"**Cash Orders**" shall have the meaning ascribed to it in Section 9 of the Authorized Participant Agreement.

"**Cash Order Delivery Amount**" shall have the meaning set forth in Section 3.02(d)(i).

"**Cash Portion**" shall mean, 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 10,000.

"**Collateral Amount**" shall mean 115% of the U.S. dollar value of the Total Basket Amount determined using the Index Price on the Business Day prior to the Creation Settlement Date, in the case of in-kind Creations, or the Business Day prior to the Redemption Settlement

Date, in the case of in-kind or in-cash Redemptions. The Collateral Amount may be changed by the Manager in its sole discretion at any time.

"**Creation**" shall mean the process that begins when an Authorized Participant first indicates to the Transfer Agent its intention to acquire one or more Baskets pursuant to these Procedures and concludes with the issuance by the Fund and Delivery to such Authorized Participant of the corresponding number of Shares.

"**Creation and Redemption Line**" shall mean a telephone number designated as such by the Transfer Agent and specified in Annex I-A of the Procedures or otherwise communicated to each Authorized Participant in compliance with the notice provisions of the respective Authorized Participant Agreement.

"**Creation Order**" shall have the meaning ascribed to it in Section 1 of the Authorized Participant Agreement.

"**Creation Settlement Date**" shall mean the first or second Business Day following the Trade Date as specified in the applicable Creation Order, subject to the exceptions described in the Procedures.

"**Custodial Services**" shall mean the Custodian's services that (i) allow Digital Assets to be deposited from a public blockchain address to the Fund's Digital Asset Account and (ii) allow the Fund and the Manager to withdraw Digital Asset from the Fund's Digital Assets Account to a public blockchain address the Fund or the Manager controls pursuant to instructions the Fund or the Manager provides to the Custodian.

"**Custodian**" shall mean Coinbase Custody Trust Company, LLC, or any other Person from time to time engaged to provide custodian services or related services to the Fund pursuant to authority delegated by the Manager.

"**Custody Agreement**" or "**Custody Agreements**" shall mean the Custodial Services Agreement by and between the Fund and the Manager and Custodian that governs the Fund's and the Manager's use of the Custodial Services provided by the Custodian as a fiduciary with respect to the Fund's assets.

"**Deliver**" shall mean the act of delivering Digital Assets, Cash or Shares, as applicable.

"**Delivery**" shall mean a delivery of Digital Assets, Cash or Shares, as applicable.

"**Depositor**" shall mean any Authorized Participant, any AP Designee or any liquidity provider that deposits Digital Assets with the Custodian.

"**Deposit Property**" shall mean Digital Assets that are, in compliance with the provisions of the LLC Agreement and these Procedures, transferred by the Depositor to the Custodian to effectuate Orders.

"Digital Asset" shall mean any digital asset (or right with respect thereto) held by the Fund at any given time.

"**Digital Asset Account**" shall mean 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 the Custodian that represent or relate to the on-blockchain account that holds the Fund's Digital Assets.

"**Digital Asset Network**" shall mean the online, end-user-to-end-user network hosting the public transaction ledger, known as the Blockchain, and the source code comprising the basis for the cryptographic and algorithmic protocols governing the digital asset network for the applicable Digital Asset.

"**DTC**" shall mean The Depository Trust Company, its nominees and their respective successors.

"**DTC Participant**" shall mean a direct participant in DTC.

"**FINRA**" shall mean the Financial Industry Regulatory Authority.

"**Fund**" shall have the meaning ascribed to it in the introductory paragraph of the Authorized Participant Agreement.

"**Fund Component**" shall mean a Digital Asset designated as such by the Manager in accordance with the policies and procedures set forth in the Fund's filings with the SEC.

"**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-millionth (i.e., carried to the sixth decimal place)) and multiplying the quotient so obtained for the Fund Component by 10,000.

"**In-Kind Orders**" shall have the meaning ascribed to it in Section 8 of the Authorized Participant Agreement.

"**Index Price**" shall have the meaning ascribed to such term in the Fund's filings with the SEC.

"**Index Provider**" shall mean CoinDesk Indices, Inc., a Delaware corporation that publishes the Index.

"**Manager**" shall mean Grayscale Investments Sponsors, LLC, a Delaware limited liability company, in its capacity as the Manager of the Fund under the LLC Agreement except as otherwise specified, and any successor thereto in compliance with the provisions thereof.

"**Manager Agent**" shall mean the Manager, or any other party that acts as a designee, including affiliates or agents of the Manager in the case of Cash Orders.

"**Manager Indemnified Party**" shall have the meaning ascribed to such term in Section 6.01(b) of the Standard Terms.

"**Marketing Agent**" shall mean Foreside Fund Services, LLC.

"**NYSE Arca**" shall mean NYSE Arca, Inc.

"**Order**" shall have the meaning ascribed to it in Section 1 of the Authorized Participant Agreement.

"**Order Cutoff Time**" shall mean (i) 3:59:59 p.m. (New York time) on any Business Day, in the case of In-Kind Orders, and (ii) 1:59:59 p.m. (New York time) on any Business Day, in the case of Cash Orders.

"**Order Date**" shall mean the Business Day on which an Order is accepted by the Marketing Agent.

"**Person**" shall mean any natural person, partnership, limited liability company, statutory Fund, corporation, association, or other legal entity.

"**Procedures**" shall have the meaning ascribed to the term in the introductory paragraph of this Schedule I.

"**Prospectus**" or "**Prospectuses**" shall mean the current prospectus of the Fund included in its Registration Statement, as supplemented or amended from time to time.

"**Redemption**" shall mean the process that begins when an Authorized Participant first indicates to the Transfer Agent its intention to redeem one or more Baskets pursuant to these Procedures and concludes with the cancellation of a corresponding number of Shares Delivered by such Authorized Participant for cancellation.

"**Redemption Order**" shall have the meaning ascribed to it in Section 1 of the Authorized Participant Agreement.

"**Redemption Settlement Date**" shall mean the second Business Day after the Trade Date, subject to the exceptions described in the Procedures.

"**Registration Statement**" shall mean the Fund's effective registration statement filed with the SEC, as the same may at any time and from time to time be amended or supplemented.

"**Securities Act**" shall mean the Securities Act of 1933, as amended.

"**Shares**" shall have the meaning set forth in the recitals to the Authorized Participant Agreement.

"**Standard Terms**" shall have the meaning ascribed to such term in Section 1 of the Authorized Participant Agreement.

"**Time of Creation**" shall mean each time of acquisition by the Authorized Participant of a Basket from the Fund.

"**Total Basket Amount**" shall mean the Basket Amount multiplied by the number of Baskets being created or redeemed, specified in the applicable Creation Order or Redemption Order.

"**Total Basket NAV**" shall mean the Basket NAV multiplied by the number of Baskets being created or redeemed.

"**Trade Date**" shall mean the Business Day on which the Total Basket Amount is determined in accordance with the Procedures.

"**Transaction Fee**" shall mean a fee of $500.00 to be paid by the Authorized Participant to the Transfer Agent for each Creation Order or Redemption Order. The fee may be changed by the Transfer Agent with the prior written consent of the Manager.

"Transfer Agent" shall mean The Bank of New York Mellon, a New York corporation authorized to do banking business.

"**LLC Agreement**" shall have the meanings ascribed to it in the introductory paragraph of the Authorized Participant Agreement.

"**VAT**" shall mean (a) any tax imposed pursuant to or in compliance with the Sixth Directive of the Council of the European Economic Communities (77/388/EEC) including, without limitation, in relation to the United Kingdom, value added tax imposed by the Value Added Tax Act 1994 and legislation and regulations supplemental thereto; and (b) any other tax of a similar nature, whether imposed in a member state of the European Union or elsewhere, in substitution for, or levied in addition to, such tax referred to in "(a)".

"**Variable Fee**" shall mean an amount in cash based on the Total Basket NAV, which shall be paid by the Authorized Participant in connection with Variable Fee Cash Orders. The amount may be changed by the Manager in its sole discretion at any time.

"**Variable Fee Cash Order**" shall mean a Cash Order pursuant to which any price difference between (x) the Total Basket NAV on the Trade Date and (y) the price realized in acquiring or disposing of the corresponding Total Basket Amount, as the case may be, will be borne solely by the applicable liquidity provider.

Section 1.02. Interpretation. In these Procedures:

Unless otherwise indicated, all references to Sections, clauses, paragraphs, schedules or exhibits, are to Sections, clauses, paragraphs, schedules or exhibits in or to these Procedures.

The words "hereof," "herein," "hereunder" and words of similar import shall refer to these Procedures as a whole, and not to any individual provision in which such words may appear.

A reference to any statute, law, decree, rule, regulation or other applicable norm shall be construed as a reference to such statute, law, decree, rule, regulation or other applicable norm as re-enacted, re-designated or amended from time to time.

A reference to any agreement, instrument or document shall be construed as a reference to such agreement, instrument or document as the same may have been amended from time to time in compliance with the provisions thereof.

Section 1.03. In-Kind Regulatory Approval.

As set forth in the recitals to the Authorized Participant Agreement, it is the current position of the SEC that the Fund shall only create and redeem Shares pursuant to Cash Orders. Unless and until NYSE Arca shall have obtained necessary regulatory approval from the SEC to amend its listing rules to permit the Fund to create and redeem Shares pursuant to In-Kind Orders, the procedures described herein with respect to In-Kind Orders (including without limitation Sections 2.01 and 3.01) shall not be operative.

ARTICLE II
CREATION PROCEDURES

Section 2.01. Creation of Shares Pursuant to In-Kind Orders. The Creation of Shares pursuant to In-Kind Orders shall take place only in compliance with the rules of this Section 2.01:

(a) Authorized Participants wishing to acquire from the Fund one or more Baskets shall place a Creation Order with the Transfer Agent no later than the Order Cutoff Time on any Business Day. Creation Orders received by the Transfer Agent on or after the Order Cutoff Time on any Business Day shall be considered rejected unless determined otherwise by the Manager in writing in its sole discretion.

(b) The Trade Date for the Creation of Shares pursuant to In-Kind Orders shall be the Order Date.

(c) For purposes of Section 2.01(a) above, a Creation Order shall be deemed received by the Transfer Agent only when either of the following has occurred no later than the Order Cutoff Time:

(i) Telephone Order – An Authorized Representative shall have placed a telephone call to the Creation and Redemption Line informing the Transfer Agent that the Authorized Participant wishes to place a Creation Order for a specified number of Baskets, received an Order Number from the Transfer Agent for insertion in the Creation Order and submitted a properly completed, irrevocable Creation Order in the form set out in Annex I-A to these Procedures executed by an Authorized Representative of such Authorized Participant via electronic mail message at the address specified in such Annex I-A, and such Creation Order shall have been received by the Transfer Agent within thirty (30) minutes following such phone call; or

(ii) Web-based Order – An Authorized Representative shall have accessed the Transfer Agent's online services (nexen.bnymellon.com) and submitted a properly completed, irrevocable Creation Order in the form set out in Annex I-A to these Procedures executed by an Authorized Representative of such Authorized Participant, via electronic mail message at the address specified in such Annex I-A.

(d) Creation Orders are accepted or rejected by the Marketing Agent. The Marketing Agent will accept or reject a Creation Order as soon as reasonably practicable following receipt of a properly completed Creation Order but no later than 4:30 p.m. (New York time) on the Order Date.

(i) If a Creation Order is accepted, the Transfer Agent shall send to the Authorized Participant, via electronic mail message, as soon as reasonably practicable but no later than 4:30 p.m. (New York time) on the Order Date, a copy of the corresponding Creation Order endorsed "Accepted" by the Marketing Agent and indicating the Basket Amount that the Authorized Participant (or its AP Designee) shall Deliver to the Custodian in respect of each Basket being created. Prior to the transmission of the acceptance as specified above, a Creation Order for an In-Kind Order will only represent the Authorized Participant's firm unilateral offer to deposit (or cause its AP Designee to deposit) Digital Assets in exchange for a Delivery of Baskets and will have no binding effect upon the Fund, the Transfer Agent or any other party. Following the transmission of the acceptance as specified above, a Creation Order will be a binding agreement between the Fund and the Authorized Participant for the deposit of Digital Assets in exchange for the Creation of Baskets pursuant to the terms of the Creation Order and these Procedures. The Authorized Participant may submit an amended Creation Order changing the number of Baskets ordered no later than the Order Cutoff Time.

(ii) If a Creation Order is rejected, the Transfer Agent shall send to the Authorized Participant, via electronic mail message, as soon as reasonably practicable but no later than 4:30 p.m. (New York time) on the Order Date, a copy of the corresponding Creation Order endorsed "Declined" by the Marketing Agent. A Creation Order which is not properly completed will be deemed invalid and rejected by the Marketing Agent; the Authorized Participant may submit a corrected Creation Order no later than the Order Cutoff Time. If the Marketing Agent rejects a Creation Order pursuant to these Procedures or the Standard Terms, the Transfer Agent will promptly return to the Authorized Participant all consideration tendered by the Authorized Participant in respect of such rejected Creation Order.

(iii) Creation Orders not accepted or rejected by 4:30 p.m. (New York time) on the Order Date shall be accepted or rejected on the same Business Day as soon as practicable.

(e) The Transfer Agent shall provide a written summary to the Manager of all accepted In-Kind Orders for Creation for such Order Date no later than 6:00 p.m. (New York time).

(f) Each Creation Order shall require the Authorized Participant, or any AP Designee acting on behalf of the Authorized Participant (as the case may be), to obtain Digital Asset equal to the Total Basket Amount.

(g) Except as provided in Section 2.01(i) below, each Creation Order shall settle on the Creation Settlement Date. In connection with settlement, by 12:00 p.m. (New York time) on the Creation Settlement Date, or at such later date and time as the Transfer Agent and the Manager in their absolute discretion may agree in writing with the Authorized Participant (i) the Total Basket Amount must be deposited by the Authorized Participant, or the AP Designee acting on behalf of the Authorized Participant (as the case may be), in the Fund's Digital Asset Account and (ii) the Authorized Participant shall have paid the Transfer Agent the Transaction Fee, if applicable, and all taxes, governmental charges and fees payable in connection with such deposit, the transfer of Digital Assets and the issuance and Delivery of Shares.

(h) On the Creation Settlement Date, or on such earlier date and time as the Transfer Agent in its absolute discretion may agree in writing with the Authorized Participant and the Manager, the Transfer Agent shall cause the Fund to issue the aggregate number of Shares corresponding to the Baskets ordered by the Authorized Participant and shall Deliver such Shares to the Authorized Participant, by credit to the account at DTC that the Authorized Participant shall have identified for such purpose in its Creation Order, no later than 6:00 p.m. (New York time) on the Creation Settlement Date; *provided* that, by 12:00 p.m. (New York time) on the Creation Settlement Date the Transfer Agent is notified that the Total Basket Amount has been deposited in the Fund's Digital Asset Account in compliance with the provisions of Section 2.01(g) above.

(i) In the event that on the Creation Settlement Date, the Fund's Digital Asset Account shall not have been credited with the Total Basket Amount in compliance with the provisions of Section 2.01(g)(i) above, the Transfer Agent shall send to the Authorized Participant and the Manager via electronic mail message notice of such fact.

(i) The Transfer Agent and the Manager each agree not to treat such Creation Order as a failed trade or a failed settlement provided that as soon as practicable between 4:00 p.m. and 6:00 p.m. (New York time) on the Creation Settlement Date, the Authorized Participant shall wire the Collateral Amount to the Cash Account.

(ii) If the Authorized Participant fails to deposit the Collateral Amount in the Cash Account as provided in Section 2.01(i)(i) or the Authorized Participant, or the AP Designee acting on behalf of the Authorized Participant (as the case may be), fails to deposit the Total Basket Amount in the Fund's Digital Asset Account by 12:00 p.m. (New York time) on the Business Day following the Creation Settlement Date, then the Manager and Transfer Agent may (A) deem the relevant Creation Order as a failed trade and the Authorized Participant will be solely responsible for all damages, losses, costs and expenses incurred by the Fund, the Manager, any liquidity provider, the Transfer Agent or the Custodian related to the pending Creation Order or (B) complete such Creation Order by (1) applying the Collateral Amount to the purchase, for the account of the Authorized Participant, of Digital Assets constituting the Total Basket Amount and to the payment or reimbursement of any actual costs of the Manager in connection with otherwise completing the Creation Order and (2) delivering such Digital Assets to the Fund's Digital Asset

Account in satisfaction of the Authorized Participant's delivery obligations under such Creation Order.

(iii) Notwithstanding the foregoing, if the Authorized Participant has deposited the Collateral Amount in accordance with the requirements of Section 2.01(i)(i) but fails to deposit the Total Basket Amount by 12:00 p.m. (New York time) on the Business Day following the Creation Settlement Date, the Transfer Agent and the Manager may nonetheless agree not to treat such Creation Order as a failed trade, provided that (i) if the U.S. dollar value of the Total Basket Amount exceeds the Collateral Amount, as determined using the Index Price on the previous Business Day, then by 6:00 p.m. (New York time) on such Business Day, the Authorized Participant deposits in the Cash Account an additional amount in U.S. dollars such that the amount in the Cash Account is equal to 115% of the U.S. dollar value of the Total Basket Amount, as determined using the Index Price on the previous Business Day and (ii) the Authorized Participant, or the AP Designee acting on behalf of the Authorized Participant (as the case may be), deposits the Total Basket Amount in the Fund's Digital Asset Account by 12:00 p.m. (New York time) on the following Business Day. If the Authorized Participant fails to deposit such excess amount in the Cash Account or fails to so deposit the Total Basket Amount, the Manager and Transfer Agent may (A) deem the relevant Creation Order as a failed trade and the Authorized Participant will be solely responsible for all damages, losses, costs and expenses incurred by the Fund, the Manager, any liquidity provider, the Transfer Agent or the Custodian related to the pending Creation Order or (B) complete such Creation Order by (1) applying the Collateral Amount (and any additional amount subsequently deposited in the Cash Account) to the purchase, for the account of the Authorized Participant, of Digital Assets constituting the Total Basket Amount and to the payment or reimbursement of any actual costs of the Manager in connection with otherwise completing the Creation Order and (2) delivering such Digital Assets to the Fund's Digital Asset Account in satisfaction of the Authorized Participant's delivery obligations under such Creation Order.

(iv) If the Manager and the Transfer Agent deem the relevant Creation Order a failed trade in accordance with Section 2.01(i)(ii) or Section 2.01(i)(iii), they shall return the Collateral Amount (and any additional amount deposited pursuant to this Section 2.01(i)) by wire transfer to the Authorized Participant.

(v) The Transfer Agent shall cause the Fund to issue the aggregate number of Shares corresponding to the Baskets ordered by the Authorized Participant and shall Deliver such Shares to the Authorized Participant, by credit to the account at DTC that the Authorized Participant shall have identified for such purpose in its Creation Order, no later than 6:00 p.m. (New York time) on the date on which the Transfer Agent is notified that the Total Basket Amount has been deposited in the Fund's Digital Asset Account by 12:00 p.m. (New York time) on such date.

(j) The Transfer Agent shall under no circumstances cause the Fund to issue the aggregate number of Shares ordered until such time as (i) the Authorized Participant (or its AP Designee) Delivers the Total Basket Amount or (ii) the Total Basket Amount is Delivered to the Fund, funded by the Collateral Amount.

(k) The foregoing provisions notwithstanding, none of the Authorized Participant, the Fund, the Transfer Agent, the Manager nor the Custodian shall be liable for any failure or delay in making Delivery of Shares, Digital Assets or cash, as the case may be, in respect of a Creation Order arising from nuclear fission or fusion, radioactivity, war, terrorist event, invasion, insurrection, civil commotion, riot, strike, act of government, public authority, public service or utility problems, power outages resulting in telephone, telecopy and computer failures, acts of God such as fires, floods or extreme weather conditions, market conditions or activities causing trading halts, systems failures involving computer or other information systems, including any failures or outages of the Digital Asset Network, affecting the Authorized Participant, the Manager, the Fund, the Transfer Agent, the Marketing Agent and the Custodian and similar extraordinary events beyond the Authorized Participant's, the Manager's, the Fund's, the Custodian's, the Marketing Agent's or the Transfer Agent's reasonable control. In the event of any such delay, the time to complete Delivery in respect of a Creation Order will be extended for a period equal to that during which the inability to perform continues as determined by the Transfer Agent in its sole discretion.

(l) Except as provided in Sections 2.01(e), 2.01(h) and the Standard Terms, none of the Transfer Agent, the Manager, Marketing Agent or the Custodian are under any duty to give notification of any defects or irregularities in any Creation Order or the Delivery of the Total Basket Amount, and shall not incur any liability for the failure to give any such notification.

Section 2.02. Creation of Shares Pursuant to Cash Orders. The Creation of Shares pursuant to Cash Orders that are not Alternate Cash Orders shall take place only in compliance with the rules of this Section 2.02:

(a) Authorized Participants wishing to acquire from the Fund one or more Baskets shall place a Creation Order with the Transfer Agent no later than the Order Cutoff Time on any Business Day. Creation Orders received by the Transfer Agent on or after the Order Cutoff Time on any Business Day shall be considered rejected unless determined otherwise by the Manager in writing in its sole discretion.

(b) The Trade Date for the Creation of Shares pursuant to Cash Orders shall be the Order Date.

(c) The Manager may in its absolute discretion limit the Creation of Shares pursuant to Cash Orders to the Capped Amount at any time without notice to the Authorized Participant and may direct the Marketing Agent to reject any Cash Orders in excess of the Capped Amount.

(d) For purposes of Section 2.02(a) above, a Creation Order shall be deemed received by the Transfer Agent only when either of the following has occurred no later than the Order Cutoff Time:

(i) Telephone Order – An Authorized Representative shall have placed a telephone call to the Creation and Redemption Line informing the Transfer Agent that the Authorized Participant wishes to place a Creation Order for a specified number of Baskets, received an Order Number from the Transfer Agent for insertion in the Creation Order and submitted a properly completed, irrevocable Creation Order in the form set out in Annex I-A to these Procedures executed by an Authorized Representative of such Authorized

Participant via electronic mail message at the address specified in such Annex I-A, and such Creation Order shall have been received by the Transfer Agent within thirty (30) minutes following such phone call; or

(ii) Web-based Order – An Authorized Representative shall have accessed the Transfer Agent's online services (nexen.bnymellon.com) and submitted a properly completed, irrevocable Creation Order in the form set out in Annex I-A to these Procedures executed by an Authorized Representative of such Authorized Participant, via electronic mail message at the address specified in such Annex I-A.

(e) Creation Orders are accepted or rejected by the Marketing Agent. The Marketing Agent will accept or reject a Creation Order as soon as reasonably practicable following receipt of a properly completed Creation Order but no later than 2:30 p.m. (New York time) on the Order Date.

(i) If a Creation Order is accepted, the Transfer Agent shall send to the Authorized Participant, via electronic mail message, as soon as reasonably practicable but no later than 2:30 p.m. (New York time) on the Order Date, a copy of the corresponding Creation Order endorsed "Accepted" by the Marketing Agent. Prior to the transmission of the acceptance as specified above, a Cash Order for Creation will only represent the Authorized Participant's firm unilateral offer to (x) deposit into the Cash Account, the Total Basket NAV and Variable Fee for Delivery to a liquidity provider and (y) accept a Delivery of Baskets upon such liquidity provider's Delivery to the Custodian of the Total Basket Amount and will have no binding effect upon the Fund, the Transfer Agent, or any other party. Following the transmission of the acceptance as specified above, a Creation Order will be a binding agreement among (x) the Fund and the Authorized Participant for the Creation of Baskets in exchange for the Delivery of the Total Basket Amount, (y) the Manager and the Authorized Participant for the engagement by the Manager of a liquidity provider to deposit the Total Basket Amount with the Custodian and (z) the Manager and the Authorized Participant for the Delivery by the Authorized Participant of the Total Basket NAV and the Variable Fee to the Cash Account no later than 10:00 a.m. (New York time) on the Creation Settlement Date, in each case pursuant to the terms of the Creation Order and these Procedures. Subject to the Capped Amount, the Authorized Participant may submit an amended Creation Order changing the number of Baskets ordered no later than the Order Cutoff Time.

(ii) If a Creation Order is rejected, the Transfer Agent shall send to the Authorized Participant, via electronic mail message, as soon as reasonably practicable but no later than 2:30 p.m. (New York time) on the Order Date, a copy of the corresponding Creation Order endorsed "Declined" by the Marketing Agent. A Creation Order which is not properly completed will be deemed invalid and rejected by the Marketing Agent; the Authorized Participant may submit a corrected Creation Order no later than the Order Cutoff Time. If the Marketing Agent rejects a Creation Order pursuant to these Procedures or the Standard Terms, the Transfer Agent will promptly return to the Authorized Participant all consideration tendered by the Authorized Participant in respect of such rejected Creation Order.

(iii) Creation Orders not accepted or rejected by 2:30 p.m. (New York time) on the Order Date shall be accepted or rejected on the same Business Day as soon as practicable.

The Transfer Agent shall provide a written summary to the Manager of all accepted Cash Orders for Creation for such Order Date no later than 2:30 p.m. (New York time). Promptly following 4:00 p.m. (New York time) on the Trade Date, the Transfer Agent shall notify the Manager and the Authorized Participant of the Total Basket Amount, the Total Basket NAV and the dollar amount of any Variable Fees.

(f) Each Cash Order shall require (i) the Manager to engage a liquidity provider to obtain Digital Asset equal to the Total Basket Amount and (ii) the Authorized Participant to Deliver the Total Basket NAV and the Variable Fee to the Cash Account by 10:00 a.m. (New York time) on the Creation Settlement Date.

(g) Except as provided in Section 2.02(k) below, each Creation Order shall settle on the Creation Settlement Date. In connection with settlement, by 12:00 p.m. (New York time) on the Creation Settlement Date, or at such later date and time as the Transfer Agent and the Manager in their absolute discretion may agree in writing with the Authorized Participant (i) the Total Basket Amount must be deposited by the Manager, or a liquidity provider on behalf of the Manager (as the case may be), in the Fund's Digital Asset Account, (ii) the Authorized Participant shall have deposited the Total Basket NAV and the Variable Fee in the Cash Account in compliance with Section 2.02(f) above and (iii) the Authorized Participant shall have paid the Transfer Agent the Transaction Fee, if applicable, and all taxes, governmental charges and fees payable in connection with such deposit, the transfer of Digital Assets and the issuance and Delivery of Shares.

(h) On the Creation Settlement Date, or on such earlier date and time as the Transfer Agent in its absolute discretion may agree in writing with the Authorized Participant and the Manager, the Transfer Agent shall cause the Fund to issue the aggregate number of Shares corresponding to the Baskets ordered by the Authorized Participant and shall Deliver such Shares to the Authorized Participant, by credit to the account at DTC that the Authorized Participant shall have identified for such purpose in its Creation Order, no later than 6:00 p.m. (New York time) on the Creation Settlement Date; *provided* that, by 12:00 p.m. (New York time) on the Creation Settlement Date the Transfer Agent is notified that the Total Basket Amount has been deposited in the Fund's Digital Asset Account in compliance with the provisions of Section 2.02(g) above.

(i) Upon deposit of the Total Basket Amount in the Fund's Digital Asset Account, the Shares will be deemed issued and delivered with no further action required to be taken by the Fund or any other person; *provided* that, notwithstanding the foregoing, the Transfer Agent shall take the further actions contemplated hereby to evidence such issuance and delivery to the Authorized Participant.

(j) In the event that on the Creation Settlement Date, the Fund's Digital Asset Account shall not have been credited with the Total Basket Amount in compliance with the provisions of Section 2.02(g)(i) above, the Transfer Agent shall send to the Authorized Participant and the Manager via electronic mail message notice of such fact. The relevant Creation Order shall be deemed a failed trade and the Authorized Participant will be solely responsible for all damages, losses, costs and expenses incurred by the Fund, the Manager, any liquidity provider, the Transfer Agent or the Custodian related to the pending Creation Order, unless the Manager, in its sole discretion, chooses to complete such Creation Order by (i) applying any related Total Basket NAV to the purchase of Digital Assets constituting the Total Basket Amount and (ii) delivering such Digital Assets to the Fund's Digital Asset Account in satisfaction of the liquidity provider's delivery obligations. In the event that on the Creation Settlement Date, the Fund's Digital Asset Account shall have been credited with the Total Basket Amount in compliance with the provisions of Section 2.02(g)(i) above but the Authorized Participant shall not have deposited the Total Basket NAV and the Variable Fee in the Cash Account as required by Section 2.02(f), the Transfer Agent shall send to the Authorized Participant and the Manager via electronic mail message notice of such fact. The relevant Creation Order shall settle in accordance with Section 2.02(h) and the Authorized Participant will be solely responsible for all damages, losses, costs and expenses incurred by the Fund, the Transfer Agent, the Manager, any liquidity provider or the Custodian related to the Creation Order.

(k) The Transfer Agent shall under no circumstances cause the Fund to issue the aggregate number of Shares ordered until such time as the Total Basket Amount has been Delivered to the Fund.

(l) The foregoing provisions notwithstanding, none of the Authorized Participant, the Fund, the Transfer Agent, the Manager nor the Custodian shall be liable for any failure or delay in making Delivery of Shares, Digital Assets or cash, as the case may be, in respect of a Creation Order arising from nuclear fission or fusion, radioactivity, war, terrorist event, invasion, insurrection, civil commotion, riot, strike, act of government, public authority, public service or utility problems, power outages resulting in telephone, telecopy and computer failures, acts of God such as fires, floods or extreme weather conditions, market conditions or activities causing trading halts, systems failures involving computer or other information systems, including any failures or outages of the Digital Asset Network, affecting the Authorized Participant, the Manager, the Fund, the Transfer Agent, the Marketing Agent and the Custodian and similar extraordinary events beyond the Authorized Participant's, the Manager's, the Fund's, the Custodian's, the Marketing Agent's or the Transfer Agent's reasonable control. In the event of any such delay, the time to complete Delivery in respect of a Creation Order will be extended for a period equal to that during which the inability to perform continues as determined by the Transfer Agent in its sole discretion.

(m) Except as provided in Sections 2.02(f), 2.02(j) and the Standard Terms, none of the Transfer Agent, the Marketing Agent, the Manager nor the Custodian are under any duty to give notification of any defects or irregularities in any Creation Order or the Delivery of the Total Basket Amount, and shall not incur any liability for the failure to give any such notification.

(n) For the avoidance of doubt, the Fund shall not be liable to the Authorized Participant, the Transfer Agent, the Manager or any other party for actions taken or not taken in relation to Cash Orders for the Creation of Shares other than for a failure by the Fund to deliver Shares upon receipt of the Total Basket Amount.

Section 2.03. Creation of Shares Pursuant to Alternate Cash Orders. Unless otherwise specified by the Manager in writing, any Creation of Shares pursuant to a Cash Order shall be executed as an Alternate Cash Order. The Creation of Shares pursuant to Cash Orders to be executed as Alternate Cash Orders shall take place only in compliance with the rules set forth in Section 2.02(a) through (d), and the following rules of this Section 2.03:

(a) Creation Orders are accepted or rejected by the Marketing Agent. The Manager will determine if such Creation Order will be a Variable Fee Cash Order or an Actual Execution Cash Order, which determination will be communicated to the Authorized Participant. The Marketing Agent will accept or reject a Creation Order as soon as reasonably practicable following receipt of a properly completed Creation Order but no later than 2:30 p.m. (New York time) on the Order Date.

(i) If a Creation Order is accepted, the Transfer Agent shall send to the Authorized Participant, via electronic mail message, as soon as reasonably practicable but no later than 2:30 p.m. (New York time) on the Order Date, a copy of the corresponding Creation Order endorsed "Accepted" by the Marketing Agent. Prior to the transmission of the acceptance as specified above, an Alternate Cash Order for Creation will only represent the Authorized Participant's firm unilateral offer to (x) deposit into the Alternate Cash Account, the Total Basket NAV and, in the case of a Variable Fee Cash Order, any Variable Fee, for Delivery to a liquidity provider and (y) accept a Delivery of Baskets upon such liquidity provider's Delivery to the Custodian of the Total Basket Amount, and will have no binding effect upon the Fund, the Transfer Agent or any other party. Following the transmission of the acceptance as specified above, a Creation Order will be a binding agreement between the Fund and the Authorized Participant for the Creation of Baskets in exchange for the Delivery of the Total Basket Amount, in each case subject to (x) the Fund being in simultaneous possession of (1) the Total Basket NAV plus (A) in the case of a Variable Fee Cash Order, the Variable Fee or (B) in the case of an Actual Execution Cash Order, any Additional Creation Cash (as defined below), less any Excess Creation Cash, if applicable, in the Alternate Cash Account and (2) such Total Basket Amount, no later than 10:00 a.m. (New York time) on the Creation Settlement Date, (y) the Fund delivering such Total Basket NAV plus (A) in the case of a Variable Fee Cash Order, the Variable Fee or (B) in the case of an Actual Execution Cash Order, any Additional Creation Cash, less any Excess Creation Cash, if applicable, to the liquidity provider and (z) any remaining cash originally Delivered by the Authorized Participant to the Alternate Cash Account in connection with such Creation Order being returned to the Authorized Participant, in each case pursuant to the terms of the Creation Order and these Procedures. Subject to the Capped Amount, the Authorized Participant may submit an amended Creation Order changing the number of Baskets ordered no later than the Order Cutoff Time. For the avoidance of doubt, (i) in the event that, in connection with a Creation Order that is effected as an Actual Execution Cash Order, the Authorized Participant has Delivered cash to the Alternate Cash Account in excess of the total cash purchase price actually paid by the Fund

to purchase the corresponding Total Basket Amount (the "**Excess Creation Cash**"), such excess cash shall promptly be returned to the Authorized Participant and (ii) in the event that, in connection with a Creation Order that is effected as an Actual Execution Cash Order, the total cash purchase price to be paid by the Fund to purchase the corresponding Total Basket Amount exceeds the Total Basket NAV, the Authorized Participant shall deliver cash in the amount of such excess (the "**Additional Creation Cash**") to the Alternate Cash Account prior 10:00 a.m. (New York time) on the Creation Settlement Date.

(ii) If a Creation Order is rejected, the Transfer Agent shall send to the Authorized Participant, via electronic mail message, as soon as reasonably practicable but no later than 2:30 p.m. (New York time) on the Order Date, a copy of the corresponding Creation Order endorsed "Declined" by the Marketing Agent. A Creation Order which is not properly completed will be deemed invalid and rejected by the Marketing Agent; the Authorized Participant may submit a corrected Creation Order no later than the Order Cutoff Time. If the Marketing Agent rejects a Creation Order pursuant to these Procedures or the Standard Terms, the Transfer Agent will promptly return to the Authorized Participant all consideration tendered by the Authorized Participant in respect of such rejected Creation Order.

(iii) Creation Orders not accepted or rejected by 2:30 p.m. (New York time) on the Order Date shall be accepted or rejected on the same Business Day as soon as practicable.

The Transfer Agent shall provide a written summary to the Manager of all accepted Alternate Cash Orders for Creation for such Order Date no later than 2:30 p.m. (New York time). Promptly following 4:00 p.m. (New York time) on the Trade Date, the Transfer Agent shall notify the Manager and the Authorized Participant of the Total Basket Amount, the Total Basket NAV and the dollar amount of any Variable Fees.

(b) Each Alternate Cash Order shall require (i) the Manager to engage a liquidity provider to obtain Digital Asset equal to the Total Basket Amount and (ii) the Authorized Participant to Deliver the Total Basket NAV plus (A) in the case of a Variable Fee Cash Order, the Variable Fee or (B) in the case of an Actual Execution Cash Order, any Additional Creation Cash, less any Excess Creation Cash, if applicable, to the Alternate Cash Account by 10:00 a.m. (New York time) on the Creation Settlement Date.

(c) Except as provided in Section 2.03(g) below, each Creation Order shall settle on the Creation Settlement Date. In connection with settlement, by 12:00 p.m. (New York time) on the Creation Settlement Date, or at such later date and time as the Transfer Agent and the Manager in their absolute discretion may agree in writing with the Authorized Participant, (i) the Total Basket Amount must be deposited by a liquidity provider in the Fund's Digital Asset Account, (ii) the Authorized Participant shall have deposited the Total Basket NAV plus (A) in the case of a Variable Fee Cash Order, the Variable Fee or (B) in the case of an Actual Execution Cash Order, any Additional Creation Cash (or less any Excess Creation Cash), if applicable, in the Alternate Cash Account in compliance with Section 2.03(b) above and (iii) the Authorized Participant shall have paid the Transfer Agent the Transaction Fee, if applicable, and all taxes, governmental

charges and fees payable in connection with such deposit, the transfer of Digital Assets and the issuance and Delivery of Shares.

(d) On the Creation Settlement Date, or on such earlier date and time as the Transfer Agent in its absolute discretion may agree in writing with the Authorized Participant and the Manager, the Transfer Agent shall cause the Fund to issue the aggregate number of Shares corresponding to the Baskets ordered by the Authorized Participant and shall Deliver such Shares to the Authorized Participant, by credit to the account at DTC that the Authorized Participant shall have identified for such purpose in its Creation Order, no later than 6:00 p.m. (New York time) on the Creation Settlement Date; *provided* that, by 12:00 p.m. (New York time) on the Creation Settlement Date the Transfer Agent has been notified that the Total Basket Amount has been deposited in the Fund's Digital Asset Account in compliance with the provisions of Section 2.03(c) above.

(e) In the event that, by 10:00 a.m. on the Creation Settlement Date, either (x) the Fund's Digital Asset Account shall not have been credited with the Total Basket Amount in compliance with the provisions of Section 2.03(c)(i) above or (y) the Alternate Cash Account shall not have been credited with the Total Basket NAV plus (A) in the case of a Variable Fee Cash Order, the Variable Fee or (B) in the case of an Actual Execution Cash Order, any Additional Creation Cash (less any Excess Creation Cash), if applicable, in compliance with the provisions of Section 2.03(c)(ii) above, the Transfer Agent shall send to the Authorized Participant and the Manager via electronic mail message notice of such fact. The relevant Creation Order shall be deemed a failed trade and the Fund will return (x) the Total Basket Amount to the liquidity provider and/or (y) the Total Basket NAV plus (A) in the case of a Variable Fee Cash Order, the Variable Fee or (B) in the case of an Actual Execution Cash Order, any Additional Creation Cash (less any Excess Creation Cash), if applicable, to the Authorized Participant, in each case to the extent then in possession of the Fund.

(f) The Transfer Agent shall under no circumstances cause the Fund to issue the aggregate number of Shares ordered until such time as each of (x) the Total Basket Amount and (y) the Total Basket NAV plus (A) in the case of a Variable Fee Cash Order, the Variable Fee or (B) in the case of an Actual Execution Cash Order, any Additional Creation Cash (less any Excess Creation Cash), if applicable, has been Delivered to the Fund (and the Fund is in simultaneous possession of both).

