**As filed with the Securities and Exchange Commission on May 22, 2026**

**Registration No. 333-294493**

# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 3

to

FORM S-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

# Grayscale HYPE ETF

(Exact Name of Registrant as Specified in Its Charter)

| **Delaware** | **6221** | **41-6781242** |
|---|---|---|
| (State or Other Jurisdiction of Incorporation or Organization) | (Primary Standard Industrial Classification Code Number) | (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)

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

**Approximate date of commencement of proposed sale to the public**: As soon as practicable after the effective date of this Registration Statement.

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, 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, 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 post-effective amendment filed pursuant to Rule 462(d) 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. ☐

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.**

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

**SUBJECT TO COMPLETION, DATED MAY 22, 2026**

***PRELIMINARY PROSPECTUS***

GRAYSCALE®

# GRAYSCALE HYPE ETF

Grayscale HYPE ETF (the "Trust") is a Delaware statutory trust that issues common units of fractional undivided beneficial interest ("Shares"), which represent ownership in the Trust. In connection with the effectiveness of this registration statement and the listing of the Shares on NASDAQ, the Sponsor intends to rename the Trust as Grayscale Hyperliquid Staking ETF by filing a Certificate of Amendment to the Certificate of Trust with the Delaware Secretary of State in accordance with the provisions of the DSTA. The Trust's purpose is to hold "HYPE", the native digital asset of the Hyperliquid Network, a decentralized blockchain network that uses cryptographic protocols to maintain a public ledger and process transactions. The Trust's investment objective is for the value of the Shares (based on HYPE per Share) to reflect the value of HYPE held by the Trust, including HYPE earned as Staking Consideration (to the extent that the Staking Condition is satisfied and Staking is implemented), as determined by reference to the Index Price (as defined herein), less the Trust's expenses and other liabilities. While an investment in the Shares is not a direct investment in HYPE, the Shares are designed to provide investors with a cost-effective and convenient way to gain investment exposure to HYPE. Grayscale Investments Sponsors, LLC is the sponsor of the Trust (the "Sponsor"). CSC Delaware Trust Company is the trustee of the Trust (the "Trustee"), The Bank of New York Mellon is the transfer agent of the Trust (in such capacity, the "Transfer Agent") and the administrator of the Trust (in such capacity, the "Administrator") and Anchorage Digital Bank N.A. is the custodian of the Trust (the "Custodian"). West Capital Advisors LLC (the "Consultant"), is expected to provide certain consulting services to the Sponsor in connection with the Hyperliquid Network.

Prior to this offering, there has been no public market for the Shares. The Trust intends to list the Shares on Nasdaq Stock Market LLC ("NASDAQ") under the symbol "HYPG" upon approval, subject to notice of issuance, pursuant to Nasdaq Rule 5711(d), which permits the listing and trading of Commodity-Based Trust Shares under NASDAQ's generic listing standards. The Trust intends to list the Shares under Nasdaq Rule 5711(d) once HYPE satisfies the applicable eligibility requirements set forth in Rule 5711(d)(iv). Shares of the Trust will not commence trading unless and until NASDAQ confirms that the Shares meet all applicable listing requirements. The Trust 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 price of HYPE and the trading price of the Shares on the NASDAQ at the time of each sale.

The Shares may be purchased from the Trust only in one or more blocks of 10,000 Shares (a block of 10,000 Shares is called a "Basket"). The Trust issues Baskets of Shares to certain authorized participants ("Authorized Participants") on an ongoing basis as described in "Plan of Distribution." In addition, the Trust redeems Shares in Baskets on an ongoing basis from Authorized Participants. The Trust is permitted to conduct creations and redemptions of Shares via in-kind transactions with Authorized Participants or their designees (any such designee, an "AP Designee") in exchange for HYPE and also accepts Cash Orders (as defined herein). See "Description of Creation and Redemption of Shares." Some of the activities of the Authorized Participants may 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."

**Investing in the Shares involves significant risks. You should carefully consider the risk factors described in "Risk Factors" starting on page 19 before you invest in the Shares.**

The Trust 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 these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

On April 22, 2026, the Sponsor, in its capacity as the seed capital investor (the "Seed Capital Investor"), purchased $100 in Shares (the "Seed Shares"), comprising 4 Shares at a per Share price of $25.00. The Seed Shares are currently anticipated to be redeemed for cash in connection with, and immediately prior to, listing of the Shares on NASDAQ. The $100 in proceeds the Trust received in consideration for the sale of the Seed Shares served as the basis for the audit described in the section entitled "Index to Financial Statements—Report of Independent Registered Public Accounting Firm." The Seed Capital Investor is expected to purchase [ ] Shares at a per-Share price of $25.00 (the "Seed Basket[s]"), for total proceeds to the Trust of $[ ]. The proceeds of the Seed Basket[s] are expected to be used by the Trust to purchase HYPE at or prior to the listing of the Shares on NASDAQ.

The Seed Capital Investor will act as a statutory underwriter in connection with the purchase of the Seed Baskets. See "Seed Capital Investor" and "Plan of Distribution" for additional information.

The price of the Seed Baskets was determined as described above and such Shares could be sold at different prices if sold by the Seed Capital Investor at different times.

The Sponsor is in discussions with Hyper Holdings Global LP (the "Potential Investor"), for the Potential Investor to acquire a number of Shares (the "Contribution Shares") through an Authorized Participant, or its AP Designee, in exchange for approximately [ ] HYPE tokens (the "Contribution Tokens"), following the effectiveness of the registration statement of which this prospectus forms a part, and pursuant to such registration statement (collectively, the "Potential Contribution Arrangement"). However, because these discussions are not binding agreements or commitments to purchase, the Potential Investor could determine to purchase more, fewer or no Shares. See "Plan of Distribution" and "Business—Overview of the Trust and the Shares—Potential Contribution Arrangement."

The Shares are neither interests in nor obligations of the Sponsor, the Trustee, the Seed Capital Investor or the Potential Investor.

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 "Basket Amount", which is the amount of HYPE required to create or redeem a Basket of Shares, multiplied by the "Index Price," which is the U.S. dollar value of a HYPE derived from the Digital Asset Trading Platforms (as defined herein) that are reflected in the CoinDesk Hyperliquid Benchmark Extended Rate (the "Index"), calculated at 4:00 p.m., New York time, on each business day. The Index Price is calculated using non-GAAP methodology and is not used to calculate Principal,Market NAV in the Trust's financial statements.

The Trust 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 Sponsor believes that the Trust is not a commodity pool for purposes of the Commodity Exchange Act of 1936, as amended (the "CEA"), as administered by the Commodity Futures Trading Commission (the "CFTC") and that neither the Sponsor nor the Trustee is subject to regulation by the CFTC as a commodity pool operator or a commodity trading advisor. See "Risk Factors—Risk Factors Related to the Trust 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."

**The date of this prospectus is , 2026.**

**TABLE OF CONTENTS**


| | Page |
|---|---|
| Forward-Looking Statements | ii |
| Prospectus Summary | 1 |
| The Offering | 8 |
| Risk Factors | 21 |
| Use of Proceeds | 73 |
| Management's Discussion and Analysis of Financial Condition and Results of Operations | 74 |
| Business | 77 |
| Key Personnel of the Sponsor | 124 |
| Certain Relationships and Related Party Transactions | 126 |
| Description of the Shares | 128 |
| Description of Creation and Redemption of Shares | 131 |
| Material U.S. Federal Income Tax Consequences | 139 |
| ERISA and Related Considerations | 146 |
| Seed Capital Investor | 148 |
| Plan of Distribution | 149 |
| Legal Matters | 151 |
| Experts | 152 |
| Where You Can Find More Information | 153 |
| Glossary of Defined Terms | 154 |
| Index to Financial Statements | F-1 |


Neither the Trust nor the Sponsor has authorized anyone to provide you with any information other than that contained in this prospectus or any free writing prospectus prepared by or on behalf of the Trust. Neither the Trust nor the Sponsor takes any responsibility for, and can provide no assurance as to the reliability of, any information that others may give you. Neither the Trust nor the Sponsor 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 or any free writing prospectus is accurate as of any date other than the respective dates on the front of such documents. The Trust'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 Trust or the Sponsor, 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. The information contained in the section captioned "Business—Overview of the Hyperliquid Industry and Market" is based on information obtained from sources that the Sponsor believes are reliable. This prospectus summarizes certain documents and other information in a manner the Sponsor believes to be accurate. In making an investment decision, you must rely on your own examination of the Trust, the Hyperliquid industry, the operation of the HYPE market and the terms of the offering and the Shares, including the merits and risks involved. Although the Sponsor 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 contains "forward-looking statements" with respect to the Trust's financial conditions, results of operations, plans, objectives, future performance and business of Grayscale HYPE ETF (the "Trust"). 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. Investors are therefore cautioned against relying on forward-looking statements. All statements (other than statements of historical fact) included in 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 Trust's operations, Grayscale Investments Sponsors, LLC (the "Sponsor") plans and references to the Trust'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 Sponsor 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 "Risk Factors" in this prospectus. Whether or not actual results and developments will conform to the Sponsor's expectations and predictions, however, is subject to a number of risks and uncertainties, including:

- 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 extreme volatility of trading prices that many digital assets, including HYPE, 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, such as HYPE, which represent a new and rapidly evolving industry;
- the value of the Shares relating directly to the value of HYPE then held by the Trust, the value of which may be highly volatile and subject to fluctuations due to a number of factors;
- the risk that Staking may prove unattractive to validators, which could adversely affect the Hyperliquid Network.
- a temporary or permanent "fork" or a "clone", which could adversely affect the value of the Shares;
- the fact that the decentralized exchange that constitutes a significant volume of activity on the Hyperliquid Network offers perpetual futures contracts, which are subject to regulation in and might not legally be permitted to be offered, sold, or traded by most U.S. persons or from within the United States;
- 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;
- the lack of active trading markets for the Shares, which may result in losses on investors' investments at the time of disposition of Shares;
- the possibility that illiquid markets may exacerbate losses or increase the variability between the Trust's NAV and its market price;

- the possibility that there may be less liquidity or wider spreads in the market for the Shares as compared to the shares of other spot HYPE exchange-traded products, if and when the listing of such products has been approved;

- competition from the emergence or growth of other digital assets could have a negative impact on the price of HYPE and 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 is unable to engage Liquidity Providers;

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

- 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;

- a determination that HYPE or any other digital asset is or involves a transaction in a "security" may adversely affect the value of HYPE and the value of the Shares and result in potentially extraordinary, nonrecurring expenses to, or termination of, the Trust;

- changes in the policies of the U.S. Securities and Exchange Commission (the "SEC") that could adversely impact 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 Trust or the Sponsor could be subject to regulation as a money service business or money transmitter, which could result in extraordinary expenses to such Authorized Participant, the Trust or the Sponsor and also result in decreased liquidity for the Shares;

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

- potential conflicts of interest that may arise among the Sponsor or its affiliates and the Trust;

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

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

- the Trust's reliance on third-party service providers to perform certain functions essential to the affairs of the Trust and the challenges replacement of such service providers could pose to the safekeeping of the Trust's HYPE and to the operations of the Trust; and

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

- the lack of ability to participate in Staking (as defined herein) to the extent the Staking Condition (as defined herein) is not satisfied, which could have adverse consequences for the Trust;

- the risk of loss of HYPE from Staking, which could adversely affect the value of the Shares;

- the inaccessibility of staked HYPE tokens for a variable period of time, which could result in certain liquidity risks to the Trust;

- the Trust's dependence on third parties to effectively execute the Trust's Staking Arrangements (as defined herein);

- the uncertain regulatory landscape surrounding Staking;

- potential tax liabilities for beneficial owners of Shares without receiving corresponding distributions from the Trust in connection with Staking;

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 Sponsor 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 Trust's operations or the value of the Shares. Should one or more of these risks discussed in "Risk Factors" in this prospectus, 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 Sponsor's beliefs, estimates and opinions on the date the statements are made and neither the Trust nor the Sponsor 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.

## PROSPECTUS SUMMARY

*This summary highlights information contained elsewhere in this prospectus. This summary may not contain all of the information that you should consider before deciding to invest in the Shares. You should read this entire prospectus carefully, including the "Risk Factors" section and the consolidated financial statements and the notes to those statements, before making an investment decision about the Shares*.

### Grayscale HYPE ETF

### Trust Overview

Grayscale HYPE ETF (the "Trust") is a Delaware Statutory Trust that was formed on January 8, 2026, by the filing of the Certificate of Trust with the Delaware Secretary of State in accordance with the provisions of the Delaware Statutory Trust Act ("DSTA"). In connection with the effectiveness of this registration statement and the listing of the Shares on NASDAQ, the Sponsor intends to rename the Trust as Grayscale Hyperliquid Staking ETF by filing a Certificate of Amendment to the Certificate of Trust with the Delaware Secretary of State in accordance with the provisions of the DSTA. The Trust's purpose is to hold "HYPE", which are digital assets that are created and transmitted through the operations of the peer-to-peer Hyperliquid Network, a decentralized network of computers that operates on cryptographic protocols. The maximum supply of HYPE is one billion. Approximately 256 million HYPE were in the circulating supply as of March 31, 2026. As of March 31, 2026, the 24-hour trading volume of HYPE was approximately $232.7 million. As of March 31, 2026, the aggregate market value of HYPE was $9.4 billion. As of March 31, 2026, HYPE was the tenth largest digital asset by market capitalization, as tracked by CoinMarketCap.com.

As a passive investment vehicle, the Trust's investment objective is for the value of the Shares (based on HYPE per Share) to reflect the value of HYPE held by the Trust, including HYPE earned as Staking Consideration (to the extent that the Staking Condition is satisfied and Staking is implemented), determined by reference to the Index Price, less the Trust's expenses and other liabilities. The Trust does not seek to generate returns beyond tracking the price of HYPE and any HYPE earned as Staking Consideration (to the extent that the Staking Condition is satisfied and Staking is implemented). There can be no assurance that the Trust will be able to achieve its investment objective. The Trust will not utilize leverage, derivatives or any similar arrangements in seeking to meet its investment objective.

From and after the date of this prospectus, the Trust intends to issue Shares on an ongoing basis pursuant to this registration statement, 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 NASDAQ under the symbol "HYPG." The Shares will be distributed by authorized participants ("Authorized Participants") who will be able to take advantage of arbitrage opportunities to keep the value of the Shares closely linked to the Index Price (referred to as the "arbitrage mechanism"). In particular, upon listing on NASDAQ, the Sponsor 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 by the Authorized Participants to the public at varying prices to be determined by reference to, among other considerations, the price of the HYPE represented by each Share and the trading price of the Shares on NASDAQ at the time of each sale.

Grayscale Investments Sponsors, LLC ("GSIS"), a consolidated subsidiary of Digital Currency Group, Inc. ("DCG"), is the Sponsor of the Trust. CSC Delaware Trust Company is the trustee (the "Trustee") of the Trust, The Bank of New York Mellon is the transfer agent (in such capacity, the "Transfer Agent") and the administrator (in such capacity, the "Administrator") and Anchorage Digital Bank N.A. is the custodian (the "Custodian") of the Trust.

Grayscale Investments, Inc. ("Grayscale Investments"), a Delaware corporation, is the sole managing member of Grayscale Operating, LLC ("GSO"), a Delaware limited liability company, which is the sole member of the Sponsor, and each of Grayscale Investments, GSO and GSIS are consolidated subsidiaries of DCG. Grayscale Investments has a board of directors (the "Board") that is responsible for managing and directing the affairs of the Sponsor. See "Key Personnel of the Sponsor."

The Trust 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 from time to time. Baskets are offered in exchange for HYPE. Through its redemption program, the Trust will redeem Shares from Authorized Participants on an ongoing basis.

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 Basket Amount, which is the amount of HYPE required to create or redeem a Basket of Shares, multiplied by the "Index Price," which is the U.S. dollar value of a HYPE derived from the Digital Asset Trading Platforms that are reflected in the CoinDesk Hyperliquid Benchmark Extended Rate (the "Index") at 4:00 p.m., New York time, on each business day. The Index Price is calculated using non-GAAP methodology and is not used to calculate Principal Market NAV in the Trust's financial statements. See "Business—Overview of the Hyperliquid Industry and Market—The Index and the Index Price."

The Basket Amount on any trade date is determined by dividing (x) the amount of HYPE owned by the Trust at 4:00 p.m., New York time, on such trade date, after deducting the amount of HYPE representing the U.S. dollar value of accrued but unpaid fees and expenses of the Trust (converted using the Index Price at such time, and carried to the eighth decimal place), by (y) the number of Shares outstanding at such time (with the quotient so obtained calculated to one one-hundred-millionth of one HYPE (i.e., carried to the eighth decimal place)), and multiplying such quotient by 10,000.

The Trust creates Baskets of Shares only upon receipt of HYPE and will redeem Shares only by distributing HYPE or proceeds from the disposition of HYPE. Authorized Participants may submit orders to create or redeem Shares under one of two procedures, which are referred to as "In-Kind Orders" and "Cash Orders" in this prospectus. In connection with In-Kind Orders, Authorized Participants, or their AP Designees, deposit HYPE directly with the Trust or receive HYPE directly from the Trust. 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, which is not applicable to In-Kind Orders, and thus will result in different execution prices for Cash Orders versus In-Kind Orders.