(g) The foregoing provisions notwithstanding, none of the Authorized Participant, the Fund, the Transfer Agent, the Manager nor the Custodian shall be liable for any failure or delay in making Delivery of Shares, Digital Assets or cash, as the case may be, in respect of a Creation Order arising from nuclear fission or fusion, radioactivity, war, terrorist event, invasion, insurrection, civil commotion, riot, strike, act of government, public authority, public service or utility problems, power outages resulting in telephone, telecopy and computer failures, acts of God such as fires, floods or extreme weather conditions, market conditions or activities causing trading halts, systems failures involving computer or other information systems, including any failures or outages of the Digital Asset Network, affecting the Authorized Participant, the Manager, the Fund, the Transfer Agent, the Marketing Agent and the Custodian and similar extraordinary events beyond the Authorized Participant's, the Manager's, the Fund's, the Custodian's, the Marketing Agent's or the Transfer Agent's reasonable control. In the event of any such delay, the time to

complete Delivery in respect of a Creation Order will be extended for a period equal to that during which the inability to perform continues as determined by the Transfer Agent in its sole discretion.

(h) Except as provided in Sections 2.03(b), 2.03(f) and the Standard Terms, none of the Transfer Agent, the Marketing Agent, the Manager nor the Custodian are under any duty to give notification of any defects or irregularities in any Creation Order or the Delivery of the Total Basket Amount, and shall not incur any liability for the failure to give any such notification.

(i) For the avoidance of doubt, the Fund shall not be liable to the Authorized Participant, the Transfer Agent, the Manager or any other party for actions taken or not taken in relation to Alternate Cash Orders for the Creation of Shares other than for a failure by the Fund to deliver Shares (and, if applicable, any Excess Creation Cash) upon receipt and simultaneous possession of (x) the Total Basket Amount and (y) the Total Basket NAV plus (A) in the case of a Variable Fee Cash Order, the Variable Fee or (B) in the case of an Actual Execution Cash Order, any Additional Creation Cash, if applicable. The Manager and the Authorized Participant hereby agree, as a condition to the participation in the consummation of any such Alternate Cash Order, (A) to fully (and without exception) exculpate the Fund with respect to, and to irrevocably waive any and all claims against the Fund or the Fund Estate arising from or in connection with, such Alternate Cash Order and (B) to indemnify and hold the Fund harmless, in each case as provided in clause (g)(2) of Section 9 of the Authorized Participant Agreement.

Section 2.04. Suspension or Rejection of Creation of Shares. The Creation of Shares, whether pursuant to In-Kind Orders or Cash Orders, may be suspended or rejected under the circumstances specified in the LLC Agreement, these Procedures or the Standard Terms. If the Marketing Agent rejects a Creation Order pursuant to these Procedures or the Standard Terms, the Transfer Agent or Manager will notify the Authorized Participant as soon as reasonably practicable, and the Transfer Agent will promptly return to the Authorized Participant all consideration tendered by the Authorized Participant in respect of such rejected Creation Order. If the Fund, Transfer Agent or Manager suspends the right to submit Creation Orders pursuant to these Procedures or the Standard Terms, the Transfer Agent or Manager will notify the Authorized Participant as soon as reasonably practicable.

ARTICLE III
REDEMPTION PROCEDURES

Section 3.01. Redemption of Shares Pursuant to In-Kind Orders. The Redemption of Shares pursuant to In-Kind Orders shall take place only in compliance with the rules of this Section 3.01:

(a) Authorized Participants wishing to redeem one or more Baskets shall place a Redemption Order with the Transfer Agent no later than the Order Cutoff Time on any Business Day. Redemption Orders received by the Transfer Agent on or after the Order Cutoff Time on any Business Day shall be considered rejected unless determined otherwise by the Manager in writing in its sole discretion.

(b) The Trade Date for the Redemption of Shares pursuant to In-Kind Orders shall be the Order Date.

(c) For purposes of Section 3.01(a) above, a Redemption Order shall be deemed received by the Transfer Agent only when either of the following has occurred no later than the Order Cutoff Time:

(i) Telephone Order – An Authorized Representative shall have placed a telephone call to the Creation and Redemption Line informing the Transfer Agent that the Authorized Participant wishes to place a Redemption Order for a specified number of Baskets, received an Order Number from the Transfer Agent for insertion in the Redemption Order and submitted a properly completed, irrevocable Redemption Order in the form set out in Annex I-A to these Procedures executed by an Authorized Representative of such Authorized Participant via electronic mail message at the address specified in such Annex I-A, and such Redemption Order shall have been received by the Transfer Agent within thirty (30) minutes following such phone call; or

(ii) Web-based Order – An Authorized Representative shall have accessed the Transfer Agent's online services (nexen.bnymellon.com) and submitted a properly completed, irrevocable Redemption Order in the form set out in Annex I-A to these Procedures executed by an Authorized Representative of such Authorized Participant, via electronic mail message at the address specified in such Annex I-A.

(d) Redemption Orders are accepted or rejected by the Marketing Agent. The Marketing Agent will accept or reject a Redemption Order as soon as reasonably practicable following receipt of a properly completed Redemption Order but no later than 4:30 p.m. (New York time) on the Order Date.

(i) If a Redemption Order is accepted, the Transfer Agent shall send to the Authorized Participant (with a copy to the Custodian), via electronic mail message, as soon as reasonably practicable but no later than 4:30 p.m. (New York time) on the Order Date, a copy of the corresponding Redemption Order endorsed "Accepted" by the Marketing Agent and indicating the Basket Amount that the Custodian shall Deliver to the Authorized Participant (or its AP Designee) in respect of each Basket being redeemed. Prior to the transmission of the acceptance as specified above, an In-Kind Order for Redemption will only represent the Authorized Participant's firm unilateral offer for the Redemption of Baskets in exchange for a Delivery of the Total Basket Amount by the Custodian to the Authorized Participant (or its AP Designee) and will have no binding effect upon the Fund, the Transfer Agent, the Custodian, or any other party. Following the transmission of the acceptance as specified above, a Redemption Order will be a binding agreement between the Fund and the Authorized Participant for the Redemption of Baskets in exchange for the Delivery of Digital Assets pursuant to the terms of the Redemption Order and these Procedures. The Authorized Participant may submit an amended Redemption Order changing the number of Baskets to be redeemed no later than the Order Cutoff Time.

(ii) If a Redemption Order is rejected, the Transfer Agent shall send to the Authorized Participant (with a copy to the Custodian), via electronic mail message, as soon as reasonably practicable but no later than 4:30 p.m. (New York time) on the Order Date, a copy of the corresponding Redemption Order endorsed "Declined" by the Marketing Agent. A Redemption Order which is not properly completed will be deemed invalid and rejected by the Marketing Agent; the Authorized Participant may submit a corrected Redemption Order no later than the Order Cutoff Time. If the Marketing Agent rejects a Redemption Order pursuant to these Procedures or the Standard Terms, the Transfer Agent will promptly return to the Authorized Participant all consideration tendered by the Authorized Participant in respect of such rejected Redemption Order.

(e) The Transfer Agent shall provide a written summary to the Manager and the Custodian of all accepted In-Kind Orders for Redemption for such Order Date no later than 5:00 p.m. (New York time).

(f) Except as provided in Section 3.01(h) below, each Redemption Order shall settle on the Redemption Settlement Date. In connection with settlement, by 12:00 p.m. (New York time) on the Redemption Settlement Date, or at such later date and time as the Transfer Agent and the Manager in their absolute discretion may agree in writing with the Authorized Participant (i) the Baskets to be redeemed must be Delivered to the Transfer Agent by the Authorized Participant and (ii) the Authorized Participant shall have paid the Transfer Agent the Transaction Fee, if applicable, and all taxes, governmental charges and fees payable in connection with such deposit, the transfer of Digital Assets and the Delivery of Shares, and any expenses incurred in connection with the Delivery of Digital Assets.

(g) On the Redemption Settlement Date, or on such earlier date and time as the Transfer Agent in its absolute discretion may agree in writing with the Authorized Participant and the Manager, the Transfer Agent shall instruct the Custodian to Deliver the Total Basket Amount to the Authorized Participant Self-Administered Account no later than 4:30 p.m. (New York time) on the Redemption Settlement Date; *provided* that, by 12:00 p.m. (New York time) on the Redemption Settlement Date the Authorized Participant has Delivered to the Transfer Agent's account at DTC the total number of Shares corresponding to the total number of Baskets to be redeemed by such Authorized Participant pursuant to such Redemption Order.

(h) In the event that on the Redemption Settlement Date, the Transfer Agent's account at DTC shall not have been credited with the total number of Shares corresponding to the total number of Baskets to be redeemed in compliance with the provisions of Section 3.01(f)(i) above, the Transfer Agent shall send to the Authorized Participant, the Manager and the Custodian via electronic mail message notice of such fact.

(i) The Transfer Agent and the Manager each agree not to treat such Redemption Order as a failed trade or a failed settlement provided that as soon as practicable between 4:00 p.m. and 6:00 p.m. (New York time) on the Redemption Settlement Date, the Authorized Participant shall wire the Collateral Amount to the Cash Account.

(ii) If the Authorized Participant fails to deposit the Collateral Amount in the Cash Account as provided in Section 3.01(h)(i) or the Transfer Agent's account at DTC shall not

have been credited with the total number of Shares corresponding to the total number of Baskets to be redeemed by 12:00 p.m. (New York time) on the Business Day following the Redemption Settlement Date, then the Manager and Transfer Agent may (A) deem the relevant Redemption Order as a failed trade and the Authorized Participant will be solely responsible for all damages, losses, costs and expenses incurred by the Fund, the Manager, the Transfer Agent or the Custodian related to the pending Redemption Order or (B) complete such Redemption Order by (1) applying the Collateral Amount to the purchase, for the account of the Authorized Participant, of Shares and (2) crediting such Shares to the Transfer Agent's account at DTC in satisfaction of the Authorized Participant's delivery obligations under such Redemption Order.

(iii) Notwithstanding the foregoing, if the Authorized Participant has deposited the Collateral Amount in accordance with the requirements of Section 3.01(h)(i) but the Transfer Agent's account at DTC shall not have been credited with the total number of Shares corresponding to the total number of Baskets to be redeemed by 12:00 p.m. (New York time) on the Business Day following the Redemption Settlement Date, the Manager and the Transfer Agent may nonetheless agree not to treat such Redemption Order as a failed trade, provided that (i) if the U.S. dollar value of the Total Basket Amount exceeds the Collateral Amount, as determined using the Index Price on the previous Business Day, then by 6:00 p.m. (New York time) on such Business Day, the Authorized Participant deposits in the Cash Account an additional amount in U.S. dollars such that the amount in the Cash Account is equal to 115% of the U.S. dollar value of the Total Basket Amount, as determined using the Index Price on the previous Business Day, and (ii) the Transfer Agent's account at DTC shall have been credited with the total number of Shares corresponding to the total number of Baskets to be redeemed by 12:00 p.m. (New York time) on the following Business Day. If the Authorized Participant fails to deposit such excess amount in the Cash Account or the Transfer Agent's account at DTC shall not have been credited with the total number of Shares corresponding to the total number of Baskets to be redeemed, the Manager and Transfer Agent may (A) deem the relevant Redemption Order as a failed trade and the Authorized Participant will be solely responsible for all damages, losses, costs and expenses incurred by the Fund, the Manager, the Transfer Agent or the Custodian related to the pending Redemption Order or (B) complete such Redemption Order by (1) applying the Collateral Amount (and any excess amount subsequently deposited in respect thereof) to the purchase, for the account of the Authorized Participant, of Shares and (2) crediting such Shares to the Transfer Agent's account at DTC in satisfaction of the Authorized Participant's delivery obligations under such Redemption Order.

(iv) If the Manager and the Transfer Agent deem the relevant Creation Order a failed trade in accordance with Section 3.01(h)(ii) or Section 3.01(h)(iii), they shall return the Collateral Amount (and any additional amount deposited pursuant to this Section 3.01(h)) by wire transfer to the Authorized Participant.

(v) The Transfer Agent shall instruct the Custodian to Deliver the Total Basket Amount to the Authorized Participant Self-Administered Account no later than 4:30 p.m. (New York time) on date on which the Authorized Participant has Delivered to the Transfer Agent's account at DTC the total number of Shares corresponding to the total number of

Baskets to be redeemed by such Authorized Participant pursuant to such Redemption Order prior to 12:00 p.m. (New York time) on such date.

(i) The Transfer Agent shall under no circumstances cause the Custodian to Deliver to the Authorized Participant the Total Basket Amount until the Authorized Participant Delivers the corresponding number of Shares.

(j) Once the Transfer Agent has received the Shares pursuant to Section 3.01(g) or 3.01(h) above, the Transfer Agent shall instruct the Transfer Agent to cancel such Shares.

(k) The foregoing provisions notwithstanding, none of the Authorized Participant, the Fund, the Transfer Agent, the Manager nor the Custodian shall be liable for any failure or delay in making Delivery of Shares, Digital Assets or cash, as the case may be, in respect of a Redemption Order arising from nuclear fission or fusion, radioactivity, war, terrorist event, invasion, insurrection, civil commotion, riot, strike, act of government, public authority, public service or utility problems, power outages resulting in telephone, telecopy and computer failures, acts of God such as fires, floods or extreme weather conditions, market conditions or activities causing trading halts, systems failures involving computer or other information systems, including any failures or outages of the Digital Asset Network, affecting the Authorized Participant, the Manager, the Fund, the Transfer Agent, the Marketing Agent and the Custodian and similar extraordinary events beyond the Authorized Participant's, the Manager's, the Fund's, the Custodian's, the Marketing Agent's or the Transfer Agent's reasonable control. In the event of any such delay, the time to complete Delivery in respect of a Redemption Order will be extended for a period equal to that during which the inability to perform continues as determined by the Transfer Agent in its sole discretion.

(l) Except as provided in Sections 3.01(e), 3.01(h) and the Standard Terms, none of the Transfer Agent, the Marketing Agent, the Manager nor the Custodian are under any duty to give notification of any defects or irregularities in any Redemption Order or the Delivery of the Shares, and shall not incur any liability for the failure to give any such notification.

Section 3.02. Redemption of Shares Pursuant to Cash Orders. The Redemption of Shares pursuant to Cash Orders that are not Alternate Cash Orders shall only take place if approved by the Manager in writing in its absolute discretion and on a case-by-case basis. If accepted by the Manager, such Redemption of Shares shall take place only in compliance with the rules of this Section 3.02:

(a) Authorized Participants wishing to redeem one or more Baskets may place a Redemption Order with the Transfer Agent no later than the Order Cutoff Time on any Business Day. Redemption Orders received by the Transfer Agent on or after the Order Cutoff Time on any Business Day shall be considered rejected unless determined otherwise by the Manager in writing in its sole discretion.

(b) The Trade Date for the Redemption of Shares pursuant to Cash Orders shall be the Order Date.

(c) For purposes of Section 3.02(a) above, a Redemption Order shall be deemed received by the Transfer Agent only when either of the following has occurred no later than the Order Cutoff Time:

(i) Telephone Order – An Authorized Representative shall have placed a telephone call to the Creation and Redemption Line informing the Transfer Agent that the Authorized Participant wishes to place a Redemption Order for a specified number of Baskets, received an Order Number from the Transfer Agent for insertion in the Redemption Order and submitted a properly completed, irrevocable Redemption Order in the form set out in Annex I-A to these Procedures executed by an Authorized Representative of such Authorized Participant via electronic mail message at the address specified in such Annex I-A, and such Redemption Order shall have been received by the Transfer Agent within thirty (30) minutes following such phone call; or

(ii) Web-based Order – An Authorized Representative shall have accessed the Transfer Agent's online services (nexen.bnymellon.com) and submitted a properly completed, irrevocable Redemption Order in the form set out in Annex I-A to these Procedures executed by an Authorized Representative of such Authorized Participant, via electronic mail message at the address specified in such Annex I-A.

(d) Redemption Orders are accepted or rejected by the Marketing Agent. The Marketing Agent will accept or reject a Redemption Order as soon as reasonably practicable following receipt of a properly completed Redemption Order but no later than 2:30 p.m. (New York time) on the Order Date.

(i) If a Redemption Order is accepted, the Transfer Agent shall send to the Authorized Participant (with a copy to the Custodian), via electronic mail message, as soon as reasonably practicable but no later than 2:30 p.m. (New York time) on the Order Date, a copy of the corresponding Redemption Order endorsed "Accepted" by the Marketing Agent. Prior to the transmission of the acceptance as specified above, a Cash Order for Redemption will only represent the Authorized Participant's firm unilateral offer to (x) deposit Baskets for cancellation upon the Fund's Delivery of the Total Basket Amount to a Liquidity Provider Account in exchange for (y) a Delivery by the Manager or a Manager Agent of cash to the Authorized Participant in an amount equal to the Total Basket NAV pursuant to the provisions of Section 3.02(f), after deduction of the Transaction Fee, the Variable Fee and all taxes, governmental charges and fees payable in connection with such deposit, the transfer of Digital Assets and the Delivery of Shares, and any expenses incurred in connection with the Delivery of Digital Assets (the "**Cash Order Delivery Amount**") and will have no binding effect upon the Fund, the Transfer Agent or any other party. Following the transmission of the acceptance as specified above, a Redemption Order will be a binding agreement among (i) the Fund and the Authorized Participant for the Redemption of Baskets in exchange for the Delivery of the Total Basket Amount to a Liquidity Provider Account, (ii) the Manager and the Authorized Participant for the engagement by the Manager of a liquidity provider to receive the Total Basket Amount and (iii) the Manager and the Authorized Participant for the Delivery of the Cash Order Delivery Amount to the Authorized Participant on the Redemption Settlement Date, in each case pursuant to the terms of the Redemption Order and these Procedures. The

Authorized Participant may submit an amended Redemption Order changing the number of Baskets to be redeemed no later than the Order Cutoff Time.

(ii) If a Redemption Order is rejected, the Transfer Agent shall send to the Authorized Participant (with a copy to the Custodian), via electronic mail message, as soon as reasonably practicable but no later than 2:30 p.m. (New York time) on the Order Date, a copy of the corresponding Redemption Order endorsed "Declined" by the Marketing Agent. A Redemption Order which is not properly completed will be deemed invalid and rejected by the Marketing Agent; the Authorized Participant may submit a corrected Redemption Order no later than the Order Cutoff Time. If the Marketing Agent rejects a Redemption Order pursuant to these Procedures or the Standard Terms, the Transfer Agent will promptly return to the Authorized Participant all consideration tendered by the Authorized Participant in respect of such rejected Redemption Order.

(e) The Transfer Agent shall provide a written summary to the Manager and the Custodian of all accepted Cash Orders for Redemption for such Order Date no later than 12:00 p.m. (New York time). Promptly following receipt of the written summary of accepted Redemption Orders pursuant to 3.02(d) above, the Manager shall notify a liquidity provider as soon as practicable thereafter.

(f) Except as provided in Section 3.02(i), each Redemption Order shall settle on the Redemption Settlement Date. In connection with settlement, by 12:00 p.m. (New York time) on the Redemption Settlement Date, or at such later date and time as the Transfer Agent and the Manager in their absolute discretion may agree in writing with the Authorized Participant, (i) the Baskets to be redeemed must be Delivered to the DTC account of the Transfer Agent by the Authorized Participant and (ii) the Total Basket NAV, less the Variable Fee, must be deposited in the Cash Account by the relevant liquidity provider at the instruction of the Manager.

(g) On the Redemption Settlement Date, or on such earlier date and time as the Transfer Agent in its absolute discretion may agree in writing with the Authorized Participant and the Manager, (i) the Manager Agent shall send the Cash Order Delivery Amount to the Authorized Participant, by wire to the account that the Authorized Participant shall have identified for such purpose in its Redemption Order, and (ii) the Transfer Agent shall cause the Fund to Deliver the Total Basket Amount to the Liquidity Provider Account, in each case no later than 4:30 p.m. (New York time) on the Redemption Settlement Date; *provided* that, by 12:00 p.m. (New York time) on the Redemption Settlement Date (i) the Authorized Participant has Delivered to the Transfer Agent's account at DTC the total number of Baskets to be redeemed by such Authorized Participant pursuant to such Redemption Order and (ii) the Total Basket NAV, less the Variable Fee, shall have been deposited in the Cash Account by the relevant liquidity provider at the instruction of the Manager.

(h) In the event that on the Redemption Settlement Date, the Transfer Agent's account at DTC shall not have been credited with the total number of Shares corresponding to the total number of Baskets to be redeemed in compliance with the provisions of Section 3.02(f) above, the Transfer Agent shall send to the Authorized Participant, the Manager and the Custodian via electronic mail message notice of such fact.

(i) The Transfer Agent and the Manager each agree not to treat such Redemption Order as a failed trade or a failed settlement provided that as soon as practicable between 4:00 p.m. and 6:00 p.m. (New York time) on the Redemption Settlement Date, the Authorized Participant shall wire the Collateral Amount to the Cash Account.

(ii) If the Authorized Participant fails to deposit the Collateral Amount in the Cash Account as provided in Section 3.02(h)(i) or the Transfer Agent's account at DTC shall not have been credited with the total number of Shares corresponding to the total number of Baskets to be redeemed by 12:00 p.m. (New York time) on the Business Day following the Redemption Settlement Date, then the Manager and Transfer Agent may (A) deem the relevant Redemption Order as a failed trade and the Authorized Participant will be solely responsible for all damages, losses, costs and expenses incurred by the Fund, the Manager, any liquidity provider, the Transfer Agent or the Custodian related to the pending Redemption Order or (B) complete such Redemption Order by (1) applying the Collateral Amount to the purchase, for the account of the Authorized Participant, of Shares, (2) crediting such Shares to the Transfer Agent's account at DTC in satisfaction of the Authorized Participant's delivery obligations under such Redemption Order and (3) causing the Fund to deliver the Total Basket Amount to the relevant liquidity provider.

(iii) Notwithstanding the foregoing, if the Authorized Participant has deposited the Collateral Amount in accordance with the requirements of Section 3.02(h)(i) but the Transfer Agent's account at DTC shall not have been credited with the total number of Shares corresponding to the total number of Baskets to be redeemed by 12:00 p.m. (New York time) on the Business Day following the Redemption Settlement Date, the Transfer Agent and the Manager may nonetheless agree not to treat such Redemption Order as a failed trade, provided that (i) if the U.S. dollar value of the Total Basket Amount exceeds the Collateral Amount, as determined using the Index Price on the previous Business Day, then by 6:00 p.m. (New York time) on such Business Day, the Authorized Participant deposits in the Cash Account an additional amount in U.S. dollars such that the amount in the Cash Account is equal to 115% of the U.S. dollar value of the Total Basket Amount, as determined using the Index Price on the previous Business Day and (ii) the Transfer Agent's account at DTC shall have been credited with the total number of Shares corresponding to the total number of Baskets to be redeemed by 12:00 p.m. (New York time) on the following Business Day. If the Authorized Participant fails to deposit such excess amount in the Cash Account or the Transfer Agent's account at DTC shall not have been credited with the total number of Shares corresponding to the total number of Baskets to be redeemed, the Manager and Transfer Agent may (A) deem the relevant Redemption Order as a failed trade and the Authorized Participant will be solely responsible for all damages, losses, costs and expenses incurred by the Fund, the Manager, any liquidity provider, the Transfer Agent or the Custodian related to the pending Redemption Order or (B) complete such Redemption Order by (1) applying the Collateral Amount to the purchase, for the account of the Authorized Participant, of Shares, (2) crediting such Shares to the Transfer Agent's account at DTC in satisfaction of the Authorized Participant's delivery obligations under such Redemption Order and (3) causing the Fund to deliver the Total Basket Amount to the relevant liquidity provider.

(iv) If the Manager and the Transfer Agent deem the relevant Redemption Order a failed trade in accordance with Section 3.02(h)(ii) or Section 3.02(h)(iii), they shall promptly return the Collateral Amount (and any additional amount deposited pursuant to this Section 3.02(i)) by wire transfer to the Authorized Participant.

(v) (A) The Manager Agent shall send the Cash Order Delivery Amount to the Authorized Participant, by wire to the account that the Authorized Participant shall have identified for such purpose in its Redemption Order, and (B) the Transfer Agent shall cause the Fund to Deliver the Total Basket Amount to the Liquidity Provider Account, in each case on the date on which (1) the Authorized Participant has Delivered to the Transfer Agent's account at DTC the total number of Baskets to be redeemed by such Authorized Participant pursuant to such Redemption Order and (2) the Total Basket NAV, less the Variable Fee, shall have been deposited in the Cash Account by the relevant liquidity provider at the instruction of the Manager, in each case, prior to 12:00 p.m. (New York time) on such date.

(i) The Transfer Agent shall under no circumstances wire the Cash Order Delivery Amount to the Authorized Participant until the Authorized Participant Delivers the corresponding number of Shares to the Transfer Agent.

(j) In the event that, upon notification by the Transfer Agent that the Shares have been Delivered, the Cash Account shall not have been credited with the Total Basket NAV, less any Variable Fee, from a liquidity provider at the direction of the Manager, the Transfer Agent shall send to the Authorized Participant, the Manager and the Custodian via electronic mail message notice of such fact. If the Redemption Order is deemed a failed trade, the Transfer Agent shall return the Shares to the Authorized Participant. The Authorized Participant will be solely responsible for all damages, losses, costs and expenses incurred by the Fund, the Transfer Agent, the Manager or the Custodian related to the pending Redemption Order for failure to Deliver the Total Basket NAV, less any Variable Fee, to the Cash Account.

(k) Once the Transfer Agent has received the Shares from the Authorized Participant pursuant to Section 3.02(h) or 3.02(i) above and the Total Basket NAV, less any Variable Fee, has been Delivered to the Cash Account, the Transfer Agent shall promptly (x) instruct (i) the Transfer Agent to cancel such Shares and (ii) the Custodian to Deliver the Total Basket Amount to the applicable Liquidity Provider Account. Notwithstanding anything to the contrary herein, upon the Delivery of the Total Basket Amount to the Liquidity Provider Account, whether pursuant to Section 3.02(h) or this Section 3.02(k), and without further action by any Person, the Shares comprising the corresponding Baskets shall be deemed irrevocably canceled and retired; *provided* that, notwithstanding the foregoing, the Transfer Agent shall take the further actions contemplated hereby to evidence such cancellation.

(l) The foregoing provisions notwithstanding, none of the Authorized Participant, the Fund, the Transfer Agent, the Manager nor the Custodian shall be liable for any failure or delay in making Delivery of Shares, Digital Assets or cash, as the case may be, in respect of a Redemption Order arising from nuclear fission or fusion, radioactivity, war, terrorist event, invasion, insurrection, civil commotion, riot, strike, act of government, public authority, public service or utility problems, power outages resulting in telephone, telecopy and computer failures, acts of God

such as fires, floods or extreme weather conditions, market conditions or activities causing trading halts, systems failures involving computer or other information systems, including any failures or outages of the Digital Asset Network, affecting the Authorized Participant, the Manager, the Fund, the Transfer Agent, the Marketing Agent and the Custodian and similar extraordinary events beyond the Authorized Participant's, the Manager's, the Fund's, the Custodian's, the Marketing Agent's or the Transfer Agent's reasonable control. In the event of any such delay, the time to complete Delivery in respect of a Redemption Order will be extended for a period equal to that during which the inability to perform continues as determined by the Transfer Agent in its sole discretion.

(m) Except as provided in Sections 3.02(e), 3.02(i) and the Standard Terms, none of the Transfer Agent, the Marketing Agent, the Manager nor the Custodian are under any duty to give notification of any defects or irregularities in any Redemption Order or the Delivery of the Shares, and shall not incur any liability for the failure to give any such notification.

(n) For the avoidance of doubt, the Fund shall not be liable to the Authorized Participant, the Transfer Agent, the Manager or any other party for actions taken or not taken in relation to Cash Orders for the Redemption of Shares other than a failure to deliver the Total Basket Amount to the Liquidity Provider Account upon receipt of Shares.

Section 3.03 Redemption of Shares Pursuant to Alternate Cash Orders. Unless otherwise specified by the Manager in writing, any Redemption of Shares pursuant to a Cash Order shall be executed as an Alternate Cash Order, which for the avoidance of doubt, shall only take place if approved by the Manager in writing in its absolute discretion and on a case-by-case basis. If accepted by the Manager, such Redemption of Shares shall take place only in compliance with the rules set forth in Section 3.02(a) through (c), and the following rules of this Section 3.03:

(a) Redemption Orders are accepted or rejected by the Marketing Agent. The Manager will determine if such Redemption Order will be a Variable Fee Cash Order or an Actual Execution Cash Order, which determination will be communicated to the Authorized Participant. The Marketing Agent will accept or reject a Redemption Order as soon as reasonably practicable following receipt of a properly completed Redemption Order but no later than 2:30 p.m. (New York time) on the Order Date.

(i) If a Redemption Order is accepted, the Transfer Agent shall send to the Authorized Participant (with a copy to the Custodian), via electronic mail message, as soon as reasonably practicable but no later than 2:30 p.m. (New York time) on the Order Date, a copy of the corresponding Redemption Order endorsed "Accepted" by the Marketing Agent. Prior to the transmission of the acceptance as specified above, an Alternate Cash Order for Redemption will only represent the Authorized Participant's firm unilateral offer to (x) deposit Baskets for cancellation upon the Fund's Delivery of the Total Basket Amount to a Liquidity Provider Account in exchange for (y) a Delivery by the Fund of cash to the Authorized Participant in an amount equal to the Cash Order Delivery Amount (as adjusted, if applicable, pursuant to clause (ii) of the final sentence of this Section 3.03(a)(i)), and will have no binding effect upon the Fund, the Transfer Agent or any other party. Following the transmission of the acceptance as specified above, a Redemption Order will be a binding agreement between the Fund and the Authorized Participant for the

Redemption of Baskets in exchange for the Delivery of the Total Basket Amount to a Liquidity Provider Account, in each case subject to (x) the Fund being in simultaneous possession of (A) in the case of a Variable Fee Cash Order, the Total Basket NAV less any Variable Fee; or (B) in the case of an Actual Execution Cash Order, the Total Basket NAV less any Redemption Cash Shortfall (as defined below) (plus any Additional Redemption Cash), if applicable, in the Alternate Cash Account and such Baskets to be redeemed, (y) the Fund delivering the Total Basket Amount to the liquidity provider and (z) any remaining cash in the Alternate Cash Account attributable to such Cash Order being Delivered to the Authorized Participant, in each case pursuant to the terms of the Redemption Order and these Procedures. The Authorized Participant may submit an amended Redemption Order changing the number of Baskets to be redeemed no later than the Order Cutoff Time. For the avoidance of doubt, (i) in the event that, in connection with a Redemption Order that is effected as an Actual Execution Cash Order, the total cash proceeds Delivered to the Alternate Cash Account exceeds the Total Basket NAV (the amount of such excess, the "Additional Redemption Cash"), such excess cash shall promptly be Delivered to the Authorized Participant and (ii) in the event that, in connection with a Redemption Order that is effected as an Actual Execution Cash Order, the total cash proceeds Delivered to the Alternate Cash Account is less than the Total Basket NAV (the amount of such difference, the "**Redemption Cash Shortfall**"), the amount of cash to be Delivered to the Authorized Participant in connection with such Redemption Order shall be reduced by the amount of such Redemption Cash Shortfall.

(ii) If a Redemption Order is rejected, the Transfer Agent shall send to the Authorized Participant (with a copy to the Custodian), via electronic mail message, as soon as reasonably practicable but no later than 2:30 p.m. (New York time) on the Order Date, a copy of the corresponding Redemption Order endorsed "Declined" by the Marketing Agent. A Redemption Order which is not properly completed will be deemed invalid and rejected by the Marketing Agent; the Authorized Participant may submit a corrected Redemption Order no later than the Order Cutoff Time. If the Marketing Agent rejects a Redemption Order pursuant to these Procedures or the Standard Terms, the Transfer Agent will promptly return to the Authorized Participant all consideration tendered by the Authorized Participant in respect of such rejected Redemption Order and the Fund will promptly return to the liquidity provider all consideration tendered by the liquidity provider in respect of such rejected Redemption Order.

(b) The Transfer Agent shall provide a written summary to the Manager and the Custodian of all accepted Alternate Cash Orders for Redemption for such Order Date no later than 12:00 p.m. (New York time). Promptly following receipt of the written summary of accepted Redemption Orders pursuant to 3.03(a) above, the Manager shall notify a liquidity provider as soon as practicable thereafter.

(c) Except as provided in Section 3.03(g), each Redemption Order shall settle on the Redemption Settlement Date. In connection with settlement, by 12:00 p.m. (New York time) on the Redemption Settlement Date, or at such later date and time as the Transfer Agent and the Manager in their absolute discretion may agree in writing with the Authorized Participant, (i) the Baskets to be redeemed must be Delivered to the DTC account of the Transfer Agent by the Authorized Participant and (ii) (A) in the case of a Variable Fee Cash Order, the Total Basket NAV

less any Variable Fee; or (B) in the case of an Actual Execution Cash Order, the Total Basket NAV less any Redemption Cash Shortfall (plus any Additional Redemption Cash), if applicable, must be deposited in the Alternate Cash Account by the relevant liquidity provider at the instruction of the Manager.

(d) On the Redemption Settlement Date, or on such earlier date and time as the Transfer Agent in its absolute discretion may agree in writing with the Authorized Participant and the Manager, (i) the Fund shall send the Cash Order Delivery Amount (less any Redemption Cash Shortfall) to the Authorized Participant, by wire to the account that the Authorized Participant shall have identified for such purpose in its Redemption Order, and (ii) the Transfer Agent shall cause the Fund to Deliver the Total Basket Amount to the Liquidity Provider Account, in each case no later than 4:30 p.m. (New York time) on the Redemption Settlement Date; *provided* that, by 12:00 p.m. (New York time) on the Redemption Settlement Date (i) the Authorized Participant has Delivered to the Transfer Agent's account at DTC the total number of Baskets to be redeemed by such Authorized Participant pursuant to such Redemption Order and (ii) (A) in the case of a Variable Fee Cash Order, the Total Basket NAV less any Variable Fee; or (B) in the case of an Actual Execution Cash Order, the Total Basket NAV less any Redemption Cash Shortfall (plus any Additional Redemption Cash), if applicable, shall have been deposited in the Alternate Cash Account by the relevant liquidity provider at the instruction of the Manager.

(e) In the event that on the Redemption Settlement Date, the Transfer Agent's account at DTC shall not have been credited with the total number of Shares corresponding to the total number of Baskets to be redeemed in compliance with the provisions of Section 3.03(c) above, the Transfer Agent shall send to the Authorized Participant, the Manager and the Custodian via electronic mail message notice of such fact. The Manager and Transfer Agent may deem the relevant Redemption Order as a failed trade, and the Fund shall return (A) in the case of a Variable Fee Cash Order, the Total Basket NAV less any Variable Fee; or (B) in the case of an Actual Execution Cash Order, the Total Basket NAV less any Redemption Cash Shortfall (plus any Additional Redemption Cash), if applicable, to the relevant liquidity provider. The Authorized Participant will be solely responsible for all damages, losses, costs and expenses incurred by the Fund, the Manager, any liquidity provider, the Transfer Agent or the Custodian related to the pending Redemption Order for failure to deliver the Baskets to the Transfer Agent's account at DTC.

(f) In the event that, upon notification by the Transfer Agent that the Shares have been Delivered, the Alternate Cash Account shall not have been credited with (A) in the case of a Variable Fee Cash Order, the Total Basket NAV less any Variable Fee; or (B) in the case of an Actual Execution Cash Order, the Total Basket NAV less any Redemption Cash Shortfall (plus any Additional Redemption Cash), if applicable, from a liquidity provider at the direction of the Manager, the Transfer Agent shall send to the Authorized Participant, the Manager and the Custodian via electronic mail message notice of such fact. The Manager and Transfer Agent shall deem the relevant Redemption Order as a failed trade, and the Transfer Agent shall return the Shares to the Authorized Participant. The Authorized Participant will be solely responsible for all damages, losses, costs and expenses incurred by the Fund, the Transfer Agent, the Manager or the Custodian related to the pending Redemption Order for failure to Deliver (A) in the case of a Variable Fee Cash Order, the Total Basket NAV less any Variable Fee; or (B) in the case of an

Actual Execution Cash Order, the Total Basket NAV less any Redemption Cash Shortfall (plus any Additional Redemption Cash), if applicable, to the Alternate Cash Account.

(g) The Transfer Agent shall under no circumstances wire the Cash Order Delivery Amount to the Authorized Participant until such time as (x) the Authorized Participant has Delivered the corresponding number of Shares to the Transfer Agent and (y) (A) in the case of a Variable Fee Cash Order, the Total Basket NAV less any Variable Fee; or (B) in the case of an Actual Execution Cash Order, the Total Basket NAV less any Redemption Cash Shortfall (plus any Additional Redemption Cash), if applicable, has been Delivered to the Fund (and the Fund and/or the Transfer Agent are in simultaneous possession of both).

(h) Once the Transfer Agent has received the Shares from the Authorized Participant pursuant to Section 3.03(e) above and (A) in the case of a Variable Fee Cash Order, the Total Basket NAV less any Variable Fee; or (B) in the case of an Actual Execution Cash Order, the Total Basket NAV less any Redemption Cash Shortfall (plus any Additional Redemption Cash), if applicable, has been Delivered to the Alternate Cash Account, the Transfer Agent shall promptly (x) instruct (i) the Transfer Agent to cancel such Shares and Deliver (A) in the case of a Variable Fee Cash Order, the Total Basket NAV less any Variable Fee; or (B) in the case of an Actual Execution Cash Order, the Total Basket NAV less any Redemption Cash Shortfall (plus any Additional Redemption Cash), if applicable, to the Authorized Participant and (ii) the Custodian to Deliver the Total Basket Amount to the applicable Liquidity Provider Account. In the event that, by 12:00 p.m. on the Redemption Settlement Date, either (x) the Alternate Cash Account shall not have been credited with (A) in the case of a Variable Fee Cash Order, the Total Basket NAV less any Variable Fee; or (B) in the case of an Actual Execution Cash Order, the Total Basket NAV less any Redemption Cash Shortfall (plus any Additional Redemption Cash), if applicable, in compliance with the provisions of Section 3.03(c)(ii) above or (y) the Transfer Agent shall not have received the Shares from the Authorized Participant in compliance with the provisions of Section 3.03(c)(i) above, the Transfer Agent shall send to the Authorized Participant and the Manager via electronic mail message notice of such fact. The relevant Redemption Order shall be deemed a failed trade and the Fund will return (x) (A) in the case of a Variable Fee Cash Order, the Total Basket NAV less any Variable Fee; or (B) in the case of an Actual Execution Cash Order, the Total Basket NAV less any Redemption Cash Shortfall (plus any Additional Redemption Cash), if applicable, to the liquidity provider and/or (y) the Shares to the Authorized Participant, in each case to the extent received by the Fund.

(i) The foregoing provisions notwithstanding, none of the Authorized Participant, the Fund, the Transfer Agent, the Manager nor the Custodian shall be liable for any failure or delay in making Delivery of Shares, Digital Assets or cash, as the case may be, in respect of a Redemption Order arising from nuclear fission or fusion, radioactivity, war, terrorist event, invasion, insurrection, civil commotion, riot, strike, act of government, public authority, public service or utility problems, power outages resulting in telephone, telecopy and computer failures, acts of God such as fires, floods or extreme weather conditions, market conditions or activities causing trading halts, systems failures involving computer or other information systems, including any failures or outages of the Digital Asset Network, affecting the Authorized Participant, the Manager, the Fund, the Transfer Agent, the Marketing Agent and the Custodian and similar extraordinary events beyond the Authorized Participant's, the Manager's, the Fund's, the Custodian's, the Marketing Agent's or the Transfer Agent's reasonable control. In the event of any such delay, the time to

complete Delivery in respect of a Redemption Order will be extended for a period equal to that during which the inability to perform continues as determined by the Transfer Agent in its sole discretion.

(j) Except as provided in Sections 3.03(b), 3.03(e), 3.03(f) and the Standard Terms, none of the Transfer Agent, the Marketing Agent, the Manager nor the Custodian are under any duty to give notification of any defects or irregularities in any Redemption Order or the Delivery of the Shares, and shall not incur any liability for the failure to give any such notification.

(k) For the avoidance of doubt, the Fund shall not be liable to the Authorized Participant, the Transfer Agent, the Manager or any other party for actions taken or not taken in relation to Alternate Cash Orders for the Redemption of Shares other than a failure to deliver (1) the Total Basket Amount to the Liquidity Provider Account and (2) (A) in the case of a Variable Fee Cash Order, the Total Basket NAV less any Variable Fee; or (B) in the case of an Actual Execution Cash Order, the Total Basket NAV less any Redemption Cash Shortfall (plus any Additional Redemption Cash), if applicable, to the Authorized Participant, in each case, upon the Fund's receipt and simultaneous possession of (x) Shares and (y) (A) in the case of a Variable Fee Cash Order, the Total Basket NAV less any Variable Fee; or (B) in the case of an Actual Execution Cash Order, the Total Basket NAV less any Redemption Cash Shortfall (plus any Additional Redemption Cash), if applicable. The Manager and the Authorized participant hereby agree, as a condition to the participation in the consummation of any such Alternate Cash Order, (A) to fully (and without exception) exculpate the Fund with respect to, and to irrevocably waive any and all claims against the Fund or the Fund Estate arising from or in connection with, such Alternate Cash Order and (B) to fully indemnify and hold the Fund harmless, in each case as provided in clause (g)(2) of Section 9 of the Authorized Participant Agreement.

Section 3.04 Suspension or Rejection of Redemption of Shares. The Redemption of Shares, whether In-Kind Orders or Cash Orders, may be suspended or rejected under the circumstances specified in the LLC Agreement, these Procedures or the Standard Terms. If the Marketing Agent rejects a Redemption Order pursuant to these Procedures or the Standard Terms, the Transfer Agent or Manager will notify the Authorized Participant as soon as reasonably practicable and the Transfer Agent will promptly return to the Authorized Participant all consideration tendered by the Authorized Participant in respect of such rejected Redemption Order. If the Fund, Transfer Agent or Manager suspends the right to submit Redemption Orders pursuant to these Procedures or the Standard Terms, the Transfer Agent or Manager will notify the Authorized Participant as soon as reasonably practicable.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, [●], the Manager, Transfer Agent, have executed these Creation and Redemption Procedures as of the date set forth above.

[●], as Authorized Participant

By: _____
Name:
Title:

GRAYSCALE INVESTMENTS SPONSORS, LLC, as Manager

By: _____
Name:
Title:

THE BANK OF NEW YORK MELLON,
as Transfer Agent

By: _____
Name:
Title:

ANNEX I-A TO CREATION AND REDEMPTION PROCEDURES

FORESIDE FUND SERVICES, LLC, MARKETING AGENT,
CREATION/REDEMPTION ORDER
FORM
[FUND]

CONTACT INFORMATION FOR ORDER EXECUTION:

Creation and Redemption Line: [●]

ALL ITEMS IN PART I MUST BE COMPLETED BY THE AUTHORIZED PARTICIPANT. THE MARKETING AGENT, THE TRANSFER AGENT AND/OR THE ADMINISTRATOR, IN THEIR DISCRETION, MAY REJECT ANY ORDER NOT SUBMITTED IN COMPLETE FORM OR CONTAINING AMBIGUOUS INSTRUCTIONS. CAPITALIZED TERMS USED BUT NOT DEFINED BELOW SHALL HAVE THE MEANING SET FORTH IN THE AUTHORIZED PARTICIPANT AGREEMENT.

I. TO BE COMPLETED BY THE AUTHORIZED PARTICIPANT

Date:		Time:	(ET)
Your Name:		Firm Name:	
NSCC/DTC Participant Number:	/	Telephone Number:	
Email Address:			

Type of order (Check One): Creation Redemption

Settlement type (Check One): Digital Asset Cash

Select ETF for transaction (1 Basket = 10,000 Shares)

ETF NAME	TICKER	CUT-OFF	CREATION/ REDEMPTION SETTLEMENT DATE (T+[1][2])
[FUND]	[TICKER]	3:59:59 p.m. (ET) for settlement in Digital Asset 1:59:59 p.m. (ET) for settlement in Cash	

Please provide wire information below.

Bank Account No.	
Beneficiary Account Name	
ABA Routing No.	
Swift Code	

THIS TRANSACTION SHALL BE EFFECTED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE FUND'S CURRENT PROSPECTUS AND THE AUTHORIZED PARTICIPANT AGREEMENT

#of Baskets Transacted Number: _____ Number written out: _____ Order #: _____ Authorized Person's Signature _____

II. TO BE COMPLETED BY MARKETING AGENT

This certifies that the above order has been:

☐ Accepted by the Marketing Agent ☐ Rejected

This certifies that the above order will be executed as a:

☐ Variable Fee Cash Order (default if neither checked) ☐ Actual Execution Cash Order

Date _____ Time _____ Authorized Person's Signature _____

ANNEX I-B TO CREATION AND REDEMPTION PROCEDURES ORDER ENTRY SYSTEM TERMS AND CONDITIONS

This Annex I-B shall govern use by Authorized Participant of the electronic order entry system for placing Creation Orders and Redemption Orders for Shares (the "**System**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in Schedule I of the Authorized Participant Agreement. In the event of any conflict between the terms of this Annex I-B and Section 2.01 and 2.02 of the Authorized Participant Agreement with respect to the placing of Creation Orders and Redemption Orders, the terms of this Annex I-B shall control.

1. (a) Authorized Participant shall provide to The Bank of New York Mellon a duly executed authorization letter, in a form satisfactory to The Bank of New York Mellon, identifying those authorized persons who will access the System (the "**Authorized Persons**"). Authorized Participant shall notify The Bank of New York Mellon in writing in the event that any person's status as an Authorized Person is revoked or terminated as soon as possible, and The Bank of New York Mellon shall promptly terminate such Authorized Person's access to the System.

(b) It is understood and agreed that each Authorized Person shall be designated as an Authorized Representative of Authorized Participant for the purpose of the Authorized Participant Agreement. Upon termination of the Authorized Participant Agreement, the Authorized Participant's and each Authorized Person's access rights with respect to the System shall be immediately revoked.

2. The Bank of New York Mellon grants to Authorized Participant a personal, nontransferable and nonexclusive license to use the System solely for the purpose of transmitting Creation Orders and Redemption Orders and otherwise communicating with The Bank of New York Mellon in connection with the same. Authorized Participant shall use the System solely for its own internal and proper business purposes. Except as set forth herein, no license or right of any kind is granted to Authorized Participant with respect to the System. Authorized Participant acknowledges that The Bank of New York Mellon and its suppliers retain and have title and exclusive proprietary rights to the System. Authorized Participant further acknowledges that all or a part of the System may be copyrighted or trademarked (or a registration or claim made therefor) by The Bank of New York Mellon or its suppliers. Authorized Participant shall not take any action with respect to the System inconsistent with the foregoing acknowledgments. Authorized Participant may not copy, distribute, sell, lease or provide, directly or indirectly, the System or any portion thereof to any other person or entity without The Bank of New York Mellon's prior written consent. Authorized Participant may not remove any statutory copyright notice or other notice included in the System. Authorized Participant shall reproduce any such notice on any reproduction of any portion of the System and shall add any statutory copyright notice or other notice upon The Bank of New York Mellon's request.

3. (a) Authorized Participant acknowledges that any user manuals or other documentation (whether in hard copy or electronic form) (collectively, the "**Material**"), which is delivered or made available to Authorized Participant regarding the System is the exclusive and confidential property of The Bank of New York Mellon. Authorized Participant shall keep the Material confidential by using the same care and discretion that Authorized Participant uses with respect to its own confidential property and trade secrets, but in no event less than reasonable care.

Authorized Participant may make such copies of the Material as is reasonably necessary for Authorized Participant to use the System and shall reproduce The Bank of New York Mellon's proprietary markings on any such copy. The foregoing shall not in any way be deemed to affect the copyright status of any of the Material which may be copyrighted and shall apply to all Material whether or not copyrighted. THE BANK OF NEW YORK MELLON AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE MATERIAL OR ANY PRODUCT OR SERVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) Upon termination of the Authorized Participant Agreement for any reason Authorized Participant shall return to The Bank of New York Mellon all copies of the Material which is in Authorized Participant's possession or under its control, except to the extent required by applicable law or Authorized Participant's commercially reasonable internal document retention, electronic backup or similar policies.

4. Authorized Participant agrees that it shall have sole responsibility for maintaining adequate security and control of the user IDs, passwords and codes for access to the System, which shall not be disclosed to any third party without the prior written consent of The Bank of New York Mellon. The Bank of New York Mellon shall be entitled to rely on the information received by it from the Authorized Participant and The Bank of New York Mellon may assume that all such information was transmitted by or on behalf of an Authorized Person regardless of by whom it was actually transmitted, unless the Authorized Participant previously notified The Bank of New York Mellon that the user IDs, passwords and codes for access to the System have been compromised or the Authorized Participant has properly revoked the authority of such Authorized Person pursuant to Section 2.03 of the Standard Terms.

5. The Bank of New York Mellon shall have no liability in connection with the use of the System, the access granted to the Authorized Participant and its Authorized Persons hereunder, or any transaction effected or attempted to be effected by the Authorized Participant hereunder, except for damages incurred by the Authorized Participant as a direct result of The Bank of New York Mellon's gross negligence or willful misconduct. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS HEREBY AGREED THAT IN NO EVENT SHALL THE BANK OF NEW YORK MELLON OR ANY MANUFACTURER OR SUPPLIER OF EQUIPMENT, SOFTWARE OR SERVICES BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHICH THE AUTHORIZED PARTICIPANT MAY INCUR OR EXPERIENCE BY REASON OF ITS HAVING ENTERED INTO OR RELIED ON THIS AGREEMENT, OR IN CONNECTION WITH THE ACCESS GRANTED TO AUTHORIZED PARTICIPANT HEREUNDER, OR ANY TRANSACTION EFFECTED OR ATTEMPTED TO BE EFFECTED BY AUTHORIZED PARTICIPANT HEREUNDER, EVEN IF THE BANK OF NEW YORK MELLON OR SUCH MANUFACTURER OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL THE BANK OF NEW YORK MELLON OR ANY SUCH MANUFACTURER OR SUPPLIER BE LIABLE FOR ACTS OF GOD, MACHINE OR COMPUTER BREAKDOWN OR MALFUNCTION, INTERRUPTION OR MALFUNCTION OF COMMUNICATION FACILITIES, LABOR DIFFICULTIES OR ANY OTHER SIMILAR OR DISSIMILAR CAUSE BEYOND SUCH PERSON'S REASONABLE CONTROL.

6. The Bank of New York Mellon reserves the right to revoke Authorized Participant's access to the System immediately and without notice upon any material breach by the Authorized Participant of the terms and conditions of this Annex I-B.

7. The Bank of New York Mellon shall acknowledge through the System its receipt of each Creation Order or Redemption Order communicated through the System, and in the absence of such acknowledgment The Bank of New York Mellon shall not be liable for any failure to act in accordance with such orders and Authorized Participant may not claim that such Creation Order or Redemption Order was received by The Bank of New York Mellon. The Bank of New York Mellon may in its discretion and with notice to the Authorized Participant decline to act upon any instructions or communications that are insufficient or incomplete or are not received by The Bank of New York Mellon in sufficient time for The Bank of New York Mellon to act upon, or in accordance with, such instructions or communications.

8. Authorized Participant agrees to use reasonable efforts to prevent the transmission through the System of any software or file which contains any viruses, worms, harmful component or corrupted data and agrees not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Systems.

9. Authorized Participant acknowledges and agrees that encryption may not be available for every communication through the System, or for all data. Authorized Participant agrees that The Bank of New York Mellon may deactivate any encryption features at any time, without notice or liability to Authorized Participant, for the purpose of maintaining, repairing or troubleshooting its systems.

SCHEDULE II

STANDARD TERMS FOR AUTHORIZED PARTICIPANT AGREEMENTS

STANDARD TERMS FOR AUTHORIZED PARTICIPANT AGREEMENTS

STANDARD TERMS FOR AUTHORIZED PARTICIPANT AGREEMENTS (the "**Standard Terms**") dated as of [●] among: (i) [●], a company organized under the laws of [●] (the "**Authorized Participant**"); (ii) The Bank of New York Mellon, a New York banking corporation, as Transfer Agent for the Grayscale Digital Asset Fund (the "**Transfer Agent**"); and (iii) Grayscale Investments Sponsors, LLC, a Delaware limited liability company, as manager (the "**Manager**") for each Fund listed on Schedule V attached hereto and incorporated herein (each, the applicable "**Fund**" when referred to throughout the remainder of this Agreement), as the same may be amended from time to time by the Manager except as otherwise specified. Capitalized terms used in these Standard Terms and not otherwise defined herein have the meaning ascribed to them in the Creation and Redemption Procedures attached to the Authorized Participant Agreement as Schedule I (the "**Procedures**").

ARTICLE I
ORDERS FOR PURCHASE AND REDEMPTION

Section 1.01. Authorization to Purchase and Redeem Baskets. Subject to the provisions of the Authorized Participant Agreement, during the term of the Authorized Participant Agreement the Authorized Participant will be authorized to purchase and tender for redemption Baskets in compliance with the provisions of the LLC Agreement, the Procedures and these Standard Terms.

Section 1.02. Procedures for Orders. Each party hereto agrees to comply with the provisions of the LLC Agreement, the Procedures and these Standard Terms to the extent applicable to it.

Section 1.03. Consent to Recording. The phone lines used by the Transfer Agent, the Custodian, the Manager and/or their affiliated persons may be recorded, and the Authorized Participant hereby consents to the recording of all calls with any of those parties; *provided*, that, the Transfer Agent shall use its reasonable efforts to provide the Authorized Participant with copies of such recordings upon the reasonable request of the Authorized Participant. The parties agree that either party may use such recordings in connection with any dispute or proceeding related to this Agreement. In the event that the Transfer Agent, the Custodian, the Manager or any of their affiliated persons becomes legally compelled to disclose to any third party any recording involving communications with the Authorized Participant, the Manager agrees to provide the Authorized Participant with reasonable advance written notice identifying the recordings to be so disclosed unless prohibited by applicable rule, law or order, together with copies of such recordings, so that the Authorized Participant may seek a protective order or other appropriate remedy with respect to the recordings or waive its right to do so. In the event that such protective order or other remedy is not obtained or the Authorized Participant waives its right to seek such protective order or remedy, the Manager will use commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the recorded conversation. The Transfer Agent, the Manager or any of their affiliated persons shall not otherwise disclose to any third party any recording involving communications with the Authorized Participant without the Authorized Participant's express written consent, except that the Transfer Agent and the Manager may disclose to any regulatory or self-regulatory organization with competent jurisdiction over Transfer Agent

or Manager, as applicable, to the extent required by applicable rule or law, any recording involving communications with the Authorized Participant.

Section 1.04. Irrevocability. The Authorized Participant agrees that delivery to the Transfer Agent of an Order shall be irrevocable, provided that the Transfer Agent will reject any Order that is not completed in accordance with the Procedures. In the event that the Creation or Redemption of Baskets is suspended by the Transfer Agent or the Manager and such suspension affects any Order submitted by the Authorized Participant, the Transfer Agent or Manager, as applicable, will notify the Authorized Participant as soon as reasonably practicable of such suspension. The Manager agrees to undertake commercially reasonable efforts to accommodate any request by the Authorized Participant to cancel a previously placed Order if such Order has not yet been accepted, but the Manager shall have no liability for the Fund's inability to accommodate such a request. The Fund, the Manager and the Transfer Agent will promptly return to the Authorized Participant upon cancellation or rejection of an Order all consideration, including any Shares, Digital Asset or other consideration tendered by the Authorized Participant, in respect of such cancelled or rejected Order to the extent reasonably practicable.

Section 1.05. Costs and Expenses. The Authorized Participant shall be responsible for the expenses and costs incurred by the Fund that can be directly attributable to Orders submitted by the Authorized Participant other than ordinary course expenses and costs which are reimbursed through payment of the fee contemplated in Sections 2.01(h) and 2.02(h) of the Procedures. The Transfer Agent or the Manager shall provide the Authorized Participant with reasonably detailed information relating to such expenses and costs upon request by the Authorized Participant.

Section 1.06. Delivery of Property to the Fund and Shares Surrendered for Redemption.

(a) The Authorized Participant understands and agrees that in the event Deposit Property in connection with an In-Kind Order for Creation is not transferred to the Fund, or Shares are not delivered to the Transfer Agent by the applicable Settlement Date in connection with any Redemption Order, in compliance with the Procedures and these Standard Terms, and, in each case, the Authorized Participant does not deposit the Collateral Amount pursuant to the Procedures, the Authorized Participant will be solely responsible for all damages, losses, costs and expenses incurred by the Fund, the Manager, the Transfer Agent or the Custodian related to any such Order. The Authorized Participant will not, however, be responsible for damages, losses, costs and expenses incurred by the Fund, the Manager, the Transfer Agent or the Custodian related to such Orders to the extent the failure to transfer Deposit Property in connection with a Cash Order for Creation, in the case of a Creation Order, or Shares, in the case of a Redemption Order, to the Fund is due to the negligence, bad faith or reckless or willful misconduct of the Transfer Agent, the Manager, a liquidity provider or the Custodian or if such failure arises from nuclear fission or fusion, radioactivity, war, terrorist event, invasion, insurrection, civil commotion, riot, strike, act of government, public authority, public service or utility problems, power outages resulting in telephone, telecopy and computer failures, acts of God, such as fires, floods or extreme weather conditions, market conditions or activities causing trading halts, systems failures involving computer or other information systems, including any failures or outages of the Digital Asset Network, affecting the Authorized Participant, or similar extraordinary events beyond the Authorized Participant's control. In the event of any such delay, the time to complete Delivery in respect of a Creation Order or Redemption Order will be extended for a period equal to that during

which the inability to perform continues as determined by the Transfer Agent in its sole discretion. Upon the deposit of Digital Assets by the Authorized Participant or any AP Designee, the Authorized Participant represents and warrants that (i) the Authorized Participant (or its AP Designee) is duly authorized to make such deposit of Digital Assets and (ii) at the time of Delivery, the Digital Assets are free and clear of any lien, pledge, encumbrance, right, charge or claim.

(b) The Manager understands and agrees that in the event Deposit Property is not transferred to the Fund by a liquidity provider at the Manager's direction in connection with a Cash Order for Creation, in compliance with the Procedures and these Standard Terms, the liquidity provider will be solely responsible for all damages, losses, costs and expenses incurred by the Fund, the Transfer Agent or the Custodian related to any such Order. The Manager will not, however, be responsible for damages, losses, costs and expenses incurred by the Fund, the Authorized Participant, the Transfer Agent or the Custodian related to such Orders to the extent the failure to transfer Deposit Property to the Fund is due to the negligence, bad faith or reckless or willful misconduct of the Transfer Agent, the Authorized Participant or the Custodian or if such failure arises from nuclear fission or fusion, radioactivity, war, terrorist event, invasion, insurrection, civil commotion, riot, strike, act of government, public authority, public service or utility problems, power outages resulting in telephone, telecopy and computer failures, acts of God, such as fires, floods or extreme weather conditions, market conditions or activities causing trading halts, systems failures involving computer or other information systems, including any failures or outages of the Digital Asset Network, affecting the Manager, or similar extraordinary events beyond the Manager's control. In the event of any such delay, the time to complete Delivery in respect of a Creation Order will be extended for a period equal to that during which the inability to perform continues as determined by the Transfer Agent in its sole discretion.

Section 1.07. Title to Deposit Property and Shares Surrendered for Redemption. (a) The Authorized Participant represents and warrants to the Transfer Agent and the Manager that:

(i) in connection with each In-Kind Order for Creation, the Authorized Participant, as Depositor, will have the right and authority to transfer to the Fund the corresponding Deposit Property, and that upon delivery of such Deposit Property to the Custodian on the Creation Settlement Date, the Fund will acquire good and unencumbered title to such property, free and clear of all liens, charges, duties imposed on the transfer of assets and encumbrances and not subject to any adverse claims or transferability restrictions, whether arising by operation of law or otherwise; and

(ii) in connection with a Redemption Order, the Authorized Participant has reasonable grounds to believe that it or the Authorized Participant Client, as the case may be, will on the Redemption Settlement Date own (within the meaning of Rule 200 of Regulation SHO of the Exchange Act) the requisite number of Shares to be redeemed such that the Shares will be surrendered to the Transfer Agent on or prior to the Redemption Settlement Date. In either case, the Authorized Participant or the Authorized Participant Client, as the case may be, (i) has or will have the right and authority to surrender to the Transfer Agent for redemption on the Redemption Settlement Date the corresponding Shares, (ii) has or will have the right and authority to receive the entire proceeds of the redemption on the Redemption Settlement Date, and (iii) upon such surrender on the Redemption Settlement Date, the Fund will acquire good and unencumbered title to such Shares, free and clear of all liens, charges, duties imposed on the transfer of assets and

encumbrances and not subject to any adverse claims, transferability restrictions (whether arising by operation of law or otherwise), loan, pledge, repurchase or securities lending agreements or other arrangements affecting legal or beneficial ownership of such Shares being submitted for redemption which, under such circumstances, would preclude the delivery of such Shares to the Transfer Agent on the Redemption Settlement Date.

Section 1.08. Ambiguous Instructions. In the event that a Creation Order or Redemption Order contains terms that differ from the information provided in the related telephone call or email transmission, the Transfer Agent will use its commercially reasonable efforts to contact the Authorized Participant to request confirmation of the terms of the order at the telephone number indicated in the Creation Order or Redemption Order. If an Authorized Representative (as defined below) confirms the terms as they appear in the Creation Order or Redemption Order, then the order will be accepted and processed. If an Authorized Representative contradicts the terms of the Creation Order or Redemption Order, the order will be deemed invalid, and a corrected Creation Order or Redemption Order must be received by the Transfer Agent no later than the Order Cutoff Time. For the avoidance of doubt, notwithstanding the invalidation of the initial Creation Order or Redemption Order pursuant to this paragraph, a Creation Order or Redemption Order that is otherwise in proper form shall be deemed submitted at the time of its initial submission for purposes of determining when orders are deemed received. If the Transfer Agent makes a commercially reasonable effort to contact the Authorized Participant but is not able to contact an Authorized Representative by the Order Cutoff Time, then the Creation Order or Redemption Order shall be accepted and processed in accordance with its terms notwithstanding any inconsistency from the terms of the telephone information. In the event that a Creation Order or Redemption Order contains terms that are illegible, the submission will be deemed invalid and the Transfer Agent will attempt to contact the Authorized Participant to request retransmission. A corrected Creation Order or Redemption Order must be received by the Transfer Agent, as applicable, no later than the Order Cutoff Time.

Section 1.09. Notwithstanding anything herein to the contrary, in the event that the Deposit Property to be delivered by the Authorized Participant in connection with any Creation Order or the Shares to be delivered by the Authorized Participant in connection with any Redemption Order are missing some of the required assets on the applicable settlement date for such Creation Order or Redemption Order, the Manager and the Transfer Agent agree not to treat such Creation Order or Redemption Order as a failed trade or a failed settlement provided that the Authorized Participant adheres to the remedial steps set forth in the Procedures.

ARTICLE II
AUTHORIZED REPRESENTATIVES

Section 2.01. Certification. Concurrently with the execution of the Authorized Participant Agreement, the Authorized Participant shall deliver to the Transfer Agent and the Marketing Agent a certificate in a form as attached at Schedule III to the Authorized Participant Agreement or in such other formats as may be mutually agreed to by the parties (an "**Authorized Representative Certificate**") signed by the Authorized Participant's Secretary or other duly authorized person setting forth the names, signatures, e-mail addresses and telephone numbers of all persons authorized to give instructions relating to any activity contemplated hereby or any other notice, request or instruction on behalf of the Authorized Participant (each an "**Authorized**

Representative"). Such certificate may be accepted and relied upon by each of the Transfer Agent and the Marketing Agent as conclusive evidence of the facts set forth therein and shall be considered to be in full force and effect until (i) receipt by the Transfer Agent and the Marketing Agent of a superseding Authorized Representative Certificate, or (ii) termination of the Authorized Participant Agreement. After such Authorized Representative Certificate is accepted by the Transfer Agent and the Marketing Agent, the Authorized Participant may authorize additional Authorized Representatives to give instructions relating to any activity contemplated hereby or any other notice, request or instruction on behalf of the Authorized Participant by delivering to the Transfer Agent and the Marketing Agent an addendum to the certificate described above in a form as attached at Schedule IV to the Authorized Participant Agreement.

Section 2.02. PIN Numbers. The Transfer Agent shall issue to each Authorized Participant a unique personal identification number ("**PIN Number**") by which such Authorized Participant shall be identified and instructions issued by the Authorized Participant shall be authenticated. The PIN Number shall be kept confidential and only provided to Authorized Representatives. The Transfer Agent acknowledges and agrees that certain employees of the Authorized Participant, such as those who work in legal, compliance, risk management or other supervisory roles may have a reasonable need to know or may have incidental access to one or more PIN Numbers. The Authorized Participant may revoke the PIN Number at any time upon written notice to the Transfer Agent pursuant to Section 2.03 hereof, and the Authorized Participant shall be responsible for doing so in the event that it becomes aware that an unauthorized person has received access to its PIN Number or has or intends to use the PIN Number in an unauthorized manner. Except as otherwise provided in these Standard Terms, the Authorized Participant agrees that neither the Fund nor the Transfer Agent shall be liable for losses incurred by the Authorized Participant as a result of unauthorized use of the Authorized Participant's PIN Number prior to the time when the Authorized Participant provides notice to the Transfer Agent of the termination or revocation of authority pursuant to Section 2.03 and the Transfer Agent has de-activated the PIN Number as provided for in Section 2.03 hereof.

Section 2.03. Termination of Authority. Upon the termination or revocation of authority of an Authorized Representative by the Authorized Participant or the revocation of a PIN Number by the Authorized Participant, the Authorized Participant shall (i) give, as promptly as practicable under the circumstances, written notice of such fact to the Transfer Agent and such notice shall be effective upon receipt by the Transfer Agent in accordance with the notice provisions herein; and (ii) request a new PIN Number. The Transfer Agent shall, as promptly as practicable, de-activate the PIN Number upon receipt of such written notice. If an Authorized Participant's PIN Number is changed, the new PIN Number will become effective on a date mutually agreed upon by the Authorized Participant and the Transfer Agent.

Section 2.04. Verification. The Transfer Agent may assume that all instructions issued to it using the Authorized Participant's PIN Number have been properly placed by Authorized Representatives, unless the Transfer Agent has actual knowledge to the contrary or the Authorized Participant has properly revoked such PIN Number prior to the placement of such instructions. The Transfer Agent shall have no duty to verify that an Order is being placed by an Authorized Representative that uses a valid PIN Number. The Authorized Participant agrees that the Transfer Agent shall not be responsible for any losses incurred by the Authorized Participant as a result of an Authorized Representative identifying himself or herself as a different Authorized

Representative or an unauthorized person identifying himself or herself as an Authorized Representative, unless such person uses a PIN Number which the Authorized Participant had previously revoked in accordance with Section 2.03 hereof or which was acquired through a breach of the Transfer Agent's security system.

ARTICLE III
STATUS OF THE AUTHORIZED PARTICIPANT

Section 3.01. Clearing Status. The Authorized Participant represents, covenants and warrants that, as of the date of execution of the Authorized Participant Agreement, and at all times during the term of the Authorized Participant Agreement, the Authorized Participant is and will be entitled to use the clearing and settlement services of each of the national or international clearing and settlement organizations through which, in compliance with the Procedures, the transactions contemplated hereby will clear and settle. Any change in the foregoing status of the Authorized Participant shall terminate the Authorized Participant Agreement, unless otherwise agreed in writing by the parties, and the Authorized Participant shall give prompt written notice thereof to the Transfer Agent.

Section 3.02. Broker-Dealer Status. The Authorized Participant represents and warrants that it is (i) registered as a broker-dealer under the Exchange Act or other securities market participant, such as a bank or other financial institution, which, but for an exclusion from registration, would be required to register as a broker-dealer to engage in securities transactions, (ii) qualified to act as a broker or dealer in the states or other jurisdictions where it transacts business to the extent so required by applicable law, and (iii) a member in good standing with FINRA. The Authorized Participant agrees that it will maintain such registration and membership in good standing and any other registrations, qualifications and membership in good standing applicable to it in full force and effect throughout the term of the Authorized Participant Agreement. The Authorized Participant further agrees to comply with all applicable U.S. federal laws, the laws of the states or other jurisdictions concerned, and the rules and regulations promulgated thereunder, to the extent such laws and regulations are applicable to the Authorized Participant's transactions in, and activities with respect to, Shares, and with the FINRA By-Laws and the FINRA Conduct Rules to the extent the foregoing relates to the Authorized Participant's transactions in, and activities with respect to, Shares, and that it will not offer or sell Shares in any state or jurisdiction where they may not lawfully be offered and/or sold. The Authorized Participant shall be solely responsible for determining the application of any such laws or regulations in all cases at its own expense.

Section 3.03. Foreign Status. If the Authorized Participant is offering and selling Shares in jurisdictions outside the several states, territories and possessions of the United States and is not otherwise required to meet the requirements of clauses (i) through (iii) of Section 3.02 hereof, the Authorized Participant agrees to observe the applicable laws of the jurisdiction in which such offer and/or sale is made and to conduct its business in accordance with the FINRA Conduct Rules, to the extent the foregoing relates to the Authorized Participant's transactions in, and activities with respect to, Shares.

Section 3.04. Compliance with Certain Laws. The Authorized Participant has policies and procedures reasonably designed to comply with the anti-money laundering and related provisions of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended (the "**U.S.A. PATRIOT Act**"), and the operations of the Authorized Participant are and have been conducted in compliance with the U.S.A. PATRIOT Act.

Section 3.05. Authorized Participant Status. The Authorized Participant understands and acknowledges that the method by which Baskets will be created and traded may raise certain issues under applicable securities laws. For example, because new Baskets of Shares may be issued and sold by the Fund on an ongoing basis, at any point a "distribution," as such term is used in the Securities Act, may occur. The Authorized Participant understands and acknowledges that some activities on its part, depending on the facts, and based on certain possible interpretations of applicable law, may result in its being deemed a participant in a distribution in a manner which could render it a statutory underwriter as such term is defined in Section 2(a)(11) of the Securities Act and subject it to the prospectus delivery and liability provisions of the Securities Act.

ARTICLE IV
ROLE OF AUTHORIZED PARTICIPANT

Section 4.01. No Agency. The Authorized Participant acknowledges and agrees that, for purposes of the Authorized Participant Agreement, the Authorized Participant will have no authority to act as agent for the Fund or the Transfer Agent in any matter or in any respect. The Authorized Participant agrees to make itself and its employees available, upon reasonable request and reasonable notice, during normal business hours to consult with the Transfer Agent, the Custodian, the Manager or their designees concerning the performance of the Authorized Participant's responsibilities under the Authorized Participant Agreement; *provided, however*, that the Authorized Participant shall be under no obligation to divulge or otherwise disclose any information that the Authorized Participant reasonably believes (i) the disclosure of which to third parties is in violation of any applicable law or regulation or is otherwise prohibited or (ii) is confidential or proprietary in nature.

Section 4.02. Rights and Obligations of DTC Participant. The Authorized Participant, as a DTC Participant, agrees that it shall be bound by all of the obligations of a DTC Participant in addition to any obligations that it undertakes hereunder or in accordance with the Procedures.

Section 4.03. Beneficial Owner Communications. The Authorized Participant agrees (i) subject to any limitations arising under federal or state securities laws relating to privacy, or other obligations it may have to its customers, to assist the Transfer Agent or the Manager in determining certain information that the Authorized Participant may have in its possession regarding sales of Shares made by or through the Authorized Participant (including, without limitation, the ownership level of each beneficial owner relating to positions in Shares that the Authorized Participant may hold as record holder) upon the request of the Transfer Agent or the Manager that is necessary for the Transfer Agent or Manager to comply with their obligations to distribute information to beneficial owners of Shares under applicable state or federal securities laws and (ii) to forward to such beneficial owners written materials and communications received, directly or indirectly, from the Manager or the Transfer Agent in sufficient quantities to allow mailing thereof

to such beneficial owners, including, without limitation, notices, annual reports, disclosure or other informational materials and any amendments or supplements thereto that may be required to be sent by the Manager or the Transfer Agent to such beneficial owners pursuant to applicable law or regulation or otherwise, or that the Manager or the Transfer Agent reasonably wishes to distribute to such beneficial owners, in each case at the expense of the Manager and/or the Fund.

Section 4.04. Authorized Participant Customer Information. The Manager and the Transfer Agent agree that the names and addresses and other information concerning the Authorized Participant's customers are and shall remain the sole property of the Authorized Participant, and none of the Manager, the Fund, or the Transfer Agent, or any of their respective affiliates, shall use such names, addresses or other information for any purpose except as required for performance of their duties and responsibilities under the Authorized Participant Agreement, the Procedures, the Standard Terms, the LLC Agreement and the applicable Prospectus and except for servicing and informational mailings related to the Fund referred to in Section 4.03 above.

ARTICLE V
MARKETING MATERIALS AND REPRESENTATIONS AND WARRANTIES

Section 5.01. Representations of the Fund. The Manager hereby represents and warrants on behalf of the Fund:

(a) The Registration Statement will have become effective, and on the effective date of the Registration Statement (the "**Effective Date**") and at each Time of Purchase, the Registration Statement shall be effective and no stop order suspending the effectiveness of the Registration Statement will be in effect and no proceedings for such purpose will be pending before or, to the Manager's knowledge, threatened by the SEC.

The Registration Statement complies, or will comply when so filed, in all material respects with the Securities Act and the applicable rules and regulations of the SEC thereunder, and the Prospectus complied, or will comply, as of its date, and complies at each Time of Purchase, in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the SEC thereunder. As of the Effective Date and as of each Time of Purchase, the Registration Statement will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and the Prospectus, as of its date or as of each Time of Purchase, will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading; *provided, however*, that the Manager makes no warranty or representation with respect to any statement contained in the Registration Statement or the Prospectus in reliance upon and in conformity with information concerning the Authorized Participant and furnished in writing by or on behalf of the Authorized Participant to the Manager expressly for use therein.

No consent, approval, authorization, order, registration, qualification or other action of, or filing with, any federal, state, local or foreign governmental or regulatory authority, agency, body or court having jurisdiction over the Fund is required in connection with the issuance and sale of the Shares, except (i) such as have been obtained and made or will have been obtained and made under the Securities Act or the Exchange Act on or prior to the Creation of such Shares, (ii)

approval of listing on NYSE Arca, (iii) such as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Shares and (iv) if required, exemptive relief from the SEC pursuant to Regulation M regarding the reinstatement of the Fund's ability to redeem Shares.

(b) As of the Effective Date, the Fund will have all requisite corporate power and authority to execute, deliver and perform each of its obligations under this Agreement and issue the Shares. The Shares, when issued, will be in the form contemplated by the LLC Agreement and when delivered against payment of consideration therefor, as provided in this Agreement, will be duly and validly authorized, issued, fully paid and non-assessable and free of statutory and contractual preemptive rights, rights of first refusal and similar rights. The Shares will be consistent with the descriptions thereof contained in the Prospectus.

(c) All marketing and promotional materials other than the Prospectus provided to the Authorized Participant by the Manager will comply in all material respects with applicable law, including, without limitation, the provisions of the Securities Act, FINRA's marketing rules and the rules and regulations of the SEC.

(d) As of the Effective Date, the Shares will have been approved for listing on NYSE Arca; the Manager will comply, at all times during which this Agreement is in effect, with all applicable disclosure requirements in connection with its offering of the Shares, including, without limitation, those under the Securities Act and the rules of the SEC thereunder.

Section 5.02. Representations of the Authorized Participant. The Authorized Participant represents, warrants and agrees that, in connection with any sale or solicitation of a sale of Shares, it will not make, or permit any of its representatives to make on its behalf, any representations concerning Shares, the Fund or the Manager other than those not inconsistent with the Fund's Prospectus or any promotional materials or sales literature furnished to the Authorized Participant by the Manager or other information and materials filed by the Fund with the SEC or made available on any website controlled by the Manager or the Fund. The Authorized Participant agrees not to furnish or cause to be furnished to any person or display or publish any information or materials concerning the Shares, the Fund or the Manager, including, without limitation, research materials, market color commentaries, training and educational materials, promotional materials and sales literature, advertisements, press releases, announcements, statements, posters, signs or other similar materials ("**Marketing Materials**"), except such Marketing Materials as may be furnished to the Authorized Participant by the Manager and such other information and materials as may be approved in writing by the Manager. Notwithstanding the foregoing, the Authorized Participant and its Affiliates and representatives may, without the approval of the Manager, prepare and circulate in the regular course of their respective businesses research, reports, commentary or similar materials that include information, opinions or recommendations relating to Shares (i) for public dissemination, provided that such reports, research, commentary or other similar materials comply with applicable FINRA rules and/or (ii) for internal use by the Authorized Participant and its Affiliates and representatives.