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

Some of the notable features of the Trust and its Shares include the holding of HYPE in the Trust's own accounts, the experience of the Sponsor's management team in the Hyperliquid industry and the use of the Custodian to protect the Trust's private keys. See "Business—Activities of the Trust."

The Sponsor maintains an internet website at etfs.grayscale.com/hypg, through which the Trust'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"), will be made available free of charge after they have been filed with or furnished to the Securities and Exchange Commission (the "SEC") in each case following the effective date of the registration statement of which this prospectus forms a part. Additional information regarding the Trust 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 or any other reports or documents we file with or furnish to the SEC. Further, our references to the URLs for these websites are intended to be inactive textual references only.

**Trust Objective and Determination of Principal Market NAV and NAV**

The Trust's investment objective is for the value of the Shares (based on HYPE per Share) to reflect the value of HYPE held by the Trust, including HYPE earned as Staking Consideration (to the extent that the Staking Condition is satisfied and Staking is implemented), determined by reference to the Index Price, less the Trust's expenses and other liabilities. There can be no assurance that the Trust will be able to achieve its investment objective.

While an investment in the Shares is not a direct investment in HYPE, the Shares are designed to provide investors with a cost-effective and convenient way to gain investment exposure to HYPE. A substantial direct investment in HYPE may require expensive and sometimes complicated arrangements in connection with the acquisition, security and safekeeping of the HYPE and may involve the payment of substantial fees to acquire such HYPE from third-party facilitators through cash payments of U.S. dollars. Because the value of the Shares is designed to be correlated with the value of HYPE held by the Trust, it is important to understand the investment attributes of, and the market for, HYPE.

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

The Trust uses the Index Price to calculate its "NAV," a non-GAAP metric, which is the aggregate value, expressed in U.S. dollars, of the Trust's assets (other than U.S. dollars or other fiat currency), less the U.S. dollar value of the Trust's expenses and other liabilities calculated in the manner set forth under "Business —Valuation of HYPE and Determination of NAV." "NAV per Share" is calculated by dividing NAV by the number of Shares then outstanding.

NAV and NAV per Share are not measures calculated in accordance with U.S. GAAP. NAV is not intended to be a substitute for the Trust's Principal Market NAV calculated in accordance with U.S. GAAP, and NAV per Share is not intended to be a substitute for the Trust's Principal Market NAV per Share calculated in accordance with U.S. GAAP.

**Staking**

The Trust Agreement provides that the Trust may engage in Staking, but only if (and, then, only to the extent that) the Staking Condition has been satisfied. Subject to the Staking Condition being satisfied and subject to compliance with any additional requirements that may arise in connection with satisfaction of the Staking Condition, in the future the Sponsor may cause the Trust to stake a portion of its HYPE holdings on the proof-of-stake validation mechanism of the Hyperliquid Network to receive Staking Consideration comprising additional HYPE.

As of the date of this prospectus, the Staking Condition has not been met for the Trust, and there can be no assurance as to whether or when the Staking Condition will be met for the Trust in the future. As a result, the Trust currently is prohibited from engaging in Staking, and there can be no assurance that the Trust will be permitted to engage in Staking in the future. See "Risk Factors—Risk Factors Related to Staking—The Trust will not be permitted to engage in Staking unless (and, then, only to the extent that) the Staking Condition is satisfied in addition to the Trust satisfying any additional requirements that may arise in connection with the satisfaction of the Staking Condition, which could negatively affect the value of the Shares."

The Sponsor may decide in its sole discretion not to pursue satisfaction of the Staking Condition, and there can be no assurance that the Sponsor will cause the Trust to engage in Staking.

See "Business—Overview of the Trust and the Shares—Staking" for a detailed description of the Trust's proposed Staking Arrangements.

**Hyperliquid History**

HYPE is a digital asset that is created and transmitted through the operations of the peer-to-peer Hyperliquid Network, a network of computers that operates on cryptographic protocols. The Hyperliquid Network allows people to exchange tokens of value, called HYPE, which are recorded on a public transaction ledger known as a blockchain.

HYPE can be used to pay for goods and services, including computational power on the Hyperliquid Network, or it can be converted to fiat currencies, such as the U.S. dollar, at rates determined on Digital Asset Trading Platforms or in individual end-user-to-end-user transactions under a barter system. The Hyperliquid Network was primarily designed to optimize decentralized trading activity. The HyperCore component of the Hyperliquid Network includes fully on-chain perpetual futures and spot order books. Unlike other decentralized exchanges that rely on automated market makers where users trade against liquidity pools, users of the Hyperliquid Network place orders at desired prices and the protocol matches compatible orders based on price-time priority. This structure was designed to have less liquidity fragmentation and lower slippage than other decentralized exchanges. Furthermore, the HyperEVM component of the Hyperliquid Network was designed to allow users to write and implement smart contracts—that is, general-purpose code that executes on every computer in the network and can instruct the transmission of information and value based on a sophisticated set of logical conditions. Using smart contracts, users can create markets, store registries of debts or promises, represent the ownership of property, move funds in accordance with conditional instructions and create digital assets other than HYPE on the Hyperliquid Network. Smart contract operations are executed on the Hyperliquid Network in exchange for payment of HYPE. The Hyperliquid Network is one of a number of projects intended to expand blockchain use beyond just a peer-to-peer money system.

The price of HYPE on public Digital Asset Trading Platforms has a limited history, and during this history, HYPE 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 is designed to limit exposure to the interruption of individual Digital Asset Trading Platforms, the Index Price, and the price of HYPE generally, remain subject to volatility experienced by Digital Asset Trading Platforms, and such volatility could adversely affect the value of the Shares. For example, during the twelve months ended March 31, 2026, the Index Price ranged from $10.63 to $58.60, with the straight average being $34.77. See "Business—Overview of the Hyperliquid Industry and Market—Historical HYPE Prices."

Several U.S. regulators, including the Financial Crimes Enforcement Network of the U.S. Department of the Treasury ("FinCEN"), the SEC, the Commodity Futures Trading Commission (the "CFTC"), the U.S. Internal Revenue Service ("IRS"), 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 HYPE and other digital assets. However, the treatment of HYPE and other digital assets is often uncertain or contradictory. The regulatory uncertainty surrounding the treatment of HYPE creates risks for the Trust and its Shares. See "Risk Factors—Risk Factors Related to the Regulation of Digital Assets, the Trust and the Shares."

**Recent Developments**

On May 4, 2026, Grayscale Investments, as sole managing member of Grayscale Operating, LLC, the sole member of the Sponsor, appointed Peter Mintzberg, Edward McGee and Craig Salm to act as a Board of Managers to direct the affairs of the Sponsor, effectively performing the functions that a board of directors would customarily perform. Grayscale Investments, as sole managing member of Grayscale Operating, LLC, the sole member of the Sponsor, controls the appointment and removal of members of the Board of Managers of the Sponsor. While the board of Grayscale Investments retains overall oversight of Grayscale Investments and its subsidiaries as a whole, including the Sponsor. Mr. Mintzberg, Mr. McGee, and Mr. Salm are granted authority to manage the day-to-day affairs of the Sponsor under the amended and restated limited liability company agreement of the Sponsor.

**Summary Risk Factors**

Before you invest in the Shares, you should carefully consider all the information in this prospectus, including matters set forth under the heading "Risk Factors." Some of the more significant challenges and risks relating to an investment in the Shares include those associated with the following:

- Extreme volatility of trading prices that many digital assets, including HYPE, have experienced in recent periods and may continue to experience, could have a material adverse effect on the value of the Shares and the Shares could lose all or substantially all of their value;

- The medium-to-long term value of the Shares is subject to a number of factors relating to the capabilities and development of blockchain technologies and to the fundamental investment characteristics of digital assets;

- The value of the Shares is dependent on the acceptance of digital assets, such as HYPE, which represent a new and rapidly evolving industry;
- Digital assets may have concentrated ownership and large sales or distributions by holders of such digital assets could have an adverse effect on the market price of such digital assets;
- Recent developments in the digital asset economy 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 fact that the decentralized exchange that constitutes a significant volume of activity on the Hyperliquid Network offers perpetual futures contracts, which are subject to regulation and might not legally be permitted to be offered, sold, or traded by most U.S. persons or from within the United States;
- The largely unregulated nature and lack of transparency surrounding the operations of Digital Asset Trading Platforms may adversely affect the value of digital assets and, consequently, the value of the Shares;
- The value of the Shares relates directly to the value of HYPE held by the Trust, the value of which may be highly volatile and subject to fluctuations;
- The Shares may trade at a price that is at, above or below the Trust's NAV per Share as a result of the non-concurrent trading hours between NASDAQ and the Digital Asset Trading Platform Market;
- Shareholders may suffer a loss on their investment if the Shares trade above or below the Trust's NAV per Share;
- Staking may prove unattractive to validators, which could adversely affect the Hyperliquid Network.
- A temporary or permanent "fork" or a "clone" could adversely affect the value of the Shares;
- The lack of active trading markets for the Shares may result in losses on investors' investments at the time of disposition of Shares;
- Possible illiquid markets may exacerbate losses or increase the variability between the Trust's NAV and its market price;
- The possibility that there may be less liquidity or wider spreads in the market for the Shares as compared to the shares of other spot HYPE exchange-traded products, if and when the listing of such products has been approved;
- The limited history of the Index;
- Competition from the emergence or growth of other digital assets could have a negative impact on the price of HYPE and 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 is unable to engage Liquidity Providers;
- Any suspension or other unavailability of the Trust's redemption program may cause the Shares to trade at a discount to the NAV per Share;
- A determination that HYPE or any other digital asset is or involves a transaction in a "security" may adversely affect the value of HYPE and the value of the Shares, and result in potentially extraordinary, nonrecurring expenses to, or termination of, the Trust;

- Regulatory changes or actions by the U.S. Congress or any U.S. federal or state agencies may affect the value of the Shares or restrict the use of HYPE, validating activity or the operation of the Hyperliquid Network or the Digital Asset Markets in a manner that adversely affects the value of the Shares;
- Changes in the policies of the SEC could adversely impact the value of the Shares;
- Regulatory changes or other events in foreign jurisdictions may affect the value of the Shares or restrict the use of one or more digital assets, 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;
- An Authorized Participant, the Trust or the Sponsor could be subject to regulation as a money service business or money transmitter, which could result in extraordinary expenses to the Authorized Participant, the Trust or the Sponsor and also result in decreased liquidity for the Shares;
- Regulatory changes or interpretations could obligate the Trust or the Sponsor to register and comply with new regulations, resulting in potentially extraordinary, nonrecurring expenses to the Trust;
- Conflicts of interest may arise among the Sponsor or its affiliates and the Trust;
- The Sponsor's services may be discontinued, which could be detrimental to the Trust;
- The limited ability to facilitate in-kind creations and redemptions of Shares could have adverse consequences for the Trust;
- If the Custodian resigns or is removed by the Sponsor, or otherwise, without replacement, it could trigger early termination of the Trust;
- Validators may suffer losses due to Staking, or Staking may prove unattractive to validators, which could adversely affect the Hyperliquid Network;
- To the extent the Staking Condition is not satisfied, the lack of ability to participate in Staking could have adverse consequences for the Trust;
- Staking introduces a risk of loss of HYPE, which could adversely affect the value of the Shares;
- Staked HYPE tokens will be inaccessible for a variable period of time, determined by a range of factors, which could result in certain liquidity risk to the Trust;
- The Trust will be dependent on third parties to effectively execute the Trust's Staking Arrangements;
- The regulatory landscape surrounding Staking is uncertain;
- Beneficial owners of Shares could incur tax liabilities without receiving corresponding distributions from the Trust;
- The Trust relies on third-party service providers to perform certain functions essential to the affairs of the Trust and the replacement of such service providers could pose a challenge to the safekeeping of the Trust's HYPE and to the operations of the Trust; and
- There is no guarantee that an active trading market for the Shares will develop.

**Emerging Growth Company Status**

The Trust is an "emerging growth company" as defined in the Jumpstart Our Business Startups Act (the "JOBS Act"). For as long as the Trust 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 Trust will cease to be an emerging growth company upon the earliest of:

- the last day of the fiscal year in which the Trust has $1.235 billion or more in annual revenues;
- the date on which the Trust becomes a "large accelerated filer" under Rule 12b-2 promulgated under the Exchange Act;
- the date on which the Trust 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 Trust'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 of 1933, as amended (the "Securities Act") for complying with new or revised accounting standards. In other words, an emerging growth company can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies; however, the Trust is choosing to "opt out" of such extended transition period, and as a result, the Trust will comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for non-emerging growth companies. Section 107 of the JOBS Act provides that the Trust's decision to opt out of the extended transition period for complying with new or revised accounting standards is irrevocable.

**Corporate Information**

The offices of the Trust and the Sponsor are located at 290 Harbor Drive, 4th Floor, Stamford, Connecticut 06902 and the Trust's telephone number is (212) 668-1427. The Trustee has a trust office at 2711 Centerville Road, Wilmington, Delaware 19808. The Custodian's office is located at 101 South Reid Street, Suite 329, Sioux Falls, SD 57103. The Transfer Agent's office is located at 240 Greenwich Street, New York, NY 10286. Our internet site is etfs.grayscale.com/hypg. Our website and the information contained therein or connected thereto is not incorporated into this prospectus or the registration statement of which it forms a part.

**THE OFFERING**

| | |
|---|---|
| Shares Offered by the Trust | Shares representing units of fractional undivided beneficial interest in, and ownership of, the Trust. |
| Use of Proceeds | Proceeds received by the Trust from the issuance and sale of Baskets will consist of HYPE deposited with the Trust in connection with creations. Such HYPE will only be (i) owned by the Trust, (ii) transferred (or converted to U.S. dollars, if necessary) to pay the Trust's expenses, (iii) distributed or otherwise disposed of in connection with the redemption of Baskets, (iv) liquidated in the event that the Trust terminates or as otherwise required by law or regulation or (v) used in Staking, only if (and, then, only to the extent that) the Staking Condition relating to the qualification of the Trust as a grantor trust for U.S. federal income tax purposes is satisfied and subject to compliance with any additional requirements that may arise in connection with satisfaction of the Staking Condition. |
| Proposed NASDAQ symbol | HYPG |
| CUSIP | 389936105 |
| Index Price | The Index Price is the price of a HYPE at 4:00 p.m., New York time, calculated based on the price and trading volume data of the Digital Asset Trading Platforms included in the Index over the preceding 24-hour period. The Index Price is calculated using non-GAAP methodology and is not used to calculate Principal Market NAV in the Trust's financial statements.<br><br>The Index is a U.S. dollar-denominated composite reference rate for the price of HYPE. The Index is designed to (1) mitigate the effects of fraud, manipulation and other anomalous trading activity from impacting the HYPE reference rate, (2) provide a real-time, volume-weighted fair value of HYPE and (3) appropriately handle and adjust for non-market related events. The Index Provider formally re-evaluates the weighting algorithm quarterly, but maintains discretion to change the way in which an Index Price is calculated based on its periodic review or in extreme circumstances. The exact methodology to calculate the Index Price is not publicly available. Still, the Index is designed to limit exposure to trading or price distortion of any individual Digital Asset Trading Platform that experiences periods of unusual activity or limited liquidity by discounting, in real-time, anomalous price movements at individual Digital Asset Trading Platforms. The Digital Asset Trading Platforms that are included in the Index are selected by the Index Provider utilizing a methodology that is guided by the International Organization of Securities Commissions ("IOSCO") principles for financial benchmarks. For an exchange to become a Constituent Trading Platform (as defined herein), it must satisfy the Inclusion Criteria described in this prospectus, as may be updated by the Index Provider from time to time. See "Risk Factors—Risk Factors Related to the Digital Asset Markets—The Index Price used to calculate the value of the Trust's HYPE may be volatile, and purchasing and selling activity in the Digital Asset Markets associated with Basket creations and |

redemptions may affect the Index Price and Share trading prices, adversely affecting the value of the Shares."

Index price data and the description of the Index are based on information publicly available at the Index Provider's website at www.coindesk.com/indices/. None of the information on the Index Provider's website is incorporated by reference into this prospectus. The Sponsor does not employ index oversight procedures independent of the procedures employed by the Index Provider.

The Index Provider may change the trading venues that are used to calculate the Index Price or otherwise change the way in which the Index Price is calculated at any time. If the Index Price becomes unavailable, or if the Sponsor determines in good faith that the Index Price does not reflect an accurate HYPE price, then the Sponsor will, on a best efforts basis, contact the Index Provider to obtain the Index Price directly from the Index Provider. If after such contact the Index Price remains unavailable or the Sponsor continues to believe in good faith that the Index Price does not reflect an accurate HYPE price, then the Sponsor will employ a cascading set of rules to determine the Index Price, as described in "Business—Overview of the Hyperliquid Industry and Market—The Index and the Index Price."

The Sponsor 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 described above, or change such cascading set of rules at any time. The Sponsor will provide notice of any such changes in the Trust's periodic or current reports and, if the Sponsor 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*

On each online Digital Asset Trading Platform, HYPE is 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 U.S. Dollar Coin ("USDC") or Tether ("USDT").

Over-the-counter dealers or market makers do not typically disclose their trade data.

As of March 31, 2026, the Digital Asset Trading Platforms included in the Index were Binance.US, Bitget, Bitfinex, Bitstamp by Robinhood, Bybit, CEX.io, GATE, Gemini, Kraken and OKX. The Sponsor and the Trust reasonably believe each of these Digital Asset Trading Platforms are in material compliance with applicable licensing requirements based on the inclusion criteria and jurisdiction, as detailed below, and maintain practices and policies designed to comply with anti-money laundering ("AML") and know-your-customer ("KYC") regulations.