Section 5.03. Prospectus. The Manager will provide, or cause to be provided, to the Authorized Participant copies of the Prospectus and any printed supplemental information in reasonable quantities upon request. The Manager will, as promptly as practicable under the circumstances, notify the Authorized Participant when a revised, supplemented or amended Prospectus for the Shares is available, and deliver or otherwise make available to the Authorized Participant copies of such revised, supplemented or amended Prospectus at such time and in such quantities as may be reasonable to permit the Authorized Participant to comply with any obligation the Authorized Participant may have to deliver such Prospectus to its customers. The Manager will make such revised, supplemented or amended Prospectus available to the Authorized Participant no later than its effective date. The Manager shall be deemed to have complied with this Section 5.03 when the Authorized Participant has received such revised, supplemented or amended Prospectus by e-mail at [ ], in printable form, with such number of hard copies as may be agreed from time to time by the parties promptly thereafter.

Section 5.04. Use of Authorized Participant's Name.

(a) The Manager agrees that it will not, without prior written consent of the Authorized Participant, use in advertising or publicity the name of the Authorized Participant or any affiliate of the Authorized Participant, any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by the Authorized Participant or any of its affiliates or represent, directly or indirectly, that any product or any service provided or distributed by the Fund or the Manager has been approved or endorsed by the Authorized Participant or any of its affiliates or that the Authorized Participant acts as underwriter, distributor, marketing agent or selling group member with respect to the Shares.

(b) The Manager agrees not to identify or name the Authorized Participant in the Registration Statement, the Prospectus, any free-writing prospectus or in any Marketing Materials of the Fund, except as required by applicable law or regulation, and in no event shall identify the Authorized Participant as an underwriter in any communications, documentation, materials, or filings of the Fund without the Authorized Participant's prior written consent, and provided that in all cases, the Manager shall provide advance written notice of such disclosure to the Authorized Participant and upon receipt of such notice, provided that the Authorized Participant has not previously consented in writing to such disclosure, the Authorized Participant may elect to terminate this Agreement in its sole discretion. If the Authorized Participant agrees to be identified in any such documents, upon the notification of termination of the Authorized Participant Agreement, the Manager shall promptly (i) file a current report on Form 8-K indicating the notification of withdrawal of the Authorized Participant as an authorized participant of the Fund and (ii) update the website of the Fund and any investment adviser of the Fund to remove any identification of the Authorized Participant as an authorized participant of the Fund. Further and for the avoidance of doubt, if the Authorized Participant agrees to be identified in any of such documents, the Fund and Manager each agree and acknowledge that the Authorized Participant is not intended to serve as an underwriter to the Fund by granting such consent.

ARTICLE VI
INDEMNIFICATION; LIMITATION OF LIABILITY

Section 6.01. Indemnification.

(a) The Authorized Participant shall indemnify and hold harmless the Manager, in its capacity as Manager of the Fund, the Transfer Agent, the Fund and their respective Affiliates, subsidiaries, directors, officers, employees and agents, and each person, if any, who controls such persons within the meaning of Section 15 of the Securities Act (each an "**AP Indemnified Party**") from and against any claim, loss, liability, cost and expense (including, without limitation, reasonable attorneys' fees) incurred by such AP Indemnified Party as a result of (i) any breach by the Authorized Participant (or its AP Designee) of any provision of the Authorized Participant Agreement that relates to the Authorized Participant, including the representations and warranties contained in the Procedures and these Standard Terms (together, the "**Fund Documents**"); (ii) any failure on the part of the Authorized Participant to perform any of its obligations set forth in the Authorized Participant Agreement or Fund Documents; (iii) any failure by the Authorized Participant to comply with applicable laws, including, without limitation, rules and regulations of any regulatory or self-regulatory organizations in relation to its role as Authorized Participant; (iv) actions of such AP Indemnified Party taken in reliance upon any instructions issued or representations made in accordance with the Fund Documents reasonably believed by the AP Indemnified Party to be genuine and to have been given by the Authorized Participant; or (v) (A) any representation by the Authorized Participant or any of their employees or agents or other representatives about the Shares or any AP Indemnified Party that is not consistent with the Fund's then-current Prospectus made in connection with the offer or the solicitation of an offer to buy or sell Shares, (B) any untrue statement of a material fact or omission to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading in any Marketing Materials to the extent that such statement or omission relates to the Shares or any AP Indemnified Party, unless such statement or omission was furnished to the Authorized Participant or otherwise approved in writing by the Manager, the Fund or any of their designees and (C) any untrue statement of a material fact or omission to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the Registration Statement or any untrue statement of a material fact or omission to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading in the Prospectus to the extent such statement or omission were based upon written information furnished to an AP Indemnified Party by the Authorized Participant specifically for use therein. The Authorized Participant shall not be liable under its indemnity agreement contained in this paragraph with respect to any claim made against any AP Indemnified Party unless the AP Indemnified Party shall have notified the Authorized Participant in writing of the claim within a reasonable time after the summons or other first written notification giving information of the nature of the claim shall have been served upon the AP Indemnified Party (or after the AP Indemnified Party shall have received notice of service on any designated agent). However, failure to notify the Authorized Participant of any claim shall not relieve the Authorized Participant from any liability which it may have to any AP Indemnified Party against whom such action is brought otherwise than on account of its indemnity agreement contained in this paragraph, and shall not release it from such liability under this paragraph unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the Authorized Participant of substantial rights and defenses. The Authorized Participant shall be entitled to

participate at its own expense in the defense, or, if it so elects, to assume the defense of any suit brought to enforce any claims, but if the Authorized Participant elects to assume the defense, the defense shall be conducted by counsel chosen by it.

(b) The Manager shall indemnify and hold harmless the Authorized Participant, its Affiliates, subsidiaries, directors, officers, employees and agents, and each person, if any, who controls such persons within the meaning of Section 15 of the Securities Act (each a "**Manager Indemnified Party**") from and against any claim, loss, liability, cost and expense (including, without limitation, reasonable attorneys' fees) incurred by such Manager Indemnified Party as a result of (i) any breach by the Manager (or its Manager Agent) of any provision of the Authorized Participant Agreement that relates to the Manager; (ii) any failure by the Manager to perform any of its obligations set forth in the Authorized Participant Agreement applicable to it; (iii) any failure on the part of the Manager to comply in all material respects with applicable laws, including, without limitation, rules and regulations of any regulatory or self-regulatory organizations to the extent such laws, rules and regulations are applicable to the transactions being undertaken pursuant to the Authorized Participant Agreement; (iv) actions of such Manager Indemnified Party taken in reliance upon any instructions issued or representations made in accordance with the Authorized Participant Agreement, the Procedures, the LLC Agreement or these Standard Terms reasonably believed by the Manager Indemnified Party to be genuine and to have been given by the Manager; or (v) with respect to the Registration Statement, any untrue statement of a material fact or omission to state any material fact required to be stated therein or necessary to make the statements therein not misleading or, with respect to the Prospectus and any Marketing Materials, any untrue statement of a material fact or omission to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading to the extent that such statement or omission relates to the Shares or the Fund, unless such statement or omission was furnished to the Manager or otherwise approved in writing by the Authorized Participant or any of their designees. The Manager shall not be liable under its indemnity agreement contained in this paragraph with respect to any claim made against any Manager Indemnified Party unless the Manager Indemnified Party shall have notified the Manager in writing of the claim within a reasonable time after the summons or other first written notification giving information of the nature of the claim shall have been served upon the Manager Indemnified Party (or after the Manager Indemnified Party shall have received notice of service on any designated agent). However, failure to notify the Manager of any claim shall not relieve the Manager from any liability which it may have to any Manager Indemnified Party against whom such action is brought otherwise than on account of its indemnity agreement contained in this paragraph, and shall not release it from such liability under this paragraph unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the Manager of substantial rights and defenses. The Manager shall be entitled to participate at its own expense in the defense, or, if it so elects, to assume the defense of any suit brought to enforce any claims, but if the Manager elects to assume the defense, the defense shall be conducted by counsel chosen by it. If the Manager does not elect to assume the defense of any suit, it will reimburse the Manager Indemnified Parties in the suit for the reasonable fees and expenses of any counsel retained by them.

(c) No indemnifying party, as described in paragraphs (a) and (b) above, shall, without the written consent of the AP Indemnified Party or the Manager Indemnified Party, as the case may be, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the AP Indemnified Party or Manager Indemnified Party, as the case may be, from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any AP Indemnified Party or Manager Indemnified Party, as the case may be.

(d) The Authorized Participant shall not be liable to any AP Indemnified Party for any damages arising out of (i) mistakes or errors in data provided in connection with Creations or Redemptions except for data provided by the Authorized Participant, or (ii) mistakes or errors by, or arising out of interruptions or delays of communications with, the Transfer Agent or any AP Indemnified Party.

(e) The indemnification provided for in Section 6.01(a) shall not apply to the extent any such losses, liabilities, damages, costs and expenses are incurred as a result of any fraud, gross negligence, bad faith or reckless or willful misconduct on the part of an AP Indemnified Party. The indemnification provided for in Section 6.01(b) shall not apply to the extent any such losses, liabilities, damages, costs and expenses are incurred as a result of any fraud, gross negligence, bad faith or reckless or willful misconduct on the part of a Manager Indemnified Party.

(f) The indemnity agreements contained in this Section 6.01 shall remain in full force and effect and shall survive any termination of this Agreement. The Manager and the Authorized Participant agree promptly to notify each other of the commencement of any proceeding against it and against any of their officers or directors in connection with the issuance and sale of the Shares or in connection with the Registration Statement or the relevant Prospectus.

ARTICLE VII
LIABILITY PROVISIONS

Section 7.01. No Special Damages. In the absence of gross negligence, bad faith or willful misconduct, in no event shall any party to these Standard Terms be liable for any special, indirect, incidental, exemplary, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of revenue, loss of actual or anticipated profit, loss of contracts, loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of market share, loss of goodwill or loss of reputation), even if such parties have been advised of the likelihood of such loss or damage and regardless of the form of action. In no event shall any party be liable for the acts or omissions of DTC, NSCC or any other securities depository or clearing corporation.

Section 7.02. Force Majeure. No party to these Standard Terms shall be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation: acts of God; earthquakes; fires; floods; wars; civil or military disturbances;

terrorism; sabotage; epidemics; riots; interruptions; loss or malfunction of utilities, computer (hardware or software) or communications service; failures or outages of the Digital Asset Network; accidents; labor disputes; acts of civil or military authority or governmental actions.

Section 7.03. Reliance on Instructions. Subject to Sections 2.02, 2.03 and 2.04, the Transfer Agent may conclusively rely upon, and shall be fully protected in acting or refraining from acting upon, any communication authorized under these Standard Terms and upon any written or oral instruction, notice, request, direction or consent reasonably believed by it to be genuine.

Section 7.04. Limited Liability. In the absence of fraud, bad faith, gross negligence or willful misconduct on its part, the Transfer Agent, whether acting directly or through agents, affiliates or attorneys, shall not be liable for any action taken, suffered or omitted or for any error of judgment made by it in the performance of its duties hereunder. The Transfer Agent shall not be liable for any error of judgment made in good faith unless in exercising such, it shall have been grossly negligent in ascertaining the pertinent facts necessary to make such judgment. The Transfer Agent shall not be required to advance, expend or risk its own funds or otherwise incur or become exposed to financial liability in the performance of its duties hereunder, except as may be required as a result of its own fraud, bad faith, gross negligence or willful misconduct.

ARTICLE VIII
MISCELLANEOUS

Section 8.01. Commencement of Trading. The Authorized Participant may not submit an Order prior to the effectiveness of the Registration Statement, or amendment to the Registration Statement, filed with the Securities and Exchange Commission.

Section 8.02. Defined Terms. All capitalized terms used in these Standard Terms and not otherwise defined herein shall have the meanings ascribed to such terms in the Authorized Participant Agreement and the Procedures.

Section 8.03. Third-Party Beneficiaries. The parties acknowledge and agree that the Fund shall be a third-party beneficiary of the Authorized Participant Agreement, including, without limitation, as to Section 6.01(c) of these Standard Terms.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the parties have executed these Standard Terms as of the date set forth above.

[●], as Authorized Participant

By: _____
Name:
Title:

GRAYSCALE INVESTMENTS SPONSORS, LLC, as Manager

By: _____
Name:
Title:

THE BANK OF NEW YORK MELLON, as Transfer Agent

By: _____
Name:
Title:

SCHEDULE III

FORM OF LIST OF CERTIFIED AUTHORIZED REPRESENTATIVES OF THE AUTHORIZED PARTICIPANT

The following are the names, titles, signatures, phone numbers, and email addresses of all persons (each, an "**Authorized Representative**") authorized to give instructions relating to any activity contemplated by this Authorized Participant Agreement for [FUND] (the "**Agreement**") or any other notice, request or instruction on behalf of the Authorized Participant pursuant to the Authorized Participant Agreement.

Authorized Participant:

Name:	_____	Name:	_____
Title:	_____	Title:	_____
Signature:	_____	Signature:	_____
Phone:	_____	Phone:	_____
Email:	_____	Email:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Signature:	_____	Signature:	_____
Phone:	_____	Phone:	_____
Email:	_____	Email:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Signature:	_____	Signature:	_____
Phone:	_____	Phone:	_____
Email:	_____	Email:	_____

Date: _____

Certified By: _____

Name: _____

Title: _____

DTC Participant Number: _____

SCHEDULE IV
ADDENDUM TO THE CERTIFICATE OF AUTHORIZED REPRESENTATIVES

[On Authorized Participant's Firm Letterhead]

[DATE]

Attn:
The Bank of New York Mellon
240 Greenwich Street
New York, NY 10007

Attn: Foreside Fund Services, LLC [●]
[●],
NY [●]

Re: Addendum to the Certificate of Authorized Representatives for [●] under the Authorized Participant Agreement for the [FUND], managed by Grayscale Investments Sponsors, LLC, dated [DATE] (the "**Agreement**")

Ladies and Gentlemen:

Pursuant to the Agreement, the following are the names, titles, signatures, phone numbers, and email addresses of additional Authorized Representatives of [●] (the "**Authorized Participant**") authorized to give instructions relating to any activity contemplated by the Agreement or any other notice, request or instruction on behalf of the Authorized Participant pursuant to the Agreement. This list of Authorized Representatives is an addendum and adds further Authorized Representatives to the Authorized Participant's most recently executed certificate (entitled "Certificate of Authorized Representatives of the Authorized Participant").

Name:	_____	Name:	_____
Title:	_____	Title:	_____
Signature:	_____	Signature:	_____
Phone:	_____	Phone:	_____
Email:	_____	Email:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Signature:	_____	Signature:	_____
Phone:	_____	Phone:	_____
Email:	_____	Email:	_____

Please provide PIN numbers for such Authorized Representatives who are not already established in the Transfer Agent's system.

The undersigned does hereby certify that the persons listed above have been duly authorized to act as Authorized Representatives pursuant to the Authorized Participant Agreement.

By: _____
Name:
Title:
Date:

SCHEDULE V
LIST OF FUNDS

Fund	LLC Agreement	Index
Grayscale Digital Large Cap Fund LLC	3rd Amended and Restated Limited Liability Company Agreement	CoinDesk 5 Index (CD5)

Our ref ADN/737694-000001/82008983v3 **Exhibit 5.1**

Grayscale Digital Large Cap Fund LLC
PO Box 309, Ugland House
Grand Cayman
KY1-1104
Cayman Islands

26 June 2025

Grayscale Digital Large Cap Fund LLC

We have acted as counsel as to Cayman Islands law to Grayscale Digital Large Cap Fund LLC (the "**Company**") in connection with the Company's registration statement on Form S-3, including all amendments or supplements thereto, filed with the United States Securities and Exchange Commission (the "**Commission**") under the United States Securities Act of 1933, as amended (the "**Act**") (including its exhibits, the "**Registration Statement**") for the purposes of, registering with the Commission under the Act, the offering and sale to the public of an indeterminate number of equal, fractional, undivided interests in the profits, losses, distributions, capital and assets of, and ownership of, the Company (the "**Shares**").

This opinion letter is given in accordance with the terms of the Legal Matters section of the Registration Statement.

1 Documents Reviewed

We have reviewed originals, copies, drafts or conformed copies of the following documents:

1.1 The certificate of registration of the Company dated 25 January 2018 issued under the Limited Liability Companies Act (As Revised) (the "**LLC Act**").

1.2 The registration statement signed by or on behalf of the person who formed the Company in accordance with section 5 of the LLC Act dated 25 January 2018.

1.3 The Second Amended and Restated Limited Liability Company Agreement of the Company dated 7 March 2018 between each of the members of the Company named therein (the "**Members**"), as amended by an Amendment No. 1 dated 1 January 2021, an Amendment No. 2 dated 30 July 2021 and an Amendment No. 3 dated 22 March 2024 (the "**LLC Agreement**").

1.4 The written resolutions of the manager of the Company dated 26 June 2025 (the "**Resolutions**").

1.5 A certificate of good standing with respect to the Company issued by the Registrar of Limited Liability Companies dated 25 June 2025 (the "**Certificate of Good Standing**").

1.6 A certificate from a manager (as such term is defined under the LLC Act) of the Company, a copy of which is attached to this opinion letter (the "**Manager's Certificate**").

1.7 The Registration Statement.

2 Assumptions

The following opinions are given only as to, and based on, circumstances and matters of fact existing and known to us on the date of this opinion letter. These opinions only relate to the laws of the Cayman Islands which are in force on the date of this opinion letter. In giving the following opinions, we have relied (without further verification) upon the completeness and accuracy, as at the date of this opinion letter, of the Manager's Certificate and the Certificate of Good Standing. We have also relied upon the following assumptions, which we have not independently verified:

2.1 The Registration Statement has been or will be authorised and duly executed and unconditionally delivered by or on behalf of all relevant parties in accordance with all relevant laws (other than, with respect to the Company, the laws of the Cayman Islands).

2.2 The LLC Agreement has been authorised and duly executed and unconditionally delivered by or on behalf of all relevant parties in accordance with all relevant laws.

2.3 The LLC Agreement remains in full force and effect and has not been amended, varied, waived or supplemented.

2.4 The Registration Statement is, or will be, legal, valid, binding and enforceable against all relevant parties in accordance with their terms under the laws of the State of New York (the "**Relevant Law**") and all other relevant laws (other than, with respect to the Company, the laws of the Cayman Islands).

2.5 The choice of the Relevant Law as the governing law of the Registration Statement has been made in good faith and would be regarded as a valid and binding selection which will be upheld by the courts of the State of New York and any other relevant jurisdiction (other than the Cayman Islands) as a matter of the Relevant Law and all other relevant laws (other than the laws of the Cayman Islands).

2.6 Copies of documents, conformed copies or drafts of documents provided to us are true and complete copies of, or in the final forms of, the originals.

2.7 All signatures, initials and seals are genuine.

2.8 The capacity, power, authority and legal right of all parties under all relevant laws and regulations (other than, with respect to the Company, the laws and regulations of the Cayman Islands) to enter into, execute, unconditionally deliver and perform their respective obligations under the Registration Statement.

2.9 No invitation has been or will be made by or on behalf of the Company to the public in the Cayman Islands to subscribe for any of the Shares.

2.10 There is no contractual or other prohibition or restriction (other than as arising under Cayman Islands law) binding on the Company prohibiting or restricting it from entering into and performing its obligations under the Registration Statement.

2.11 No monies paid to or for the account of any party under the Registration Statement or any property received or disposed of by any party to the Registration Statement in each case in connection with the Registration Statement or the consummation of the transactions contemplated thereby represent or will represent proceeds of criminal conduct or criminal property or terrorist property (as defined in the Proceeds of Crime Act (As Revised) and the Terrorism Act (As Revised), respectively).

2.12 There is nothing contained in the minute book or corporate records of the Company (which we have not inspected) which would or might affect the opinions set out below.

2.13 There is nothing under any law (other than the laws of the Cayman Islands) which would or might affect the opinions set out below. Specifically, we have made no independent investigation of the Relevant Law.

2.14 The Company will receive money or money's worth in consideration for the issue of the Shares.

Save as aforesaid we have not been instructed to undertake and have not undertaken any further enquiry or due diligence in relation to the transaction the subject of this opinion letter.

3 Opinions

Based upon, and subject to, the foregoing assumptions and the qualifications set out below, and having regard to such legal considerations as we deem relevant, we are of the opinion that:

3.1 The Company has been duly formed and registered as a limited liability company and is validly existing and in good standing with the Registrar of Limited Liability Companies under the laws of the Cayman Islands.

3.2 The Shares to be offered and issued by the Company as contemplated by the Registration Statement have been duly authorised for issue, and when issued by the Company against payment in full of the consideration as set out in the Registration Statement and in accordance with the terms set out in the Registration Statement, such Shares will be validly issued, fully paid and non-assessable. As a matter of Cayman Islands law, a membership interest is only issued when it has been entered in the register of members.

4 Qualifications

The opinions expressed above are subject to the following qualifications:

4.1 The obligations assumed by the Company under the Registration Statement will not necessarily be enforceable in all circumstances in accordance with their terms. In particular:

(a) enforcement may be limited by bankruptcy, insolvency, liquidation, reorganisation, readjustment of debts or moratorium or other laws of general application relating to protecting or affecting the rights of creditors and/or contributories;

(b) enforcement may be limited by general principles of equity. For example, equitable remedies such as specific performance may not be available, *inter alia*, where damages are considered to be an adequate remedy;

(c) where obligations are to be performed in a jurisdiction outside the Cayman Islands, they may not be enforceable in the Cayman Islands to the extent that performance would be illegal under the laws of that jurisdiction; and

(d) some claims may become barred under relevant statutes of limitation or may be or become subject to defences of set off, counterclaim, estoppel and similar defences.

4.2 To maintain the Company in good standing with the Registrar of Limited Liability Companies under the laws of the Cayman Islands, annual filing fees must be paid and returns made to the Registrar of Limited Liability Companies within the time frame prescribed by law.

4.3 Under Cayman Islands law, the register of members is *prima facie* evidence of title to membership interests and this register would not record a third party interest in such membership interests. However, there are certain limited circumstances where an application may be made to a Cayman Islands court for a determination on whether the register of members reflects the correct legal position. Further, the Cayman Islands court has the power to order that the register of members maintained by a limited liability company should be rectified where it considers that the register of members does not reflect the correct legal position. As far as we are aware, such applications are rarely made in the Cayman Islands and for the purposes of the opinion given in paragraph 3.2, there are no circumstances or matters of fact known to us on the date of this opinion letter which would properly form the basis for an application for an order for rectification of the register of members of the Company, but if such an application were made in respect of the Shares, then the validity of such shares may be subject to re-examination by a Cayman Islands court.

4.4 In this opinion letter the phrase "non-assessable" means, with respect to the issuance of membership interests, that a member shall not, in respect of the relevant membership interests and in the absence of a contractual arrangement, or an obligation pursuant to the limited liability company agreement, to the contrary, have any obligation to make further contributions to the Company's assets (except in exceptional circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstances in which a court may be prepared to pierce or lift the corporate veil).

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the reference to our firm under the heading "Legal Matters" in the prospectus included in the Registration Statement. In providing our consent, we do not thereby admit that we are in the category of persons whose consent is required under section 7 of the Act or the Rules and Regulations of the Commission thereunder.

We express no view as to the commercial terms of the Registration Statement or whether such terms represent the intentions of the parties and make no comment with regard to warranties or representations that may be made by the Company.

The opinions in this opinion letter are strictly limited to the matters contained in the opinions section above and do not extend to any other matters. We have not been asked to review and we therefore have not reviewed any of the ancillary documents relating to the Registration Statement and express no opinion or observation upon the terms of any such document.

This opinion letter is addressed to you and may be relied upon by you, your counsel and purchasers of Shares pursuant to the Registration Statement. This opinion letter is limited to the matters detailed herein and is not to be read as an opinion with respect to any other matter.

Yours faithfully

/s/ Maples and Calder (Cayman) LLP

Maples and Calder (Cayman) LLP

Grayscale Digital Large Cap Fund LLC
PO Box 309, Ugland House
Grand Cayman
KY1-1104
Cayman Islands

To: Maples and Calder (Cayman) LLP
PO Box 309, Ugland House
Grand Cayman
KY1-1104
Cayman Islands

June 26, 2025

Grayscale Digital Large Cap Fund LLC (the "**Company**")

I, the undersigned, being an authorised signatory of Grayscale Investments Sponsors, LLC, the sole manager of the Company, am aware that you are being asked to provide an opinion letter (the "**Opinion**") in relation to certain aspects of Cayman Islands law. Unless otherwise defined herein, capitalised terms used in this certificate have the respective meanings given to them in the Opinion. I hereby certify that:

1 The LLC Agreement remains in full force and effect and has not been terminated or amended in any way and no breaches of the LLC Agreement have occurred. No event has occurred to effect the termination or dissolution or de-registration of the Company.

2 The Company has not entered into any mortgages or charges over its property or assets other than those entered in the register of mortgages and charges of the Company.

3 The Resolutions were duly adopted, are in full force and effect and have not been amended, varied or revoked in any respect.

4 The number of Shares authorised for issue is unlimited.

5 The Members have not restricted the powers of the Company or the manager of the Company (the "**Manager**") in any manner relevant to the Registration Statement.

6 The Manager at the date of the Resolutions and at the date of this certificate was and is as follows: Grayscale Investments Sponsors, LLC.

7 There is nothing contained in the minute book or the corporate records of the Company (which you have not inspected) which would or might affect the opinions given in the Opinion.

8 Prior to, at the time of, and immediately following the approval of the transactions contemplated by the Registration Statement, the Company was, or will be, able to pay its debts as they fell, or fall, due and has entered, or will enter, into the transactions contemplated by the Registration Statement for proper value and not with an intention to defraud or wilfully defeat an obligation owed to any creditor or with a view to giving a creditor a preference.

9 The Manager considers the transactions contemplated by the Registration Statement to be of commercial benefit to the Company and has acted in good faith in the best interests of the Company, and for a proper purpose of the Company, in relation to the transactions which are the subject of the Opinion.

10 To the best of my knowledge and belief, having made due inquiry, the Company is not the subject of legal, arbitral, administrative or other proceedings in any jurisdiction and neither the Manager nor Members have taken any steps to have the Company struck off or placed in liquidation. Further, no steps have been taken to wind up the Company or to appoint restructuring officers or interim restructuring officers, and no receiver has been appointed in relation to any of the Company's property or assets.

11 To the best of my knowledge and belief, having made due inquiry, there are no circumstances or matters of fact existing which may properly form the basis for an application for an order for rectification of the register of members of the Company.

12 The Registration Statement has been, or will be, authorised and duly executed and delivered by or on behalf of all relevant parties in accordance with all relevant laws.

13 No invitation has been made or will be made by or on behalf of the Company to the public in the Cayman Islands to subscribe for any of the Shares.

14 The Shares to be issued pursuant to the Registration Statement have been, or will be, duly registered, and will continue to be registered, in the Company's register of members.

15 The Company is not a central bank, monetary authority or other sovereign entity of any state and is not a subsidiary, direct or indirect, of any sovereign entity or state.

16 There is no contractual or other prohibition or restriction (other than as arising under Cayman Islands law) binding on the Company prohibiting or restricting it from entering into and performing its obligations under the Registration Statement.

(Signature Page follows)

I confirm that you may continue to rely on this certificate as being true and correct on the day that you issue the Opinion unless I shall have previously notified you in writing personally to the contrary.

Signature: /s/ Craig Salm

Name: Craig Salm

Title: Authorised Signatory

for and on behalf of

Grayscale Investments Sponsors, LLC

Manager

Davis Polk

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017

Exhibit 8.1

June 26, 2025

Grayscale Digital Large Cap Fund LLC
c/o Grayscale Investments Sponsors, LLC
290 Harbor Drive, 4th Floor
Stamford, Connecticut 06902

Ladies and Gentlemen:

We have acted as United States counsel to Grayscale Investments Sponsors, LLC, a Delaware limited liability company (the "**Company**"), in connection with the preparation and filing under the Securities Act of 1933, as amended (the "**Securities Act**"), and the rules and regulations promulgated thereunder, a registration statement on Form S-3 (the "**Registration Statement**"), including the prospectus constituting Part I of the Registration Statement (the "**Prospectus**"). The Registration Statement relates to the proposed issuance by the Grayscale Digital Large Cap Fund LLC (the "**Fund**"), a limited liability company organized under the laws of the Cayman Islands and for which the Company serves as Manager, of an unspecified amount of shares representing units of equal, fractional undivided interests in the profits, losses, distributions, capital and assets of, and ownership of, the Fund (the "**Shares**").

We have examined originals or copies of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary or advisable for the purpose of rendering this opinion. In such examination we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity with the originals of all documents submitted to us as duplicates or certified or conformed copies, and the authenticity of the originals of such latter documents. We have, when relevant facts material to our opinion were not independently established by us, relied, to the extent we deemed such reliance proper, upon written or oral statements of officers and other representatives of the Company. We have assumed, with your permission, that all statements concerning the Fund set forth in the Prospectus and in the written and oral statements described above are true, correct and complete.

Based on and subject to the foregoing, we advise you that, subject to the limitations and qualifications, and based on the assumptions, described herein and therein, the statements of law and legal conclusions set forth in the discussion under the caption "Material Cayman Islands and U.S. Federal Income Tax Considerations—Material U.S. Federal Income Tax Consequences to U.S. Holders" in the Prospectus constitute our opinion as to the material United States federal income tax consequences of the ownership and disposition of Shares that generally may apply to a "U.S. Holder" (as defined in the material under such caption) under currently applicable law.

We express our opinion herein only as to those matters specifically set forth above, and no opinion should be inferred as to the tax consequences of the ownership and disposition of Shares under any state, local or foreign law, or with respect to other areas of U.S. federal taxation. We are members of the Bar of the State of New York and the foregoing opinion is limited to the federal laws of the United States.

We hereby consent to the use of our name under the captions "Material Cayman Islands and U.S. Federal Income Tax Considerations—Material U.S. Federal Income Tax Consequences to U.S. Holders" and "Legal Matters" in the Prospectus and to the filing, as an exhibit to the Registration Statement, of this letter. In giving this consent, we do not admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Davis Polk & Wardwell LLP

Exhibit 23.1

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in the Registration Statement of Grayscale Digital Large Cap Fund LLC (the "Fund") on Amendment No.3 to Form S-3 (Registration No. 333-286293) of our report dated September 6, 2024, with respect to our audit of the financial statements of the Fund as of June 30, 2024 and 2023, and for the two years ended June 30, 2024.

We also consent to the reference to our firm under the heading "Experts" in such Prospectus. We were dismissed as auditors on September 6, 2024 and, accordingly, we have not performed any audit or review procedures with respect to any financial statements for the periods after the date of our dismissal.

/s/ Marcum LLP

New York, NY
June 26, 2025

Exhibit 23.2

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in the Registration Statement of Grayscale Digital Large Cap Fund LLC (the "Fund") on Amendment No.3 to Form S-3 (Registration No. 333-286293) of our report dated September 1, 2022, with respect to our audit of the statements of operations and changes in net assets of the Fund for the year ended June 30, 2022.

We also consent to the reference to our firm under the heading "Experts" in such Prospectus. We were dismissed as auditors on September 27, 2022 and, accordingly, we have not performed any audit or review procedures with respect to any financial statements for the periods after the date of our dismissal.

/s/ Friedman LLP

New York, NY
June 26, 2025

Certain confidential information contained in this document, marked by [***], has been omitted because the registrant has determined that the information (i) is not material and (ii) is the type that the registrant treats as private or confidential.

COINBASE PRIME BROKER AGREEMENT

General Terms and Conditions

1. Introduction

This agreement (including, the Coinbase Custody Custodial Services Agreement attached hereto as Exhibit A (the "Custody Agreement"), the Coinbase Settlement and Transfer Agreement attached hereto as Exhibit B (the "STA"), and all other exhibits, addenda and supplements attached hereto or referenced herein, collectively, the "Coinbase Prime Broker Agreement"), is entered into by and between Grayscale Digital Large Cap Fund LLC ("Client"), Grayscale Investments Sponsors, LLC ("Manager") , and Coinbase, Inc. ("Coinbase"), on behalf of itself and as agent for Coinbase Custody Trust Company, LLC ("Coinbase Custody" or "Trust Company"), and, as applicable, Coinbase Credit, Inc. ("Coinbase Credit," and collectively with Coinbase and Coinbase Custody, the "Coinbase Entities"). This Coinbase Prime Broker Agreement sets forth the terms and conditions pursuant to which the Coinbase Entities will open and maintain the prime broker account (the "Prime Broker Account") for Client and provide services relating to custody and other services (collectively, the "Prime Broker Services") for certain digital assets ("Digital Assets") as set forth herein. Client and the Coinbase Entities (individually or collectively, as the context requires) may also be referred to as a "Party". Capitalized terms not defined in these General Terms and Conditions (the "General Terms") shall have the meanings assigned to them in the respective exhibit, addendum, or supplement. In the event of a conflict between these General Terms and any exhibit, addendum, or supplement hereto, then the document governing the specific relevant Prime Broker Service shall control in respect of such Prime Broker Service.

Although executed as of the date hereof, this Coinbase Prime Broker Agreement shall not become effective until the date on which shares of Grayscale Digital Large Cap Fund LLC begins trading on NYSE Arca as shares of an exchange-traded product.

2. Conflicts of Interest Acknowledgement

Client acknowledges that the Coinbase Entities may have actual or potential conflicts of interest in connection with providing the Prime Broker Services including that Coinbase does not engage in front-running, but is, or may be, aware of pending movements of Digital Assets, and may execute a trade for its own inventory (or the account of an affiliate) while in possession of that knowledge. As a result of these and other conflicts, the Coinbase Entities may have an incentive to favor their own interests and the interests of their affiliates over a particular Client's interests and have in place certain policies and procedures in place that are designed to mitigate such conflicts. Coinbase will maintain appropriate and effective arrangements to eliminate or manage conflicts of interest, including segregation of duties, information barriers and training. Coinbase will notify Client in accordance with the notice provisions hereof of changes to its business that have a material adverse effect on Coinbase's ability to manage its conflicts of interest.

Certain confidential information contained in this document, marked by [***], has been omitted because the registrant has determined that the information (i) is not material and (ii) is the type that the registrant treats as private or confidential.

3. Account Statements

Client authorizes Coinbase to combine information regarding all Prime Broker Services activities into a single statement. Coinbase will provide Client with an electronic account statement every month, at a minimum. Each account statement will identify the amount of cash and each Digital Asset in Client's Prime Broker Account at the end of the period and set forth all Prime Broker Account activity during that period. Client shall have on demand access to its account information on the Coinbase Prime Broker site subject to section 8.1 and availability of the Prime Broker site.

4. Client Instructions

4.1 In a written notice to Coinbase, Client may designate persons and/or entities (including auditors or service providers) authorized to act on behalf of Client with respect to the Prime Broker Account (the "Authorized Representative"). Upon such designation, Coinbase may rely on the validity of such appointment until such time as Coinbase receives Instructions (as defined below) from Client revoking such appointment or designating a new Authorized Representative. Coinbase will disable the access of an Authorized Representative as soon as reasonably practicable upon request from Client and in no event greater than one day following the receipt of such request and the execution of any documents reasonably required by Client. Any removal of an Authorized Representative shall occur automatically, without any request for documentation, upon Client removing such person via the portal.

4.2 The Coinbase Entities may act upon instructions received from Client or Client's Authorized Representative ("Instructions"). When taking action upon Instructions, the applicable Coinbase Entity shall act in a reasonable manner, and in conformance with the following: (a) Instructions shall continue in full force and effect until executed, canceled or superseded; (b) if any Coinbase Entity becomes aware of any Instructions that are illegible, unclear or ambiguous, the applicable Coinbase Entity shall promptly notify Client and may refuse to execute such Instructions until any ambiguity or conflict has been resolved to the Coinbase Entity's satisfaction; (c) the Coinbase Entities may refuse to execute Instructions if in the applicable Coinbase Entity's reasonable opinion such Instructions are outside the scope of its obligations under this Coinbase Prime Broker Agreement or are contrary to any applicable laws, rules, or regulations, and the applicable Coinbase Entity shall promptly notify Client of such refusal; and (d) the Coinbase Entities may rely on any Instructions, notice or other communication believed by it in good faith and in a commercially reasonable manner to be genuine and to be signed or furnished by the proper party or parties thereto, to be given by Client or Client's Authorized Representative. Client shall be fully responsible and liable for, and the Coinbase Entities shall have no liability with respect to, any and all Claims and Losses arising out of or relating to inaccurate or ambiguous Instructions except for errors as a result of Coinbase's negligence, fraud or willful misconduct. Subject to the foregoing and except as otherwise provided for hereunder, Coinbase may not transfer Client Assets absent: (i) Instructions; (ii) a default or an event of default under an agreement with a Coinbase Entity; (iii) a Data Security Event (as defined below); or (iv) in accordance with any applicable laws, rules, regulations, court order or binding order of a government authority. The applicable Coinbase Entity is responsible for losses resulting from its errors in executing a transaction (e.g., if Client provides the correct destination address for executing a withdrawal transaction, but Coinbase Entity erroneously sends Client's Digital Assets to another destination address) subject to the standard of care agreed in Section 20.

4.3 Coinbase shall comply with the Client's Instructions to stake, stack or vote the Client's Digital Assets to the extent the applicable Coinbase Entity supports proof of stake validation, proof of transfer validation, or voting for such Digital Assets. The Coinbase Entities may, in their sole discretion, decide whether or not to support (or cease supporting) staking services or staking or voting for a Digital Asset. In the event that Coinbase ceases to support staking the Coinbase Entities will promptly notify Client provided that (i) such notice is being given to all clients on the prime platform, and (ii) that such notice may be in the same form and manner as Coinbase provides to its other clients on the prime platform.

5. Representations, Warranties, and Additional Covenants

Client represents, warrants, and covenants that:

5.1 Client has the full power, authority, and capacity to enter into this Coinbase Prime Broker Agreement and to engage in transactions with respect to all Digital Assets relating to the Prime Broker Services;

5.2 Neither the Client, nor the Manager nor to the Client's knowledge, any of the Client's beneficial owners are the target of applicable economic, trade and financial sanctions laws, resolutions, executive orders, and regulations enabled by the United States (including those administered by the U.S. Office of Foreign Assets Controls), the United Kingdom, the European Union, the United Nations and other applicable jurisdictions (collectively, "Sanctions Laws"). Client has implemented policies, procedures and controls designed to comply with said Sanctions Laws.

5.3 To the best of Client's knowledge, Client is and shall remain in full compliance with all applicable laws, rules, and regulations in each jurisdiction in which Client operates or otherwise uses the Prime Broker Services, including U.S. securities laws and regulations, as well as any applicable state and federal laws, including AML Laws, USA PATRIOT Act and Bank Secrecy Act requirements, and other anti-terrorism statutes, regulations, and conventions of the United States or other international jurisdictions to the extent relevant and material to its performance hereunder;

5.4 To the best of Client's knowledge, Client is and shall remain in good standing with all relevant government agencies, departments, regulatory, and supervisory bodies in all relevant jurisdictions in which Client does business, and Client will promptly notify Coinbase if Client ceases to be in good standing with any regulatory authority;

5.5 Client shall promptly provide information as the Coinbase Entities may reasonably request from time to time regarding: (a) Client's policies, procedures, and activities which relate to the Prime Broker Services; and (b) Client's use of the Prime Broker Services, in each case to the extent reasonably necessary for the Coinbase Entities to comply with any applicable laws, rules, and regulations (including money laundering statutes, regulations and conventions of the United States or other jurisdictions), or the guidance or direction of, or request from, any regulatory authority or financial institution, in each case related to its performance hereunder, provided that such information may be redacted to remove Confidential Information not relevant to the requirements of this Prime Broker Agreement;

5.6 Client's use of the Prime Broker Services shall be for commercial, business purposes only, limited to activities disclosed in the due diligence information submitted to Coinbase, and shall not include any personal, family or household purposes. Client shall promptly notify Coinbase in writing in the event it intends to use the Prime Broker Services in connection with any business activities not previously disclosed to Coinbase. Coinbase may, in its sole discretion acting in good faith, prohibit Client from using the Prime Broker Services in connection with any business activities not previously disclosed;

5.7 Client's Authorized Representatives have the: (a) full power, authority and capacity to access and use the Prime Broker Services; and (b) appropriate sophistication, expertise, and knowledge necessary to understand the nature and risks, and make informed decisions, in respect of Digital Assets and the Prime Broker Services;

5.8 This Coinbase Prime Broker Agreement is Client's legal, valid, and binding obligation, enforceable against it in accordance with its terms and the person executing or otherwise accepting this Coinbase Prime Broker Agreement; and Client has full legal capacity and authorization to do so;

5.9 In connection with this Coinbase Prime Brokerage Agreement, Client will not use, access or attempt to access or use any trading services provided by the Coinbase Entities including accessing or using any Market Data (as defined below);

5.10 Client will not deposit to a Prime Broker Account any Digital Asset that is not supported by the Prime Broker Services;

5.11 Subject to Section 8.3 and Section 11, Client will not make any public statement, including any press release, media release, or blog post which mentions or refers to a Coinbase Entity or a partnership between Client and a Coinbase Entity, without the prior written consent of the Coinbase Entity;

5.12 All information provided by Client to Coinbase in the course of negotiating this Coinbase Prime Broker Agreement, and the onboarding of Client as Coinbase customer and user of the Prime Broker Services is complete, true, and accurate in all material respects, and no material information has been excluded;

5.13 Client is not a resident in nor organized under the laws of any country with which transactions or dealings are prohibited by governmental sanctions imposed by the U.S., the United Nations, the European Union, the United Kingdom, or any other applicable jurisdiction (collectively, "Sanctions Regimes"), nor is it owned or controlled by a person, entity or government prohibited under an applicable Sanctions Regime;

5.14 Manager has implemented an AML and sanctions program that is reasonably designed to comply with applicable AML, anti-terrorist, anti-bribery/corruption, and Sanctions Regime laws and regulations, including, but not limited to, the Bank Secrecy Act, as amended by the USA PATRIOT Act (collectively, "AML and Sanctions Laws and Regulations"). Said program includes: (a) a customer due diligence program designed to identify and verify the identities of Client's customers; (b) enhanced due diligence on high-risk customers, including but not limited to customers designated as politically exposed persons or residing in high-risk jurisdictions; (c) processes to conduct ongoing monitoring of customer transactional activity and report any activity deemed to be suspicious; (d) ongoing customer sanctions screening against applicable Sanctions Regimes lists; and (e) processes to maintain records related to the above controls as required by law;

5.15 To its knowledge, Client does not maintain any asset in an Account which is derived from any unlawful activity and it will not knowingly instruct or otherwise cause Coinbase to hold any assets or engage in any transaction that would cause Coinbase to violate applicable laws and regulations, including applicable AML and Sanctions Laws and Regulations; and

5.16 Although investors in Client may include plans subject to the Employment Retirement Income Security Act of 1974, as amended ("ERISA"), Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), or a federal, state, local or non-U.S. law that is similar to such laws ("Similar Law"), unless Client advises Coinbase to the contrary in writing, at all times, none of Client's assets constitute, directly or indirectly, as determined under Department of Labor Regulation Section 2510.3-101, as modified by Section 3(42) of ERISA, "plan assets" subject to the fiduciary responsibility and prohibited transaction sections of ERISA or the prohibited transaction provisions of the Code, and no Similar Law applies to the operations of Client as a result of the investment in Client by plans subject to Similar Law and Client shall immediately provide Coinbase with a written notice in the event that Client becomes aware that Client is in breach of the foregoing. Moreover, securities issued by Client are registered under section 12(g) of the Securities Exchange Act of 1934 and such securities otherwise meet the definition of "publicly offered securities" under Department of Labor Regulation Section 2510.3-101(b)(2) and therefore, de facto, the assets of Client do not constitute "plan assets" as defined in such regulation.

Coinbase, on behalf of itself and each other Coinbase Entity, represents, warrants, and covenants that:

5.17 It has the full power, authority, and capacity to enter into and be bound by this Coinbase Prime Broker Agreement;

5.18 It possesses and will maintain, all licenses, registrations, authorizations and approvals required by any applicable government agency, regulatory authority, or self-regulatory authority for it to operate its business and provide the Prime Broker Services;

5.19 Coinbase is and shall operate in compliance in all material respects with all applicable laws, rules, and regulations in each jurisdiction in which Coinbase operates, including U.S. securities laws and regulations, as well as any applicable state and federal laws, including AML Laws, USA Patriot Act and Bank Secrecy Act requirements, and other anti-terrorism statutes, regulations, and conventions of the United States or other international jurisdiction;

5.20 To the best of Coinbase's knowledge, it is currently in good standing with all relevant government agencies, departments, regulatory, and supervisory bodies in all relevant jurisdictions in which it does business, including, as applicable, the Financial Industry Regulatory Authority, the Municipal Securities Rulemaking Board, the Securities Investor Protection Corporation, the National Futures Association, the Commodity Futures Trading Commission, the Securities and Exchange Commission, Federal Deposit Insurance Corporation, and the New York State Department of Financial Services to the extent relevant and material to its performance hereunder, and it will, to the extent permitted under applicable law and by such relevant government agency, department, regulatory and supervisory body, and in compliance with its policies and procedures addressing material non-public information, promptly notify Client if it ceases to be in good standing with any regulatory authority to the extent such cessation would materially impact either party's performance hereunder;

5.21 Coinbase possess, and will maintain, all consents, permits, licenses, registrations, authorizations, approvals and exemptions required by any governmental agency, regulatory authority or other party necessary for it to operate its business and engage in the business relating to its provision of the Prime Broker Services;

5.22 Coinbase shall promptly provide information as the Client may reasonably request in writing from time to time in connection with its provision of the Prime Broker Services, to the extent reasonably necessary for the Client to comply with any applicable laws, rules, and regulations (including money laundering statutes, regulations and conventions of the United States or other jurisdictions), or the guidance or direction of, or request from, any regulatory authority or financial institution, in each case related to its performance hereunder and to the extent that providing such information is not prohibited by applicable law or any internal policies and procedures in furtherance of applicable law or addressing material non-public information, and does not constitute material nonpublic information;

5.23 It has all rights necessary to provide Client with access to the Coinbase Prime Broker Site and Content, Coinbase Prime, Coinbase Prime API, Market Data and any other tech/data provided by Coinbase (the "Coinbase Tech") as contemplated herein; (b) the intended use by Client of the Coinbase Tech as described in and in accordance with this Coinbase Prime Broker Agreement shall not infringe, violate or misappropriate the intellectual property rights of any third party;

5.24 This Coinbase Prime Broker Agreement is its legal, valid, and binding obligation, enforceable against it in accordance with its terms and the person executing or otherwise accepting this Coinbase Prime Broker Agreement has full legal capacity and authorization to do so;

5.25 Each Coinbase Entity has adopted, implemented, and shall maintain and follow a reasonable risk- based program ("Sanctions Program") that is designed to comply with all applicable Sanctions Laws. That Sanctions Program includes reasonable steps designed to prevent Digital Assets, Orders or transactions from being directly derived from or knowingly associated with persons, entities or countries that are the target or subject of sanctions or any country embargoes, in violation of any Sanctions Laws;

5.26 Each Coinbase Entity, as applicable, has also adopted, implemented, and shall maintain and follow an anti-money laundering program ("AML Program") that is designed to comply with all applicable AML Laws. As part of its AML Program, each Coinbase entity performs both initial and ongoing due diligence on each of its customers, as well as ongoing transaction monitoring that is designed to identify and report suspicious activity conducted through customer accounts, as required by law. The above AML controls are applied to all customer accounts, including those opened by: (a) authorized participants of the Client; or (b) agents/partners of such authorized participants (collectively as "Authorized Participant Accounts") for the purpose of facilitating Specified Digital Asset (as defined below) deposits to, and withdrawals from, the Client's Custody or Settlement Account;

"Specified Digital Asset" means each of the following Digital Assets: Bitcoin (BTC), Ethereum (ETH), Solana (SOL), Cardano (ADA), and XRP (and any other assets that may be added pursuant to routine rebalancing provided it is a Digital Asset supported by Coinbase).

5.27 **A**ny external fund movement into an Authorized Participants Account(s) at Coinbase will be subject to a sanctions screening check performed by Coinbase, prior to any transfer to the Client's Settlement Account(s), designed to ensure that any Specified Digital Assets in-kind transactions did not, directly originate from persons, entities or countries that are the target or subject of sanctions or any country embargoes, or were not knowingly associated with such persons, entities or countries, in violation of any Sanctions Laws. Similarly, external transaction flows into and out of the Client's Custody Account(s) will be subject to periodic sanctions screening for the same purposes;

5.28 In the event that, based on sanctions screening described above, a transfer is determined to have been conducted in violation of Sanctions Laws, Coinbase will: (a) block or reject such Specified Digital Asset, where required by applicable Sanctions Laws; and (b) agree to promptly inform the Client, so long as permitted by law;

5.29 Each Coinbase Entity also agrees to provide Client with: (i) a quarterly report on the sanctions screening results outlined in section 5.24 after the end of the calendar quarter; and (ii) to the extent permitted by law, such information as it may reasonably request, to enable Client to fulfill its obligations under Sanctions Laws and AML Laws, including an annual attestation regarding Coinbase's AML and Sanctions Law controls. Client is permitted to share this report with service providers of the Client and authorized participants;

5.30 Coinbase Entities will maintain control of the Client's Specified Digital Asset in a manner consistent with industry leading standards; and

5.31 Subject to Section 8.3, Coinbase Entities will not make any public statement, including any press release, media release, or blog post which mentions or refers to the Client or a partnership between Coinbase Entities and the Client, without the prior written consent of the Client. Notwithstanding anything herein to the contrary, Coinbase Entities may disclose the existence of this Prime Broker Agreement to its investors and prospective investors. Additionally, notwithstanding anything herein to the contrary, the Client permits the Coinbase Entities to reference the Client (including a description of the Client and/or business, as obtained from publicly available information on Client's website or filings with the Securities and Exchange Commission) as a Client hereunder along with the existence and terms of this Coinbase Prime Broker Agreement, in its public disclosures contained in public filings, each as may be required under applicable law. In addition, Coinbase Entities may file the Coinbase Prime Broker Agreement as an exhibit in public filings with the Securities and Exchange Commission, as may be required under applicable law, provided that such information may be redacted to remove pricing and other proprietary information in the Coinbase Prime Broker Agreement as permitted under applicable law.

6. No Investment Advice or Brokerage

6.1 Client assumes responsibility for each transaction in or for its Prime Broker Account. Client understands and agrees that none of the Coinbase Entities are a SEC/FINRA registered broker-dealer or investment adviser to Client in any respect, and the Coinbase Entities have no liability, obligation, or responsibility whatsoever for Client decisions relating to the Prime Broker Services. Client should consult its own legal, tax, investment and accounting professionals.

6.2 While the Coinbase Entities may make certain general information available to Client, the Coinbase Entities are not providing and will not provide Client with any investment, legal, tax or accounting advice regarding Client's specific situation. Client is solely responsible, and shall not rely on the Coinbase Entities, for determining whether any investment, investment strategy, or transaction involving Digital Assets is appropriate for Client based on Client's investment objectives, financial circumstances, risk tolerance, and tax consequences. The Coinbase Entities shall have no liability, obligation, or responsibility whatsoever regarding any Client decision to enter into in any transaction with respect to any Digital Asset.

7. Opt-In to Article 8 of the Uniform Commercial Code

Client Assets in the Settlement Balance and Vault Balance (as defined hereinafter) will be treated as "financial assets" under Article 8 of the New York Uniform Commercial Code ("Article 8"). Coinbase and Coinbase Custody are "securities intermediaries," the Settlement Balance and Vault Balance are each "securities accounts," and Client is an "entitlement holder" under Article 8. This Agreement sets forth how the Coinbase Entities will satisfy their Article 8 duties. Treating Client Assets in the Settlement Balance and Vault Balance as financial assets under Article 8 does not determine the characterization or treatment of the cash and Digital Assets under any other law or rule. New York will be the securities intermediary's jurisdiction with respect to Coinbase and Coinbase Custody, and New York law will govern all issues addressed in Article 2(1) of the Hague Securities Convention. Coinbase and Coinbase Custody will credit the Client with any payments or distributions on any Client Assets it holds for Client's Settlement Balance and Vault Balance. Coinbase and Coinbase Custody will comply with Client's Instructions with respect to Client Assets in Client's Settlement Balance or Vault Balance, subject to the terms of the STA or Custody Agreement, as applicable, and related Coinbase rules. Neither Coinbase nor Coinbase Custody may grant a security interest in the Digital Assets in either the Settlement Balance or Vault Balance, respectively. Digital Assets in Client's Custodial Account are custodial assets. Under Article 8, the Digital Assets in either the Settlement Balance or Vault Balance are not general assets of Coinbase or Coinbase Custody, respectively and are not available to satisfy claims of creditors of Coinbase or Coinbase Custody, respectively. Coinbase and Coinbase Custody will comply at all times with the duties of a securities intermediary under Article 8, including those set forth at sections 8-504(a), 8505(a), 8-506(a), 8-507 and 8-508, in accordance with the terms of this Coinbase Prime Broker Agreement.

8. General Use, Security and Prohibited Use

8.1 *Prime Broker Site and Content*. During the term of this Coinbase Prime Broker Agreement, the Coinbase Entities hereby grant Client a limited, nonexclusive, non-transferable, non-sublicensable, revocable and royalty-free license, subject to the terms of this Coinbase Prime Broker Agreement, to access and use the Coinbase Prime Broker Site accessible at prime.coinbase.com ("Coinbase Prime Broker Site") and related content, materials, and information (collectively, the "Content") solely for Client's internal business use and other purposes as permitted by Coinbase in writing from time to time. Any other use of the Coinbase Prime Broker Site or Content is hereby prohibited. All other right, title, and interest (including all copyright, trademark, patent, trade secrets, and all other intellectual property rights) in the Coinbase Prime Broker Site, Content, and Prime Broker Services is and will remain the exclusive property of the Coinbase Entities and their licensors. Except as expressly permitted herein, Client shall not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Prime Broker Services or Content, in whole or in part. "Coinbase," "Coinbase Prime," "prime.coinbase.com," and all logos related to the Prime Broker Services or displayed on the Coinbase Prime Broker Site are either trademarks or registered marks of the Coinbase Entities or their licensors. Client may not copy, imitate or use them without

Coinbase's prior written consent. The license granted under this Section 8.1 will automatically terminate upon termination of this Coinbase Prime Broker Agreement, or the suspension or termination of Client's access to the Coinbase Prime Broker Site or Prime Broker Services.

8.2 *Website Accuracy*. Although Coinbase intends to provide accurate and timely information on the Coinbase Prime Broker Site, the Coinbase Prime Broker Site (including, without limitation, the Content) may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide Client with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding Coinbase Entities policies, products and services. Accordingly, Client should verify all information before relying on it, and all decisions based on information contained on the Coinbase Prime Broker Site are Client's sole responsibility and the Coinbase Entities shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by the Coinbase Entities. The Coinbase Entities is not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible from or linked to the Coinbase Prime Broker Site.

8.3 *Limited License of Coinbase Brand.* Notwithstanding Section 5 of this Coinbase Prime Broker Agreement, Coinbase hereby grants to Client a nonexclusive, non-transferable, non-sublicensable, revocable, and royalty-free right, subject to the terms of this Coinbase Prime Broker Agreement, to display, in accordance with Coinbase's brand guidelines, Coinbase's trademark and logo as set forth in the Coinbase Trademark Usage Guidelines, or otherwise refer to its name (the "Coinbase Brand"), for the sole and limited purpose of identifying Coinbase as a provider of Prime Broker Services to Client on Client's website or to investors or the public, as required by its investment activities. Client may also use the Coinbase Brand in published form, including but not limited to investor or related marketing materials using only the content pre-approved by Coinbase ("Pre-Approved Marketing Content"). Client (1) shall not deviate from nor modify the Pre-Approved Marketing Content, and (2) shall not make any representations or warranties regarding the Prime Services provided by Coinbase (other than factually accurate statements that Coinbase is a provider of Prime Broker Services). Client acknowledges that it shall not acquire any right of ownership to any Coinbase copyrights, patents, trade secrets, trademarks, trade dresses, service marks, or other intellectual property rights, and further agrees that it will cease using any materials that bear the Coinbase Brand upon termination of this Coinbase Prime Broker Agreement. All uses of the Coinbase Brand hereunder shall inure to the benefit of Coinbase and Client shall not do or cause to be done any act or thing that may in any way adversely affect any rights of Coinbase in and to the Coinbase Brand or otherwise challenge the validity of the Coinbase Brand or any application for registration thereof, or any trademark registration thereof, or any rights therein. Notwithstanding the foregoing, Coinbase shall retain the right to request that Client modify or terminate its use of the Coinbase Brand if Coinbase, in its sole and absolute discretion, disapproves of Client's use of the Coinbase Brand.

8.4 *Unauthorized Users.* Client shall not knowingly permit any person or entity that is not the Client or an Authorized Representative (each, an "Unauthorized User") to access, connect to, and/or use Client's Prime Broker Account. The Coinbase Entities shall have no liability, obligation, or responsibility whatsoever for, and Client shall be fully responsible and liable for, any and all Claims and Losses arising out of or relating to the acts and omissions of any Unauthorized User, except to the extent caused by any Coinbase Entity's negligence, fraud or willful misconduct, in respect of the Prime Broker Services, Prime Broker Account, and/or the Prime Broker Site. Client shall notify Coinbase promptly if Client believes or becomes aware that an Unauthorized User has accessed, connected to, or used Client's Prime Broker Account.

8.5 *Password Security; Contact Information*. Client is fully responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys, YubiKeys, other security or confirmation information or hardware, and any other codes that Client uses to access the Prime Broker Account and Prime Broker Services. Client agrees to keep Client's email address and telephone number up to date in Client's Prime Broker Account in order to receive any notices or alerts that the Coinbase Entities may send to Client. Client shall be fully responsible for, and the Coinbase Entities shall have no liability, obligation, or responsibility whatsoever for, any Losses that Client may sustain due to compromise of Prime Broker Account login credentials. In the event Client believes Client's Prime Broker Account information has been compromised, Client must promptly contact Coinbase.

8.6 *Prohibited Use*. Client shall not engage in any of the following activities with its use of the Prime Broker Services:

8.6.1. *Unlawful Activity*. Activity that would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Coinbase conducts business, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information;

8.6.2. *Abusive Activity*. Client shall use reasonable efforts not to engage in actions that impose an unreasonable or disproportionately large load on Coinbase's infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to Coinbase systems that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to Coinbase systems, other Coinbase accounts, computer systems or networks connected to Coinbase systems, Coinbase Site, through password mining or any other means; use Coinbase Account information of another party to access or use the Coinbase systems, except in the case of specific Clients and/or applications which are specifically authorized by a Client to access such Client's Coinbase Account and information; or transfer Client's account access or rights to Client's account to a third party, unless by operation of law or with the express permission of Coinbase; and

8.6.3. *Fraud*. Activity which operates to defraud Coinbase or any other person or entity.

8.7 *Computer Viruses*. The Coinbase Entities shall not have any liability, obligation, or responsibility whatsoever for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect Client's computer or other equipment, or any phishing, spoofing or other attack, unless such damage or interruption directly resulted from

the Coinbase Entities' negligence, fraud, or willful misconduct. Client agrees to access and use its Prime Broker Account through the Coinbase Prime Broker Site to review any Orders, deposits or withdrawals or required actions to confirm the authenticity of any communication or notice from the Coinbase Entities.

9. Taxes

9.1 *Taxes*. Except as otherwise expressly stated herein, Client shall be fully responsible and liable for, and the Coinbase Entities shall have no liability, obligation, or responsibility whatsoever for, the payment of any and all present and future tariffs, duties or taxes (including withholding taxes, transfer taxes, stamp taxes, documentary taxes, value added taxes, personal property taxes and all similar costs) imposed or levied by any government or governmental agency (collectively, "Taxes") and any related Claims and Losses or the accounting or reporting of income or other Taxes arising from or relating to any transactions Client conducts through the Prime Broker Services. Client shall file all tax returns, reports, and disclosures required by applicable law.

9.2 *Withholding Tax*. Except as required by applicable law, each payment under this Coinbase Prime Broker Agreement or collateral deliverable by Client to any Coinbase Entities shall be made, and the value of any collateral or margin shall be calculated, without withholding or deducting of any Taxes. If any Taxes are required to be withheld or deducted, Client: (a) authorizes the Coinbase Entities to effect such withholding or deduction and remit such Taxes to the relevant taxing authorities; and (b) shall pay such additional amounts or deliver such further collateral as necessary to ensure that the actual net amount received by the Coinbase Entities is equal to the amount that the Coinbase Entities would have received had no such withholding or deduction been required. Client agrees that the Coinbase Entities may disclose any information with respect to Client Assets, the Prime Broker Account, Custodial Accounts, Settlement Accounts, and transactions required by any applicable taxing authority or other governmental entity. The Client agrees that the Coinbase Entities may withhold or deduct Taxes as may be required by applicable law. From time to time, Coinbase Entities shall ask Client for tax documentation or certification of Client's taxpayer status as required by applicable law, and any failure by Client to comply with this request in the time frame identified may result in withholding and/or remission of taxes to a tax authority as required by applicable law.

10. Prime Broker Services Fees

10.1 Manager agrees to pay all fees in connection with the Client's Orders and Client's use of the Prime Broker Services on a timely basis as set forth in the Fee Schedule, attached hereto as Appendix 1. If such fees remain unpaid for sixty (60) days following the payment date, Client authorizes Coinbase to deduct any such unpaid amounts from the Manager's Prime Broker Accounts.

10.2 Client acknowledges that Coinbase Custody will charge fees for any balance of Digital Assets that Client keeps in the Vault Balance.

11. Confidentiality

11.1 Client and Coinbase Entities each agree that with respect to any non-public, confidential or proprietary information of the other Party, including the existence and terms of this Coinbase Prime Broker Agreement and information relating to the other Party's business operations or business relationships (including without limitation information concerning any purchaser of any securities issued by the Client (each a "Beneficiary") (including, without limitation, the identity of such Beneficiary, the fact that such Beneficiary is the beneficial owner of any Digital Assets, any information concerning its securities or cash positions, any banking or other relationships between Coinbase Entities and such Beneficiary or any information from which any such information could be derived by a third party) the Coinbase Entities' fees), the contents of any document any information relating to, or transactions involving, Digital Assets, trade secrets or other confidential commercial information), and information with respect to profit margins, and profit and loss information), and any arbitration pursuant to Section 22 (collectively, "Confidential Information"), it: (a) will not disclose such Confidential Information except to such Party's officers, directors, agents, employees and professional advisors who need to know the Confidential Information for the purpose of assisting in the performance of this Coinbase Prime Broker Agreement and who are informed of, and agree to be bound by obligations of confidentiality no less restrictive than those set forth herein; and (b) will protect such Confidential Information from unauthorized use and disclosure. Each Party shall use any Confidential Information that it receives solely for purposes of: (i) exercising its rights and performing its duties under the Coinbase Prime Broker Agreement; and (ii) complying with any applicable laws, rules, or regulations; provided that, the Coinbase Entities may use Confidential Information for (1) risk management; and (2) to develop or enhance their products and services provided the Confidential Information is properly anonymized and in an aggregated form that does not identify Client and is stripped of any persistent identifiers (such as device identifiers, IP addresses, and cookie IDs) in relation to subsection (2). Confidential Information shall not include any (w) information that is or becomes generally publicly available through no fault of the recipient; (x) information that the recipient obtains from a third party (other than in connection with this Coinbase Prime Broker Agreement) that, to the recipient's best knowledge, is not bound by a confidentiality agreement prohibiting such disclosure; (y) information that is independently developed or acquired by the recipient without the use of Confidential Information provided by the disclosing party; or (z) disclosure with the prior written consent of the disclosing Party. The Parties acknowledge that the terms of this Coinbase Prime Broker Agreement are Confidential Information.

11.2 Notwithstanding the foregoing, each Party may disclose Confidential Information of the other Party to the extent required by a court of competent jurisdiction or governmental authority or otherwise required by law rule or regulation or regulatory agency including but not limited to self-regulatory agencies; provided, however, the Party making such required disclosure shall first notify the other Party (to the extent legally permissible) and shall afford the other Party a reasonable opportunity to seek confidential treatment if it wishes to do so and will consider in good faith reasonable and timely requests for redaction. For purposes of this Section 11, no affiliate of Coinbase with the exception of Coinbase Asset Management, shall be considered a third party of any Coinbase Entity, and the Coinbase Entities may freely share Client's Confidential Information among each other and with such affiliates. All documents and other tangible objects containing or representing Confidential Information and all copies or extracts thereof or notes derived therefrom that are in the possession or control of the receiving Party shall be and remain the property of the disclosing Party and shall be promptly returned to the disclosing Party or destroyed, each upon the disclosing Party's request; provided, however, notwithstanding the foregoing, the receiving Party

may retain Confidential Information if: (a) required by law or regulation; or (b) retained pursuant to an established document retention policy

11.3 Notwithstanding anything contained in this Section 11 or otherwise in this Coinbase Prime Broker Agreement to the contrary, the Parties agree that the Client may: (i) file the Coinbase Prime Broker Agreement as an exhibit in public filings with the Securities and Exchange Commission, as may be required under applicable law, provided that such information shall be redacted to remove pricing and other proprietary information in the Coinbase Prime Broker Agreement as permitted under applicable law; and (ii) disclose the existence of this Coinbase Prime Brokerage Agreement to its investors and potential investors.

12. Market Data

Client agrees that its use of data made available to it through the application programming interface(s) of the Prime Platform (as defined in the STA), which may include the prices and quantities of orders and transactions executed on the Prime Platform (collectively "Market Data"), is subject to the Market Data Terms of Use, as amended and updated from time to time at *https://www.coinbase.com/legal/market_data* or a successor website.

13. Recording of Conversations

For compliance and monitoring purposes, Client authorizes each Coinbase Entity at its sole discretion to record conversations between such Coinbase Entity and Client or its Authorized Representatives relating to this Coinbase Prime Broker Agreement, the Prime Broker Account and the Prime Broker Services.

14. Security and Business Continuity

The Coinbase Entities have implemented and will maintain a reasonable information security program (as summarized in the Security Addendum attached hereto) that includes policies and procedures that are reasonably designed to safeguard Coinbase Entities' electronic systems and Client's Confidential Information from, among other things, unauthorized access or misuse. In the event of a Data Security Event (defined below), the applicable Coinbase Entity shall promptly (subject to any legal or regulatory requirements) notify Client in writing at the email addresses listed in Section 33 and such notice shall include the following information: (i) the timing and nature of the Data Security Event, (ii) the information related to Client that was compromised, including the names of any individuals' acting on Client's behalf in his or her corporate capacity whose personal information was compromised, (iii) when the Data Security Event was discovered, and (iv) remedial actions that have been taken and that the applicable Coinbase Entity plans to take. "**Data Security Event**" is defined as any event whereby: (a) an unauthorized person (whether within Coinbase or a third party) acquired or accessed Client's information; (b) Client's information is otherwise lost, stolen or compromised.

The Trust Company will respond to any periodic request from Client regarding the identity of the Trust Company's then employed Chief Information Security Officer, or other senior security officer of a similar title; such requests may be made by Client monthly.

For the year 2023, and for each year thereafter, no more than once per calendar year, Client shall be entitled to request that Coinbase provide a copy of its most recent Services Organization Controls ("SOC") 1 report and SOC 2 report, (together, the "SOC Reports"), and promptly deliver to Client a copy thereof by December 31 of each year. The SOC 1 and SOC 2 reports shall not be dated more than one year prior to such request. Coinbase reserves the right to combine the SOC 1 and SOC 2 reports into a

comprehensive report. In the event that Coinbase does not deliver a SOC 1 Report or SOC 2 Report, as applicable, Client shall be entitled to terminate this Coinbase Prime Broker Agreement. Client may also request letters of representation regarding any known changes or conclusions to the SOC Reports on a quarterly basis between SOC reports ("SOC Bridge Letters").

The Coinbase Entities have established a business continuity plan that will support their ability to conduct business in the event of a significant business disruption. The business continuity plan is reviewed and updated annually, and may be updated more frequently as deemed necessary by the Coinbase Entities in their sole discretion. To receive more information about the Coinbase Entities' business continuity plan, please send a written request to [***].

15. Acknowledgement of Risks

Client hereby acknowledges, that: (i) Digital Assets are not legal tender, are not backed by any government, and are not subject to protections afforded by the Federal Deposit Insurance Corporation or Securities Investor Protection Corporation; (ii) Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and/or value of Digital Assets; (iii) transactions in Digital Assets are irreversible, and, accordingly, Digital Assets lost due to fraudulent or accidental transactions may not be recoverable; (iv) certain Digital Assets transactions will be deemed to be made when recorded on a public blockchain ledger, which is not necessarily the date or time that Client initiates the transaction or such transaction enters the pool; (v) the value of Digital Assets may be derived from the continued willingness of market participants to exchange any government issued currency ("Fiat Currency") for Digital Assets, which may result in the permanent and total loss of value of a Digital Asset should the market for that Digital Asset disappear; (vi) the volatility of the value of Digital Assets relative to Fiat Currency may result in significant losses; (vii) Digital Assets may be susceptible to an increased risk of fraud or cyber-attack; (viii) the nature of Digital Assets means that any technological difficulties experienced by a Coinbase Entity may prevent the access or use of Client Digital Assets; and (ix) any bond or trust account maintained by Coinbase Entities for the benefit of its customers may not be sufficient to cover all losses (including Losses) incurred by customers.

16. Operation of Digital Asset Protocols

16.1 The Coinbase Entities do not own or control the underlying software protocols which govern the operation of Digital Assets. Generally, the underlying software protocols and, if applicable, related smart contracts (referred to collectively as "Protocols" for purposes of this Section 16) are open source and anyone can use, copy, modify or distribute them. By using the Prime Broker Services, Client acknowledges and agrees that: (i) the Coinbase Entities make no guarantee of the functionality, security, or availability of underlying Protocols; (ii) some underlying Protocols are subject to consensus-based proof of stake validation methods which may allow, by virtue of their governance systems, changes to the associated blockchain or digital ledger ("Governance Modifiable Blockchains"), and that any Client transactions validated on such Governance Modifiable Blockchains may be affected accordingly; and (iii) the underlying Protocols are subject to sudden changes in operating rules (a/k/a "forks"), and that such forks may materially affect the value, function, and/or even the name of the Digital Assets. In the event of a fork, Client agrees that the Coinbase Entities may temporarily suspend Prime Broker Services (with or without notice to Client) and that the Coinbase Entities may, in their sole discretion, determine whether or not to support (or cease supporting) either branch of the forked protocol entirely. Client agrees that the Coinbase Entities shall have no liability, obligation or responsibility whatsoever arising out of or relating to the operation of Protocols, transactions affected by Governance

Modifiable Blockchains, or an unsupported branch of a forked protocol and, accordingly, Client acknowledges and assumes the risk of the same.

16.2 Client will abandon irrevocably for no direct or indirect consideration (each such abandonment, a "Prospective Abandonment"), effective immediately prior to any time at which Client creates shares or units (each such time, a "Creation Time") or redeems shares or units (each such time, a "Redemption Time"), all Incidental Assets of Client, provided that a Prospective Abandonment immediately prior to any Creation Time or Redemption Time will not apply to any Incidental Asset if (i) Client has taken an Affirmative Action to acquire or abandon such Incidental Asset at any time prior to such Creation Time or Redemption Time or (ii) such Incidental Asset has been subject to a previous Prospective Abandonment. Coinbase acknowledges that, as a consequence of a Prospective Abandonment, Client will have no right to receive any Incidental Asset that is subject to such Prospective Abandonment, and Coinbase will have no authority, pursuant to this Coinbase Prime Broker Agreement or otherwise, to exercise, obtain or hold, as the case may be, any such Incidental Asset on behalf of Client, nor may Coinbase ultimately take control of such Incidental Asset for its own economic benefit. Client represents that it will take no action at any time that is inconsistent with a Prospective Abandonment and, without limiting the generality of the foregoing, that it will not accept any future delivery of any abandoned Incidental Asset, that it will not accept any payment from any person in respect of any abandoned Incidental Asset and that it will not represent to any person or in any context that it has any remaining rights with respect to any abandoned Incidental Asset.

"Affirmative Action" is defined as the Manager's written notification to Coinbase of Client's intention (i) to acquire and/or retain an Incidental Asset or (ii) to abandon, with effect prior to the relevant Creation Time or **Redemption** Time, an Incidental Asset.

"Incidental Asset" is defined as any digital asset or other asset, and any right of Client to acquire any digital asset or other asset, that has arisen out of Client's ownership of Digital Assets, whether through a fork, airdrop or similar occurrence, without any action on the part of Client or its trustee or the Manager on its behalf.

16.3 Unless specifically communicated by the Coinbase Entities through a written public statement on the Coinbase website, the Coinbase Entities do not support airdrops, metacoins, colored coins, side chains, or other derivative, enhanced or forked protocols, tokens or coins, which supplement or interact with a Digital Asset (collectively, "Advanced Protocols") in connection with the Prime Broker Services. Client shall not use its Prime Broker Account to attempt to receive, request, send, store, or engage in any other type of transaction involving an Advanced Protocol. The Prime Broker Services are not configured to detect, process and/or secure Advanced Protocol transactions and neither Client nor the Coinbase Entities will be able to retrieve any unsupported Advanced Protocol. Coinbase shall have no liability, obligation, or responsibility whatsoever in respect to Advanced Protocols.

17. Setoff

Upon the occurrence of a default or an event of default under an agreement with a Coinbase Entity (including an "Event of Default" as such term is defined in the Post Trade Financing Agreement, if applicable (in each case, at maturity, upon acceleration or otherwise) or the occurrence of an event that constitutes "Cause" (as defined below) (each, a "Setoff Event"), each Coinbase Entity may setoff and net the amounts due from it or any other Coinbase Entity to Client and from Client to it or any other Coinbase Entity, so that a single payment (the "Net Payment") shall be immediately due and payable by the Manager on behalf of the Client or the Coinbase Entity to the other (subject to the other provisions hereof and of any agreement with a Coinbase Entity). If any amounts cannot be included within the Net Payment, such amounts shall be excluded but may still be netted against any other similarly excluded amounts. Upon the occurrence of a Setoff Event, each Coinbase Entity may also: (a) liquidate, apply and setoff any or all Manager Assets (as such term is defined in the STA) against any Net Payment, unpaid trade credits, or any other obligation owed by Client to any Coinbase Entity; and (b) setoff and net any Net Payment or any other obligation owed to the Client by any Coinbase Entity against: (i) any or all collateral or margin posted by any Coinbase Entity to Client (or the U.S. dollar value thereof, determined by Coinbase in its sole discretion on the basis of a recent price at which the relevant Digital Asset was sold to customers on the Prime Platform); and (ii) any Net Payment, unpaid trade credits or any other obligation owed by Client to any Coinbase Entity (in each case, whether matured or unmatured, fixed or contingent, or liquidated or unliquidated). Client agrees that in the exercise of setoff rights or secured party remedies, the Coinbase Entities may value Client Digital Assets using the same valuation methods and processes that are otherwise used when a Coinbase customer sells an asset on the Prime Platform or the applicable index or reference rate provided by Coindesk Indices, Inc. as determined by Coinbase in its sole discretion.

18. Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH HEREIN TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRIME BROKER SERVICES AND THE COINBASE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND, AND THE COINBASE ENTITIES HEREBY SPECIFICALLY DISCLAIM ALL WARRANTIES NOT SPECIFICALLY SET FORTH HEREIN WITH RESPECT TO THE PRIME BROKER SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES AND/OR CONDITIONS OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN THE COINBASE ENTITIES DO NOT WARRANT THAT THE PRIME BROKER SERVICES, INCLUDING ACCESS TO AND USE OF THE COINBASE WEBSITES, OR ANY OF THE CONTENT CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, COMPATIBLE WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, SECURE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE.

19. Indemnification

19.1 Client shall defend and indemnify and hold harmless each Coinbase Entity, its affiliates, and their respective officers, directors, agents, employees and representatives from and against any and all Claims and Losses arising out of or relating to: (i) Client's material breach of this Coinbase Prime Broker Agreement; (ii) Client's violation of any applicable law, rule or regulation, or rights of any third party related to the performance of Client's obligations under this Prime Broker Agreement; or (iii) Client's negligence, fraud or willful misconduct, except to the extent that such Claims or Losses relate to Coinbase's negligence, fraud or willful misconduct. This obligation will survive any termination of this Coinbase Prime Broker Agreement.

19.2 The Coinbase Entities shall defend and indemnify and hold harmless Client, its Affiliates, and their respective officers, directors, agents, employees and representatives from and against any and all third party Claims and Losses to the extent arising out of or relating to any: (i) violation of applicable law, rule, or regulation; (ii) negligence, fraud or willful misconduct with respect to the provision of the Prime Broker Services; (iii) the full amount of any Client Assets lost due to the insolvency of or security event at any third party Connected Trading Venue, or (iv) violation misappropriation, or infringement upon any third party intellectual and/or industrial property rights, including patent rights, copyrights, moral rights, trademarks, trade names, service marks, trade secrets, rights in inventions (including applications for, and registrations, extensions, renewals, and re-issuances of the foregoing), in each case as it relates to the Claims and Losses arising during the term of the Coinbase Prime Broker Agreement or as it relates to activity during such term except to the extent Claims or Losses arise out of or relate to Client's negligence, fraud, willful misconduct or material breach of this Coinbase Prime Broker Agreement. This obligation will survive any termination of this Coinbase Prime Broker Agreement.