*Binance.US:* A U.S.-based exchange registered as an money service businesses ("MSBs") with FinCEN and licensed as money transmitter in various U.S. states. Binance. US does not hold a BitLicense.

*Bitget:* A Singapore based trading platform. Bitget does not hold any licenses or registrations in the U.S. and is not available to U.S.-based customers.

*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.

*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.

*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.

*CEX.io*: A U.K.-based trading platform. CEX.io does not hold any licenses or registrations in the U.S. and is not available to U.S. based customers.

*Gate*: A Cayman Islands-based trading platform. Gate does not hold any licenses or registrations in the U.S. and is not available to U.S. based customers.

*Gemini*: A U.S.-based trading platform registered as an MSB with FinCEN and licensed as 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 NY Banking Law.

*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.

*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.

Currently, there are several Digital Asset Trading Platforms operating worldwide, and online Digital Asset Trading Platforms represent a substantial percentage of HYPE buying and selling activity and provide the most data with respect to prevailing valuations of HYPE. These trading platforms include established trading platforms such as the Digital Asset Trading Platforms included in the Index which provide a number of options for buying and selling HYPE. The below tables reflect the trading volume in HYPE and market share of the HYPE-U.S. dollar, HYPE-USDC and HYPE-USDT trading pairs of each of the Digital Asset Trading Platforms included in the Index as of March 31, 2026 (collectively, "Constituent Trading Platforms"), using data since January 1, 2025.

| Digital Asset Trading Platforms included in the Index as of March 31, 2026[1] | Volume (HYPE) | Market Share[2] |
|---|---|---|
| Kraken | 12,905,620 | 39.46% |
| Bitstamp by Robinhood | 4,054,788 | 12.40% |
| Gemini | 247,351 | 0.76% |
| OKX | 172,195 | 0.53% |
| **Total HYPE-U.S. dollar trading pair** | **17,379,954** | **53.15%** |

| Digital Asset Trading Platforms included in the Index as of March 31, 2026[1] | Volume (HYPE) | Market Share[2] |
|---|---|---|
| Gemini | 233,450 | 19.18% |
| **Total HYPE-USDC trading pair** | **233,450** | **19.18%** |

| Digital Asset Trading Platforms included in the Index as of March 31, 2026[1] | Volume (HYPE) | Market Share[2] |
|---|---|---|
| Bybit | 380,450,211 | 29.22% |
| Bitget | 218,427,213 | 16.78% |
| GATE | 201,631,000 | 15.49% |
| OKX | 74,932,436 | 5.76% |
| Binance.US | 548,379 | 0.04% |
| Bitfinex | 65,454 | 0.01% |
| CEX.io | 80,002 | 0.01% |
| **Total HYPE-USDT trading pair** | **876,134,695** | **67.31%** |

(1) The Digital Asset Trading Platforms initially expected to be included in the Index are Binance.US, Bitget, Bitfinex, Bitstamp by Robinhood, Bybit, CEX.io, Gate, Gemini, Kraken and OKX.

(2) Market share is calculated using trading volume data (in HYPE) for certain Digital Asset Trading Platforms, including Binance.US, Bitget, Bitfinex, Bitstamp by Robinhood, Bybit, CEX.io, Gate, Gemini, Kraken and OKX, as well as certain other large U.S.-dollar denominated Digital Asset Trading Platforms that are not included in the Index, including Coinbase, Kucoin, Lbank and MEXC. Information regarding each Digital Asset Trading Platform may be found 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.

| | |
|---|---|
| Creation and Redemption | The Trust creates and redeems Shares from time to time, but only in one or more whole Baskets of 10,000 Shares each, but may be subject to change. The Trust is permitted to create or redeem Shares pursuant to In-Kind Orders and Cash Orders. In an In-Kind Order, a Basket is made in exchange for delivery to the Trust or the distribution by the Trust of HYPE in an amount equal to the amount represented by the Basket being created or redeemed, as the case may be, determined as of 4:00 p.m., New York time, on the day the order to create or redeem Baskets is properly received. In a Cash Order, a Basket is made in exchange for delivery to the Trust or the distribution by the Trust of an amount of cash, equivalent to the amount of HYPE represented by the Basket being created or redeemed, as the case may be, the amount of which is representative of the combined NAV of the number of Shares included in the Baskets being created or redeemed determined as of 4:00 p.m., New York time, on the day the order to create or redeem Baskets is properly received. Except when aggregated in Baskets or under extraordinary circumstances permitted under the Trust Agreement, the Shares are not individually redeemable securities.<br><br>The Trust issues and redeems Shares on an ongoing basis, but only in one or more whole Baskets of 10,000 Shares each. The creation and redemption of Baskets requires the delivery to or acquisition by the Trust, or the distribution or disposition by the Trust, of the amount of HYPE represented by the Baskets being created or redeemed, the number 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 amount of HYPE 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 of the Trust's HYPE to pay the Sponsor's Fee and the delivery or sale of the Trust's HYPE to pay any Trust expenses not assumed by the Sponsor. See "Description of Creation and Redemption of Shares" in this prospectus.<br><br>Although the Trust creates Baskets only upon the receipt of HYPE, and redeems Baskets only by distributing HYPE or proceeds from the disposition of HYPE, an Authorized Participant may choose to 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 HYPE in connection with such orders. Transfers of HYPE between the Trust's Accounts and the Liquidity Provider in connection with Cash Orders are "on-chain" transactions represented on the Blockchain. The Liquidity Provider will pay any transfer fees associated with such on-chain transfers of HYPE into the Trust, while the Custodian will pay transfer fees for on-chain transfers of HYPE within the Trust or out of the Trust. Neither the Custodian nor the Liquidity Provider will pay such transfer fees with the Trust's assets. The Sponsor 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. The redemption of Shares pursuant to Cash Orders will only take place if approved by the Sponsor in writing, in its sole discretion and on a case-by-case basis.<br><br>The Trust may also create and redeem Baskets via In-Kind Orders, pursuant to which an Authorized Participant or its AP Designee would deposit HYPE directly with the Trust or receive HYPE directly from the Trust. See "Description of Creation and Redemption of Shares."<br><br>The Sponsor has engaged certain unaffiliated Liquidity Providers, and intends to engage additional Liquidity Providers who are unaffiliated with the Trust in the future. |
| Net Asset Value | The net asset value of the Trust determined on a U.S. GAAP basis is referred to in this prospectus as "Principal Market NAV." The Sponsor also calculates Principal Market NAV per Share in accordance with U.S. GAAP. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Selected Operating Data" for additional information reconciling the Trust's NAV and NAV per Share presented against the U.S. GAAP metrics presented in our financial statements included hereto. |
| The Trust's NAV | The Trust's NAV is the aggregate value, expressed in U.S. dollars, of the Trust's assets (other than U.S. dollars or other fiat currency), less the U.S. dollar value of the Trust's expenses and other liabilities calculated in the manner set forth under "Business—Overview of the Hyperliquid Industry and Market."<br><br>The Sponsor also calculates the NAV per Share, which equals the NAV of the Trust divided by the number of Shares then outstanding. The Sponsor will publish 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 Trust's website at etfs.grayscale.com/hypg. 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 "Business—Valuation of HYPE and Determination of NAV" for a more detailed description of how the Trust's NAV and NAV per Share are calculated. |
| Staking | The Trust Agreement provides that the Trust may engage in Staking, but only if (and, then, only to the extent that) the Staking Condition has been satisfied. Subject to the Staking Condition being satisfied and subject to compliance with any additional requirements that may arise in connection with satisfaction of the Staking Condition, in the future, the Sponsor may cause the Trust to engage in Staking as described herein, in connection with the commencement of the offering of the Shares pursuant to the registration statement of which this prospectus forms a part. The Sponsor may in the future modify the form of Staking in which the Trust engages, but only if (and, then, only to the extent that) the Staking Condition has been satisfied with respect to any such modified form of Staking, and subject to compliance with any additional requirements that may arise in |

connection with satisfaction of the Staking Condition with respect thereto. Although the Sponsor does not currently anticipate modifying the form of Staking, the Sponsor expects that, if any such modification were made, it would result from technical changes to the Hyperliquid Network protocol or the surrounding infrastructure or ecosystem, and would not represent a change in the investment strategy of the Trust.

If the Staking Condition is satisfied, the Sponsor anticipates that the Trust would enter into Staking Arrangements with the Custodian to stake the Trust's HYPE to one or more Staking Providers through Provider-Facilitated Staking. Under the Staking Arrangements, the Trust would be permitted to accept only Staking Consideration received in the form of HYPE, and would not be permitted to accept any Other Staking Consideration in the form of other digital assets. Furthermore, the Staking Arrangements also require that a Staking Provider meet certain requirements in order to be selected to participate in Provider-Facilitated Staking. The Staking Provider would be the node operator and would be obligated to operate the validator through which the Trust's HYPE would be staked to ensure that validation occurs. The Trust's HYPE would be staked from the Trust's wallets administered by the Custodian, and the Staking Provider would perform any related validation activities. The Trust would retain control of its staked HYPE because the Hyperliquid Network does not permit the Staking Provider to transfer staked HYPE to any wallet other than as designated by the Sponsor. Because the Trust's staked HYPE cannot, pursuant to the Hyperliquid Network protocol, be transferred other than as directed by the Sponsor, the Trust's HYPE would not be deemed commingled with the HYPE of any other HYPE holder in connection with Staking, such as the Staking Provider or others who stake to the Staking Provider, even if the Staking Provider is in receipt of other HYPE holders' validation rights. The Trust would not itself undertake any validation activities, and the Sponsor would not be required to perform any services. If the Trust engages in Staking, the Sponsor will seek to stake as much of the Trust's HYPE as is practicable (i.e., up to 100%) at all times, except as needed as further described herein. The Trust's HYPE would be un-staked (or not staked in the first instance) only under certain circumstances described in the Trust Agreement and under "Description of the Shares—Staking." The Staking Arrangements are expected to generally be on market terms, consistent with those typically offered by leading digital asset firms that offer staking functionality. However, the Trust has and will continue to negotiate certain provisions as necessary or helpful to preserve the Trust's status as a grantor trust and the security of the Trust's HYPE, as well as to address governmental, policy or regulatory concerns. Staking introduces the risk of loss of HYPE and requires dependency on third parties to effectively execute the Trust's Staking Arrangements.

See "Description of the Shares—Staking" and "Risk Factors—Risk Factors Related to Staking" for more information.

Capitalized terms used but not defined in this subsection have the meanings given to such terms under "Glossary of Defined Terms."

| | |
|---|---|
| Incidental Rights and IR Virtual Currency..... | Other than receiving and distributing cash from the Cash Account in connection with the creation and redemption of Baskets as described under "Description of Creation and Redemption of Shares" and receiving and distributing cash in connection with the distribution of proceeds from the sale of Staking Consideration as described under "Business—Overview of the Trust and the Shares—Staking", the Trust will not hold cash, and will not engage a cash custodian. The Trust may from time to time be entitled to come into possession of rights incident to its ownership of HYPE, which permit the Trust to acquire, or otherwise establish dominion and control over, other virtual currencies. These rights are generally expected to arise in connection with forks in the Blockchain, airdrops offered to holders of HYPE or other similar events and arise without any action of the Trust or of the Sponsor or Trustee on behalf of the Trust. We refer to these rights as "Incidental Rights" and any such virtual currency acquired through Incidental Rights as "IR Virtual Currency."<br><br>With respect to any fork, airdrop or similar event, the Sponsor will cause the Trust to irrevocably abandon the Incidental Rights or IR Virtual Currency. In the event the Trust seeks to change this position, an application would need to be filed with the SEC by NASDAQ seeking approval to amend its listing rules to permit the Trust to distribute the Incidental Rights or IR Virtual Currency in-kind to an agent of the shareholders for resale by such agent. Because the Trust will abandon any Incidental Rights and IR Virtual Currency, the Trust would not receive any direct or indirect consideration for the Incidental Rights or IR Virtual Currency and thus the value of the Shares will not reflect the value of the Incidental Rights or IR Virtual Currency. See "Business—Incidental Rights and IR Virtual Currency." |
| Trust Expenses..... | The Trust's only ordinary recurring expense is expected to be the "Sponsor's Fee." The Sponsor's Fee will accrue daily in U.S. dollars at an annual rate of % of the NAV Fee Basis Amount of the Trust 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 Sponsor'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 HYPE by reference to the same Index Price used to determine such accrual. The Sponsor's Fee is payable in HYPE to the Sponsor daily in arrears.<br><br>To cause the Trust to pay the Sponsor's Fee, the Sponsor will instruct the Custodian to transfer the amount of HYPE equal to the accrued but unpaid Sponsor's Fee to the Sponsor's account at such times as the Sponsor determines in its absolute discretion.<br><br>The Sponsor, from time to time, may temporarily waive all or a portion of the Sponsor's Fee in its sole discretion. Presently, the Sponsor does not intend to waive any of the Sponsor's Fee and there are no circumstances under which the Sponsor has determined it will definitely waive the fee. |

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

As partial consideration for its receipt of the Sponsor's Fee, the Sponsor is obligated under the Trust Agreement to assume and pay all fees and other expenses incurred by the Trust 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 Trust, (iv) the Transfer Agent Fee, (v) the Trustee 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 Trust's website and (xii) applicable license fees (each, a "Sponsor-paid Expense" and collectively, the "Sponsor-paid Expenses"), *provided* that any expense that qualifies as an Additional Trust Expense will be deemed to be an Additional Trust Expense and not a Sponsor-paid Expense.

The Trust may incur certain extraordinary, nonrecurring expenses that are not Sponsor-paid Expenses, including, but not limited to, taxes and governmental charges, expenses and costs of any extraordinary services performed by the Sponsor (or any other service provider) on behalf of the Trust to protect the Trust or the interests of shareholders, any indemnification of the Custodian or other agents, service providers or counterparties of the Trust, 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 Trust Expenses").

In such circumstances, the Sponsor or its delegates may either (x) cause the Trust (or its delegate) to convert HYPE in such quantity as may be necessary to permit payment of such Additional Trust Expenses into U.S. dollars or other fiat currencies at the Actual Exchange Rate or (y) when the Sponsor incurs such expenses on behalf of the Trust, cause the Trust (or its delegate) to deliver such HYPE in kind to the Sponsor in satisfaction of such Additional Trust Expenses.

Although the Sponsor is obligated to use its commercially reasonable efforts to obtain the highest price when engaging other parties to assist with the sale of the Trust's HYPE to raise proceeds for any Additional Trust Expenses, the Sponsor will have some discretion in arranging for the sale of the Trust's HYPE, and may engage one or more of its affiliates to assist with any such sale. The Sponsor and its respective directors, officers, employees, affiliates, and/or parties engaged to assist with the sale of the Trust's HYPE may trade in the HYPE, 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 Trust and may compete with the Trust for positions in the marketplace. For example, sales of the Trust's HYPE for the satisfaction of any Additional Trust Expenses may create conflicts of interest on behalf of one or more such parties in respect of their obligation to the Trust. The Sponsor 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 "Risk Factors—Risk Factors Related to Potential Conflicts of Interest—Potential conflicts of interest may arise among the Sponsor or its affiliates and the Trust. The Sponsor and its affiliates have no fiduciary duties to the Trust and its shareholders other than as provided in the Trust Agreement, which may permit them to favor their own interests to the detriment of the Trust and its shareholders."

In order to raise proceeds to pay for any Additional Trust Expenses, the Sponsor would execute the sale of HYPE 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 Sponsor 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 Trust is not responsible for paying any costs associated with the transfer of HYPE to the Sponsor in connection with the payment of the Sponsor's Fee or the sale of HYPE in connection with the payment of any Additional Trust Expenses. The amount of HYPE represented by a Share will decline each time the Trust pays the Sponsor's Fee or any Additional Trust Expenses by transferring or selling HYPE. See "Business—Expenses; Sales of HYPE."