19.3 Each party's indemnification obligation under Section 19 of this Coinbase Prime Broker Agreement shall apply only if the indemnified party does the following: (a) notifies the indemnifying party promptly in writing, not later than thirty (30) days after the indemnified party receives notice of the Claim (or sooner if required by applicable law); (b) gives the indemnifying party sole control of the defense and any settlement negotiations (subject to the below); and (c) gives the indemnifying party the information, authority, and assistance such party needs to defend against or settle the Claim, provided that the Indemnified Party may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the indemnifying party, but without obtaining the indemnifying party's consent) if (a) such settlement is entered into more than 30 days after a request by the indemnified party to the indemnifying party for consent to a proposed settlement or (b) such settlement or compromise or consent does not include a statement as to, or an admission of, fault, culpability, negligence or a failure to act by or on behalf of the indemnifying party or an agent thereof; and (iv) gives the indemnifying party reasonable access at reasonable times (on reasonable prior notice) to the information, authority, and assistance that it needs to defend against or settle the Claim.

19.4 No Party providing indemnification pursuant to this Section 19 shall accept any settlement of any Claims or Losses if such settlement imposes any financial or non-financial liabilities, obligations or restrictions on, or requires an admission of guilt or wrong doing from, any indemnified party pursuant to this Section 19, without such indemnified party's prior written consent.

19.5 For the purposes of this Coinbase Prime Broker Agreement:

(a) "Claim" means any action, suit, litigation, demand, charge, arbitration, proceeding (including any civil, criminal, administrative, investigative, or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other governmental, regulatory or administrative body or any arbitrator or arbitration panel; and

(b) "Losses" means any liabilities, damages, diminution in value, payments, obligations, losses, interest, costs and expenses, security or other remediation costs (including any regulatory investigation or third party subpoena costs, reasonable attorneys' fees, court costs, expert witness fees, and other expenses relating to investigating or defending any Claim); fines, taxes, fees, restitution, or penalties imposed by any governmental, regulatory or administrative body, interest on and additions to tax with respect to, or resulting from, Taxes imposed on Client's assets, cash, other property, or any income or gains derived therefrom; and judgments (at law or in equity) or awards of any nature.

20. Limitation of Liability

20.1 Waiver of Consequential Damages

IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE TRUST COMPANY SITE OR THE TRUST COMPANY CUSTODIAL SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF TRUST COMPANY HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

20.2 Standard of Care

IN NO EVENT SHALL ANY COINBASE ENTITY, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND REPRESENTATIVES HAVE ANY LIABILITY TO CLIENT OR ANY THIRD PARTY WITH RESPECT TO ANY BREACH OF ITS OBLIGATIONS HEREUNDER, EXPRESS, OR IMPLIED, WHICH DOES NOT RESULT FROM ITS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT.

20.3 No Joint and Several Liability

NOTHING IN THIS COINBASE PRIME BROKER AGREEMENT SHALL BE DEEMED TO CREATE ANY JOINT OR SEVERAL LIABILITY AMONG ANY OF THE COINBASE ENTITIES.

20.4 Replacement of Lost Digital Assets

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE COINBASE ENTITIES SHALL BE LIABLE TO CLIENT FOR THE LOSS OF ANY DIGITAL ASSETS ON

DEPOSIT WITH THE COINBASE ENTITIES' CUSTODIAL ACCOUNT(S) OR SETTLEMENT BALANCE(S) TO THE EXTENT THAT SUCH LOSS AROSE FROM THE COINBASE ENTITIES' NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, AND THE COINBASE ENTITIES SHALL BE REQUIRED TO RETURN TO CLIENT A QUANTITY OF DIGITAL ASSETS EQUAL TO THE QUANTITY OF ANY SUCH LOST DIGITAL ASSETS.

20.5 Liability Caps

EXCEPT FOR THE: (I) EXCLUDED LIABILITIES; (II) FRAUD; OR (III) WILLFUL MISCONDUCT SOLELY IN RESPECT OF CUSTODIAL SERVICES PROVIDED PURSUANT TO THE CUSTODY AGREEMENT, THE LIABILITY OF COINBASE CUSTODY SHALL NOT EXCEED THE GREATER OF: (I) THE AGGREGATE AMOUNT OF FEES PAID BY CLIENT TO COINBASE CUSTODY IN RESPECT OF THE CUSTODIAL SERVICES IN THE 12-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY; OR (II) THE VALUE OF THE SUPPORTED DIGITAL ASSETS ON DEPOSIT IN CLIENT'S CUSTODIAL ACCOUNT(S) INVOLVED IN THE EVENT GIVING RISE TO SUCH LIABILITY AT THE TIME OF SUCH EVENT (THE VALUE OF WHICH SHALL BE CALCULATED AT THE AVERAGE UNITED STATES DOLLAR ASK PRICE, AT THE TIME OF SUCH EVENT, OF THE THREE (3) LARGEST U.S.-BASED EXCHANGES (BY TRAILING 30-DAY VOLUME) WHICH OFFER THE RELEVANT DIGITAL CURRENCY OR DIGITAL ASSET/USD TRADING PAIR, AS RELEVANT); PROVIDED, THAT IN NO EVENT SHALL COINBASE CUSTODY'S AGGREGATE LIABILITY IN RESPECT OF EACH COLD STORAGE ADDRESS EXCEED ONE HUNDRED MILLION US DOLLARS ($100,000,000.00 USD).

EXCEPT FOR THE: (I) EXCLUDED LIABILITIES; (II) FRAUD; OR (III) WILLFUL MISCONDUCT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER THE COINBASE ENTITIES OR CLIENT WITH RESPECT TO ANY BREACH OF ITS OBLIGATIONS HEREUNDER EXCEED THE GREATER OF: (A) THE VALUE OF THE CASH OR SUPPORTED DIGITAL ASSETS INVOLVED IN THE EVENT GIVING RISE TO SUCH LIABILITY AT THE TIME OF SUCH EVENT; (B) THE AGGREGATE AMOUNT OF FEES PAID BY CLIENT TO COINBASE IN RESPECT OF THE PRIME BROKER SERVICES IN THE 12-MONTH PERIOD PRIOR TO SUCH EVENT; OR (C) FIVE MILLION DOLLARS ($5,000,000.00).

THE "EXCLUDED LIABILITIES" MEANS (X) WITH RESPECT TO CLIENT, (1) CLIENT'S DEFENSE AND INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING PURSUANT TO SECTION 19.1; (2) ANY OUTSTANDING COMMISSIONS OR FEES OWED BY CLIENT UNDER THIS AGREEMENT; (3) CLIENT'S BREACH OF SECTION 8.1 (PRIME BROKER SITE & CONTENT); AND (4) CLIENT'S BREACH OF SECTION 5 (REPRESENTATIONS AND WARRANTIES); AND (Y) WITH RESPECT TO THE COINBASE ENTITIES, ANY COINBASE ENTITIES' DEFENSE AND INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING PURSUANT TO SECTION 19.2.

WITH RESPECT TO THE EXCLUDED LIABILITIES, COINBASE'S LIABILITY TO CLIENT FOR ANY LOSSES ARISING OUT OF OR IN CONNECTION WITH COINBASE'S DEFENSE AND INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT WILL BE LIMITED, IN THE AGGREGATE, TO AN AMOUNT EQUAL TO FIVE MILLION U.S. DOLLARS ($5,000,000.00 USD).

21. Privacy

The Coinbase Entities shall use and disclose Client's and its Authorized Representatives' non-public personal information in accordance with the Coinbase Privacy Policy, as set forth at *https://www.coinbase.com/legal/privacy* or a successor website, and as amended and updated from time to time.

22. Dispute Resolution and Arbitration

22.1 The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Coinbase Prime Broker Agreement promptly by negotiation. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place. Unless otherwise agreed in writing by the negotiating parties, the negotiation shall end at the close of the first meeting of executives described above ("First Meeting"). All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in any proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

22.2 At no time prior to the First Meeting shall either side initiate arbitration related to this Coinbase Prime Broker Agreement except to pursue a provisional remedy that is authorized by law or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Section 22.1 above.

22.3 All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Sections 22.1 and 22.2 above are pending and for 15 calendar days thereafter. The parties will take such action, if any, required to effectuate such tolling. The Party raising the issue will promptly notify the other in writing. Coinbase and Client will then meet in good faith to resolve the issue and, if they are unable to resolve the issue, will escalate the issue to their respective senior managers for resolution. Unless prohibited by applicable law or regulation, Coinbase shall not be relieved of its obligation to continue to perform under the Agreement while a dispute is ongoing.

22.4 If the matter is not resolved by negotiation pursuant to sections 22.1 through 22.3 above, any Claim arising out of or relating to this Coinbase Prime Broker Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including any determination of the scope or applicability of the agreement to arbitrate as set forth in this Section 22, shall be determined by arbitration in the state of New York or another mutually agreeable location, before one neutral arbitrator. The arbitration shall be in accordance with the American Arbitration Association's rules for arbitration of commercial related disputes (accessible at http://www.adr.org/sites/default/files/CommercialRules_Web-Final.pdf), and the award of the arbitrator (the "Award") shall be accompanied by a reasoned opinion. Judgment on the Award may be entered in any court having jurisdiction. This Coinbase Prime Broker Agreement shall not preclude the Parties from seeking provisional relief, including injunctive relief, in any court of competent jurisdiction. Seeking any such provisional relief shall not be deemed to be a waiver of such party's right to compel arbitration. The Parties expressly waive their right to a jury trial to the extent permitted by applicable law.

22.5 In any arbitration arising out of or related to this Coinbase Prime Broker Agreement, the arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

22.6 The Parties acknowledge that this Coinbase Prime Broker Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision herein with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Coinbase Prime Broker Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

23. Term, Termination and Suspension

This Coinbase Prime Broker Agreement is effective as of the date written below and shall remain in effect until terminated by Coinbase or Client as follows:

(a) Coinbase may terminate this Coinbase Prime Broker Agreement in its entirety for any reason and without Cause by providing at least one-hundred eighty (180) days' prior written notice to Client and Client may terminate this Coinbase Prime Broker Agreement in whole or in part for any reason by providing thirty (30) days prior written notice to the applicable Coinbase Entity, provided however, in each case, the Coinbase Entities shall not restrict, suspend, or modify the Prime Broker Services following any termination without Cause or an termination by the Client until the end of any such notice period and neither party's termination of this Coinbase Prime Broker Agreement shall be effective until Client and the Coinbase Entities have fully satisfied their obligations hereunder.

(b) Regardless of any other provision of this Coinbase Prime Broker Agreement, the Coinbase Entities may, in their sole discretion, suspend, restrict or terminate the Client's Prime Broker Services, including by suspending, restricting or closing the Client's Prime Broker Account and/or any associated Settlement Account, Custodial Account or any credit account (as applicable), for Cause, at any time and without prior notice to the Client. Regardless of any other provision of this Coinbase Prime Broker Agreement, Client may, in its sole discretion, terminate this Agreement, for Coinbase Cause, at any time and with prior notice to Coinbase.

"Cause" shall mean: (i) Client breaches any material provision of this Coinbase Prime Broker Agreement; (ii) Client takes any action to dissolve or liquidate, in whole or part; (iii) Client becomes insolvent, makes an assignment for the benefit of creditors, becomes subject to direct control of a trustee, receiver or similar authority; (iv) Client becomes subject to any bankruptcy or insolvency proceeding under any applicable laws, rules and regulations, such termination being effective immediately upon any declaration of bankruptcy; (v) Coinbase becomes aware of any facts or circumstances with respect to the Client's financial, legal, regulatory or reputational position which may affect Client's ability to comply with its obligations under this Coinbase Prime Broker Agreement; (vi) termination is required pursuant to a facially valid subpoena, court order or binding order of a government authority; (vii) Client's Prime Broker Account is subject to any pending litigation, investigation or government proceeding and/or Coinbase reasonably perceives a heightened risk of legal regulatory non-compliance associated with Client's use of Prime Broker Services; or (viii) Coinbase reasonably suspects Client of attempting to circumvent Coinbase's controls or uses the Prime Broker Services in a manner Coinbase otherwise deems inappropriate or potentially harmful to itself or third parties.

"Coinbase Cause" shall mean: (i) any of the Coinbase Entities breaches any material provision of this Coinbase Prime Broker Agreement and such breach is not cured within three (3) business days; (ii) any of the Coinbase Entities takes any action to dissolve or liquidate, in whole or part; (iii) any of the Coinbase Entities becomes insolvent, makes an assignment for the benefit of creditors, becomes subject to direct control of a trustee, receiver or similar authority; (iv) any of the Coinbase Entities becomes subject to any bankruptcy or insolvency proceeding under any applicable laws, rules and regulations, such termination being effective immediately upon any declaration of bankruptcy and in the case of any involuntary proceeding, such proceeding is not dismissed or restrained within 30 days of its initiation; or (v) 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 Client or the rights of Client or any Beneficiary with respect to any services covered by this Coinbase Prime Broker Agreement.

Additionally, in the event that Client forms the view, acting reasonably and based on material and objective facts and circumstances, that an event or cumulative effect of a series of events has occurred at Coinbase or a Coinbase Entity, that Client reasonably believes represents substantial risk to Client (whether reputationally or otherwise), Client's senior executives shall escalate the matter to Coinbase's senior executives and the Parties will promptly meet to discuss a resolution to the matter in good faith. Following such discussion, Coinbase shall have thirty (30) days to cure such event to the reasonable resolution of Client, provided such cure is possible. If Coinbase is unable to cure within this time period, or if Client reasonably holds the position that no practical solution exists to prevent material injury to its business (reputationally or otherwise) in light of such an adverse event, Client may provide written notice to Coinbase to remove the Majority Obligation requirements herein, upon written notice by Client to Coinbase, with the termination of the Majority Obligation becoming effective on the date provided in such notice. For the avoidance of doubt, changes that generally impact the digital assets markets at large shall not apply to the foregoing, except to the extent directly related to Coinbase.

(c) Client acknowledges that the Coinbase Entities' decision to take certain actions, including suspending, restricting or terminating Client's Prime Broker Account or Prime Broker Services, may be based on confidential criteria that are essential to Coinbase's risk management and security practices and agrees that the Coinbase Entities are under no obligation to disclose the details of its risk management and security practices to Client.

(d) Upon receipt of written notice from Client of any event that constitutes Coinbase Cause, if Coinbase fails to exercise any of its rights and remedies above for a period of 20 days following the receipt of such notice requesting a waiver, then Coinbase shall have waived its right to terminate the Coinbase Prime Broker Agreement or exercise any other rights or remedies by reason of such event and such event shall be deemed to have been cured regardless of whether it continues after such waiver; provided however that this provision: (i) does not limit Coinbase's right to take any actions with respect to an event that constitutes Cause as the result of the separate occurrence of such event or the occurrence of any other such event; and (ii) shall not apply to subsections (ii)–(iv) of Coinbase Cause.

(e) Upon receipt of written notice from Coinbase any Coinbase Cause, if Client fails to exercise any of its rights and remedies above for a period of 20 days following the receipt of such notice requesting a waiver, then Client shall have waived its right to terminate the Coinbase Prime Broker Agreement or exercise any other rights or remedies by reason of such event and such event shall be deemed to have been cured regardless of whether it continues after such waiver; provided however that this provision: (i) does not limit Client's right to take any actions with respect to an event that constitutes a Coinbase Termination Event as the result of the separate occurrence of such event or the occurrence of any other such event; and (ii) shall not apply to subsections (ii) – (iv) of Coinbase Cause.

(f) In the event that either Party terminates this Prime Broker Services Agreement pursuant to Section 23(a) herein, Coinbase shall use reasonable efforts to assist Client to transfer any Digital Assets, Fiat Currency or funds associated with the Digital Assets Wallet(s) or Fiat Currency (as applicable) to another provider within ninety (90) days of receipt of the Client's termination notice.

24. Severability

If any provision or condition of this Coinbase Prime Broker Agreement shall be held invalid or unenforceable, under any rule, law, or regulation or any governmental agency (local, state, or federal), such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Coinbase Prime Broker Agreement shall not be affected and shall continue in full force and effect.

25. Waiver

Any waivers of rights by a Party under this Coinbase Prime Broker Agreement must be in writing and signed by such Party. A waiver will apply only to the particular circumstance giving rise to the waiver and will not be considered a continuing waiver in other similar circumstances. A Party's failure to insist on strict compliance with this Coinbase Prime Broker Agreement or any other course of conduct by the other Party shall not be considered a waiver of their rights under this Coinbase Prime Broker Agreement. Any waiver of rights that cannot be waived under applicable laws in the jurisdiction where the Client is located will not be recognized and be null and void.

26. Survival

All provisions of this Coinbase Prime Broker Agreement which by their nature extend beyond the expiration or termination of this Coinbase Prime Broker Agreement including, without limitation, sections pertaining to suspension or termination, Custodial Account cancellation, debts (including the Manager's obligations under Sections 10 and 17) owed to the Coinbase Entities, general use of the Coinbase Prime Broker Site, disputes with Coinbase, and general provisions shall survive the termination or expiration of this Coinbase Prime Broker Agreement.

27. Governing Law

This Coinbase Prime Broker Agreement, Client's Prime Broker Account, and the Prime Broker Services will be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of laws principles, except to the extent such state law is preempted by federal law.

28. Force Majeure

The Coinbase Entities shall not be 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 Coinbase Entities (a "Force Majeure Event"), including, but not limited to, any act of God; embargo; natural disaster; act of civil or military authorities; act of terrorists; government restrictions; any ruling by any Connected Trading Venue, exchange or market; market volatility or disruptions in order trading on any Connected Trading Venue, exchange or market; suspension of trading; civil disturbance; war; strike or other labor dispute; fire; severe weather; interruption in telecommunications, Internet services, or network provider services; network delays and congestion, a cybersecurity attack, hack or other intrusion by a third party of network provider or other third party, failure of equipment and/or software; failure of computer or other electronic or mechanical equipment or communication lines; outbreaks of infectious disease or any other public health crises, including quarantine or other employee restrictions; acts or omissions of any Connected Trading Venue; or any other catastrophe or other occurrence which is beyond the reasonable control of the Coinbase Entities and shall 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 Coinbase against the Coinbase Entities is not a Force Majeure Event, to the extent due to Coinbase's failure to comply with its obligations under this Agreement.

29. Entire Agreement; Headings

This Coinbase Prime Broker Agreement, together with all exhibits, addenda and supplements attached hereto or referenced herein, comprise the entire understanding between Client and the Coinbase Entities as to the Prime Broker Services and supersedes all prior discussions, agreements and understandings, including any previous version of this Coinbase Prime Broker Agreement, and the Custodial Services Agreement between Client and any Coinbase Entity, including all exhibits, addenda, policies, and supplements attached thereto or referenced therein. Section headings in this Coinbase Prime Broker Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Coinbase Prime Broker Agreement.

30. Amendments

Any modification or addition to this Coinbase Prime Broker Agreement must be in writing and either (a) signed by a duly authorized representative of each party, or (b) accepted and agreed to by Client. Client agrees that the Coinbase Entities shall not be liable to Client or any third party for any modification or termination of the Prime Broker Services, or suspension or termination of Client's access to the Prime Broker Services, except to the extent otherwise expressly set forth herein.

31. Assignment

Any assignment of Client's rights and/or licenses granted under this Coinbase Prime Broker Agreement without obtaining the prior written consent, such consent shall not be unreasonably withheld, of Coinbase shall be null and void. Coinbase reserves the right to assign its rights under this Coinbase Prime Broker Agreement without restriction, including to any of the Coinbase Entities or their affiliates or subsidiaries, or to any successor in interest of any business associated with the Prime Broker Services, provided that Coinbase shall notify Client within a reasonable amount of time after such assignment. Any attempted transfer or assignment in violation hereof shall be void *ab initio*. Subject to the foregoing, this Coinbase Prime Broker Agreement will bind and inure to the benefit of the Parties, their successors and permitted assigns.

32. Electronic Delivery of Communications

Client agrees and consents to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that the Coinbase Entities provide in connection with Client's Prime Broker Account and Client's use of Prime Broker Services. Communications include: (a) terms of use and policies Client agrees to, including updates to policies or the Coinbase Prime Broker Agreement, (b) Prime Broker Account details, including transaction receipts, confirmations, records of deposits, withdrawals or transaction information, (c) legal, regulatory and tax disclosures or statements the Coinbase Entities may be required to make available to Client and (d) responses to claims or customer support inquiries filed in connection with Client's Prime Broker Account.

Coinbase will provide these Communications to Client by posting them on the Prime Broker Site, emailing them to Client at the primary email address on file with Coinbase, communicating to Client via instant chat, and/or through other means of electronic communication. The Client agrees that electronically delivered Communications may be accepted and agreed to by Client through the Prime Broker Services interface. Furthermore, the Parties consent to the use of electronic signatures in connection with Client's use of the Prime Broker Services.

33. Notice and Contacts

33.2 All notices, requests and other communications to any party hereunder not covered by the Communications described Section 32 shall be in writing (including electronic mail ("**email**") transmission, so long as a receipt of such e-mail is requested and received) and shall be given,

If to Coinbase, to:

Legal Department
Coinbase Inc
248 3rd St, #434
Oakland, CA 94607
[***]
E-mail: [***]

If to Client, to

Grayscale Investments Sponsors, LLC
290 Harbor Drive, 4th Floor
Stamford, CT 06902
Attention: Diana Zhang
E-mail: [***]

WITH A MANDATORY COPY OF ALL LEGAL NOTICES TO:

E-mail: [***]

If to Manager, to:

Grayscale Investments Sponsors, LLC
290 Harbor Drive, 4th Floor
Stamford, CT 06902
Attention: CEO of Grayscale Investments Sponsors, LLC
E-mail: [***]

or such other address as such party may hereafter specify for the purpose by notice to the other parties hereto. Each of the foregoing addresses shall be effective unless and until notice of a new address is given by the applicable party to the other parties in writing. Notice will not be deemed to be given unless it has been received.

33.3 In the event of any market operations, connectivity, or erroneous trade issues that require immediate attention including any unauthorized access to Client's Prime Broker Account, please contact:

To Coinbase: [***]

To Client: the email address specified in its signature block on the Execution Page.

It is solely Client's responsibility to provide Coinbase with a true, accurate and complete contact information including any e-mail address, and to keep such information up to date. Client understands and agrees that if Coinbase sends Client an electronic Communication, but Client does not receive it because Client's primary email address on file is incorrect, out of date, blocked by Client's service provider, or Client is otherwise unable to receive electronic Communications, Coinbase will be deemed to have provided the Communication to Client. Client may update Client's information via Client's Prime Broker Account and visiting settings or by providing a notice to Coinbase as prescribed above.

33.4 To see more information about our regulators, licenses, and contact information for feedback, questions, or complaints, please visit *https://www.coinbase.com/legal/licenses*.

34. [RESERVED]

35. Counterparts

This Coinbase Prime Broker Agreement may be executed in one or more counterparts, including by email of .pdf signatures or DocuSign (or similar electronic signature software), each of which shall be deemed to be an original document, but all such separate counterparts shall constitute only one and the same Coinbase Prime Broker Agreement.

36. Inspection and Auditing.

(i) *Inspection and Auditing of Coinbase*. To the extent Coinbase may legally do so, it shall permit Client or Client's third party representatives under obligations to secure Coinbase's information no less restrictive than this Coinbase Prime Broker Agreement upon thirty (30) days' advance written notice, to inspect, take extracts from and audit the records maintained in relation to the Client, and take such steps as necessary to verify that satisfactory internal control systems and procedures are in place, as Client may reasonably request.

Client shall reimburse Coinbase (A) for all reasonable expenses incurred in connection with this Section 36, and (B) for reasonable time spent by Coinbase's employees or consultant in connection with this Section 36 at reasonable hourly rates to be agreed upon by Client and Coinbase. Any such audit will be conducted during normal business hours and in a manner designed to cause minimal disruption to Coinbase's ordinary business activities. The scope of any such audit will be jointly agreed to by Client and Coinbase in advance of any audit, provided that neither party shall be unreasonable with respect to the scope of such audit, and shall not include items other than those relevant to the Prime Services Coinbase provides to Client. Nothing in this section shall be interpreted to require Coinbase to disclose trade secrets, information related to other clients, provide access to secure facilities or services (such as "Vault" locations), or otherwise impair the security or availability of services Coinbase offers to other clients, provided that Coinbase will use reasonable efforts to provide Client with such information or substantially equivalent information in a manner that does not violate the foregoing.

(ii) *Trust Company Audit Reports*. Coinbase shall, as soon as reasonably practicable after receipt of any audit report prepared by its internal or independent auditors pursuant to Coinbase's annual audit or otherwise, provide Client notification if such audit report reveals any material deficiencies or makes any material objections, furnish to Client a report stating the nature of such deficiencies or such objections, and describing the steps taken or to be taken to remedy the same. Such audit report will be deemed Confidential Information of Coinbase.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Coinbase Prime Broker Agreement, including the Coinbase Custodial Services Agreement, and Coinbase Settlement and Transfer Agreement, to be duly executed and delivered as of the date below.

COINBASE, INC. For itself and as agent for the Coinbase Entities

By: **/s/ Lauren Abendschein**

Name: **Lauren Abendschein**

Title: **VP**

Date: **June 25, 2025**

CLIENT: Grayscale Digital Large Cap Fund LLC

By: **Grayscale Investments Sponsors, LLC**

/s/ Craig Salm

Name: **Craig Salm**

Title: **Chief Legal Officer**

Date: **June 25, 2025**

Address: **290 Harbor Drive,**

Stamford CT 06902

E-Mail: **craig@grayscale.com**

MANAGER: Grayscale Investments Sponsors, LLC

By: **/s/ Craig Salm**

Name: **Craig Salm**

Title: **Chief Legal Officer**

Date: **June 25, 2025**

Address: **290 Harbor Drive,**

Stamford CT 06902

E-Mail: **craig@grayscale.com**

EXHIBIT A
to the Coinbase Prime Broker Agreement

COINBASE CUSTODY CUSTODIAL SERVICES AGREEMENT

This Custody Agreement is entered into between Client and Coinbase Custody and forms a part of the Coinbase Prime Broker Agreement between the Client and the Coinbase Entities. Capitalized terms used in this Custody Agreement that are not defined herein shall have the meanings assigned to them in the other parts of the Coinbase Prime Broker Agreement.

1. CUSTODIAL SERVICES.

Client hereby appoints Trust Company as its majority ("majority" meaning here at least [***] of Client's total Digital Asset holdings are held with Trust Company, subject to the provisions set forth herein)[1] provider of Custodial Services (the "**Majority Obligation**"). Trust Company shall establish Client's "**Custodial Account**" as a segregated custody account controlled and secured by Trust Company to store certain supported digital currencies and utility tokens ("**Digital Assets**"), on Client's behalf (the "**Custodial Services**"). Trust Company 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 Client's Digital Assets in trust on Client's behalf. Digital Assets in Client's Custodial Account are not treated as general assets of Trust Company. Rather, Trust Company serves as a fiduciary and custodian on Client's behalf, and the Digital Assets in Client's Custodial Account are considered fiduciary assets that remain Client's property at all times. In addition, Coinbase Custody shall maintain: (i) any registrations, permits, licenses, approvals and consents issued by any governmental or quasi-governmental authority or regulatory organization necessary for it to carry out any of its obligations hereunder; and (ii) any adequate capital and reserves to the extent required by applicable law and shall not, directly or indirectly, lend, pledge, hypothecate or re-hypothecate or otherwise encumber any Digital Assets in the Custodial Account.

The Parties agree that if at any time the Client does not meet the Majority Obligation then the Parties will have a period of ninety (90) days to discuss this Section 1, and if applicable negotiate an amendment. If after ninety (90) days (i) the Parties have not reached an agreement, and (ii) the Majority Obligation is not met by Client then the other provisions of this Coinbase Prime Broker Agreement will apply (including Sections 22 and 23 the of General Terms).

2. CUSTODIAL ACCOUNT.

2.1. In General. The Custodial Services: (i) allow holding the Vault Balance in Client's Custodial Account and transfer Digital Assets among the Vault Balance and the Settlement Balance (as defined in Exhibit B, STA); (ii) allow supported Digital Assets to be deposited from a public blockchain address to Client's Custodial Account; and (iii) allow Client to withdraw supported Digital Assets from Client's Custodial Account to a public blockchain address Client controls pursuant to instructions Client provides through the Trust Company Site (each such transaction is a "**Custody Transaction**"). Client shall only withdraw or deposit Digital Assets to public blockchain addresses or to Client's Settlement Balance. The Digital Assets stored in Client's Custodial Account are not commingled with Digital Assets that Trust

[1] To the extent Client transfers a portion of its Digital Assets to another custodian, Client hereby agrees to represent in all public-facing documentation in which Trust Company is referenced, that Trust Company is Client's primary digital asset custodian.

Company custodies for its other clients or Digital Assets of Trust Company and are custodied pursuant to the terms of this Custody Agreement and any addenda thereto. **Trust Company 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 Client as soon as reasonably practicable where Trust Company is permitted to do so, or if Trust Company 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. Trust Company cannot reverse a Custody Transaction which has been broadcast to a Digital Asset network.**

2.2 Digital Asset Deposits and Withdrawals. Trust Company processes supported Digital Asset deposits and withdrawals according to the Instructions received from Authorized Representatives, and Trust Company does not guarantee the identity of any Authorized Representative. Client should verify all transaction information prior to submitting Instructions to Trust Company. Client should manage and keep secure any and all information or devices associated with deposit and withdrawal verification procedures, including YubiKeys and passphrases or other security or confirmation information. Trust Company reserves the right to charge network fees (miner fees) to process a Digital Asset transaction on Client's behalf. Trust Company will calculate the network fee, if any, in its discretion, although Trust Company will always notify Client of the network fee at or before the time Client authorizes the transaction. Trust Company reserves the right to delay any Custody Transaction if it perceives a risk of fraud or illegal activity.

2.3 Processing of Custody Transactions; Availability of Custodial Account and Custodial Services.

A. *Withdrawals.*

(i) Absent a Force Majeure Event as defined in Section 28 (Force Majeure) of the Coinbase Prime Broker Agreement, from the time Trust Company has verified the authorization of a complete set of Instructions to withdraw Digital Assets from Client's Custodial Account, Trust Company will have [***] hours, unless the Parties otherwise agree in writing to an alternate time frame, to process and complete such Instruction to withdraw Digital Assets from Client's Custodial Account and send those Digital Assets to the applicable Digital Asset network or to Client's Settlement Balance ("Transfer Time"), provided however; that in each case in the event that Trust Company is unable to process a withdrawal within the Transfer Time, the Trust Company shall have an additional [***] hours following the expiration of the Transfer Time to complete the withdrawal request ("Cure Period"); and

(ii) Notwithstanding the foregoing, in the event of a Force Majeure Event as defined in Section 28 (Force Majeure) of the Coinbase Prime Broker Agreement and for so long as the Force Majeure Event is continuing, the timing requirements of Section 2.3(A)(i) shall not apply. Once the Force Majeure Event ceases to exist as determined by Trust Company in its good faith and reasonable discretion, then Trust Company shall process and complete such verified Instruction to withdraw in [***] hours, unless the Parties otherwise agree in writing to an alternate time frame, which in each case remains subject to the Cure Period provisions as described above.

B. *Deposits.* Trust Company will ensure that Client-initiated Instructions to deposit are processed in a timely manner; however, Trust Company makes no representations or warranties regarding the amount of time needed to complete processing, which is dependent upon many factors outside of Trust Company's control.

Trust Company makes no other representations or warranties with respect to the availability and/or accessibility of the Digital Assets or the availability and/or accessibility of the Custodial Account or Custodial Services.

2.4. Safekeeping of Digital Assets. Trust Company shall use commercially reasonable efforts to keep in safe custody on behalf of Client all Digital Assets received by Trust Company. All Digital Assets credited to the Custodial Account shall:

(i) be held in the Custodial Account at all times, and the Custodial Account shall be controlled by Trust Company;

(ii) be labeled or otherwise appropriately identified as being held for Client;

(iii) be held in the Custodial Account on a non-fungible basis;

(iv) not be commingled with other Digital Assets held by Trust Company, whether held for Trust Company's own account or the account of other clients other than Client;

(v) not without the prior written consent of Client be deposited or held with any third-party depositary, custodian, clearance system or wallet;

(vi) for any Custodial Accounts maintained by Trust Company on behalf of Client, Trust Company will use commercially reasonable efforts to keep the private key or keys secure, and will not disclose such keys to Client or to any other individual or entity except to the extent that any keys are disclosed consistent with a standard of commercially reasonable effort and as part of a multiple signature solution that would not result in the Grayscale Investment Product or 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 Grayscale Investment Product or Manager to become licensed under such law.

2.5 Supported Digital Asset. The Custodial Services are available only in connection with those Digital Assets that Trust Company, in its sole discretion, decides to support. The Digital Assets that Trust Company supports may change from time to time. Prior to initiating a deposit of Digital Asset to Trust Company, Client must confirm that Trust Company offers Custodial Services for that specific Digital Asset. By initiating a deposit of Digital Asset to a Custodial Account, Client attests that Client has confirmed that the Digital Asset being transferred is a supported Digital Asset offered by Trust Company. Under no circumstances should Client attempt to use the Custodial Services to deposit or store Digital Assets in any forms that are not supported by Trust Company. Depositing or attempting to deposit Digital Assets that are not supported by Trust Company will result in such Digital Asset being unretrievable by Client and Trust Company. Trust Company assumes no obligation or liability whatsoever regarding any unsupported Digital Asset sent or attempted to be sent to it, or regarding any attempt to use the Custodial Services for Digital Assets that Trust Company does not support. To confirm which Digital Assets are supported by Trust Company, Client should login at https://custody.coinbase.com and carefully review the list of supported Digital Assets. Trust Company recommends that Client deposit a small amount of supported Digital Asset as a test prior to initiating a deposit of a significant amount of supported Digital Asset. Trust Company may

from time to time determine types of Digital Asset that will be supported or cease to be supported by the Custodial Services. Trust Company shall provide Client with thirty (30) days' written notice before ceasing to support a Digital Asset, unless Trust Company is required to cease such support by court order, statute, law, rule (including a self-regulatory organization rule), regulation, code, or other similar requirement, in which case written notice shall be provided as soon as reasonably practicable.

2.6. Use of the Custodial Services. Client acknowledges and agrees that Trust Company may monitor use of the Custodial Account and the Custodial Services and the resulting information may only be utilized, reviewed, retained and or disclosed by Trust Company as is necessary for its internal purposes or in accordance with the rules of any applicable legal, regulatory or self-regulatory organization or as otherwise may be required to comply with relevant law, sanctions programs, legal process or government request.

2.7. Independent Verification. If Client is subject to Rule 206(4)-2 under the Investment Advisers Act of 1940, Trust Company shall, upon written request, provide Client authorized independent public accountant confirmation of or access to information sufficient to confirm (i) Client's Digital Assets as of the date of an examination conducted pursuant to Rule 206(4)-2(a)(4), and (ii) Client's Digital Assets are held either in a separate account under Client's name or in accounts under Client's name as agent or trustee for Client's clients.

2.8. Third-Party Payments. The Custodial Services are not intended to facilitate third-party payments of any kind. As such, Trust Company has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that Client may purchase or sell to or from a third party (including other users of Custodial Services) involving Digital Assets that Client intends to store, or have stored, in Client's Custodial Account.

2.9. Termination, and Cancellation. If Trust Company closes Client's Custodial Account or terminates Client's use of the Custodial Services, Client will be permitted to withdraw Digital Assets associated with Client's Custodial Account for a period of up to ninety (90) days following the date of deactivation or cancellation to the extent not prohibited: (i) under applicable law, including applicable sanctions programs; or (ii) by a facially valid subpoena, court order, or binding order of a government authority.

2.10. Location of Digital Assets. The Location of the Digital Assets shall be the United States. Trust Company shall acquire written approval of Client prior to changing the Location of the Digital Assets outside of the United States, except in the event of a security or disaster recovery event necessitating immediate remediation, in which case Trust Company will provide notice to Client as soon as reasonably practicable. "Location" means, with respect to any Digital Assets, the jurisdiction in which Trust Company deems such Digital Assets to be present.

2.11. Third-Party or Non-Permissioned Use. Except for fund administrators, Client shall not grant permission to a third party or non-permissioned user to access or connect to Client's Custodial Account, either through the third party's product or service or through the Trust Company Site. Client acknowledges that granting permission to a third party or non-permissioned user to take specific actions on Client's behalf does not relieve Client of any of Client's responsibilities under this Custody Agreement and may violate the terms of this Custody Agreement. Client is fully responsible for all acts or omissions of any third party or non-permissioned user with access to Client's Custodial Account, other than Trust Company. Further, Client acknowledges and agrees that Client will not hold Trust Company responsible for, and will

indemnify Trust Company from, any liability arising out of or related to any act or omission of any third party or non-permissioned user with access to Client's Custodial Account, except to the extent of Trust Company's fraud, negligence, or willful misconduct. Client must notify Trust Company immediately after becoming aware of a third party or non-permissioned user accessing or connecting to Client's Custodial Account by contacting Client's Custodial Account representative or by emailing [***] from the email address associated with Client's Custodial Account.

2.12 Relationship of the Parties. Nothing in this Custody Agreement shall be deemed or is intended to be deemed, nor shall it cause, Client and Trust Company to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either Client or Trust Company to be treated as the agent of the other.

3. TRUST COMPANY OBLIGATIONS.

3.1. Bookkeeping. Trust Company will keep timely and accurate records as to the deposit, disbursement, investment, and reinvestment of the Digital Assets. Trust Company will maintain accurate records and bookkeeping of the Custodial Services as required by applicable law and in accordance with Trust Company's internal document retention policies, but in no event for less than seven years.

3.2. Insurance. Trust Company will obtain and maintain, at its sole expense, insurance coverage in such types and amounts as are commercially reasonable for the Custodial Services provided hereunder.

4. COINBASE REPRESENTATIONS

(i) Trust Company will safekeep the Digital Assets and segregate all Digital Assets from both the (a) property of Trust Company, and (b) assets of other customers of Trust Company;

(ii) Trust Company is a custodian of the Digital Assets stored by Client in the Custodial Account, has no right, interest, or title in such Digital Assets, and will not reflect such Digital Assets as an asset on the balance sheet of the Trust Company;

(iii) Trust Company will not, directly or indirectly, lend, pledge, hypothecate or re-hypothecate any Digital Assets;

(iv) Except as directed by Client, Trust Company does not engage in any fractional reserve banking in connection with Client's Custodial Account, and, as such, none of the Digital Assets in Client's Custodial Account will be used by Trust Company in connection with any loan, hypothecation, lien (including, but not limited to, any mortgage, deed of trust, pledge, charge, security interest, attachment, encumbrance or other adverse claim of any kind in respect of such Digital Assets) or claim of (or by) Trust Company or otherwise transferred or pledged to any third party, without the written agreement of Client; and

(v) Trust Company will maintain adequate capital and reserves to the extent required by applicable law.

5. ADDITIONAL MATTERS

In addition to any additional service providers that may be described in an addendum or attachment hereto, Client acknowledges and agrees that the Custodial Services may be provided from time to time by, through or with the assistance of affiliates of or vendors to Trust Company. Client shall receive notice of any material change in the entities that provide the Custodial Services.

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EXHIBIT B
to the Coinbase Prime Broker Agreement

COINBASE SETTLEMENT AND TRANSFER AGREEMENT

Client should carefully consider holding Digital Assets is suitable for its purpose, including in relation to Client's knowledge of Digital Assets and Digital Asset markets and Client's financial condition. All investments involve risk, and the past performance of a financial product does not guarantee future results or returns.

This Settlement and Transfer Agreement ("STA") sets forth the terms and conditions for clients to transfer Digital Assets through the execution infrastructure of the Prime Broker Services platform ("Prime Platform" or "Settlement Platform") and forms a part of the Coinbase Prime Broker Agreement between Client and the Coinbase Entities. Pursuant to this STA, Coinbase shall open a Settlement Account for the Client on the Prime Platform consisting of linked accounts at Coinbase and Coinbase Custody, each accessible via the Prime Platform ("Settlement Account"). This Settlement Account is on the Prime Platform however Client acknowledges and agrees that the Settlement Account will not be used for trading. Capitalized terms used in this STA that are not defined herein shall have the meanings assigned to them in the other parts of the Coinbase Prime Broker Agreement.

1. Client Settlement Balance and Vault Balance

1.1. For purposes of this STA, Client's Digital Assets are referred to as "Client Digital Assets," Client's cash is referred to as "Client Cash," and Client Digital Assets and Client Cash are together referred to as "Client Assets."

1.2. The Coinbase Settlement Account provides access to two types of accounts with balances relating to Client Assets: (1) the "Settlement Balance" (as described below in Section 1.3); and (2) the "Vault Balance" (as described below in Section 1.5). The Settlement Account provides a record of both the Settlement Balance and the Vault Balance. Client determines the allocation of its Client Digital Assets between the Settlement Balance and the Vault Balance. Maintenance of the Vault Balance shall be subject to the terms of the Custody Agreement. For the avoidance of doubt the Settlement Balance is separate from the Vault Balance and any other Digital Assets Client maintains directly with Coinbase Custody.

1.3. Coinbase holds Digital Assets credited to the Settlement Balance in one of three ways: (i) in omnibus hot wallets (each, an "Omnibus Hot Wallet"); (ii) in omnibus cold wallets (each, an "Omnibus Cold Wallet"); or (iii) in Coinbase's accounts with one of the trading venues to which the Prime Platform has established connections ("Coinbase Connected Trading Venue Digital Asset Balance"). Client agrees that Coinbase has sole discretion in determining the allocation of Digital Assets credited to the Settlement Balance. Digital Assets credited to the Settlement Balance are held on an omnibus basis and because of the nature of certain Digital Assets, Client does not have an identifiable claim to any particular Digital Asset. Instead, Client's Settlement Balance represents an entitlement to a *pro rata* share of the Digital Assets Coinbase has allocated to the Omnibus Hot Wallets, Omnibus Cold Wallets and Coinbase Connected Trading Venue Digital Asset Balance. Coinbase relies on the trading venues to which the Coinbase has established connections ("Connected Trading Venues") for the Coinbase Connected Trading Venue Digital Asset Balance, and Client has no contractual relationship with the Connected Trading Venues with respect to Digital Assets credited to the Settlement Balance.

1.4. Client may maintain Client Cash in the Settlement Balance. Coinbase holds Client Cash credited to the Settlement Balance in one of three ways: (i) in one or more omnibus accounts in Coinbase's name for the benefit of customers at one or more U.S. insured depository institutions (each, an "FBO account"); (ii) with respect to USD, liquid investments, which may include but are not limited to U.S. treasuries and money market funds, in accordance with state money transmitter laws; and (iii) in Coinbase's omnibus accounts at Connected Trading Venues. Coinbase will title the FBO accounts it maintains with U.S. depository institutions and maintain records of Client's interest in a manner designed to enable receipt of Federal Deposit Insurance Corporation ("FDIC") deposit insurance, where applicable and up to the deposit insurance limits applicable under FDIC regulations and guidance, on Client Cash for the Client's benefit on a pass-through basis. Coinbase does not guarantee that pass-through FDIC deposit insurance will apply to Client Cash, since such insurance is dependent in part on compliance of the depository institutions. FDIC insurance applies to cash deposits at banks and other insured depository institutions in the event of a failure of that institution, and does not apply to any Coinbase Entity or to any Digital Asset held by a Coinbase Entity on Client's behalf.

1.5. At Client's election, all or a portion of Client Digital Assets may also be allocated to the Vault Balance which is held in a Custodial Account in Client's name at Coinbase Custody pursuant to the Custody Agreement. A transfer of Digital Assets in the Vault Balance to Client's Settlement Balance will be subject to Coinbase Custody's standard cold storage withdrawal procedures. Client hereby appoints Coinbase as Client's agent for purposes of instructing Coinbase Custody to transfer Client Digital Assets between Client's Vault Balance and Client's Settlement Balance. Client agrees that an Instruction to Coinbase to settle Client Digital Assets to or from Client's Vault Balance constitutes authorization to Coinbase to transfer Client Digital Assets to or from Client's Vault Balance as necessary or appropriate to consummate such settlement.

1.6. In all circumstances and consistent with laws and regulations applicable to Coinbase, Coinbase will keep an internal ledger that specifies the Client Assets credited to Client's Settlement Balance and enables Coinbase and its auditors and regulators to identify Client and the Client Assets.

1.7. Coinbase treats all Client Assets as custodial assets held for the benefit of Client. No Client Assets credited to the Settlement Balance shall be considered to be the property of, or loaned to, Coinbase, except as provided in any loan agreement between Client and any Coinbase Entity. Neither Coinbase nor any Coinbase Entity will sell, transfer, loan, rehypothecate or otherwise alienate Client's Assets credited to Client's Settlement Balance unless instructed by Client pursuant to an agreement between Client and a Coinbase Entity.

2. Role of Coinbase Custody

2.1. Coinbase may at its sole discretion maintain portions of the Omnibus Hot Wallet and the Omnibus Cold Wallet in one or more custodial FBO accounts with its affiliate, Coinbase Custody. In such circumstances, although the Omnibus Hot Wallet and the Omnibus Cold Wallet are held in Coinbase's FBO accounts with Coinbase Custody, Client's legal relationship for purposes of Digital Assets held in the Omnibus Hot Wallet and the Omnibus Cold Wallet will not be, directly or indirectly, with Coinbase Custody and the terms, conditions and agreements relating to those wallets are to be governed by this STA.

2.2. Client Digital Assets held in the Vault Balance are maintained directly between Client and Coinbase Custody in Client's name and are subject to the terms of the Client's Custody Agreement.

3. Cash and Digital Asset Deposits and Withdrawals

3.1. To deposit Client Cash, Client must initiate a transfer from a linked bank account, a wire transfer, a SWIFT transfer, or other form of electronic payment approved by Coinbase from time to time to Coinbase's bank account, the instructions for which are available on the Coinbase Prime Broker Site. Coinbase will credit the Settlement Balance with Client Cash once the associated cash is delivered to Coinbase.

3.2. To withdraw Client Cash, Client may also initiate a withdrawal of Client Cash from the Settlement Balance at any time using the withdrawal function on the Prime Platform.

3.3. To deposit Client Digital Assets, Clients may transfer Client Digital Assets directly to the Omnibus Hot Wallet or Omnibus Cold Wallet, the instructions for which are available on the Coinbase Prime Broker Site. When Client transfers Digital Assets to Coinbase or Coinbase Custody, it delivers custody and control of the Digital Assets to Coinbase or Coinbase Custody, as applicable. Client represents and warrants that any Digital Asset so transferred shall be free and clear of all liens, claims and encumbrances.

3.4. To withdraw Client Digital Assets, Client must provide applicable Instructions via the Coinbase Prime Broker Site ("Withdrawal Transfer"). Once Client has initiated a Withdrawal Transfer, the associated Client Digital Assets will be in a pending state and will not be included in the Client's Settlement Balance or Vault Balance. Client acknowledges that Coinbase may not be able to reverse a Withdrawal Transfer once initiated. Client may request a withdrawal of Client Digital Assets at any time, subject to any applicable account restrictions and the terms herein. Withdrawal Transfers will be processed in the order they are received subject to any system limitations or network issues including delays on the blockchain.

3.5. Client must verify all transaction information prior to submitting withdrawal Instructions to Coinbase, as Coinbase cannot and does not guarantee the identity of the wallet owner or bank account to which Client is sending Client Digital Assets or Client Cash, as applicable. Coinbase shall have no liability, obligation, or responsibility whatsoever for Client Cash or Client Digital Asset transfers sent to or received from an incorrect party or sent or received via inaccurate Instructions.

4. Unclaimed Property

If Coinbase is holding Client Assets in the Settlement Balance, has no record of Client's use of the Prime Services for an extended period, and is otherwise unable to contact Client, Coinbase may be required under applicable laws, rules or regulations to report these assets as unclaimed property and to deliver such unclaimed property to the applicable authority. Coinbase may deduct a dormancy fee or other administrative charge from such unclaimed funds, as permitted by applicable laws, rules or regulations.

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Exhibit 99.3

AMENDED AND RESTATED
MARKETING AGENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 25th day of June, 2025 ("Effective Date"), by Grayscale Investments Sponsors, LLC, as manager of Grayscale Digital Large Cap Fund LLC (the "Fund"), a Cayman Islands limited liability company (the "Manager"), and Foreside Fund Services, LLC, a Delaware limited liability company ("Foreside").

WHEREAS, the Manager and Foreside previously entered into a Marketing Agent Agreement dated April 9, 2025. The Manager and Foreside now desire to amend and restate the Marketing Agent Agreement in the form of this Agreement.

WHEREAS, the Fund, which is managed by the Manager, is a Cayman Islands limited liability company;

WHEREAS, the Fund has filed with the U.S. Securities and Exchange Commission (the "SEC") a Registration Statement for the Fund under the Securities Act of 1933, as amended (the "1933 Act");

WHEREAS, the Fund intends to create and redeem shares of beneficial interest in the Fund (the "Shares") only in creation unit aggregations ("Creation Unit") on a continuous basis, and list the Shares on one or more national securities exchanges;

WHEREAS, the Manager desires to retain Foreside to provide certain services in connection with the offering of the Shares (as amended from time to time);

WHEREAS, Foreside is registered as a broker-dealer under the Securities Exchange Act of 1934, as amended (the "1934 Act"), and is a member of the Financial Industry Regulatory Authority, Inc. ("FINRA");

WHEREAS, the Manager desires to retain Foreside to provide certain services to the Fund; and

WHEREAS, Foreside is willing to provide certain services to the Fund on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Services**.

Foreside agrees to serve as the marketing agent of the Fund on the terms and for the period set forth in this Agreement.

2. Definitions.

Wherever they are used herein, the following terms have the following respective meanings:

"Prospectus" means the Prospectus and Statement of Additional Information constituting parts of the Registration Statement of the Fund under the 1933 Act as such Prospectus and Statement of Additional Information may be amended or supplemented and filed with the SEC from time to time;

"Registration Statement" means the registration statement most recently filed from time to time by the Fund with the SEC and effective under the 1933 Act, as such registration statement is amended by any amendments thereto at the time in effect;

All other capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Registration Statement and the Prospectus.

3. Duties of Foreside

a) Foreside shall use commercially reasonable efforts to provide the following services to the Fund:

(i) at the request of the Manager, Foreside shall assist the Manager with facilitating Authorized Participant Agreements between and among Authorized Participants, the Fund, and the applicable Transfer Agent, for the creation and redemption of Creation Units of the Fund;

(ii) maintain copies of confirmations of Creation Unit creation and redemption order acceptances and promptly produce such copies upon reasonable request from the Manager;

(iii) make available copies of the Prospectus to Authorized Participants who have purchased Creation Units in accordance with the Authorized Participant Agreements;

(iv) maintain telephonic, facsimile and/or access to direct computer communications links with the Transfer Agent;

(v) review and approve, prior to use, all marketing materials submitted to Foreside for review by the Manager ("Marketing Materials") for compliance with applicable SEC and FINRA advertising rules, and file all such Marketing Materials required to be filed with FINRA. Foreside agrees to furnish to the Manager any comments provided by FINRA with respect to such materials;

(vi) fulfill all direct requests by Authorized Participants for Prospectuses;

(vii) work with the Transfer Agent to review and approve orders placed by Authorized Participants and transmitted to the Transfer Agent. The Manager acknowledges that Foreside shall not be obligated to approve any certain number of orders for Creation Units; and

b) The services furnished by Foreside hereunder are not to be deemed exclusive and Foreside shall be free to furnish similar services to others so long as its services under this Agreement are not impaired thereby.

4. Duties of the Manager

a) The Manager agrees to create, issue, and redeem Creation Units of the Fund in accordance with the procedures described in the Prospectus and any relevant policies and procedures adopted by the Manager or the Fund or its service providers that are applicable to the services provided by Foreside. Upon reasonable notice to Foreside, and in accordance with the procedures described in the Prospectus, the Manager reserves the right to reject any order for Creation Units or to stop all receipts of such orders at any time.

b) The Manager shall deliver to Foreside copies of the following documents:

(i) the then current Prospectus for the Fund;

(ii) any relevant policies and procedures adopted by the Manager or the Fund or its service providers that are applicable to the services provided by Foreside; and

(iii) any other documents, materials, or information that Foreside shall reasonably request to enable it to perform its duties pursuant to this Agreement.

c) The Manager shall thereafter deliver to Foreside as soon as is reasonably practical any and all amendments to the documents required to be delivered under this Section.

d) The Manager shall arrange to provide the listing exchanges with copies of Prospectuses, Statements of Additional Information, and product descriptions that are required to be provided by the Fund to purchasers in the secondary market.

e) The Manager will make it known that Prospectuses and Statements of Additional Information and product descriptions are available by making sure such disclosures are in all marketing and advertising materials prepared by the Manager.

5. Representations, Warranties and Covenants of the Manager.

A. The Manager hereby represents and warrants to Foreside, which representations and warranties shall be deemed to be continuing throughout the term of this Agreement, that:

(i) it is duly organized and in good standing under the laws of its jurisdiction of organization;

(ii) this Agreement has been duly authorized, executed and delivered by the Manager and, when executed and delivered, will constitute a valid and legally binding obligation of the Manager, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors and secured parties;

(iii) it is conducting its business in compliance in all material respects with all applicable laws and regulations, both state and federal, and has obtained all regulatory approvals necessary to carry on its business as now conducted;

(iv) the Fund's Registration Statement and the Fund's Prospectus, and sales and promotional literature have been or will be prepared, in all material respects, in conformity with the requirements of the 1933 Act and SEC rules and regulations thereunder;

(vii) the Fund's Registration Statement (including its statement of additional information) and Prospectus do not and will not contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and that all statements or information furnished to Foreside pursuant to this Agreement shall be true and correct in all material respects;

(viii) all sales or promotional literature shall contain all statements required to be stated therein in accordance with the 1933 Act and SEC rules and regulations; and do not and will not contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and

(ix) all necessary approvals, authorizations, consents, or orders of or filings with any federal, state, local or foreign governmental or regulatory commission, board, body, authority or agency have been or will be obtained by the Fund in connection with the issuance and sale of the Shares, including registration of the Shares under the 1933 Act, and any necessary qualification under the securities or blue-sky laws of the various jurisdictions in which the Shares are being offered.

B. The Manager shall fully cooperate in the efforts of Foreside in the provision of the services. In addition, the Manager shall keep Foreside informed of its material affairs as they relate to the Fund and shall provide to Foreside from time-to-time copies of information that Foreside may reasonably request for use in connection with the provision of the Services.

6. Representations, Warranties and Covenants of Foreside.

A. Foreside hereby represents and warrants to the Manager, which representations and warranties shall be deemed to be continuing throughout the term of this Agreement, that:

(i) it is duly organized and existing under the laws of the jurisdiction of its organization, with full power to carry on its business as now conducted, to enter into this Agreement and to perform its obligations hereunder;

(ii) this Agreement has been duly authorized, executed and delivered by Foreside and, when executed and delivered, will constitute a valid and legally binding obligation of Foreside, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors and secured parties;

(iii) it is conducting its business in compliance in all material respects with all applicable laws and regulations, both state and federal, and has obtained all regulatory approvals necessary to carry on its business as now conducted; and it is registered as a broker-dealer under the 1934 Act and is a member in good standing of FINRA.

7. Compensation.

As compensation for the services performed by Foreside under this Agreement, Manager shall pay to Foreside the fees and expenses set forth in Exhibit A hereto (as amended from time to time).

8. Indemnification.

a) The Manager shall indemnify, defend and hold Foreside, its affiliates and each of their respective members, managers, directors, officers, employees, representatives and any person who controls or previously controlled Foreside within the meaning of Section 15 of the 1933 Act (collectively, the "Foreside Indemnitees"), free and harmless from and against any and all losses, claims, demands, liabilities, damages and expenses (including the costs of investigating or defending any alleged losses, claims, demands, liabilities, damages or expenses and any reasonable counsel fees incurred in connection therewith) (collectively, "Losses") that any Foreside Indemnitee may incur arising out of or relating to, (i) the Manager's breach of any of its obligations, representations, warranties or covenants contained in this Agreement; (ii) the Manager's failure to comply in all material respects with any applicable laws, rules or regulations; or (iii) any claim that the Prospectus, sales literature and advertising materials or other information filed or made public by the Fund (as from time to time amended) includes or included an untrue statement of a material fact or omits or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading provided, however, that the Manager's obligation to indemnify any of the Foreside Indemnitees shall not be deemed to cover any Losses arising out of any untrue statement or alleged untrue statement or omission or alleged omission made in the Prospectus or any such advertising materials or sales literature or other information filed or made public by the Fund in reliance upon and in conformity with information provided by Foreside to the Fund, in writing, for use in such Prospectus or any such advertising materials or sales literature.

b) Foreside shall indemnify, defend and hold the Manager, its affiliates, and each of their respective directors, officers, employees, representatives, and any person who controls or previously controlled the Manager within the meaning of Section 15 of the 1933 Act (collectively, the "Manager Indemnitees"), free and harmless from and against any and all Losses that any Manager Indemnitee may incur under the 1933 Act, the 1934 Act, any other statute (including Blue Sky laws) or any rule or regulation thereunder, or under common law or otherwise, arising out of or relating to (i) Foreside's breach of any of its obligations, representations, warranties or covenants contained in this Agreement; (ii) Foreside's failure to comply in all material respects with any applicable laws, rules, or regulations; or (iii) any claim that the Prospectus, sales literature and advertising materials or other information filed or made public by the Manager (as from time to time amended) include or included an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, insofar as such statement or omission was made in reliance upon, and in conformity with information furnished to the Manager by Foreside, in writing, for use in such Prospectus, sales literature and advertising materials or other information filed or made public by the Manager.

c) In no case (i) is the indemnification provided by an indemnifying party to be deemed to protect against any liability the indemnified party would otherwise be subject to by reason of bad faith, gross negligence, or willful misconduct in the performance of its duties or by reason of its reckless disregard of its obligations and duties under this Agreement, or (ii) is the indemnifying party to be liable under this Section with respect to any claim made against any indemnified party unless the indemnified party promptly notifies the indemnifying party in writing of the claim within a reasonable time after the summons or other first written notification giving information of the nature of the claim shall have been served upon the indemnified party (or after the indemnified party shall have received notice of service on any designated agent).

d) Failure to notify the indemnifying party of any claim shall not relieve the indemnifying party from any liability that it may have to the indemnified party against whom such action is brought, on account of this Section, unless failure or delay to so notify the indemnifying party prejudices the indemnifying party's ability to defend against such claim. The indemnifying party shall be entitled to participate at its own expense in the defense or, if it so elects, to assume the defense of any suit brought to enforce the claim. In the event that indemnifying party elects to assume the defense of any suit and retain counsel, the indemnified party shall bear the fees and expenses of any additional counsel retained by them. If the indemnifying party does not elect to assume the defense of any suit, it will reimburse the indemnified party for the reasonable fees and expenses of any counsel retained by the indemnified party. The indemnifying party agrees to notify the indemnified party as promptly as reasonably practicable of the commencement of any litigation or proceedings against it or any of its officers or directors in connection with the purchase or redemption of any of the Creation Units or the Shares.

e) No indemnified party shall settle any claim against it for which it intends to seek indemnification from the indemnifying party, under the terms of section 7(a) or 7(b) above, without prior written notice to and consent from the indemnifying party, which consent shall not be unreasonably withheld. No indemnified or indemnifying party shall settle any claim unless the settlement contains a full release of liability with respect to the other party in respect of such action. This section 6 shall survive the termination of this Agreement.

9. Limitations on Damages.

Neither Party shall be liable for any consequential, special, or indirect losses or damages suffered by the other Party, whether or not the likelihood of such losses or damages was known by the Party.

10. Force Majeure.

Neither Party shall be liable for losses, delays, failure, errors, interruption or loss of data occurring directly or indirectly by reason of circumstances beyond its reasonable control, including, without limitation, Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster); action or inaction of civil or military authority; acts of foreign enemies; war; terrorism; riot; insurrection; sabotage; epidemics; labor disputes; civil commotion; or interruption, loss or malfunction of utilities, transportation, computer or communications capabilities, and the other Party shall have no right to terminate this Agreement in such circumstances.

11. Duration and Termination.

a) This Agreement shall become effective as of the date first set forth above. Unless sooner terminated as provided herein, this Agreement shall continue in effect for two years from the date hereof. Thereafter, if not terminated, upon written notice this Agreement will be automatically continued in effect for successive one-year periods.

b) Notwithstanding the foregoing, this Agreement may be terminated, without the payment of any penalty, upon no less than: (i) 30 days' written notice by the Manager; or (ii) 90 days' written notice by Foreside.

12. Confidentiality.

During the term of this Agreement, Foreside and the Manager may have access to non-public confidential information relating to such matters as either party's business, trade secrets, systems, procedures, manuals, products, contracts, personnel, and clients. As used in this Agreement, "Confidential Information" means all information, whether written, visual oral or electronic, that may be disclosed or made available by a party. Confidential Information includes non-public or proprietary information that may be financial information, proposals and presentations, reports, forecasts, inventions, improvements, and other intellectual property; trade secrets; know-how; designs, processes or formulae; software; market or sales information or plans; customer lists; and business plans, prospects and opportunities (such as possible acquisitions or dispositions of businesses or facilities). Confidential Information includes information developed by either party in the course of engaging in the activities provided for in this Agreement, unless: (i) the information is or becomes publicly known through lawful means; (ii) the information is disclosed to the other party without a confidential restriction by a third party who rightfully possesses the information and did not obtain it, either directly or indirectly, from one of the parties, as the case may be, or any of their respective principals, employees, affiliated persons, or affiliated entities. The parties understand and agree that all Confidential Information shall be kept confidential by the other both during and after the term of this Agreement. Each party shall maintain commercially reasonable information security policies and procedures for protecting Confidential Information. The parties further agree that they will not, without the prior written approval by the other party, disclose such

Confidential Information, or use such Confidential Information in any way, either during the term of this Agreement or at any time thereafter, except (i) as required in the course of this Agreement, (ii) as provided by the other party, or (iii) as required by applicable law, rule, or regulation or (iv) in response to (A) a routine self-regulatory examination or (B) a request for information directed at the receiving party.

13. Notice

Any notice or other communication authorized or required by this Agreement to be given to either party shall be in writing and deemed to have been given when delivered in person or by confirmed facsimile, email, or posted by certified mail, return receipt requested, to the following address (or such other address as a party may specify by written notice to the other):

(i) **To Foreside:**
Foreside Fund Services, LLC Three Canal Plaza, Suite 100 Portland, ME 04101 Attn: Legal Department Telephone: (207) 553-7110 Email: legal@foreside.com With a copy to: etp-services@foreside.com
With a copy to Manager:
Grayscale Investment Sponsors, LLC 290 Harbor Drive, 4th Floor Stamford, CT 06902 Telephone: (212) 668-1427 Attn: ETF Team Email: etfs@grayscale.com With copy of all notices to: legal@grayscale.com

13. Modifications. The terms of this Agreement shall not be waived, altered, modified, amended, or supplemented in any manner whatsoever except by a written instrument signed by Foreside and the Manager.

14. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to the conflicts of law principles thereof.

15. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties' representatives, successors, heirs, and permitted assigns, as applicable. A change in control shall not be construed to be an assignment.

17. Survival. The provisions of Sections 8, 9, 10, 12, 14, 17, 18 and 20 of this Agreement shall survive any termination of this Agreement.

18. **Anti-Money Laundering.** Foreside and Manager both represent and warrant to the other that it has, and shall maintain, an anti-money laundering program ("AML Program") that, at a minimum, (i) designates a compliance officer to administer and oversee the AML Program, (ii) provides ongoing employee training, (iii) includes an independent audit function to test the effectiveness of the AML Program, (iv) establishes internal policies, procedures, and controls that are tailored to its particular business, (v) provides for the filing of all necessary anti-money laundering reports including, but not limited to, currency transaction reports and suspicious activity reports, and (vi) allows for appropriate regulators to examine its anti-money laundering books and records.

19. **Miscellaneous.** The captions in this Agreement are included for convenience of reference only and in no way define or delimit any of the provisions hereof or otherwise affect their construction or effect. Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors. This Agreement shall be construed as if drafted jointly by both Foreside and the Manager and no presumptions shall arise favoring any party by virtue of authorship of any provision of this Agreement. This Agreement may be executed by the Parties hereto in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same document. Nothing herein contained shall prevent Foreside from entering into similar distribution arrangements or from providing the services contemplated hereunder to other investment companies or investment vehicles. This Agreement has been negotiated and executed by the parties in English. In the event any translation of this Agreement is prepared for convenience or any other purpose, the provisions of the English version shall prevail.

20. **Liability of Manager**. It is expressly understood and agreed by Foreside that:

(a) nothing herein contained shall be construed as creating any liability on the Manager, individually or personally, to perform any covenant of the Fund either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under the parties hereto; and

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereto, and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized officer on one or more counterparts as of the date first above written.

Foreside Fund Services, LLC
By: /s/ Teresa Cowan
Teresa Cowan, President

Grayscale Investments Sponsors, LLC, as manager of the Grayscale Digital Large Cap Fund LLC
By: Grayscale Investments Sponsors, LLC

By: /s/ Craig Salm
Craig Salm, Chief Legal Officer

Exhibit 99.6

AMENDMENT No. 7
TO THE
MASTER LICENSE AGREEMENT

This Amendment No. 7 (this "**Amendment**") is made as of June 26, 2025 (the "**Amendment Effective Date**"), by and between CoinDesk Indices, Inc., a Delaware corporation, having its principal place of business at 169 Madison Ave, Suite 2635, New York, NY 10016 ("**CDI**"), and Grayscale Investments Sponsors, LLC, a Delaware limited liability company, with an office located at 290 Harbor Drive, Stamford, CT 06902 ("**Licensee**"). Unless otherwise defined herein, capitalized terms used herein have the meanings specified in or pursuant to the Agreement (defined below).

WHEREAS, CDI and the Licensee are parties to that certain Master Index License Agreement dated as of January 31, 2022 (as most recently amended by Amendment No. 6 to the Master Index License Agreement effective as of March 1, 2025, the "**Agreement**"); and

WHEREAS, CDI and the Licensee desire to amend certain terms of the Agreement as set forth herein as of the Amendment Effective Date.

NOW THEREFORE, the parties agree as follows:

1. Section 2 (Licensed Indexes) of Order No. 2 is amended by renaming item 23 as follows:

	Licensed Index	**Digital Asset**
23.	CoinDesk 5 Index	The constituents of the CoinDesk 5 Index

2. A new section 9 is added to Order No. 2 as follows:

9. <u>CoinDesk 5 ETF</u>

a) The Licensee must (i) continue to use best endeavours to convert the Grayscale Digital Large Cap Fund into an ETF listed on NYSE Arca ("**CoinDesk 5 ETF**") and (ii) ensure that the CoinDesk 5 ETF tracks the CoinDesk 5 Index and includes "CoinDesk" in the Entity/product name, subject to the conditions set forth in section 9(b) below. In accordance with section 6 of the Agreement, CDI grants Licensee and its affiliates a license to use the name "CoinDesk" in the relevant Entity/product name and in all materials including the Entity/product name.

b) Licensee reserves the right to change the Entity/product name in its sole discretion on thirty (30) days' notice to CDI (i) in the event that CDI is in material and continuing breach of the Agreement for more than sixty (60) days after being requested by Licensee to remedy such breach or (ii) in the event that Licensee reasonably decides it is in the best interests of the Entity to discontinue the use of "CoinDesk" due to ongoing reputational harm to the Entity from continued association with CDI that makes it untenable for a professional financial institution to maintain such association and where the parties have not been able to agree an alternative resolution having used good faith efforts. In case of any such name change, section 9(c) below (if applicable) will cease to apply from the time of such name change.

c) In consideration and subject to fulfilment of the Licensee's undertakings in section 9, CDI agrees not to license the CoinDesk 5 Index to a third-party sponsor for use for a U.S.-listed digital assets spot[1] ETF for a period of one (1) year from the date of the listing of the CoinDesk 5 ETF on NYSE Arca, provided that such listing occurs on or before September 30, 2025.

3. Section 5 (Most Favored Nation) of Order No. 2 is amended by removing the references to the CoinDesk Large Cap Select Index (DLCS).

4. Ratification of Agreement. Except as expressly amended and provided herein, all of the terms, conditions and provisions of the Agreement are hereby ratified and confirmed to be of full force and effect and shall continue in full force and effect.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original against a party whose signature appears thereon, but all of which together shall constitute but one and the same instrument.

[**Signature Page Follows**]

[1] For clarity, this does not include futures, swaps or other derivative-based ETF products.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their duly authorized representatives as of the Amendment Effective Date set forth above.

CoinDesk Indices, Inc.

By: Sara Stratoberdha
Name: Sara Stratoberdha
Title: sara.stratoberdha@coindesk.com

Grayscale Investments Sponsors, LLC
By: Grayscale Operating, LLC, its sole member

By: /s/ Craig Salm
Name: Craig Salm
Title: Chief Legal Officer

EXECUTION

Exhibit 99.7

TRANSFER AGENCY AND SERVICE AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 2025, by and between Grayscale Digital Large Cap Fund, LLC (hereinafter the "Fund"), a Cayman Islands limited liability company, having its principal office and place of business at 290 Harbor Drive, Stamford, CT 06902 and THE BANK OF NEW YORK MELLON, a New York corporation authorized to do a banking business having its principal office and place of business at 240 Greenwich Street, New York, New York 10286 (the "Bank").

WHEREAS, the Fund will ordinarily issue for purchase and redeem shares of the Fund (the "Shares) only in aggregations of Shares known as "Creation Units" (currently 10,000 shares) (each a "Creation Unit") principally in kind;

WHEREAS, The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), or its nominee (Cede & Co.), will be the registered owner (the "Shareholder") of all Shares; and

WHEREAS, the Fund desires to appoint the Bank as its transfer agent, dividend disbursing agent, and agent in connection with certain other activities, and the Bank desires to accept such appointment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Terms of Appointment; Duties of the Bank

1.1 Subject to the terms and conditions set forth in this Agreement, the Fund hereby employs and appoints the Bank to act as, and the Bank agrees to act as, its transfer agent for the authorized and issued Shares, and as the Fund's dividend disbursing agent.

1.2 Pursuant to such appointment, the Bank agrees that it will perform the following services:

(a) In accordance with the terms and conditions of this Agreement and the authorized participant agreements (each an "Authorized Participant Agreement") prepared by the Fund's distributor ("Distributor"), a copy of which is attached hereto as Exhibit A, the Bank shall:

(i) Perform and facilitate the performance of purchases and redemption of Creation Units;

(ii) Prepare and transmit by means of DTC's book-entry system payments for dividends and distributions on or with respect to the Shares, if any, declared by the Fund;

(iii) Maintain the record of the name and address of the Shareholder and the number of Shares issued by the Fund and held by the Shareholder;

(iv) Record the issuance of Shares of the Fund and maintain a record of the total number of Shares of the Fund which are outstanding and authorized, based upon data provided to it by the Fund. The Bank shall have no obligation, when recording the issuance of Shares, to monitor the issuance of such Shares or to take cognizance of any laws relating to the issue or sale of such Shares, which functions shall be the sole responsibility of the Fund.

(v) Prepare and transmit to the Fund and the Fund's administrator and to any applicable securities exchange (as specified to the Bank by the Fund or its administrator) information with respect to purchases and redemptions of Shares;

(vi) On days that the Fund may accept orders for purchases or redemptions, calculate and transmit to the Distributor and the Fund's administrator the number of outstanding Shares;

(vii) On days that the Fund may accept orders for purchases or redemptions (pursuant to the Authorized Participant Agreement), transmit to the Bank, the Fund and DTC the amount of Shares purchased on such day;

(viii) Confirm to DTC the number of Shares issued to the Shareholder, as DTC may reasonably request;

(ix) Prepare and deliver other reports, information and documents to DTC as DTC may reasonably request;

(x) Extend the voting rights to the Shareholder for extension by DTC to DTC participants and the beneficial owners of Shares in accordance with policies and procedures of DTC for book-entry only securities;

(xi) Distribute or maintain, as directed by the Fund, amounts related to purchases and redemptions of Creation Units, dividends and distributions, variation margin on derivative securities and collateral;

(xii) Maintain those books and records of the Fund specified by the Fund in Schedule A attached hereto;

(xiii) Prepare a monthly report of all purchases and redemptions of Shares during such month on a gross transaction basis, and identify on a daily basis the net number of Shares either redeemed or purchased on such Business Day and with respect to each Authorized Participant (as defined in each Authorized Participant Agreement) purchasing or redeeming Shares, the amount of Shares purchased or redeemed;

(xiv) Receive from the Distributor (as defined in the Authorized Participant Agreement) or from its agent purchase orders from Authorized Participants for Creation Unit aggregations of Shares received in good form and accepted by or on behalf of the Fund transmit appropriate trade instructions to the National Securities Clearance Corporation, if applicable, and pursuant to such orders issue the appropriate number of Shares of the Fund and hold such Shares in the account of the Shareholder of the Fund;

(xv) Receive from the Authorized Participants redemption requests, deliver the appropriate documentation thereof to the Fund's manager with respect to redemptions for cash and for redemptions in-kind, generate and transmit or cause to be generated and transmitted confirmation of receipt of such redemption requests to the Authorized Participants submitting the same; transmit appropriate trade instructions to the National Securities Clearance Corporation, if applicable, and redeem the appropriate number of Creation Unit Aggregations of Shares held in the account of the Shareholder; and

(xvi) Confirm the name, U.S taxpayer identification number and principal place of business of each Authorized Participant.

(xvii) The Bank may execute transactions directly with Authorized Participants to the extent necessary or appropriate to enable the Bank to carry out any of the duties set forth in items (i) through (xvi) above. The Fund will be responsible for confirming the receipt of assets in connection with creation activity and the withdrawal of assets in connection with redemption activity prior to the creation or redemption of Creation Units by the Bank. The Bank has no responsibility to independently verify the accuracy of such information provided to it by the Fund.

(xviii) Except as otherwise instructed by the Fund, the Bank shall process all transactions for the Fund in accordance with the policies and procedures mutually agreed upon between the Fund and the Bank with respect to the proper net asset value to be applied to purchases received in good order by the Bank or from an Authorized Participant before any cut-offs established by the Fund, and such other matters set forth in items (i) through (xvi) above as these policies and procedures are intended to address.

(b) The Bank may maintain and manage, as agent for the Fund, such accounts as the Bank shall deem necessary for the performance of its duties under this Agreement, including, but not limited to, the processing of Creation Unit purchases and redemptions; and the payment of dividends and distributions. The Bank may maintain such accounts at financial institutions deemed appropriate by the Bank in accordance with applicable law.

(c) In addition to the services set forth in the above sub-section 1.2(a), the Bank shall: perform the customary services of a transfer agent and dividend disbursing agent including, but not limited to, maintaining the account of the Shareholder, maintaining the items set forth on Schedule A attached hereto, and performing such services identified in each Authorized Participant Agreement.

(d) The following shall be delivered to DTC participants as identified by DTC as the Shareholder for book-entry only securities:

(i) Annual and semi-annual reports of the Fund;

(ii) Fund proxies, proxy statements and other proxy soliciting materials;

(iii) Fund prospectus and amendments and supplements thereto, including stickers;

(iv) Tax information materials, including, but not limited to, certain grantor trust tax letters;

(v) Other communications as the Fund may from time to time identify as required by law or as the Fund may reasonably request; and

(vi) The Bank shall provide additional services, if any, as may be agreed upon in writing by the Fund and the Bank.

(e) The Bank shall keep records relating to the services to be performed hereunder, in the form and manner to the extent required by Section 31 of the Investment Company Act of 1940 and the rules thereunder (the "Rules") as if the Fund was subject to such Rules, all such books and records shall be the property of the Fund, will be preserved, maintained and made available in accordance with such Section and Rules, and will be surrendered promptly to the Fund on and in accordance with its request.

(f) It is understood and agreed by the parties hereto that under no circumstances will the services performed by the Bank pursuant to this Agreement include any service, function or activity that would constitute a "virtual currency business activity" for purposes of the regulations issued by the Superintendent of the New York State Department of Financial Services (23 N.Y.C.R.R. Part 200).

2. Fees and Expenses

2.1 The Bank shall receive from the Fund such compensation for its services provided pursuant to this Agreement as may be agreed to from time to time in a written fee schedule approved by the parties. The fees are accrued daily and billed monthly and shall be due and payable upon receipt of the invoice. Upon the termination of this Agreement before the end of any month, the fee for the part of the month before such termination shall be prorated according to the proportion which such part bears to the full monthly period and shall be payable upon the date of termination of this Agreement.