The quantity of HYPE to be delivered to the Sponsor or other relevant payee in payment of the Sponsor's Fee or any Additional Trust Expenses, or sold to permit payment of Additional Trust Expenses, will vary from time to time depending on the level of the Trust's expenses and the value of HYPE held by the Trust. See "Business— Expenses; Sales of HYPE." Assuming that the Trust is a grantor trust for U.S. federal income tax purposes, each delivery or sale of HYPE by the Trust for the payment of expenses will be a taxable event to shareholders. See "Material U.S. Federal Income Tax Consequences—Tax Consequences to U.S. Holders."

| | |
|---|---|
| Voting Rights | The shareholders take no part in the management or control of the Trust. Under the Trust Agreement, shareholders have limited voting rights. For example, in the event that the Sponsor withdraws, a majority of the shareholders may elect and appoint a successor sponsor to carry out the affairs of the Trust. The Sponsor is also permitted to make certain restatements, amendments or supplements to the Trust Agreement that would materially adversely affect the interests of the shareholders as determined by the Sponsor in its sole discretion with a 20-day notice to shareholders. Additionally, the Sponsor is permitted to make certain restatements, amendments or supplements to the Trust Agreement that could adversely affect the status of the Trust as a grantor trust for U.S. federal income tax purposes, but only if certain conditions set forth in the amendments relating to the qualification of the Trust as a grantor trust for U.S. federal income tax purposes are satisfied. Furthermore, subject to certain limitations, the Sponsor may make any other amendments to the Trust Agreement which do not materially adversely affect the interests of the shareholders in its sole discretion without shareholder consent. See "Description of the Shares." |
| Termination Events | Upon dissolution of the Trust and surrender of Shares by the shareholders, shareholders will receive a distribution in U.S. dollars after the Sponsor has sold the Trust's HYPE, if applicable, and has paid or made provision for the Trust's claims and obligations. See "Business—Description of the Trust Agreement—Termination of the Trust." The Sponsor currently expects to execute the sales of any HYPE in connection with the termination of the Trust through eligible financial institutions that are subject to federal and state licensing requirements and practices regarding Bank Secrecy Act and AML and KYC 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, (ii) have entered into a Participant Agreement with the Sponsor and the Transfer Agent, and (iii) in the case of any creation or redemption pursuant to In-Kind Orders, own, or their AP Designee (as defined below) must own, a HYPE wallet address that is known to 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 HYPE required for the creation and redemption of Baskets, as well as the deposit with and subsequent delivery by the Trust 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."<br><br>As of the date of this prospectus, the Sponsor, on behalf of the Trust, and the Transfer Agent entered into Participant Agreements with Jane Street Capital, LLC, Macquarie Capital (USA) Inc, and Virtu Americas LLC pursuant to which such entities have agreed to act as Authorized Participants and are able to conduct creations and redemptions pursuant to Cash Orders. In addition, as of the date of this prospectus, Jane Street Capital, LLC, Macquarie Capital (USA) Inc, and Virtu Americas LLC are able to conduct creations and |

| | |
|---|---|
| | redemptions in-kind. The Sponsor may engage additional Authorized Participants who are unaffiliated with the Trust in the future, and such Authorized Participants may be able to conduct creations and redemptions in-kind, in cash, or both. |
| Liquidity Providers | Liquidity Providers facilitate the purchase and sale of HYPE 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"). 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 HYPE 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 Provider Agreement between the Liquidity Engager, Liquidity Provider, and the Sponsor (on behalf of the Trust). Pursuant to such Liquidity Provider Agreements, the Liquidity Providers will be contractually obligated to deliver or receive HYPE in exchange for cash in connection with Cash Orders for creations or redemptions.<br><br>The Liquidity Providers with which Grayscale Investments Sponsors, LLC, acting in its capacity as the Liquidity Engager, will engage in HYPE transactions are third parties that are not affiliated with the Sponsor or the Trust and are not acting as agents of the Trust, the Sponsor, or any Authorized Participant, but may be affiliated with the 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 Sponsor (on behalf of the Trust), there is no other pre-existing contractual relationship between each Liquidity Provider, on the one hand, and the Trust or the Sponsor, on the other hand, in each case that relates to the Trust or the Trust's Shares. When seeking to buy HYPE in connection with creations or sell HYPE 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.<br><br>As of the date of this prospectus, the Liquidity Engager has engaged JSCT, LLC, Virtu Financial Singapore Pte. Ltd., Cumberland DRW LLC, and Flowdesk as Liquidity Providers. The Liquidity Engager may engage additional Liquidity Providers who are unaffiliated with the Trust in the future.<br><br>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 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 “Risk Factors” in this prospectus before you invest in the Shares. |

## RISK FACTORS

*You should carefully consider the following risks and all of the other information set forth in this prospectus before deciding to invest in Shares of the Trust. If any of the following risks actually occurs, our business, financial condition or results of operations would likely suffer. In such case, the trading price of the Shares could decline due to any of these risks, and you may lose all or part of your investment*.

### Risk Factors Related to Digital Assets

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

The trading prices of many digital assets, including HYPE, have experienced extreme volatility throughout their existence and may continue to do so. For instance, following significant increases throughout the majority of 2020, digital asset prices, including HYPE, experienced significant volatility throughout 2021 and 2022. This volatility became extreme in November 2022 when FTX Trading Ltd. ("FTX") halted customer withdrawals. Additionally, on October 10, 2025, it was reported that a sharp decline in digital asset market prices triggered the liquidation of approximately $20 billion in leveraged positions across the digital asset industry. Any similar halting of withdrawals or liquidations across leveraged positions in the digital asset industry in the future could further impact trading prices. Furthermore, because the Hyperliquid Network functions primarily as a decentralized derivatives exchange on which a substantial portion of trading activity involves perpetual futures and other leveraged instruments, any similar market dislocation may have a disproportionately adverse impact on the Hyperliquid Network, and the price of HYPE, relative to the broader digital asset industry. A series of attacks on decentralized finance ("DeFi") protocols also occurred in November 2025 and April 2026. See "—Risk Factors Related to the Digital Asset Markets—Recent developments in the digital asset economy 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." Digital asset prices, including HYPE, have continued to fluctuate widely through the date of this prospectus.

Extreme volatility in the future, including declines in the trading prices of HYPE, could have a material adverse effect on the value of the Shares and the Shares could lose all or substantially all of their value. Furthermore, negative perception, a lack of stability and standardized regulation in the digital asset economy may reduce confidence in the digital asset economy and may result in greater volatility in the price of HYPE and other digital assets, including a depreciation in value. The Trust is not actively managed and will not take any actions to take advantage, or mitigate the impacts, of volatility in the price of HYPE. For additional information that quantifies the volatility of HYPE prices and the value of the Shares, see "Business—Overview of the Hyperliquid Industry and Market—Historical HYPE Prices."

Furthermore, changes in U.S. political leadership and economic policies may create uncertainty that materially affects the price of HYPE and the Trust's Shares. For example, on March 6, 2025, President Trump signed an Executive Order to establish a Strategic Bitcoin Reserve and a United States Digital Asset Stockpile. Pursuant to this Executive Order, the Strategic Bitcoin Reserve will be capitalized with Bitcoin owned by the U.S. Department of the Treasury that was forfeited as part of criminal or civil asset forfeiture proceedings, and the Secretaries of Treasury and Commerce are authorized to develop budget-neutral strategies for acquiring additional bitcoin, provided that those strategies impose no incremental costs on American taxpayers. Conversely, the Digital Asset Stockpile will consist of all digital assets other than Bitcoin owned by the U.S. Department of the Treasury that were forfeited in criminal or civil asset forfeiture proceedings, but the U.S. government will not acquire additional assets for the U.S. Digital Asset Stockpile beyond those obtained through such proceedings. The anticipation of a U.S. government-funded strategic cryptocurrency reserve had motivated large-scale purchases of certain digital assets in the expectation of the U.S. government acquiring such digital assets to fund such reserve, and the market price of such digital assets decreased significantly as a result of the ultimate content of the Executive Order. Any similar action or omission by the U.S. federal administration or other government authorities with respect to HYPE or other digital assets may negatively and significantly impact the price of HYPE and the Trust's Shares.

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

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

- Digital asset networks and related protocols are in the early stages of development. Given the recency of the development of digital asset networks and related protocols, digital assets and the underlying digital asset networks and related protocols may not function as intended and parties may be unwilling to use digital assets, which would dampen the growth, if any, of digital asset networks and related protocols.

- The loss of access to a private key required to access a digital asset may be irreversible. If a private key or the encrypted key shards necessary to reconstitute that private key are lost or inaccessible, or if the private key is otherwise compromised, the owner would be unable to access the digital asset corresponding to that private key.

- Digital asset networks and related protocols are dependent upon the internet. A disruption of the internet or a digital asset network or related protocol, such as the Hyperliquid Network, would affect the ability to transfer digital assets, including HYPE, and, consequently, their value.

- The acceptance of software patches or upgrades to a digital asset network by a significant, but not overwhelming, percentage of the users and validators in a digital asset network, such as the Hyperliquid Network, could result in a "fork" in such network's blockchain, resulting in the operation of multiple separate blockchain networks.

- Many digital asset networks face significant scaling challenges and are being upgraded with various features to increase the speed and throughput of digital asset transactions. These attempts to increase the volume of transactions may not be effective.

- The open-source structure of many digital asset network protocols, such as the protocol for the Hyperliquid Network, means that developers and other contributors are often not directly compensated for their contributions in maintaining and developing such protocols. As a result, the developers and other contributors of a particular digital asset may lack a financial incentive to maintain or develop the network or may lack the resources to adequately address emerging issues. Alternatively, some developers may be funded by companies whose interests are at odds with other participants in a particular digital asset network. A failure to properly monitor and upgrade the protocol of the Hyperliquid Network could damage that network.

- In the past, flaws in the source code for digital asset networks and related protocols have been exposed and exploited, including flaws that disabled some functionality for users, exposed users' personal information and/or resulted in the theft of users' digital assets. The cryptography underlying the Hyperliquid Network could prove to be flawed or ineffective, or developments in mathematics and/or technology, including advances in digital computing, algebraic geometry and quantum computing, could result in such cryptography becoming ineffective. Quantum computing technology is an emerging phenomenon which, because it is still developing, makes it difficult to predict its ultimate effect on the future value of HYPE and other digital assets. However, if quantum computing technology is able to advance and significantly increase its capacity relative to the capacity of today's leading quantum computers, it could potentially undermine the viability of many of the cryptographic algorithms used across the world's information technology infrastructure, including the cryptographic algorithms used for digital assets like HYPE. If quantum computing is able to advance in that way, there is a risk that quantum computing could materially reduce the security assumptions underlying Hyperliquid's protocol and result in the cryptography underlying the Hyperliquid Network becoming ineffective. If such is realized, it could compromise the security of the Hyperliquid Network or allow a malicious actor to compromise the wallets holding HYPE owned by the Trust or others on the Hyperliquid Network, which would result in losses to Shareholders.

For example, if sufficiently powerful quantum computers are developed, they could use known quantum algorithms to derive private keys from publicly available public keys, potentially allowing malicious actors to forge transaction signatures and misappropriate HYPE. There is no guarantee that new quantum-proof architectures will be built and appropriate transitions will be implemented across the network at scale in a timely manner; any such changes could require the achievement of broad consensus within the Hyperliquid Network community and may result in a fork (or multiple forks), and there can be no assurance that such consensus would be achieved or the changes implemented successfully. In such a scenario, the Hyperliquid Network may not be able to transition to quantum-resistant cryptography in a timely or effective manner. In any of these circumstances, a malicious actor may be able to take the Trust's HYPE, which would adversely affect the value of the Shares. Moreover, functionality of the Hyperliquid Network may be negatively affected by such an exploit such that it is no longer attractive to users, thereby dampening demand for HYPE. Even if another digital asset other than HYPE were affected by similar circumstances, any reduction in confidence in the source code or cryptography underlying digital asset networks and related protocols generally could negatively affect the demand for digital assets and therefore adversely affect the value of the Shares.

Moreover, because digital assets, including HYPE, have existed for a short period of time and are continuing to be developed, there may be additional risks to digital asset networks and related protocols that are impossible to predict as of the date of this prospectus.

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

The first digital asset to gain global adoption and critical mass, Bitcoin, was launched in 2009. HYPE launched in 2024 and its development is ongoing. In general, digital asset networks, including the Hyperliquid Network and related protocols represent a relatively new and rapidly evolving industry that is subject to a variety of factors that are difficult to evaluate. For example, the realization of one or more of the following risks could materially adversely affect the value of the Shares:

- Digital assets have only recently become selectively accepted as a means of payment by retail and commercial outlets, but there is no meaningful degree of use of HYPE as a means of payment by retail or commercial outlets. Banks and other established financial institutions, whether voluntarily or in response to regulatory feedback, may refuse to process funds for HYPE transactions; process wire transfers to or from Digital Asset Trading Platforms, HYPE-related companies or service providers; or maintain accounts for persons or entities transacting in HYPE. As a result, the prices of HYPE are largely determined by speculators and validators, thus contributing to price volatility that makes retailers less likely to accept HYPE in the future. While the use of other digital assets, such as Bitcoin, to purchase goods and services from commercial or service businesses is developing, HYPE has not yet been accepted in the same manner because it has a different purpose than Bitcoin.

- Banks may not provide banking services, or may cut off banking services, to businesses that provide digital asset-related services or that accept digital assets as payment, which could dampen liquidity in the market and damage the public perception of digital assets generally or any one digital asset in particular, such as HYPE, and their or its utility as a payment system, which could decrease the price of digital assets generally or individually.

- The prices of digital assets may be determined on a relatively small number of Digital Asset Trading Platforms by a relatively small number of market participants, many of whom are speculators or those intimately involved with the issuance of such digital assets, such as validators or developers, which could contribute to price volatility that makes retailers less likely to accept digital assets in the future.

- Certain privacy-preserving features have been or are expected to be introduced to a number of digital asset networks. If any such features are introduced to the Hyperliquid Network, any trading platforms or businesses that facilitate transactions in HYPE may be at an increased risk of criminal or civil lawsuits, or of having banking services cut off if there is a concern that these features interfere with the performance of anti-money laundering duties and economic sanctions checks.

- Users, developers and validators may switch to or adopt certain digital asset networks or protocols at the expense of their engagement with other digital asset networks and protocols, which may negatively impact those networks and protocols, including the Hyperliquid Network.

The Trust is not actively managed and will not have any formal strategy relating to the development of the Hyperliquid Network.

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

Smart contracts are programs that run on a blockchain that execute automatically when certain conditions are met. Since smart contracts typically cannot be stopped or reversed, vulnerabilities in their programming can have damaging effects. For example, in June 2016, a vulnerability in the smart contracts underlying The DAO, a distributed autonomous organization for venture capital funding, allowed an attack by a hacker to syphon approximately $60 million worth of Ether from The DAO's accounts into a segregated account. In the aftermath of the theft, certain developers and core contributors pursued a "hard fork" of the Ethereum Network in order to erase any record of the theft. Despite these efforts, the price of Ether dropped approximately 35% in the aftermath of the attack and subsequent hard fork. In addition, in July 2017, a vulnerability in a smart contract for a multi-signature wallet software developed by Parity led to a $30 million theft of Ether, and in November 2017, a new vulnerability in Parity's wallet software led to roughly $160 million worth of Ether being indefinitely frozen in an account. In another example, in February 2022, a vulnerability in a smart contract for Wormhole, a bridge between the Ethereum and Solana networks led to a $320 million theft of Ether. While persons associated with Solana Labs and/or the Solana Foundation are understood to have played a key role in bringing the network back online, the broader community also played a key role, as Solana validators coordinated to upgrade and restart the network. Other smart contracts, such as bridges between blockchain networks and DeFi protocols have also been manipulated, exploited or used in ways that were not intended or envisioned by their creators such that attackers syphoned over $3.8 billion worth of digital assets from smart contracts in 2022.

In December 2024, there were public reports of suspicious wallet activity on the Hyperliquid Network, including reports suggesting that certain wallets may have been associated with state-sponsored actors from North Korea and that such activity may have been intended to test or probe the network for vulnerabilities. Although Hyperliquid Labs Pte Ltd. ("Hyperliquid Labs") indicated that the Hyperliquid Network was not exploited, during this period, the market price of HYPE declined significantly over a short period of time, including by approximately 21%, and the Hyperliquid platform experienced substantial net outflows of capital, including approximately $250 million of net outflows in a single day. Any such future events or perceptions may result in increased volatility, reduced liquidity, decreases in the total value locked, and reduced demand for HYPE, each of which could adversely affect the Trust and the value of the Shares.

In another example from March 2025, an attacker exploited a vulnerability in the Hyperliquid Network's Hyperliquid Liquidity Provider (HLP) liquidation mechanism to artificially inflate the price of a digital asset with a small market cap, JellyJelly, by 429%. HLP is essentially a community owned market maker that is meant to provide liquidity for various pairs. This attack exploited the design of HLP rather than any specific vulnerability in the protocol. When losses in HLP reached $12 million, the Hyperliquid Network's validators delisted JellyJelly. To eliminate potential losses due to the exploit, the validators settled all positions while valuing JellyJelly at $0.0095 (the attacker's short position) rather than the $0.50 that it was listed at, while refunding users with long JellyJelly positions (except flagged addresses). The two-minute time to achieve consensus among a quorum of validators demonstrated that validators could act quickly on a coordinated basis during stressed market conditions, reflecting a greater degree of centralized decision-making authority than may be present in certain other decentralized protocols. Such coordinated action may cause market participants to perceive the Hyperliquid Network as more centralized than certain other decentralized protocols, which could increase volatility, reduce liquidity, diminish user confidence and reduce demand for HYPE, each of which could adversely affect the Trust and the value of the Shares.

Additionally, in November 2025, the Hyperliquid Network's HLP suffered a price manipulation attack, causing an estimated $4.9 million in losses using POPCAT. This attack exploited the design of the Hyperliquid Network's HLP rather than any specific vulnerability in the protocol. When the incident was discovered, the Hyperliquid Network halted withdrawals on the platform as it performed incident management. Additionally, the Hyperliquid Network's Arbitrum bridge was temporarily halted to stop additional outflows and increase the stability of the

platform. The halting of withdrawals and the temporary pause of the Arbitrum bridge during incident management reflect the existence of coordinated control mechanisms over certain components of the Hyperliquid ecosystem, including bridge and withdrawal infrastructure, and may indicate a higher level of centralization in those components relative to certain other decentralized protocols. Such responsive measures, including temporary pauses affecting bridge or withdrawal functionality, may be possible because certain components of the Hyperliquid ecosystem permit coordinated action by validators or other participants during incident management, which may indicate that the Hyperliquid Network and related infrastructure are more centralized than certain other decentralized protocols, which could increase volatility, reduce liquidity, diminish user confidence and reduce demand for HYPE, each of which could adversely affect the Trust and the value of the Shares. See "—The relatively limited number of validators on the Hyperliquid Network and the resulting concentration of staking power could enable price manipulation, governance interventions or other coordinated actions that adversely affect markets on the Hyperliquid Network and the value of the Shares."

Initial problems and continued problems with the development, design and deployment of smart contracts may have an adverse effect on the value of HYPE, which could have a negative impact on the value of the Shares.

***Changes in the governance of a digital asset network or protocol may not receive sufficient support from users, token holders and validators, which may negatively affect that digital asset network's or protocol's ability to grow and respond to challenges.***

The governance of some digital asset networks and protocols, such as the Bitcoin and Ethereum Networks, is generally by voluntary consensus and open competition. For such networks and protocols, there may be a lack of consensus or clarity on that network's or protocol's governance, which may stymie such network's or protocol's utility, adaptability and ability to grow and face challenges. The foregoing notwithstanding, the underlying software for some digital asset networks and protocols, such as the Hyperliquid Network, is informally or formally managed or developed by a group of core developers that propose amendments to the relevant network's or protocol's source code. Core developers' roles may evolve over time, generally based on self-determined participation.

If a significant majority of users, token holders and validators were to adopt amendments to the Hyperliquid Network based on the proposals of such core developers approving the Hyperliquid Network would be subject to new source code that may adversely affect the value of HYPE.

As a result of the foregoing, it may be difficult to find solutions or marshal sufficient effort to overcome any future problems, especially long-term problems, on digital asset networks.

***Digital asset networks face significant scaling challenges and efforts to increase the volume and speed of transactions may not be successful.***

Many digital asset networks face significant scaling challenges due to the fact that public, permissionless blockchains generally face a tradeoff between security and scalability. One means through which digital asset networks that utilize public, permissionless blockchains achieve security is decentralization, meaning that no intermediary is responsible for securing and maintaining these systems. For example, a greater degree of decentralization of a public, permissionless blockchain generally means a given digital asset network is less susceptible to manipulation or capture. In practice, this typically means that every single node on a given digital asset network is responsible for securing the system by processing every transaction and maintaining a copy of the entire state of the network. As a result, a digital asset network that utilizes a public, permissionless blockchain may be limited in the number of transactions it can process by the computing capabilities of each single fully participating node. Many developers are actively researching and testing scalability solutions for public blockchains that do not necessarily result in lower levels of security or decentralization, such as off-chain payment channels and sharding. Off-chain payment channels would allow parties to transact without requiring the full processing power of a blockchain. Sharding can increase the scalability of a database, such as a blockchain, by splitting the data processing responsibility among many nodes, allowing for parallel processing and validating of transactions. Developers, such as those that built the Hyperliquid Network, have also used purpose-built blockchain networks to increase the volume and speed of transactions. For example, the Hyperliquid Network's consensus mechanism, HyperBFT, was built specifically for high-frequency trading, enabling approximately 200,000 transactions per second.

As corresponding increases in throughput lag behind growth in the use of digital asset networks, average fees and settlement times may increase considerably. For example, the Ethereum Network has been, at times, at capacity, which has led to increased transaction fees. Since January 1, 2023, Ether average daily transaction fees have ranged from $0.07 per transaction on March 21, 2026, to as high as $29.46 per transaction on March 5, 2024. As of March 31, 2026, Ether average daily transaction fees stood at $0.15 per transaction. Increased transaction fees and decreased settlement speeds could preclude certain uses for HYPE or the Hyperliquid Network (e.g., micropayments), and could reduce demand for, and the price of, HYPE, which could adversely impact the value of the Shares.

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

***Digital asset networks are developed by a diverse set of contributors and the perception that certain high-profile contributors will no longer contribute to the network could have an adverse effect on the market price of the related digital asset.***

Digital asset networks and related protocols are often developed by a diverse set of contributors, but are also often developed by identifiable and high-profile contributors. The perception that certain high-profile contributors may no longer contribute to the applicable digital asset network or protocol may have an adverse effect on the market price of any related digital assets. For example, in June 2017, an unfounded rumor circulated that Ethereum protocol developer Vitalik Buterin had died. Following the rumor, the price of Ether decreased approximately 20% before recovering after Buterin himself dispelled the rumor. Some have speculated that the rumor led to the decrease in the price of Ether. In the event a high-profile contributor to the Hyperliquid Network, such as Jeff Yan, is perceived as no longer contributing to the Hyperliquid Network due to death, retirement, withdrawal, incapacity, or otherwise, whether or not such perception is valid, it could negatively affect the price of HYPE, which could adversely impact the value of the Shares.

***Digital assets may have concentrated ownership and large sales or distributions by holders of such digital assets, or any ability to participate in or otherwise influence a digital asset's underlying network, could have an adverse effect on the market price of such digital asset.***

As of the date of this filing, the largest 100 HYPE wallets held approximately 43% of the HYPE in circulation. Moreover, it is possible that other persons or entities control multiple wallets that collectively hold a significant amount of HYPE, even if they individually only hold a small amount, and it is possible that some of these wallets are controlled by the same person or entity. As a result of this concentration of ownership, large sales or distributions by such holders could have an adverse effect on the market price of HYPE.

There is a finite supply of HYPE tokens, which is currently fixed at one billion. In connection with the launch of the Hyperliquid Network, HYPE tokens were allocated across several categories, including: (i) 31% distributed via an airdrop to past users of the Hyperliquid Network, (ii) 38.89% allocated to future emissions and rewards, (iii) 23.8% allocated to core contributors to the Hyperliquid Network (which were locked-up until November 2025 and will vest over a 24-month period thereafter), (iv) 6.0% allocated to the Hyper Foundation, (v) 0.3% allocated to community grants, and (vi) 0.012% allocated for the Hyperliquid Network's liquidity program. As of March, 2026, approximately 298 million HYPE tokens had been released into circulation. Despite escrow mechanisms that gradually release HYPE into the market, early stakeholders, including founders, core contributors and the Hyper Foundation, may still retain control over a significant portion of HYPE, which can impact market dynamics if large amounts are sold. The concentration of HYPE in the hands of early stakeholders could affect the market's confidence in HYPE and may enable such holders, individually or collectively, to influence the development, governance or operation of the Hyperliquid Network.

Additionally, at this time there is no comprehensive registry showing all of the individuals or entities that own HYPE or the quantity of HYPE that is owned by particular people or entities in a comprehensive manner. It is possible, and in fact, reasonably likely, that a small group of early HYPE adopters may hold a significant proportion of the HYPE that has been released to date. Such holders may be able to act in a coordinated manner to influence the price of HYPE or decisions relating to the Hyperliquid Network. At this time, Core Contributors (founding/primary protocol development team responsible for building, maintaining, and advancing Hyperliquid L1) are allocated

HYPE that vests at different schedules completing between different schedules  Although some HYPE is locked in smart contracts for a certain period of time, there are no regulations or technological restrictions that would necessarily prevent a large holder of HYPE from selling HYPE it holds as transactions are executed automatically by smart contracts when certain conditions are met. To the extent such large holders of HYPE engage in large-scale sales or distributions, either on nonmarket terms or in the ordinary course, it could result in a reduction in the price of HYPE and adversely affect an investment in the Shares.

***If a malicious actor or botnet obtains control of a sufficient amount of the validating power on the Hyperliquid Network, or otherwise obtains control over the Hyperliquid Network through its influence over core developers or otherwise, such actor or botnet could manipulate the Hyperliquid Network to adversely affect the value of the Shares or the ability of the Trust to operate.***

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

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

In addition, in May 2019, the Bitcoin Cash Network, a proof-of-work network, experienced a 51% attack when two large mining pools reversed a series of transactions in order to stop an unknown miner from taking advantage of a flaw in a recent Bitcoin Cash protocol upgrade. Although this particular attack was arguably benevolent, the fact that such coordinated activity was able to occur may negatively impact perceptions of the Bitcoin Cash network. Although the two attacks described above took place on proof-of work based networks, it is possible that a similar attack may occur on the Hyperliquid Network, which could negatively impact the value of HYPE and the value of the Shares.

Although there are no known reports of malicious control of the Hyperliquid Network, if groups of coordinating or connected HYPE holders that together have a sufficient amount of outstanding HYPE were to stake that HYPE and run validators, they could exert authority over the validation of HYPE transactions. This risk is heightened if such amount of the validating power on the network falls within the jurisdiction of a single governmental authority. If network participants, including the core developers and the administrators of validating pools, do not act to ensure greater decentralization of HYPE, the feasibility of a malicious actor obtaining control of the validating power on the Hyperliquid Network will increase, which may adversely affect the value of the Shares.

A malicious actor may also obtain control over the Hyperliquid Network through its influence over core developers by gaining direct control over a core developer or an otherwise influential programmer. To the extent that the HYPE ecosystem does not grow, the possibility that a malicious actor may be able to maliciously influence the Hyperliquid Network in this manner will remain heightened.

***If the digital asset reward or transaction fee rewards for recording transactions on the Hyperliquid Network are not sufficiently high to incentivize validators, or if certain jurisdictions continue to limit or otherwise regulate validating activities, validators may cease expanding validating power or demand higher reward rates, which could negatively impact the value of HYPE and the value of the Shares.***

If the digital asset rewards or transaction fee rewards for validating transactions on the Hyperliquid Network are not sufficiently high to incentivize validators, or if certain jurisdictions continue to limit or otherwise regulate validating activities, validators may cease expending validating power to validate blocks and confirmations of transactions on the HYPE Blockchain could be slowed. For example, the realization of one or more of the following risks could materially adversely affect the value of the Shares:

- Over the past several years, digital asset validating operations have evolved from individual users validating with computer processors, graphics processing units and first-generation application specific integrated circuit machines to "professionalized" validating operations using proprietary hardware or sophisticated machines. If the profit margins of digital asset validating operations are not sufficiently high, digital asset validators are more likely to immediately sell digital assets earned by validating, resulting in an increase in liquid supply of that digital asset, which would generally tend to reduce that digital asset's market price.
- A reduction in digital assets staked by validators on the Hyperliquid Network could increase the likelihood of a malicious actor or botnet obtaining control and decrease the reward rate. See "—If a malicious actor or botnet obtains control of a sufficient amount of the validating power on the Hyperliquid Network, or otherwise obtains control over the Hyperliquid Network through its influence over core developers or otherwise, such actor or botnet could manipulate the Hyperliquid Network to adversely affect the value of the Shares or the ability of the Trust to operate"
- Validators have historically accepted relatively low transaction confirmation fees on most digital asset networks. If validators demand higher reward rates for recording transactions in the Blockchain or a software upgrade automatically charges fees for all transactions on the Hyperliquid Network, the cost of using HYPE may increase and the marketplace may be reluctant to accept HYPE as a means of payment. Alternatively, validators could collude in an anti-competitive manner to reject low transaction fees on the Hyperliquid Network and for users to pay higher fees, thus reducing the attractiveness of the Hyperliquid Network. Higher transaction confirmation fees resulting through collusion or otherwise may adversely affect the attractiveness of the Hyperliquid Network, the value of HYPE and the value of the Shares.
- To the extent that any validators cease to record transactions because the reward rate is too low, such transactions will not be recorded on the Hyperliquid Network until a transaction is validated by a validator who is willing to accept a lower fee. Any widespread delays in the recording of transactions could result in a loss of confidence in the digital asset network.
- If validators collectively increase reference gas prices, or if network conditions cause higher gas usage, some transactions may be delayed or dropped until users raise fees or resubmit. Any widespread delays in the recording of transactions could result in a loss of confidence in the digital asset network.
- Digital asset validating operations can consume significant amounts of electricity, which may have a negative impact and give rise to public opinion against allowing, or government regulations restricting, the use of electricity for validating operations. Additionally, validators may be forced to cease operations during an electricity shortage or power outage.
- During the course of ordering transactions and validating some transactions, validators may be able to prioritize certain transactions in return for increased transaction fees, an incentive system known as "Maximal Extractable Value" or MEV. For example, in blockchain networks that facilitate DeFi protocols in particular, such as the Hyperliquid Network, users may attempt to gain an advantage over other users by increasing offered transaction fees. Certain software solutions, such as Flashbots, have been developed which facilitate validators in capturing MEV produced by these increased fees. The MEV incentive system may lead to an increase in transaction fees on the Hyperliquid Network, which may diminish its use. Users or other stakeholders on the Hyperliquid Network could also view the existence of MEV as unfair manipulation of decentralized digital asset networks, and refrain from using

DeFi protocols or the Hyperliquid Network generally. In addition, it's possible regulators or legislators could enact rules which restrict the use of MEV, which could diminish the popularity of the Hyperliquid Network among users and validators. Any of these or other outcomes related to MEV may adversely affect the value of HYPE and the value of the Shares.

***Proof-of-stake blockchains are a relatively recent innovation, and have not been subject to as widespread use or adoption over as long of a period of time as traditional proof-of-work blockchains.***

Certain digital assets, such as Bitcoin, use a "proof-of-work" consensus algorithm. The genesis block on the Bitcoin blockchain was mined in 2009, and Bitcoin's blockchain has been in operation since then. Some newer blockchains enabling smart contract functionality, use a newer consensus algorithm known as "proof-of-stake." While their proponents believe that they may have certain advantages, the "proof-of-stake" consensus mechanisms and governance systems underlying some newer blockchain protocols, including the Hyperliquid Network, and their associated digital assets – including the HYPE held by the Trust – have not been tested at scale over as long of a period of time or subject to as widespread use or adoption as, for example, Bitcoin's proof-of-work consensus mechanism has. This could lead to these blockchains, and their associated digital assets, having undetected vulnerabilities, structural design flaws, suboptimal incentive structures for network participants (e.g., validators), technical disruptions, or a wide variety of other problems, any of which could cause these blockchains not to function as intended, lead to outright failure to function entirely causing a total outage or disruption of network activity, or to suffer other operational problems or reputational damage, leading to a loss of users or adoption or a loss in value of the associated digital assets, including the Trust's assets. Over the long term, there can be no assurance that the proof-of-stake blockchain on which the Trust's assets rely will achieve widespread scale or adoption or perform successfully; any failure to do so could negatively impact the value of the Trust's assets.

***The relatively limited number of validators on the Hyperliquid Network and the resulting concentration of staking power could enable price manipulation, governance interventions or other coordinated actions that adversely affect markets on the Hyperliquid Network and the value of the Shares.***

The Hyperliquid Network's current validator set is comparatively limited, with approximately 24 total validators as of April 30, 2026, and certain components of the Hyperliquid Network's infrastructure, including bridge and withdrawal functionality, are subject to coordinated control by validators or other participants. As a result, while the Hyperliquid Network incorporates some decentralized elements, the Hyperliquid Network's validator set is materially smaller and more concentrated than the validator sets of certain other major proof-of-stake blockchain networks or other decentralized protocols. A relatively small number of validators may be able to coordinate, formally or informally, to influence transaction ordering, perpetual futures market parameters, listing or delisting decisions, governance proposals or remediation actions on the Hyperliquid Network. Because the Hyperliquid Network's perpetual futures markets, liquidation engine and risk-management parameters are tightly integrated with the network's consensus and governance layers, validator concentration creates a risk that markets on the Hyperliquid Network could be subject to coordinated price manipulation, manual intervention or other validator-level actions that affect market outcomes. Market participants may also perceive the Hyperliquid Network as more centralized in certain respects than certain other decentralized protocols, particularly during periods of stress or while validator participation, governance processes and other features of the network continue to evolve.

If manipulation attacks, validator coordination or governance interventions occur in the future (whether involving HYPE itself or a perpetual futures or other market on the Hyperliquid Network), such incidents could result in losses to Hyperliquid Network participants, declines in the price of HYPE, declines in the total value locked on the Hyperliquid Network, increased regulatory scrutiny of the Hyperliquid Network, reduced confidence in the Hyperliquid Network's neutrality or decentralization, or temporary or extended impairments to the operation of the Hyperliquid Network or the bridges through which assets enter or leave the network, any of which could adversely affect the Trust and the value of the Shares.

***If validators exit the Hyperliquid Network, it could increase the likelihood of a malicious actor obtaining control.***

Validators exiting the network could make the Hyperliquid Network more vulnerable to a malicious actor obtaining control of a large percentage of staked HYPE, which might enable them to manipulate the Hyperliquid Network by censoring or manipulating specific transactions, as discussed previously. This risk is enhanced by the

fact that the Hyperliquid Network only has approximately 24 total validators as of April 30, 2026. This was demonstrated during the March 2025 JellyJelly incident, in which validators reached consensus and took coordinated action within approximately two minutes, and during the November 2025 POPCAT incident, in which validators coordinated to halt withdrawals and pause the Arbitrum bridge. Even where such coordination is undertaken for protective or operational reasons, such features of its design and governance indicate that the Hyperliquid Network may exhibit a relatively higher degree of centralization than certain other decentralized protocols, which could increase volatility, reduce liquidity, diminish user confidence and reduce demand for HYPE. If the Hyperliquid Network suffers such an attack, the price of HYPE could be negatively affected, and a loss of confidence in the Hyperliquid Network could result. Any reduction in confidence in the transaction confirmation process or staking power of the Hyperliquid Network may adversely affect an investment in the Trust.