2.2 In addition to the fee paid under Section 2.1 above, the Fund agrees to reimburse the Bank for reasonable documented, out-of-pocket expenses, including but not limited to confirmation production, postage, forms, telephone, microfilm, microfiche, tabulating proxies, records storage, or advances incurred by the Bank for the items set out in the fee schedule or relating to dividend distributions and reports (whereas all expenses related to creations and redemptions of Fund securities shall be borne by the relevant Authorized Participant in such creations and redemptions). In addition, any other expenses incurred by the Bank at the request or with the consent of the Fund, will be reimbursed by the Fund or the Manager.

2.3 The Fund agrees to pay all fees and reimbursable expenses within thirty business days following the receipt of the respective billing notice accompanied by supporting documentation, as appropriate. Postage for mailing of dividends, proxies, Fund reports and other mailings to all shareholder accounts shall be advanced to the Bank by the Fund at least seven (7) days prior to the mailing date of such materials.

2.4 The Fund hereby represents and warrants to the Bank that (i) the terms of this Agreement, (ii) the fees and expenses associated with this Agreement, and (iii) any benefits accruing to the Bank or to the adviser to, or manager of, the Fund in connection with this Agreement, including, but not limited to, any fee waivers, reimbursements, or payments made, or to be made, by the Bank to such adviser or manager or to any affiliate of the Fund relating to this Agreement have been fully disclosed to the Fund or the Fund's manager and that, if required by applicable law, the Fund or the Fund's manager has approved or will approve the terms of this Agreement, and any such fees, expenses, and benefits.

3. Representations and Warranties of the Bank

The Bank represents and warrants to the Fund that:

It is a banking company duly organized and existing and in good standing under the laws of the State of New York.

It is duly qualified to carry on its business in the State of New York.

It is empowered under applicable laws and by its Charter and By-Laws to act as transfer agent and dividend disbursing agent and to enter into, and perform its obligations under, this Agreement.

All requisite corporate proceedings have been taken to authorize it to enter into and perform this Agreement.

It has and will continue to have access to the necessary facilities, equipment and personnel to perform its duties and obligations under this Agreement.

4. Representations and Warranties of the Fund

The Fund represents and warrants to the Bank that:

It is duly organized and existing and in good standing under the laws of Cayman Islands.

It is empowered under applicable laws and by its Articles of Formation and Limited Liability Company Agreement to enter into and perform this Agreement.

A registration statement under the Securities Act of 1933, as amended, on behalf of the Fund has become effective, will remain effective, and appropriate state securities law filings have been made and will continue to be made, with respect to all Shares of the Fund being offered for sale.

5. Indemnification

5.1 The Bank shall not be responsible for, and the Fund shall indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against, any and all losses, damages, costs, charges, counsel fees, including, without limitation, those incurred by the Bank in a successful defense of any claims by the Fund, payments, expenses and liability ("Losses") which may be sustained or incurred by or which may be asserted against the Bank in connection with or relating to this Agreement or the Bank's actions or omissions with respect to this Agreement, or as a result of acting upon any instructions reasonably believed by the Bank to have been duly authorized by the Fund or upon reasonable reliance of information or records given or made by the Fund; except for any Losses for which the Bank has accepted liability pursuant to Article 6 of this Agreement.

5.2 This indemnification provision shall apply to actions taken or omissions pursuant to this Agreement or an Authorized Participant Agreement.

6. Standard of Care and Limitation of Liability

The Bank shall have no responsibility and shall not be liable for any Losses, except that the Bank shall be liable to the Fund for direct money damages caused by its own fraud, negligence, or willful misconduct or that of its employees, agents or attorneys-in-fact. The Bank's aggregate liability hereunder shall not exceed the total fees paid to BNY Mellon for Fund Administration and Accounting services by or

on behalf of the Fund during the twelve (12) month period preceding the event on which such claim is based. The parties agree that any encoding or payment processing errors shall be governed by this standard of care, and not Section 4-209 of the Uniform Commercial Code which shall be superseded by this Article. In no event shall the Bank be liable for special, indirect or consequential damages, regardless of the form of action and even if the same were foreseeable. For purposes of this Agreement, none of the following shall be or be deemed a breach of the Bank's standard or care:

(a) The conclusive reliance on or use by the Bank or its agents or subcontractors of information, records, documents, or services which (i) are received by the Bank or its agents or subcontractors, and (ii) have been prepared, maintained, or performed by the Fund or any other person or firm on behalf of the Fund including but not limited to any previous transfer agent or registrar.

(b) The conclusive reliance on, or the carrying out by the Bank or its agents or subcontractors of, any instructions or requests of the Fund or instructions or requests on behalf of the Fund.

(c) The offer or sale of Shares by or for the Fund in violation of any requirement under the federal securities laws or regulations, or the securities laws or regulations of any state that such Shares be registered in such state, or any violation of any stop order or other determination or ruling by any federal agency, or by any state with respect to the offer or sale of Shares in such state.

7. Concerning the Bank

7.1

(a) The Bank may employ agents or attorneys-in-fact which are not affiliates of the Bank with the prior written consent of the Fund (which consent shall not be unreasonably withheld), and shall not be liable for any loss or expense arising out of, or in connection with, the actions or omissions to act of such agents or attorneys-in-fact, provided that the Bank acts in good faith and with reasonable care in the selection and retention of such agents or attorneys-in-fact.

(b) The Bank may, without the prior consent of the Fund, enter into subcontracts, agreements and understandings with any Bank affiliate, whenever and on such terms and conditions as it deems necessary or appropriate to perform its services hereunder. No such subcontract, agreement or understanding shall discharge the Bank from its obligations hereunder.

7.2 The Bank shall be entitled to conclusively rely upon any written or oral instruction actually received by the Bank and reasonably believed by the Bank to be duly authorized and delivered. The Fund agrees to forward to the Bank written instructions confirming oral instructions by the close of business of the same day that such oral instructions are given to the Bank. The Fund agrees that the fact that such confirming written instructions are not received or that contrary written instructions are received by the Bank shall in no way affect the validity or enforceability of transactions authorized by such oral instructions and effected by the Bank.

7.3 The Bank shall establish and maintain a disaster recovery plan and back-up system at all times satisfying the requirements of its regulators (the "Disaster Recovery Plan and Back-Up System"). The Bank shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control which are not a result of its gross negligence, including without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruption, loss or malfunctions of transportation, computer (hardware or software) or communication services; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation,

provided that the Bank has established and is maintaining the Disaster Recovery Plan and Back-Up System, or if not, that such delay or failure would have occurred even if the Bank had established and was maintaining the Disaster Recovery Plan and Back-Up System. Upon the occurrence of any such delay or failure the Bank shall use commercially reasonable best efforts to resume performance as soon as practicable under the circumstances.

7.4 The Bank shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and the Participation Agreement, and no covenant or obligation shall be implied against the Bank in connection with this Agreement, except as set forth in this Agreement and the Participation Agreement.

7.5 At any time the Bank may apply to an officer of the Fund, but is not obligated to do so, for written instructions with respect to any matter arising in connection with the Bank's duties and obligations under this Agreement, and the Bank, its agents, and subcontractors shall not be liable for any action taken or omitted to be taken in good faith in accordance with such instructions. Such application by the Bank for instructions from an officer of the Fund may, at the option of the Bank, set forth in writing any action proposed to be taken or omitted to be taken by the Bank with respect to its duties or obligations under this Agreement and the date on and/or after which such action shall be taken, and the Bank shall not be liable for any action taken or omitted to be taken in accordance with a proposal included in any such application on or after the date specified therein unless, prior to taking or omitting to take any such action, the Bank has received written or oral instructions in response to such application specifying the action to be taken or omitted. In connection with the foregoing, the Bank may consult with legal counsel of its own choosing, but is not obligated to do so, and advise the Fund if any instructions provided by the Fund at the request of the Bank pursuant to this Article or otherwise would, to the Bank's knowledge, cause the Bank to take any action or omit to take any action contrary to any law, rule, or regulation. In the event a situation or circumstance arises whereby the Bank adopts a course of conduct in reliance upon written legal advice it has received from its external counsel (which need not be a formal opinion of counsel) and the course of conduct is not identical to the course of conduct contained in the instructions received from the Fund, the Bank may reply upon and follow the written legal advice without liability hereunder provided it, and otherwise acts in compliance with this Agreement and promptly notifies the Fund of its determination and the rationale for such determination.

7.6 The Bank, its agents and subcontractors may act upon any paper or document, reasonably believed to be genuine and to have been signed by the proper person or persons, or upon any instruction, information, data, records or documents provided to the Bank or its agents or subcontractors by or on behalf of the Fund by machine readable input, telex, CRT data entry or other similar means authorized by the Fund, and shall not be held to have notice of any change of authority of any person, until receipt of written notice thereof from the Fund.

7.7 The Bank shall retain title to and ownership of any and all data bases, computer programs, screen formats, report formats, interactive design techniques, derivative works, inventions, discoveries, patentable or copyrightable matters, concepts, expertise, patents, copyrights, trade secrets, and other related legal rights utilized by the Bank in connection with the services provided by the Bank hereunder. Notwithstanding the foregoing, the parties hereto acknowledge that the Fund shall retain all ownership rights in Fund data residing on the Bank's electronic system.

7.8 Notwithstanding any provisions of this Agreement to the contrary, the Bank shall be under no duty or obligation to inquire into, and shall not be liable for:

(a) The legality of the issue, sale or transfer of any Shares, the sufficiency of the amount to be received in connection therewith, or the authority of the Fund to request such issuance, sale or transfer;

(b) The legality of the purchase of any Shares, the sufficiency of the amount to be paid in connection therewith, or the authority of the Fund to request such purchase;

(c) The legality of the declaration of any dividend by the Fund, or the legality of the issue of any Shares in payment of any stock dividend; or

(d) The legality of any recapitalization or readjustment of the Shares.

8. Providing of Documents by the Fund and Transfers of Shares

8.1 The Fund shall promptly furnish to the Bank with a copy of its Articles of Formation and Limited Liability Company Agreement and all amendments thereto.

8.2 In the event that DTC ceases to be the Shareholder, the Bank shall re-register the Shares in the name of the successor to DTC as Shareholder upon receipt by the Bank of such documentation and assurances as it may reasonably require.

8.3 The Bank shall have no responsibility whatsoever with respect to any beneficial interest in any of the Shares owned by the Shareholder.

8.4 The Fund shall deliver to the Bank the following documents on or before the effective date of any increase, decrease or other change in the total number of Shares authorized to be issued:

(a) A certified copy of the amendment to the Articles of Formation and Limited Liability Company Agreement with respect to such increase, decrease or change; and

(b) An opinion of counsel for the Fund, in a form satisfactory to the Bank, with respect to (i) the validity of the Shares, the obtaining of all necessary governmental consents, whether such Shares are fully paid and non-assessable and the status of such Shares under the Securities Act of 1933, as amended, and any other applicable federal law or regulations (i.e., if subject to registration, that they have been registered and that the Registration Statement has become effective or, if exempt, the specific grounds therefore), and (ii) the due and proper listing of the Shares on all applicable securities exchanges.

8.5 Prior to the issuance of any additional Shares pursuant to stock dividends, stock splits or otherwise, and prior to any reduction in the number of Shares outstanding, the Fund shall deliver to the Bank:

(a) A certified copy of the order or consent of each governmental or regulatory authority required by law as a prerequisite to the issuance or reduction of such Shares, as the case may be, and an opinion of counsel for the Fund that no other order or consent is required; and

(b) An opinion of counsel for the Fund, in a form satisfactory to the Bank, with respect to (i) the validity of the Shares, the obtaining of all necessary governmental consents, whether such Shares are fully paid and non-assessable and the status of such Shares under the Securities Act of 1933, as amended,

and any other applicable federal law or regulations (i.e., if subject to registration, that they have been registered and that the Registration Statement has become effective or, if exempt, the specific grounds therefore), and (ii) the due and proper listing of the Shares on all applicable securities exchanges.

8.6 The Bank and the Fund agree that all books, records, confidential, non-public, or proprietary information and data pertaining to the business of the other party which are exchanged or received pursuant to the negotiation or the carrying out of this Agreement shall remain confidential, and shall not be voluntarily disclosed to any person other than its auditors, accountants, regulators, employees, agents, attorneys-in-fact or counsel, except as may be, or may become required by law, by required filing, by administrative or judicial order or by rule. The foregoing confidentiality obligation shall not apply to any information to the extent: (i) it is already known to the receiving party at the time it is obtained; (ii) it is or becomes publicly known or available through no wrongful act of the receiving party: (iii) it is rightfully received from a third party who, to the receiving party's knowledge, is not under a duty of confidentiality; (iv) it is released by the protected party to a third party without restriction; or (v) it has been or is independently developed or obtained by the receiving party without reference to the information provided by the protected party.

8.7 In case of any requests or demands for the inspection of the Shareholder records of the Fund, the Bank will promptly employ reasonable commercial efforts to notify the Fund and secure instructions from an authorized officer of the Fund as to such inspection. The Bank reserves the right, however, to exhibit the Shareholder records to any person whenever it is advised by its counsel that it may be held liable for the failure to exhibit the Shareholder records to such person

9. Termination of Agreement

9.1 Although executed as of the date hereof, this Agreement shall not become effective until the date on which shares of Grayscale Digital Large Cap Fund, LLC begin trading on NYSE Arca as shares of an exchange-traded product, the term of this Agreement shall be three years (the "Initial Term") and shall automatically renew for additional one-year terms (each a "Subsequent Term") unless either party provides written notice of termination at least ninety (90) days prior to the end of the Initial Term or any Subsequent Term or, unless earlier terminated as provided below:

(a) Either party hereto may terminate this Agreement prior to the expiration of the Initial Term in the event the other party breaches any material provision of this Agreement, including, without limitation in the case of the Fund, its obligations under Section 2.1, provided that the non-breaching party gives written notice of such breach to the breaching party and the breaching party does not cure such violation within 10 business days of receipt of such notice.

(b) Either party hereto may terminate this Agreement immediately by sending notice thereof to the other party upon the happening of any of the following: (i) a party commences as debtor any case or proceeding under any bankruptcy, insolvency or similar law, or there is commenced against such party any such case or proceeding; (ii) a party commences as debtor any case or proceeding seeking the appointment of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property or there is commenced against the party any such case or proceeding; (iii) a party makes a general assignment for the benefit of creditors; or (iv) a party states in any medium, written, electronic or otherwise, any public communication or in any other public manner its inability to pay debts as they come due. Either party hereto may exercise its termination right under this Section 9.1(b) at any time after the occurrence of any of the foregoing events notwithstanding that such event may cease to be continuing prior to such exercise, and any delay in exercising this right shall not be construed as a waiver or other extinguishment of that right.

(c) The Fund may terminate this Agreement at any time upon thirty (30) days' prior written notice in the event that the Fund's manager determines to liquidate the Fund. The Bank may terminate this Agreement at any time upon ninety (90) days' written notice for any reason.

9.2 Should the Fund exercise its right to terminate, all out-of-pocket expenses associated with the movement of records and material will be borne by the Fund.

9.3 The terms of Article 2 (with respect to fees and expenses incurred prior to termination), Article 5 and Article 6 shall survive any termination of this Agreement.

10. Additional Series

In the event that the Fund establishes one or more additional series of Shares with respect to which it desires to have the Bank render services as transfer agent under the terms hereof, it shall so notify the Bank in writing, and if the Bank agrees in writing to provide such services, such additional issuance shall become Shares hereunder.

11. Assignment

11.1 Neither this Agreement nor any rights or obligations hereunder may be assigned by either party without the written consent of the other party; provided, however, either party may assign this Agreement to a party controlling, controlled by or under common control with it.

11.2 This Agreement shall inure to the benefit of and be binding upon the parties and their respective permitted successors and assigns.

12. Severability and Beneficiaries

12.1 In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, the legality and enforceability of the remaining provisions shall not in any way be affected thereby provided obligation of the Fund to pay is conditioned upon provision of services.

12.2 This Agreement is solely for the benefit of the Bank and the Fund, and none of any Authorized Participant (as defined in the Authorized Participant Agreement), the Distributor, any Shareholder or beneficial owner of any Shares shall be or be deemed a third party beneficiary of this Agreement.

13. Amendment

This Agreement may be amended or modified by a written agreement executed by both parties.

14. New York Law to Apply

This Agreement shall be construed in accordance with the substantive laws of the State of New York, without regard to conflicts of laws principles thereof. The Fund and the Bank hereby consent to the jurisdiction of a state or federal court situated in New York City, New York in connection with any dispute arising hereunder. The Fund hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. The Fund and the Bank each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

15. Merger of Agreement

This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior agreement with respect to the subject matter hereof whether oral or written.

16. Notices

All notices and other communications as required or permitted hereunder shall be in writing and sent by first class mail, postage prepaid, addressed as follows or to such other address or addresses of which the respective party shall have notified the other.

If to the Bank:

The Bank of New York Mellon
240 Greenwich Street
New York, New York 10286
Attention: ETF Operations
with a copy to:
The Bank of New York Mellon
240 Greenwich Street
New York, New York 10286
Attention: Legal Dept. – Asset Servicing

If to the Fund:

Grayscale Digital Large Cap Fund, LLC
c/o Grayscale Investments Sponsors, LLC
290 Harbor Drive
Stamford, CT 06902
Attention: Legal Department
Email: legal@grayscale.com

17. Information Sharing

The Bank of New York Mellon Corporation is a global financial organization that provides services to clients through its affiliates and subsidiaries in multiple jurisdictions (the "BNY Mellon Group"). The BNY Mellon Group may centralize functions including audit, accounting, risk, legal, compliance, sales, administration, product communication, relationship management, storage, compilation and analysis of customer-related data, and other functions (the "Centralized Functions") in one or more affiliates, subsidiaries and third-party service providers. Solely in connection with the Centralized Functions and for the purposes of the Bank fulfilling its obligations under this Agreement, (i) the Fund consents to the disclosure of and authorizes the Bank to disclose information regarding the Fund ("Customer-Related Data") to the BNY Mellon Group and to its third-party service providers who are subject to confidentiality obligations with respect to such information and (ii) the Bank may store the names and business contact information of the Fund's employees and representatives on the systems or in the records of the BNY Mellon Group or its service providers. The BNY Mellon Group may aggregate Customer-Related Data with other data collected and/or calculated by the BNY Mellon Group, and notwithstanding anything in this Agreement to the contrary the BNY Mellon Group will own all such aggregated data, provided that the BNY Mellon Group shall not distribute the aggregated data in a format that identifies Customer-Related Data with a particular customer. The Fund confirms that it is authorized to consent to the foregoing.

18. Counterparts

This Agreement may be executed by the parties hereto in any number of counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names and on their behalf by and through their duly authorized officers, as of the latest date set forth below.

GRAYSCALE DIGITAL LARGE CAP FUND, LLC
By: Grayscale Investments Sponsors, LLC, as Manager of the Fund

By: _____

Name: _____
Title: _____
Date: _____

THE BANK OF NEW YORK MELLON

By: _____

Name: _____
Title: _____
Date: _____

SCHEDULE A

Books And Records To Be Maintained By The Bank

Source Documents requesting Creations and Redemptions (including dates and times of orders)

Correspondence/AP Inquiries

Reconciliations, bank statements, copies of canceled checks, cash proofs

Daily/Monthly reconciliation of outstanding Shares between the Fund and DTC

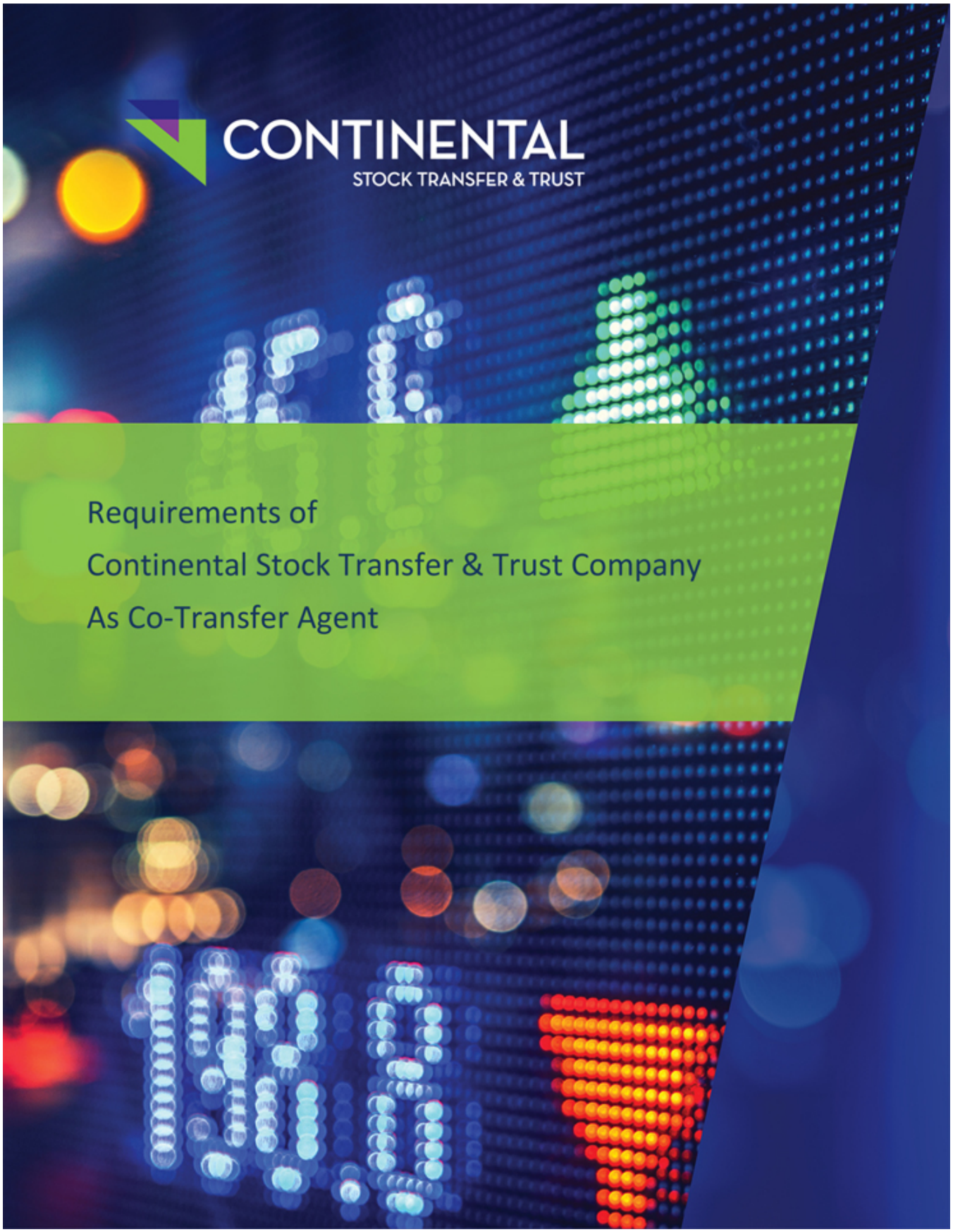
Dividend Records

Year-end Statements and Tax Forms

EXHIBIT A

Form of Authorized Participant Agreement

Exhibit 99.8


CONTINENTAL
STOCK TRANSFER & TRUST
Requirements of
Continental Stock Transfer & Trust Company
As Co-Transfer Agent

Requirements of
Continental Stock Transfer & Trust Company
as Co-Transfer Agent

1. Agreement and Copy of Resolution of Board of Directors for our Appointment as Co-Transfer Agent.

2. Copy of Charter or Certificate of Incorporation and Amendments thereto certified by an official of the State of Incorporation.

3. Copy of By-Laws and amendments thereto certified by the Corporate Secretary.

4. Form W-9/W-8 BEN-E, signed by an authorized officer of the entity.

5. Opinion of Counsel for the Corporation advising as to:
   (a) the proper organization of the Corporation;
   (b) the legality of the issuance of its presently issued Capital Stock and Capital Stock being issued in connection with a public offering;
   (c) full compliance as to the aforementioned Capital Stock with the Federal Securities Act of 1933, as amended, or the reason and statutory reference under which exemption is claimed if registration under said Act is not necessary.

Initial Public Offering clients: please provide a letter of instruction, signed by two corporate officers, authorizing and directing the Co-Transfer Agent to issue securities in accordance with the underwriter's instructions or the Company's instructions, as the case may be.

Continental Stock Transfer & Trust Company

Co-Transfer Agency Agreement

This agreement is made as of June 25, 2025.

Between: Grayscale Investments Sponsors, LLC, ("Manager") as Manager of the Grayscale Digital Large Cap Fund (hereinafter referred to as the "*Company*")

And: Continental Stock Transfer & Trust Company ("Continental"), incorporated under the Laws of New York and headquartered in New York, NY USA

The Bank Of New York Mellon, Primary Agent (hereinafter referred to as "Primary Agent") is identified within but is not party to the agreement.

Whereas, the Company has previously appointed PRIMARY AGENT as Principal Transfer Agent and Registrar for the securities of the Company (the "Main Agreement"), which appointment PRIMARY AGENT has approved, and;

Whereas, the Company desires to appoint Continental as Co-Transfer Agent for the securities of the Company listed on the NYSE Arca Stock Exchange, which appointment Continental desires to approve.

1. **Appointment.** The Company hereby appoints Continental as its Co-Transfer Agent for the securities of the Company, and Continental hereby accepts the said appointment upon the terms and conditions as set out in this Agreement including the services listed in Exhibit A.

2. **Description of Register of Transfers.** Continental shall keep and maintain or cause to be kept and maintained a branch register of transfers wherein shall be recorded only the particulars of Direct Registration System ("DRS") book-entry transfers of shares registered at its office. Continental shall advise PRIMARY AGENT at its principal office or other designated offices of all transfers of securities made, entered or recorded in the register of DRS transfers kept by Continental and, in addition, transfer journals reflecting transfers of other items promptly after such transfers are entered or recorded but in all cases within 24 hours, by granting PRIMARY AGENT access to the transfer journals posted to ContinentaLink each evening.

3. **Transferability of Securities.** All the securities issued by Continental or PRIMARY AGENT shall be effectively and interchangeably transferable on the register of transfers of the Company's securities kept and maintained at Continental's offices or at the offices of PRIMARY AGENT or its successors, regardless of where or when the certificates for securities have been issued. All DRS positions in the U.S. depository are controlled by Continental and PRIMARY AGENT agrees that no transaction will be processed against a DRS position maintained on its register unless the transaction was reflected on Continental's transfer journal or PRIMARY AGENT notifies Continental in advance of making any change to ensure that the DRS position is valid at that time.

4. **Issuance of Certificates Upon Transfer.** Continental is hereby authorized and directed, subject to paragraph 6 hereof and other instructions of PRIMARY AGENT or its successors, from time to time, to enter and record or to cause to be entered and recorded transfers of securities, to cancel certificates for securities surrendered upon transfer and to countersign, register and issue to security holders entitled thereto certificates representing securities duly transferred to or held by them respectively. The Company shall furnish Continental with certificates for the securities of the Company in such quantities and denominations as, from time to time, may be required. Continental is hereby authorized and directed to countersign and register such certificates upon surrender of outstanding certificates submitted for transfer or exchange.

5. **Stop Transfers.** When Continental is advised by any security holder or any duly appointed representative thereof that certificates representing the securities registered in the name of such security holders are lost, mutilated, stolen or destroyed, Continental shall forthwith advise PRIMARY AGENT or its successors, at its designated office thereof so that a "stop transfer" notation may be made accordingly on its records and thereafter Continental shall not register the transfer of any of the securities represented by such certificates. If Continental receives a request to transfer securities represented by a certificate, which has been reported lost, mutilated, stolen or destroyed, Continental shall notify PRIMARY AGENT or its successors, and await instructions therefrom. PRIMARY AGENT or its successors shall provide Continental with a list of all "stop transfer" notations on record against the certificates for the securities upon the appointment of Continental as Co-Agent. Upon the subsequent placement or removal of "stop transfers" PRIMARY AGENT or its successors shall immediately advise Continental in writing of the change. Notwithstanding the foregoing, Continental shall not be required to make such transfers unless all legal requirements have been met and an indemnity satisfactory to Continental shall be given. Certificates to replace lost, mutilated, stolen or destroyed certificates shall be issued only by PRIMARY AGENT or its successors. Therefore, any request to issue new certificates in such circumstances shall be submitted by Continental to PRIMARY AGENT or its successors.

6. **Conditions of Transfers.** No securities may be transferred on Continental's register of transfers except in conformity with the following provisions:
    - **a.** Securities may only be transferred by delivering to Continental the certificate representing the securities to be transferred with the form of transfer provided thereon duly completed and executed by the transferor or its duly authorized representative with the signature of the transferor guaranteed by a financial institution that is a member of a recognized STAMP Medallion Signature Guarantee Program or other acceptable organization as defined in the Stock Transfer Association's Guidelines as updated from time to time.
    - **b.** Continental will send to PRIMARY AGENT an electronic image of restricted securities (including supporting documentation) presented to Continental for transfer and will act upon the direction of PRIMARY AGENT to transfer and maintain or release the restriction or to request additional documentation from the presenter, in accordance with PRIMARY AGENT's policies and documentation in its possession to support such transfers. Accordingly, Continental may rely upon and shall be fully protected, held harmless and indemnified in acting or refraining from acting in reliance upon such PRIMARY AGENT directions. However, Continental will be responsible for authenticating the validity of any certificate it receives for transfer that it does not forward to PRIMARY AGENT.

7. **Maintenance of Records**. Continental shall maintain customary records in connection with the appointment herein and may send to the Company or its successors, all books, documents and records no longer required by it for current purposes. Continental is authorized to destroy certificates for securities that have imaged and indexed within three business days after the date of cancellation, pursuant to SEC Rule 17Ad-19.

8. **Legal Matters**. Continental may, from time to time, refer any legal matters that may arise in connection with the performance of its duties and obligations herein to legal counsel for the Company or to legal counsel of Continental, for an opinion, the cost being borne by the Company, and may rely upon and shall be fully protected and held harmless in acting or refraining from acting in reliance upon: such legal advice, opinions, or instructions.

9. **Fees**. The monthly retainer fee payable by the Company to Continental shall be $ (insert amount) (US). No termination fee shall apply.

10. **Term**. Although executed as of the date hereof, this Agreement shall not become effective until the date on which shares of Grayscale Digital Large Cap Fund begin trading on NYSE Arca as shares of an exchange-traded product. The appointment of Continental as the Co-Transfer Agent is valid until terminated upon ninety (90) days prior written notice delivered by the Company or Continental to the other parties.

11. **Degree of Care and Discharge.** Continental agrees to faithfully carry out and perform its duties hereunder and, upon termination of its appointment and payment of outstanding fees, shall deliver to the Company, all registers of transfers and documents in connection therewith. A receipt therefor, signed by an officer of the Company shall be a valid discharge to Continental of its appointment hereunder.

12. **Funds**. Continental shall not be bound to see to the execution of any fund, express, implied or constructive, or of any charge, pledge or equity to which any of the securities or any interests therein are subject to, to ascertain or inquire whether any sale or transfer of any such securities or interest therein by a holder or his personal representatives is authorized by such fund, charge, pledge or equity or to recognize any person having any interest therein except for the person recorded as such holder.

13. **Reliance and Indemnity.**
    - **a.** Continental may rely upon and shall be fully protected and held harmless in acting or refraining from acting in reliance upon: (i) any written or oral instructions, representations or certifications received from any person it believes in good faith to be an officer, authorized agent, employee or shareholder of Company; (ii) advice, opinions, or instructions received from Company's or Continental's legal counsel; (iii) any information, records and documents provided to Continental by a former transfer agent or registrar of the Company or PRIMARY AGENT; (iv) the authenticity of any signature (manual, facsimile or electronic transmission) appearing on any writing or communication; and (v) on the conformity to original of any copy.
    - **b.** The Company agrees to defend, indemnify and hold harmless Continental, its successors and assigns, and each of its directors, officers, employees and agents (the "*Indemnified Parties*") against and from any demands, claims, assessments, proceedings, suits, actions, costs, judgments, penalties, interest, liabilities, losses, damages, debts, expenses and disbursements (including expert consultant and legal fees and disbursements on a substantial indemnity, or solicitor and client, basis) (collectively, the "*Claims*") that the Indemnified Parties, or any of them, may suffer or incur or that may be asserted against them, or any of them, in consequence of, arising from or in any way relating to this Agreement (as the same may be amended, modified or supplemented from time to time) or its duties hereunder in connection with or in any way relating to this Agreement. In addition, the Company agrees to reimburse, indemnify and save harmless the Indemnified Parties for, against and from all legal fees and disbursements (on a substantial indemnity, or solicitor and client, basis) incurred by an Indemnified Party if the Company commences an action, or cross claims or counterclaims, against the Indemnified Party and the Indemnified Party is successful in defending such claim.
    - **c.** The Company agrees that its liability hereunder shall be absolute and unconditional regardless of the correctness of any representations of any third parties and regardless of any liability of third parties to the Indemnified Parties, and shall accrue and become enforceable without prior demand or any other precedent action or proceeding, and shall survive the resignation or removal of Continental or the termination of this Agreement.
    - **d.** Continental shall not be under any obligation to prosecute or defend any action or suit in respect of their agency relationships with the Company under this Agreement, but will do so at the request of the Company provided that the Company furnishes an indemnity satisfactory to Continental against any liability, cost or expense which might be incurred.

14. **Limitation on Liability.** Continental shall not be liable for any error in judgment, for any act done or step taken or omitted by it in good faith, for any mistake of fact or law or for anything which it may do or refrain from doing in connection herewith except arising out of their bad faith or willful misconduct. In the event Continental is in breach of this Agreement or its duties hereunder or any agreement or duties relating to any other services that Continental may provide to the Company in connection with or in any way relating to this Agreement or Continental's duties hereunder, Continental shall be liable for claims or damages only to an aggregate maximum amount equal to the amount of fees paid hereunder by the Company to Continental in the twelve months preceding the last of the events giving rise to such claims or damages, except to the extent that Continental has acted in bad faith or engaged in willful misconduct. In no event shall continental be liable for any special, indirect, incidental, punitive or consequential damages arising out of or related to this agreement (including lost profits, damage to reputation or lost savings), even if foreseeable or even if Continental has been advised of the possibility of such damages.

15. **Amendment, Assignment and Termination.**
    - **a.** Except as specifically provided herein, this Agreement may only be amended or assigned by a written agreement of the parties.
    - **b.** Any entity resulting from the merger, amalgamation or continuation of Continental or succeeding to all or substantially all of its transfer agency business (by sale of such business or otherwise), shall thereupon automatically become the co-transfer agent hereunder without further act or formality.
    - **c.** This Agreement may be terminated by any party on 90 days' notice in writing being given to the other parties at the addresses set out in Section 16 or at such other addresses of which notice has been given.
    - **d.** This Agreement may be terminated by Continental in writing to the Company in the event the Company refuses or fails to pay an invoice for fees and expenses, or other demand for payment issued or made pursuant to this Agreement by Continental.
    - **e.** The provisions of Sections 14, 15 and 16 shall survive termination of this Agreement.

16. **Address for Service.** For the purposes of notices, the addresses for each party are as follows unless changed by notice in writing:

    Continental Stock Transfer & Trust Company
    1 State Street, 30th Floor
    New York, NY USA 10004
    Phone: 212.845.3224
    Email: kvandell@continentalstock.com

    Grayscale Investments Sponsors, LLC
    290 Harbor Drive, 4th Floor
    Stamford, CT 06902
    Email: legal@grayscale.com

17. **Certificate of Incumbency.** Continental and PRIMARY AGENT will provide each other with a list of specimen signatures of officers of their respective companies who are authorized to countersign certificates for securities. The lists shall be updated on a regular basis to reflect changes in the authorized personnel.

18. **Governing Laws**. This Agreement and the rights and obligations of the parties hereto shall be governed by and interpreted in accordance with the Laws of the State of New York and the Laws of the United States as applicable therein.

19. **Successors and Assigns**. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors and assigns.

In witness whereof, this Agreement has been duly executed by the parties hereto.

GRAYSCALE DIGITAL LARGE CAP FUND LLC

By: Grayscale Investments Sponsors, LLC, as Manager
of Grayscale Digital Large Cap Fund LLC

By: **/s/ Craig Salm**

Title: **Chief Legal Officer**

Continental Stock Transfer & Trust Company

By: **/s/ Steven Vacante**

06/25/25

Title: **Vice President**

Exhibit A

Included Services

- Unless directed by PRIMARY AGENT, Continental will not process the following items:
  - Treasury Orders
  - Returns to Treasury
  - Restricted Securities (US Legend, etc.)
  - Certificates with Stop Transfer Notations
  - Certificate Replacements
  - Estate Transfers
  - Class conversions
- Continental will refer all Non-Routine Transfers as noted above to PRIMARY AGENT for processing and will advise the presenter by return mail.
- On a weekly basis PRIMARY AGENT will provide Continental with a stop list for all Co-Agent issues
- DRS Processing
  - Continental will always recommend to potential Co-Agent clients to offer DRS Participation to provide an efficient process for withdrawing certificates from DTC.
  - Continental will issue a “Co-Agent” DRS Advice/Statement that will not have any reference to PRIMARY AGENT.
  - PRIMARY AGENT will record Continental issued DRS positions as “BOOK” on PRIMARY AGENT’s register even though on Continental’s transfer journals sent to PRIMARY AGENT will show as “DRS”.
  - Continental will do the same in the event an PRIMARY AGENT DRS position is sent to Continental by US brokers.
  - Annual DRS Statement to shareholders will be sent by Continental per DRS requirements for only Continental DRS positions.
  - Continental will reconcile the DTC Fast Balance with PRIMARY AGENT on a weekly basis.
  - On a weekly basis, Continental will provide DTC Fast Balances to PRIMARY AGENT for reconciliation purposes.

Corporate Information

Corporate Information			
Federal ID/EIN		Principal Name	
Company		Title	
Address		Telephone	
		Fax	
Telephone		Email Address	
Website			

Accounting (Please note our invoices are delivered electronically)			
Contact		Contact *(if different)*	
Name		Name	
Title		Title	
Address		Address	
Telephone		Telephone	
Facsimile		Fax	
Email		Email	

SEC Counsel (for opinions)			
Firm		Contact	
Address		Telephone	
		Fax	
		Email Address	

Company's General Counsel (if applicable)			
Firm		Contact	
Address		Telephone	
		Fax	
		Email Address	

List of Officers and Directors of Grayscale Investments Sponsors, LLC Authorized to Provide
Instructions Relating to Issuances of Shares and Corporate Actions
on Behalf of:

Grayscale Digital Large Cap Fund LLC

OFFICERS and DIRECTOR SIGNATORIES:

Name	Title	Signature

BOARD of DIRECTORS:

Name	Title