***A temporary or permanent "fork" or a "clone" could adversely affect the value of the Shares.***

The Hyperliquid Network does not currently operate using open-source protocols. However, core developers of the Hyperliquid Network have stated a desire to do so in the future. If the Hyperliquid Network operates using open-source protocols in the future, any user could download the software, modify it and then propose that the users and validators of the Hyperliquid Network adopt the modification. When a modification is introduced and a substantial majority of users' and validators' consent to the modification, the change is implemented and the network remains uninterrupted. However, if less than a substantial majority of users and validators' 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 Hyperliquid 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 HYPE running in parallel, yet lacking interchangeability. For example, in September 2022, the Ethereum Network transitioned to a proof-of-stake model, in an upgrade referred to as the "Merge." Following the Merge, a hard fork of the Ethereum Network occurred, as certain Ethereum miners and network participants planned to maintain the proof-of-work consensus mechanism that was removed as part of the Merge. This version of the network was rebranded as "Ethereum Proof-of-Work."

Forks may also occur as a digital asset network community's response to a significant security breach. For example, in July 2016, Ethereum "forked" into Ethereum and a new digital asset network, Ethereum Classic, as a result of the Ethereum Network community's response to a significant security breach. In June 2016, an anonymous hacker exploited a smart contract running on the Ethereum Network to syphon approximately $60 million of Ether held by The DAO, a distributed autonomous organization, into a segregated account. In response to the exploit, most participants in the Ethereum community elected to adopt a "fork" that effectively reversed the exploit. However, a minority of users continued to develop the original blockchain, referred to as "Ethereum Classic" with the digital asset on that blockchain now referred to as ETC. ETC now trades on several Digital Asset Trading Platforms. A fork may also occur as a result of an unintentional or unanticipated software flaw in the various versions of otherwise compatible software that users run. Such a fork could lead to users and validators abandoning the digital asset with the flawed software. It is possible, however, that a substantial number of users and validators could adopt an incompatible version of the digital asset while resisting community-led efforts to merge the two chains. This could result in a permanent fork, as in the case of Ethereum and Ethereum Classic.

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

Digital asset networks and related protocols may also be cloned. Unlike a fork of a digital asset network, which modifies an existing blockchain, and results in two competing digital asset networks, each with the same genesis block, a "clone" is a copy of a protocol's codebase, but results in an entirely new blockchain and new genesis block.

Tokens are created solely from the new "clone" network and, in contrast to forks, holders of tokens of the existing network that was cloned do not receive any tokens of the new network. A "clone" results in a competing network that has characteristics substantially similar to the network it was based on, subject to any changes as determined by the developer(s) that initiated the clone.

A hard fork may adversely affect the price of HYPE at the time of announcement or adoption. For example, the announcement of a hard fork could lead to increased demand for the pre-fork digital asset, in anticipation that ownership of the pre-fork digital asset would entitle holders to a new digital asset following the fork. The increased demand for the pre-fork digital asset may cause the price of the digital asset to rise. After the hard fork, it is possible the aggregate price of the two versions of the digital asset running in parallel would be less than the price of the digital asset immediately prior to the fork. Furthermore, while the Trust would be entitled to both versions of the digital asset running in parallel, the Sponsor will, as permitted by the terms of the Trust Agreement, determine which version of the digital asset is generally accepted as the Hyperliquid Network and should therefore be considered the appropriate network for the Trust's purposes, and there is no guarantee that the Sponsor will choose the digital asset that is ultimately the most valuable fork. Either of these events could therefore adversely impact the value of the Shares. As an illustrative example of a digital asset hard fork, following the DAO hack in July 2016, holders of Ether voted on-chain to reverse the hack, effectively causing a hard fork. For the days following the vote, the price of Ether rose from $11.65 on July 15, 2016 to $14.66 on July 21, 2016, the day after the first Ethereum Classic block was mined. A clone may also adversely affect the price of HYPE at the time of announcement or adoption. For example, on November 6, 2016, Rhett Creighton, a Zcash developer, cloned the Zcash network to launch Zclassic, a substantially identical version of the Zcash network that eliminated the Founders' Reward. For the days following the date the first Zclassic block was mined, the price of ZEC fell from $504.57 on November 5, 2016 to $236.01 on November 7, 2016 in the midst of a broader sell off of ZEC beginning immediately after the Zcash network launch on October 28, 2016. A clone may also adversely affect the price of HYPE at the time of announcement or adoption.

A future fork in or clone of the Hyperliquid Network could adversely affect the value of the Shares or the ability of the Trust to operate.

***In the event of a hard fork of the Hyperliquid Network, the Sponsor will, if permitted by the terms of the Trust Agreement, use its discretion to determine which network should be considered the appropriate network for the Trust's purposes, and in doing so may adversely affect the value of the Shares.***

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

***In the event of a hard fork of the Hyperliquid Network, the Custodian's operations may be interrupted or subject to additional security risks that could disrupt the Trust's ability to process creations and redemptions of Shares or otherwise threaten the security of the Trust's HYPE holdings.***

In the event of a hard fork of the Hyperliquid Network, the Custodian may temporarily halt the ability of customers (including the Trust) to deposit, withdraw or transfer HYPE on the Custodian's platform. Such a delay may be intended to permit the Custodian to assess the resulting versions of the Hyperliquid Network, to determine how best to securely "split" the HYPE from the forked asset, and to prevent malicious users from conducting "replay attacks" (i.e., broadcasting transactions on both versions of the forked networks to put Custodian assets at risk). As a result, the Trust is likely to suspend creations and redemptions during a period in which the Custodian's operations are halted.

In addition, any losses experienced by the Custodian due to a hard fork, including due to replay attacks or technological errors in assessing the fork, could have a materially adverse impact on an investment in the Shares.

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

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

***If the Hyperliquid Network is used to facilitate illicit activities, businesses that facilitate transactions in HYPE could be at increased risk of criminal or civil lawsuits, or of having services cut off, which could negatively affect the price of HYPE and the value of the Shares.***

Digital asset networks have in the past been, and may continue to be, used to facilitate illicit activities. If the Hyperliquid Network is used to facilitate illicit activities, businesses that facilitate transactions in HYPE may be at increased risk of potential criminal or civil lawsuits, or of having banking or other services cut off, if there is a concern that certain smart contracts on the Hyperliquid Network could interfere with the performance of anti-money laundering duties and economic sanctions checks. There is also a risk that Digital Asset Trading Platforms may remove HYPE from their platforms as a result of these concerns. Other service providers of such businesses may also cut off services if there is a concern that the Hyperliquid Network is being used to facilitate crime. Any of the aforementioned occurrences could increase regulatory scrutiny of the Hyperliquid Network and/or adversely affect the price of HYPE, the attractiveness of the Hyperliquid Network and an investment in the Shares of the Trust.

When the Trust and the Sponsor, acting on behalf of the Trust, sell or deliver, as applicable, HYPE or, subject to NASDAQ obtaining regulatory approval from the SEC, Incidental Rights and/or IR Virtual Currency, they generally do not transact directly with counterparties other than the Authorized Participant, a Liquidity Provider or other similarly eligible financial institutions that are subject to federal and state licensing requirements and maintain practices and policies designed to comply with AML and KYC regulations. When an Authorized Participant or a Liquidity Provider sources HYPE in connection with the creation of the Shares or facilitates transactions in HYPE at the direction of the Trust or the Sponsor, it directly faces its counterparty and, in all instances, the Authorized Participant or Liquidity Provider, as applicable, follow policies and procedures designed to ensure that it knows the identity of its counterparty. The Authorized Participant is a registered broker-dealer and therefore subject to AML and countering the financing of terrorism obligations under the Bank Secrecy Act as administered by FinCEN and further overseen by the SEC and FINRA. In addition, one or more Liquidity Providers may be a virtual currency entity licensed by the NYDFS, which additionally may subject it to AML obligations.

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

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

***DeFi protocols, including the decentralized exchange built into the Hyperliquid Network, are subject to various risks that, if materialized, could affect the value of the Shares***.

DeFi protocols, such as the decentralized exchange built into the Hyperliquid Network, are subject to various risks, including the risk that the underlying smart contract is insecure and the risk that certain core developers with protocol administration rights can make unauthorized or harmful changes to the underlying smart contract. There is also a potential risk of low liquidity on decentralized exchanges, which can lead to significant price slippage for traders and substantial losses. Certain decentralized exchanges, such as the decentralized exchange built into the Hyperliquid Network, also rely on price oracles maintained by validators to supply market data. If an oracle is compromised or manipulated for an extended period of time, the market price could be affected and liquidations could occur before the price reverts to its fair value. Price oracle compromises or manipulations have occurred in DeFi protocols, although such events have been episodic rather than continuous, and the Sponsor is not aware of frequent instances involving extended periods of manipulation. Such events, however, could occur on the Hyperliquid Network. Furthermore, while some digital asset trading platforms provide information regarding their ownership structure, management teams, private key management, hot/cold storage policies, capitalization, corporate practices and regulatory compliance, the creators of decentralized exchanges typically do not. Such lack of transparency could result in users underestimating or otherwise misunderstanding the functionality of a specific protocol and thus increase the risk of a potential loss. The value of the Shares could be affected if any of these risks materialize.

**Risk Factors Related to the Digital Asset Markets**

***Recent developments in the digital asset economy 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.***

In the past and through the date of this prospectus, digital asset prices have experienced significant fluctuations, leading to volatility and disruption in the digital asset markets and financial difficulties for several prominent industry participants, including Digital Asset Trading Platforms, hedge funds and lending platforms. For example, in the first half of 2022, digital asset lenders Celsius Network LLC and Voyager Digital Ltd. and digital asset hedge fund Three Arrows Capital each entered into insolvency proceedings. This resulted in a loss of confidence in participants in the digital asset ecosystem, negative publicity surrounding digital assets more broadly and market-wide declines in digital asset trading prices and liquidity.

Thereafter, in November 2022, FTX, the third largest Digital Asset Trading Platform by volume at the time, halted customer withdrawals amid rumors of the company's liquidity issues and likely insolvency. Shortly thereafter, FTX's CEO resigned and FTX and several affiliates of FTX filed for bankruptcy. The U.S. Department of Justice subsequently brought criminal charges, including charges of fraud, violations of federal securities laws, money laundering, and campaign finance offenses, against FTX's former CEO and others. In November 2023, FTX's former CEO was convicted of fraud and money laundering. Similar charges related to violations of anti-money laundering laws were brought in November 2023 against Binance and its former CEO. In addition, several other entities in the digital asset industry filed for bankruptcy following FTX's bankruptcy filing, such as BlockFi Inc. and Genesis Global Capital, LLC ("Genesis Capital"), a subsidiary of Genesis Global Holdco, LLC ("Genesis Holdco"). The SEC also brought charges against Genesis Capital and Gemini Trust Company, LLC ("Gemini") in January 2023 for their alleged unregistered offer and sale of securities to retail investors. In October 2023, the New York Attorney General ("NYAG") brought charges against Gemini, Genesis Capital, Genesis Asia Pacific PTE. LTD. ("Genesis Asia Pacific"), Genesis Holdco, (together with Genesis Capital and Genesis Asia Pacific, the "Genesis Entities"), Genesis Capital's former CEO, DCG, and DCG's CEO alleging violations of the New York Penal Law, the New York General Business Law and the New York Executive Law. In February 2024, the NYAG amended its complaint to expand the charges against Gemini, the Genesis Entities, Genesis Capital's former CEO, DCG, and DCG's CEO to include harm to additional investors. Also in February 2024, the Genesis Entities entered into a settlement agreement with the NYAG to resolve the NYAG's allegations against the Genesis Entities, which settlement was subsequently approved by the Bankruptcy Court of the Southern District of New York.

On January 17, 2025, DCG agreed to the entry of a cease-and-desist order and payment of a $38 million civil money penalty arising out of the SEC's allegations that (i) DCG negligently engaged in conduct that misled investors about the impact of the default on Genesis Capital's financial condition and (ii) DCG's failure to exercise

reasonable care in connection with certain statements concerning Genesis Capital's financial condition created a materially false impression to the public regarding Genesis Capital's financial health.

Furthermore, Genesis Holdco, together with certain of its subsidiaries, filed a voluntary petition for reorganization under Chapter 11 of the U.S. Bankruptcy Code in January 2023. While Genesis Holdco is not a service provider to the Trust, it is a wholly owned subsidiary of DCG, and is an affiliate of the Trust and the Sponsor.

These events have led to significant negative publicity around digital asset market participants including DCG, Genesis and DCG's other affiliated entities. This publicity could negatively impact the reputation of the Sponsor and have an adverse effect on the trading price and/or the value of the Shares. Moreover, sales of a significant number of Shares of the Trust as a result of these events could have a negative impact on the trading price of the Shares.

These events have also led to a substantial increase in regulatory and enforcement scrutiny of the industry as a whole and of Digital Asset Trading Platforms in particular, including from the Department of Justice, the SEC, the CFTC, the White House and Congress. For example, in June 2023, the SEC brought charges against Binance (the "Binance Complaint") and Coinbase (the "Coinbase Complaint"), alleging that they solicited U.S. investors to buy, sell, and trade "crypto asset securities" through their unregistered trading platforms and operated unregistered securities exchanges, brokerages and clearing agencies. Binance subsequently announced that it would be suspending USD deposits and withdrawals on Binance.US and that it plans to delist its USD trading pairs. In addition, in November 2023, the SEC brought similar charges against Kraken (the "Kraken Complaint"), alleging that it operated as an unregistered securities exchange, brokerage and clearing agency. The Binance Complaint, the Coinbase Complaint and the Kraken Complaint have led, and may in the future lead, to further volatility in digital asset prices. Between February 2025 and May 2025, the SEC entered into court-approved joint stipulations to dismiss each of the Binance Complaint, Coinbase Complaint and the Kraken Complaint. The SEC has terminated its investigation or enforcement action into many other digital asset market participants as well.

In January 2025, the SEC launched a crypto task force dedicated to developing a comprehensive and clear regulatory framework for digital assets led by Commissioner Hester Peirce. Subsequently, Commissioner Peirce announced a list of specific priorities to further that initiative, which included pursuing final rules related to a digital asset's security status, a revised path to registered offerings and listings for digital asset-based investment vehicles, and clarity regarding digital asset custody, lending and staking.

Digital asset markets have also been negatively impacted by the failure of entities perceived to be integral to the digital asset ecosystem. For example, in March 2023, state banking regulators placed Silicon Valley Bank and Signature Bank into Federal Deposit Insurance Corporation ("FDIC") receiverships. Also, in March 2023, Silvergate Bank announced plans to wind down and liquidate its operations. Because these banks were perceived to be the banks most open to providing services for the digital asset ecosystem in the United States, their failures may impact the willingness of banks (based on regulatory pressure or otherwise) to provide banking services to digital asset market participants. In addition, because these banks were perceived to be the banks most open to providing services for the digital asset ecosystem, their failure has caused a number of companies that provide digital asset-related services to be unable to find banks that are willing to provide them with such banking services. The inability to access banking services could negatively impact digital asset market participants and therefore the value of digital assets, including HYPE, and thus the Shares. In addition, although these events occurred prior to the creation of the Trust and therefore did not have an impact directly on the Trust or the Sponsor when these bank failures occurred, it is possible that a future closing of a bank with which the Trust or the Sponsor has a financial relationship could subject the Trust or the Sponsor to adverse conditions and pose challenges in finding an alternative suitable bank to provide the Trust or the Sponsor with bank accounts and banking services.

Events such as these that impact the wider digital asset ecosystem are continuing to develop and change at a rapid pace and it is not possible to predict at this time all of the risks that they may pose to the Sponsor, the Trust, their affiliates and/or the Trust's third-party service providers, or on the digital asset industry as a whole.

Continued disruption and instability in the digital asset markets as these events develop, including declines in the trading prices and liquidity of HYPE, or the failure of service providers to the Trust, could have a material adverse effect on the value of the Shares and the Shares could lose all or substantially all of their value.

***The value of the Shares relates directly to the value of HYPE, the value of which may be highly volatile and subject to fluctuations due to a number of factors.***

The value of the Shares relates directly to the value of the HYPE held by the Trust and fluctuations in the price of HYPE could adversely affect the value of the Shares. The market price of HYPE may be highly volatile, and subject to a number of factors, including:

- an increase in the global HYPE supply that is publicly available for trading;
- manipulative trading activity on Digital Asset Trading Platforms, which, in many cases, are largely unregulated;
- the adoption of HYPE as a medium of exchange, store-of-value or other consumptive asset and the maintenance and development of the open-source software protocol of the Hyperliquid Network;
- forks in the Hyperliquid Network;
- investors' expectations with respect to interest rates, the rates of inflation of fiat currencies or HYPE, and Digital Asset Trading Platform rates;
- consumer preferences and perceptions of HYPE specifically and digital assets generally;
- fiat currency withdrawal and deposit policies on Digital Asset Trading Platforms;
- the liquidity of Digital Asset Markets and any increase or decrease in trading volume on Digital Asset Markets;
- investment and trading activities of large investors that invest directly or indirectly in HYPE, including trading activity related to so-called digital asset treasury companies or similar vehicles that are intended to provide investors with indirect exposure to HYPE;
- a "short squeeze" resulting from speculation on the price of HYPE, if aggregate short exposure exceeds the number of Shares available for purchase;
- an active derivatives market for HYPE or for digital assets generally;
- a determination that HYPE is a security or changes in HYPE's status under the federal securities laws;
- monetary policies of governments, trade restrictions, currency devaluations and revaluations and regulatory measures or enforcement actions, if any, that restrict the use of HYPE as a form of payment or the purchase of HYPE on the Digital Asset Markets;
- global or regional political, economic or financial conditions, events and situations, such as the novel coronavirus outbreak;
- fees associated with processing a HYPE transaction and the speed at which HYPE transactions are settled on the Hyperliquid Network;
- interruptions in service from or closures or failures of major Digital Asset Trading Platforms;
- decreased confidence in Digital Asset Trading Platforms due to the largely unregulated nature and lack of transparency surrounding the operations of Digital Asset Trading Platforms;
- increased competition from other forms of digital assets or payment services; and
- the Trust's own acquisitions or dispositions of HYPE, since there is no limit on the amount of HYPE that the Trust may acquire.

In addition, there is no assurance that HYPE will maintain its value in the long or intermediate term. In the event that the price of HYPE declines, the Sponsor expects the value of the Shares to decline proportionately. The value of HYPE as represented by the Index Price or by the Trust's principal market may also be subject to momentum pricing due to speculation regarding future appreciation in value, leading to greater volatility that could adversely affect the value of the Shares. Momentum pricing typically is associated with growth stocks and other assets whose valuation, as determined by the investing public, accounts for future appreciation in value, if any. The Sponsor believes that momentum pricing of HYPE has resulted, and may continue to result, in speculation regarding future appreciation in the value of HYPE, inflating and making the Index Price more volatile. As a result, HYPE may be more likely to fluctuate in value due to changing investor confidence, which could impact future appreciation or depreciation in the Index Price and could adversely affect the value of the Shares.

***Many DEXs, including the decenteralized exchange on the Hyperliquid Network, operate without regulatory supervision, oversight, or authorization from the SEC, the CFTC, or other regulatory bodies.***

Many DEXs, including the decentralized exchange on the Hyperliquid Network, operate without regulatory supervision, oversight, or authorization from the SEC, the CFTC, or other regulatory bodies. As regulators create regulations for or apply existing regulations to these platforms, these platforms may be deemed illegal or subjected to abrupt, restrictive regulation. Such actions could force the immediate shutdown of these platforms, render tokens held in smart contracts inaccessible, or cause severe volatility in token prices. Any such regulation could impact the value of HYPE and the Shares.

***The decentralized exchange on the Hyperliquid Network offers perpetual futures contracts that allow for high leverage, which are not registered with the CFTC or the SEC, and are generally not legally permitted to be offered, sold, or traded by most U.S. persons or from within the United States.***

The decentralized exchange on the Hyperliquid Network offers perpetual futures contracts that allow for high leverage, which are not registered with the CFTC or the SEC, and may be considered "swaps" under U.S. law, and thus are not legally permitted to be offered, sold, or traded by U.S. persons or from within the United States, unless the traders meet certain eligibility criteria or the contracts are traded on particular regulated platforms.

To the extent that the Hyperliquid Network geoblocks U.S. users, these geoblocks might be circumvented by utilizing virtual private networks ("VPNs"), proxy servers, or other anonymizing technologies that mask users' actual IP address and location. Geoblocks also may only apply to the front-end user interface, and, due to the nature of smart contracts being accessible to anyone with an internet connection and compatible wallet, may be avoidable by users who have the knowledge to interact with the smart contracts directly. To the extent that U.S. persons are currently accessing the Hyperliquid Network's DEX using these means, and the Hyperliquid Network increases its geoblocking mechanisms to prevent such circumvention, there many be lower usage of the DEX, which could lead to less demand for HYPE, negatively impacting the value of the Shares.

If U.S. regulators determine that DEXs, including the DEX operating on the Hyperliquid Network, are subject to federal commodities or securities laws, or find that a DEX, such as the Hyperliquid Network, failed to prevent U.S. users from accessing legally impermissible products, the individuals or entities associated with the Hyperliquid Network could face enforcement actions. Any such action could have a negative impact on the value of HYPE and the Shares.

***Due to the largely unregulated nature and lack of transparency surrounding the operations of Digital Asset Trading Platforms, they may experience fraud, market manipulation, business failures, security failures or operational problems, which may adversely affect the value of HYPE and, consequently, the value of the Shares.***

Digital Asset Trading Platforms, including the decentralized exchange on the Hyperliquid Network, are relatively new and, in many ways, are not subject to, or may not comply with, regulation in relevant jurisdictions in a manner similar to other regulated trading platforms, such as national securities exchanges or designated contract markets. While many prominent Digital Asset Trading Platforms provide the public with significant information regarding their on-chain activities, ownership structure, management teams, corporate practices, cybersecurity practices and regulatory compliance, many other Digital Asset Trading Platforms do not provide this information. Furthermore, while Digital Asset Trading Platforms are and may continue to be subject to federal and state licensing requirements in the United States, Digital Asset Trading Platforms do not currently appear to be subject to

regulation in a similar manner as other regulated trading platforms, such as national securities exchanges or designated contract markets. As a result, the marketplace may lose confidence in Digital Asset Trading Platforms, including prominent trading platforms that handle a significant volume of HYPE trading.

Many Digital Asset Trading Platforms, including the decentralized exchange on the Hyperliquid Network, both in the United States and abroad, are unlicensed, not subject to, or not in compliance with, regulation in relevant jurisdictions, or operate without extensive supervision by governmental authorities. In particular, those located outside the United States, including the decentralized exchange on the Hyperliquid Network, may be subject to significantly less stringent regulatory and compliance requirements in their local jurisdictions and may take the position that they are not subject to laws and regulations that would apply to a national securities exchange or designated contract market in the United States, or may, as a practical matter, be beyond the ambit of U.S. regulators. As a result, trading activity on or reported by these Digital Asset Trading Platforms or the Hyperliquid Network's DEX is generally significantly less regulated than trading activity on or reported by regulated U.S. securities and commodities markets, and may reflect behavior that would be prohibited in regulated U.S. trading venues. For example, in 2022 one report claimed that trading volumes on Digital Asset Trading Platforms were inflated by over 70% due to false or non-economic trades, with specific focus on unlicensed trading platforms located outside of the United States. Such reports may indicate that the Digital Asset Trading Platform Market is significantly smaller than expected and that the U.S. makes up a significantly larger percentage of the Digital Asset Trading Platform Market than is commonly understood, or that a much larger portion of digital asset market activity takes place on decentralized finance platforms than is commonly understood. Nonetheless, any actual or perceived false trading in the Digital Asset Trading Platform Market, and any other fraudulent or manipulative acts and practices, could adversely affect the value of HYPE and/or negatively affect the market perception of HYPE, which could in turn adversely impact the value of the Shares.

The SEC has also identified possible sources of fraud and manipulation in the Digital Asset Markets generally, including, among others (1) "wash-trading"; (2) persons with a dominant position in a digital asset manipulating pricing in such digital asset; (3) hacking of the underlying digital asset network and trading platforms; (4) malicious control of the underlying digital asset network; (5) trading based on material, non-public information (for example, plans of market participants to significantly increase or decrease their holdings in a digital asset, new sources of demand for a digital asset) or based on the dissemination of false and misleading information; (6) manipulative activity involving purported "stablecoins," including Tether; and (7) fraud and manipulation at Digital Asset Markets. The use or presence of such acts and practices in the Digital Asset Markets could, for example, falsely inflate the volume of HYPE present in the Digital Asset Markets or cause distortions in the price of HYPE, among other things that could adversely affect the Trust or cause losses to shareholders. Moreover, tools to detect and deter fraudulent or manipulative trading activities, such as market manipulation, front-running of trades, and wash-trading, may not be available to or employed by Digital Asset Markets, or may not exist at all. Many Digital Asset Markets also lack certain safeguards put in place by exchanges for more traditional assets to enhance the stability of trading on the exchanges and prevent "flash crashes," such as limit-down circuit breakers. As a result, the prices of HYPE on Digital Asset Markets may be subject to larger and/or more frequent sudden declines than assets traded on more traditional exchanges.

In addition, over the past several years, some Digital Asset Trading Platforms have been closed, been subject to criminal and civil litigation and have entered into bankruptcy proceedings due to fraud and manipulative activity, business failure and/or security breaches. In many of these instances, the customers of such Digital Asset Trading Platforms were not compensated or made whole for the partial or complete losses of their account balances in such Digital Asset Trading Platforms. In some instances, customers are made whole only in dollar terms as of the Digital Asset Trading Platform's date of failure, rather than on a digital asset basis, meaning customers may still lose out on any price increase in digital assets.

While smaller Digital Asset Trading Platforms are less likely to have the infrastructure and capitalization that make larger Digital Asset Trading Platforms more stable, larger Digital Asset Trading Platforms are more likely to be appealing targets for hackers and malware. For example, in February 2025, hackers reportedly compromised a transaction from Bybit's multisignature cold wallets, enabling the hackers to steal over $1.5 billion of Ether from Bybit. Shortcomings or ultimate failures of larger Digital Asset Trading Platforms are more likely to have contagion effects on the digital asset ecosystem, including the price of HYPE, and therefore may also be more likely to be targets of regulatory enforcement action. For example, in November 2022, FTX, another of the world's largest

Digital Asset Trading Platforms, filed for bankruptcy protection and subsequently halted customer withdrawals as well as trading on its FTX.US platform. Fraud, security failures and operational problems all played a role in FTX's issues and downfall. Moreover, Digital Asset Trading Platforms have been a subject of enhanced regulatory and enforcement scrutiny, and Digital Asset Markets have experienced continued instability, following the failure of FTX. In particular, in June 2023, the SEC brought the Binance Complaint and Coinbase Complaint, alleging that Binance and Coinbase operated unregistered securities exchanges, brokerages and clearing agencies. In addition, in November 2023, the SEC brought the Kraken Complaint, alleging that Kraken operated as an unregistered securities exchange, brokerage and clearing agency. Between February 2025 and May 2025, the SEC entered into court-approved joint stipulations to dismiss each of the Binance Complaint, Coinbase Complaint and the Kraken Complaint. The SEC has terminated its investigation or enforcement action into many other digital asset market participants as well.

Negative perception, a lack of stability and standardized regulation in the Digital Asset Markets and/or the closure or temporary shutdown of Digital Asset Trading Platforms due to fraud, business failure, security breaches or government mandated regulation, and associated losses by customers, may reduce confidence in the Hyperliquid Network and result in greater volatility in the prices of HYPE. Furthermore, the closure or temporary shutdown of a Digital Asset Trading Platform used in calculating the Index Price may result in a loss of confidence in the Trust's ability to determine its NAV on a daily basis. These potential consequences of such a Digital Asset Trading Platform's failure could adversely affect the value of the Shares.

***Digital Asset Trading Platforms, including the decentralized exchange on the Hyperliquid Network, may be exposed to front-running.***

Digital Asset Trading Platforms may be susceptible to "front-running," which refers to the process when someone uses technology or market, including the decentralized exchange on the Hyperliquid Network, advantage to get prior knowledge of upcoming transactions. Front-running is a frequent activity on centralized as well as decentralized trading platforms. By using bots functioning on a millisecond-scale timeframe, bad actors are able to take advantage of the forthcoming price movement and make economic gains at the cost of those who had introduced these transactions. The objective of a front runner is to buy tokens at a low price and later sell them at a higher price while simultaneously exiting the position. To the extent that front-running occurs, it may result in investor frustrations and concerns as to the price integrity of Digital Asset Trading Platforms and digital assets more generally.

***Digital Asset Trading Platforms, including the decentralized exchange on the Hyperliquid Network, may be exposed to wash-trading.***

Digital Asset Trading Platforms, including the decentralized exchange on the Hyperliquid Network, may be susceptible to wash-trading. Wash-trading occurs when offsetting trades are entered into for other than bona fide reasons, such as the desire to inflate reported trading volumes. Wash-trading may be motivated by non-economic reasons, such as a desire for increased visibility on popular websites that monitor markets for digital assets so as to improve a trading platform's attractiveness to investors who look for maximum liquidity, or it may be motivated by the ability to attract listing fees from token issuers who seek the most liquid and high-volume trading platforms on which to list their tokens. Results of wash-trading may include unexpected obstacles to trade and erroneous investment decisions based on false information.

Even in the United States, there have been allegations of wash-trading even on regulated venues. Any actual or perceived false trading on Digital Asset Trading Platforms, and any other fraudulent or manipulative acts and practices, could adversely affect the value of HYPE and/or negatively affect the market perception of HYPE.

To the extent that wash-trading either occurs or appears to occur in Digital Asset Trading Platforms, investors may develop negative perceptions about HYPE and the digital assets industry more broadly, which could adversely impact the price of HYPE and, therefore, the price of the Shares. Wash-trading also may place more legitimate Digital Asset Trading Platforms at a relative competitive disadvantage.

***The lack of active trading markets for the Shares may result in losses on investors' investments at the time of disposition of Shares.***

Although the Shares are expected to be publicly listed and traded on the NASDAQ, there can be no guarantee that an active trading market for the Trust will develop or be maintained. If shareholders need to sell their Shares at a time when no active market for them exists, the price shareholders receive for their Shares, assuming they are able to sell them, likely will be lower than the price that shareholders would receive if an active market did exist and, accordingly, a shareholder may suffer losses.

***Possible illiquid markets may exacerbate losses or increase the variability between the Trust's NAV and its market price.***

HYPE is a novel asset with a limited trading history. Therefore, the markets for HYPE may be less liquid and more volatile than other markets for more established products, such as futures contracts for traditional physical commodities. It may be difficult to execute a HYPE trade at a specific price when there is a relatively small volume of buy and sell orders in the HYPE market. A market disruption can also make it more difficult to liquidate a position or find a suitable counterparty at a reasonable cost.

Market illiquidity may cause losses for the Trust. The large size of the positions that the Trust may acquire could increase the risk of illiquidity, by both making the positions more difficult to liquidate and increasing the losses incurred while trying to do so, should the Trust need to liquidate its HYPE. Any type of disruption or illiquidity will potentially be exacerbated due to the fact that the Trust will only invest in HYPE, which is highly concentrated.

As of the date of this filing, the total market value of the HYPE circulating supply is approximately $14.7 billion, comprised of approximately 254.2 million HYPE. On average over the last 30 days, over any given 24-hour period, the reported global HYPE trading volume was approximately $237.9 million. Comparatively, Bitcoin had a market capitalization of $1.5 trillion and an average daily trading volume of $7.4 billion and Ether had a market capitalization of $255.7 billion and an average daily trading volume of $3.8 billion. Both Bitcoin and Ether are held by exchange-traded products with a structure substantially similar to the Trust.

***The Index has a limited history and a failure of the Index Price could adversely affect the value of the Shares.***

The Index has a limited history and the Index Price is a composite reference rate calculated using trading price data from various Digital Asset Trading Platforms chosen by the Index Provider. The Index was launched on July 31, 2025. The Digital Asset Trading Platforms chosen by the Index Provider have also changed over time. The Index Provider may remove or add Digital Asset Trading Platforms to the Index in the future at its discretion. For more information on the inclusion criteria for Digital Asset Trading Platforms in the Index, see "Business—Overview of the Hyperliquid Industry and Market—The Index and the Index Price."

Although the Index is designed to accurately capture the market price of HYPE, third parties may be able to purchase and sell HYPE on public or private markets not included among the constituent Digital Asset Trading Platforms of the Index, and such transactions may take place at prices materially higher or lower than the Index Price. Moreover, there may be variances in the prices of HYPE 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. For example, based on data provided by the Index Provider, on any given day during the twelve months ended March 31, 2026, the maximum differential between the 4:00 p.m., New York time spot price of any single Digital Asset Trading Platform included in the Index and the Index Price was 36.22% and the average of the maximum differentials of the 4:00 p.m., New York time, spot price of each Digital Asset Trading Platform included in the Index and the Index Price was 9.51%. During this same period, the average differential between the 4:00 p.m., New York time, spot prices of all the Digital Asset Trading Platforms included in the Index and the Index Price was 0.13%. All Digital Asset Trading Platforms that were included in the Index throughout the period were considered in this analysis. To the extent such prices differ materially from the Index Price, investors may lose confidence in the Shares' ability to track the market price of HYPE, which could adversely affect the value of the Shares.

***A decline in the adoption of HYPE or the Hyperliquid Network could negatively impact the Trust.***

The Sponsor will not have any strategy relating to the development of HYPE and the Hyperliquid Network. However, a lack of expansion in usage of HYPE and the Hyperliquid Network could adversely affect an investment in Shares.

The further development and acceptance of the Hyperliquid Network, which is part of a new and rapidly changing industry, is subject to a variety of factors that are difficult to evaluate. The slowing, stopping or reversing of the development or acceptance or usage of the Hyperliquid Network may adversely affect the price of HYPE and therefore an investment in the Shares. The further adoption of HYPE will require growth of the Hyperliquid Network. Adoption of HYPE will also require an accommodating regulatory environment.

In addition, there is no assurance that HYPE will maintain its value over the long term. The price of HYPE is subject to risks related to its usage. Even if growth in Hyperliquid Network adoption occurs in the near or medium term, there is no assurance that HYPE usage will continue to grow over the long term. A contraction in use of HYPE may result in increased volatility or a reduction in the price of HYPE, which would adversely impact the value of the Shares.

***The Index Price used to calculate the value of the Trust's HYPE may be volatile, and purchasing and selling activity in the Digital Asset Markets associated with Basket creations and redemptions may affect the Index Price and Share trading prices, adversely affecting the value of the Shares.***

The price of HYPE on public Digital Asset Trading Platforms has a very limited history, and during this history, HYPE 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 is designed to limit exposure to the interruption of individual Digital Asset Trading Platforms, the Index Price, and the price of HYPE generally, remain subject to volatility experienced by Digital Asset Trading Platforms, and such volatility could adversely affect the value of the Shares. For example, during the twelve months ended March 31, 2026, the Index Price ranged from $10.63 to $58.60, with the straight average being $34.77. The Sponsor has not observed a material difference between the Index Price and average prices from the constituent Digital Asset Trading Platforms individually or as a group. The price of HYPE more generally has experienced volatility similar to the Index Price during these periods. See "Business—Overview of the Hyperliquid Industry and Market—Historical HYPE Prices."

Furthermore, because the number of Digital Asset Trading Platforms is limited, the Index will necessarily be comprised of a limited number of Digital Asset Trading Platforms. If a Digital Asset Trading Platform were subjected to regulatory, volatility or other pricing issues, the Index Provider would have limited ability to remove such Digital Asset Trading Platform from the Index, which could skew the price of HYPE as represented by the Index. Trading on a limited number of Digital Asset Trading Platforms may result in less favorable prices and decreased liquidity of HYPE and, therefore, could have an adverse effect on the value of the Shares.

Purchasing activity associated with acquiring HYPE required for the creation of Baskets may increase the market price of HYPE on the Digital Asset Markets, which will result in higher prices for the Shares. Alternatively, selling activity associated with sales of HYPE withdrawn from the Trust in connection with the redemption of Baskets may decrease the market price of HYPE on the Digital Asset Markets, which will result in lower prices for the Shares. Increases or decreases in the market price of HYPE may also occur as a result of the purchasing or selling activity of other market participants. Other market participants may attempt to benefit from an increase or decrease in the market price of HYPE that may result from increased purchasing or selling activity of HYPE connected with the creation or redemption of Baskets. Consequently, the market price of HYPE may decline immediately after Baskets are created. Decreases in the market price of HYPE may also occur as a result of sales in Secondary Markets by other market participants. If the Index Price declines, the value of the Shares will generally also decline.

***Competition from the emergence or growth of other digital assets could have a negative impact on the price of HYPE and adversely affect the value of the Shares.***

As of March 31, 2026, HYPE was the tenth largest digital asset by market capitalization, as tracked by CoinMarketCap.com. As of March 31, 2026, the digital assets tracked by CoinMarketCap.com had a total market capitalization of approximately $2.1 trillion (including the approximately $9.4 billion market cap of HYPE), as calculated using market prices and total available supply of each digital asset, excluding stablecoins and tokens pegged to other assets. HYPE faces competition from a wide range of digital assets. Many consortiums and financial institutions are also researching and investing resources into private or permissioned blockchain platforms rather than open platforms like the Hyperliquid Network. In addition, HYPE is supported by fewer trading platforms than more established digital assets, such as Bitcoin and Ether, which could impact its liquidity, especially for regulated financial market activities. In addition, the Hyperliquid Network is in direct competition with other networks that support decentralized exchanges, such as Ethereum, Solana, and the BNB Smart Chain, as well as non-blockchain based exchanges, such as Digital Asset Trading Platforms. Competition from the emergence or growth of alternative digital assets in the smart contract platforms sectors could have a negative impact on the demand for, and price of, HYPE and thereby adversely affect the value of the Shares.

Investors may also invest in HYPE through means other than the Shares, including through direct investments in HYPE and other financial vehicles, including securities backed by or linked to HYPE and digital asset financial vehicles similar to the Trust. In particular, the Trust and the Sponsor face competition with respect to the creation of competing exchange-traded spot HYPE products, among other digital asset vehicles. Whether the Trust is successful in maintaining its scale and achieving its intended competitive position may be impacted by a range of factors, including the Trust's timing in entering the market relative to competing spot HYPE exchange-traded products, its fee structure relative to those competing products. The Trust's competitors may also charge a substantially lower fee than the Sponsor's Fee in an effort to achieve initial market acceptance and scale, which could cause investors to favor such competing products over the Trust. If the Trust fails to continue to maintain or grow sufficient scale due to competition, the Sponsor may have difficulty raising sufficient revenue to cover the costs associated with maintaining the Trust and such shortfalls could impact the Sponsor's ability to properly invest in robust ongoing operations and controls of the Trust to minimize the risk of operating events, errors, or other forms of losses to the shareholders. Furthermore, the Trust may fail to continue to attract adequate liquidity in the secondary market due to such competition, resulting in a small number of Authorized Participants willing to make a market in the Shares, which in turn could result in the Shares trading at a significant premium or discount for extended periods. Likewise, market and financial conditions, among other conditions outside the Sponsor's control, may cause investors to find it more attractive to gain exposure to HYPE through other vehicles, rather than the Trust.

In addition, to the extent digital asset financial vehicles other than the Trust tracking the price of HYPE are formed and represent a significant proportion of the demand for HYPE, large purchases or redemptions of the securities of these digital asset financial vehicles, or private funds holding HYPE, could negatively affect the Index Price, the NAV, the NAV per Share, the value of the Shares, the Principal Market NAV and the Principal Market NAV per Share. Accordingly, there can be no assurance that the Trust will be able to maintain its scale and achieve its intended competitive positioning relative to competitors, which could adversely affect the performance of the Trust and the value of the Shares.

***Congestion or delay in the Hyperliquid Network may delay purchases or sales of HYPE by the Trust.***

Increased transaction volume could result in delays in the recording of transactions on the Hyperliquid Network. Moreover, unforeseen system failures, disruptions in operations, or poor connectivity may also result in delays in the recording of transactions on the Hyperliquid Network. The Hyperliquid Network and related infrastructure have experienced operational issues. For example, on April 1, 2026, the HyperEVM block explorer interface did not display newly produced blocks for a period of time, although block production on the network continued. In addition, the Hyperliquid Network has experienced prior instances of network instability and disruptions associated with trading activity and protocol mechanics. While such events have not occurred frequently, they have occurred and may recur, particularly during periods of elevated trading activity or system stress. Any delay in the Hyperliquid Network could affect an Authorized Participant's ability to buy or sell HYPE at an advantageous price resulting in decreased confidence in the Hyperliquid Network. Over the longer term, delays in confirming transactions could reduce the attractiveness to merchants and other commercial parties as a means of payment. As a result, the Hyperliquid Network and the value of the Trust would be adversely affected.

***The SEC has approved generic listing standards for commodity-based trust shares and may approve other applications under Rule 19b-4 of the Exchange Act to list competing digital assets as exchange-traded products, which could reduce demand for, and the price of, HYPE and adversely impact the value of the Shares.***

To date, the SEC has approved applications under Rule 19b-4 of the Exchange Act to list spot digital asset exchange-traded products which hold Bitcoin and Ether as well as generic listing standards for commodity-based trust shares holding digital assets. To the extent competing digital asset exchange-traded products, other than those which hold HYPE, come to represent a significant proportion of the demand for digital assets generally, demand for, and the price of, HYPE could be reduced. Such reduced demand could in turn negatively affect the Index Price, the NAV, the NAV per Share, the value of the Shares, the Principal Market NAV and the Principal Market NAV per Share. Accordingly, there can be no assurance that the Trust will be able to maintain its scale and achieve its intended competitive positioning relative to competitors, which could adversely affect the performance of the Trust and the value of the Shares.

***Competition from central bank digital currencies ("CBDCs") and emerging payments initiatives involving financial institutions could adversely affect the price of HYPE and other digital assets.***

Central banks in various countries have introduced digital forms of legal tender CBDCs. China's CBDC project, known as Digital Currency Electronic Payment, has reportedly been tested in a live pilot program conducted in multiple cities in China. Central banks representing at least 130 countries have published retail or wholesale CBDC work ranging from research to pilot projects. Whether or not they incorporate blockchain or similar technology, CBDCs, as legal tender in the issuing jurisdiction, could have an advantage in competing with, or replace, HYPE and other cryptocurrencies as a medium of exchange or store of value. Central banks and other governmental entities have also announced cooperative initiatives and consortia with private sector entities, with the goal of leveraging blockchain and other technology to reduce friction in cross-border and interbank payments and settlement, and commercial banks and other financial institutions have also recently announced a number of initiatives of their own to incorporate new technologies, including blockchain and similar technologies, into their payments and settlement activities, which could compete with, or reduce the demand for, HYPE. As a result of any of the foregoing factors, the price of HYPE could decrease, which could adversely affect an investment in the Trust.

***Prices of HYPE may be affected due to stablecoins (including Tether and USDC), the activities of stablecoin issuers and their regulatory treatment.***

While the Trust does not invest in stablecoins, it may nonetheless be exposed to these and other risks that stablecoins pose for the market for HYPE and other digital assets. Stablecoins are digital assets designed to have a stable value over time as compared to typically volatile digital assets, and are typically marketed as being pegged to the value of a referenced asset, normally a fiat currency, such as the U.S. dollar. Although the prices of stablecoins are intended to be stable compared to their referenced asset, in many cases their prices fluctuate, sometimes significantly. This volatility has in the past impacted the prices of certain digital assets, and has at times caused certain stablecoins to lose their "peg" to the underlying fiat currency. Stablecoins are a relatively new phenomenon, and it is impossible to know all of the risks that they could pose to participants in the digital asset markets. In addition, some have argued that some stablecoins, particularly Tether, are improperly issued without sufficient backing in a way that could cause artificial rather than genuine demand for digital assets, raising their prices. Regulators have also charged stablecoin issuers with violations of law or otherwise required certain stablecoin issuers to cease certain operations. For example, on February 17, 2021, the New York Attorney General entered into an agreement with Tether's operators, requiring them to cease any further trading activity with New York persons and pay $18.5 million in penalties for false and misleading statements made regarding the assets backing Tether. On October 15, 2021, the CFTC announced a settlement with Tether's operators in which they agreed to pay $42.5 million in fines to settle charges that, among others, Tether's claims that it maintained sufficient U.S. dollar reserves to back every Tether stablecoin in circulation with the "equivalent amount of corresponding fiat currency" held by Tether were untrue.

USDC is a reserve-backed stablecoin issued by Circle Internet Financial that is commonly used as a method of payment in digital asset markets, including the HYPE market and on the Hyperliquid Network. The issuer of USDC uses the Circle Reserve Fund to hold cash, U.S. Treasury bills, notes and other obligations issued or guaranteed as to principal and interest by the U.S. Department of the Treasury, and repurchase agreements secured by such obligations or cash, which serve as reserves backing USDC stablecoins. While USDC is designed to maintain a

stable value at 1 U.S. dollar at all times, on March 10, 2023, the value of USDC fell below $1.00 (and remained below for multiple days) after Circle Internet Financial disclosed that $3.3 billion of the USDC reserves were held at Silicon Valley Bank, which had entered FDIC receivership earlier that day. Popular stablecoins are reliant on the U.S. banking system and U.S. treasuries, and the failure of either to function normally could impede the function of stablecoins or lead to outsized redemption requests, and therefore could adversely affect the value of the Shares.

Given the role that stablecoins play in global digital asset markets, their fundamental liquidity can have a dramatic impact on the broader digital asset market, including the market for HYPE. Because a large portion of the digital asset market still depends on stablecoins such as Tether and USDC, there is a risk that a disorderly de-pegging or a run on Tether or USDC could lead to dramatic market volatility in, and/or materially and adversely affect the prices of, digital assets more broadly.

Volatility in stablecoins, operational issues with stablecoins (for example, technical issues that prevent settlement), concerns about the sufficiency of any reserves that support stablecoins, or regulatory concerns about stablecoin issuers or intermediaries, such as Bitcoin spot markets, that support stablecoins, could impact individuals' willingness to trade on trading venues that rely on stablecoins and could impact the price of HYPE, and in turn, an investment in the Shares.

***The price of HYPE may become closely correlated with other asset classes.***

Returns from investing in HYPE have at times diverged from and/or have not been correlated with those associated with other asset classes, but there can be no assurance that there will be any such divergence, either generally or with respect to any particular asset class, or that price movements will not be correlated. In addition, there is no assurance that HYPE will maintain its value in the long, intermediate, short, or any other term. In the event that the price of HYPE declines, the value of the Shares is likely to decline proportionately.

***The Hyperliquid protocol was only conceived in 2023 and the Hyperliquid protocol may not function as intended, which could have an adverse impact on the value of HYPE and an investment in the Shares.***

The development of the Hyperliquid Network is ongoing and, as with any blockchain network or software generally, future disruptions, outages, bugs, or other problems could have a material adverse effect on the value of HYPE and an investment in the Shares. Likewise, the client software implementation and wallets used by users and validators to access the Hyperliquid Network or HYPE could suffer future disruptions, bugs, or other problems that could have a material adverse effect on the value of HYPE and an investment in the Shares.

**Risk Factors Related to the Trust and the Shares**

***The Trust relies on third-party service providers to perform certain functions essential to the affairs of the Trust and the replacement of such service providers could pose a challenge to the safekeeping of the Trust's HYPE and to the operations of the Trust.***

The Trust relies on the Custodian, the Authorized Participants and other third-party service providers to perform certain functions essential to managing the affairs of the Trust. In addition, Liquidity Providers are relied upon to facilitate the purchase and sale of HYPE in connection with creations and redemptions of Shares in cash ("Cash Orders"), and the Transfer Agent and Grayscale Investments Sponsors, LLC (in such capacity, the "Liquidity Engager") are relied upon to facilitate such Cash Orders. Any disruptions to a service provider's business operations, resulting from business failures, financial instability, security failures, government mandated regulation or operational problems, could have an adverse impact on the Trust's ability to access critical services and be disruptive to the operations of the Trust and require the Sponsor or the Liquidity Engager, as the case may be, to replace such service provider. Moreover, the Sponsor could decide to replace a service provider to the Trust, or the Liquidity Engager may decide to replace a Liquidity Provider, for other reasons.

If the Sponsor decides, or is required, to replace Anchorage Digital Bank N.A. as the custodian of the Trust's HYPE, transfer of the maintenance responsibilities of the Account to another party or parties will likely be complex and could subject the Trust's HYPE to the risk of loss during the transfer, which could have a negative impact on the performance of the Shares or result in loss of the Trust's assets.

If the Custodian becomes insolvent or subject to a receivership or bankruptcy proceeding, the Trust's operations may be adversely affected, and there is a risk that the insolvency, receivership or bankruptcy of the Custodian may result in the loss of all or a substantial portion of the Trust's assets or in a significant delay in the Trust having access to those assets.

The Custodian Agreement contains an agreement by the parties to treat the HYPE credited to the Trust as "financial assets" under Article 8 of the Uniform Commercial Code as adopted and implemented by South Dakota law ("Article 8"), in addition to stating that the Custodian will serve as a "securities intermediary" within the meaning of Article 8 with respect to such assets. Under Article 8, the Trust's HYPE held in the Trust Account(s) are not general assets of the Custodian and are not available to satisfy claims of creditors of the Custodian.

Further, the Custodian has agreed to hold Trust assets for the benefit of the Trust as the entitlement holder, such assets will not be commingled with the Custodian's proprietary assets. While other types of assets held in a similarly-segregated manner have been deemed not to be part of the asset custodian's bankruptcy estate under various regulatory regimes, bankruptcy courts have not yet fully addressed the appropriate treatment of custodial holdings of digital assets and any such determination may be highly fact-specific.

Given that the contractual protections and legal rights of customers with respect to digital assets held on their behalf by third parties are relatively untested in a bankruptcy or receivership proceeding of an entity such as the Custodian, in the event of an insolvency, receivership or bankruptcy proceeding with respect to the Custodian, there is a risk that the Trust's assets may be considered the property of the bankruptcy estate of the Custodian, and that customers of the Custodian, including the Trust, may be at risk of being treated as general unsecured creditors of the Custodian and subject to the risk of total loss or markdowns on value of such assets. Moreover, even if the Trust's assets ultimately are not treated as part of the Custodian's bankruptcy estate, the automatic stay could apply until the bankruptcy court made such a determination, and the limited precedent and fact-dependent nature of the determination could delay or preclude the return of such assets to the Trust. Further, the bankruptcy court may permit the Custodian to retain possession or custody of its customers' assets until any claims the estate may have against the customers (including the Trust) are resolved.

In addition, the Custodian is a qualified custodian for purposes of Rule 206(4)-2(d)(6) under the Investment Advisers Act and is licensed to custody the Trust's HYPE in trust on the Trust's behalf. However, the SEC previously released proposed amendments in February 2023 to Rule 206(4)-2 that, if enacted as proposed, would amend the definition of a "qualified custodian" under Rule 206(4)-2(d)(6). In June 2025, however, the SEC formally withdrew that proposed rulemaking and stated that it does not intend to issue final rules based on the proposal. However, there can be no assurance that the Custodian would continue to qualify as a "qualified custodian" under a future rule that may be proposed or adopted by the SEC.

To the extent that Sponsor is not able to find a suitable party willing to serve as custodian, the Sponsor may be required to terminate the Trust and liquidate the Trust's HYPE. In addition, to the extent that the Sponsor finds a suitable party and must enter into a modified or separate custodian agreement that is less favorable for the Trust or Sponsor and/or transfer the Trust's assets in a relatively short time period, the safekeeping of the Trust's HYPE may be adversely affected, which may in turn adversely affect value of the Shares. Likewise, if the Sponsor is required to replace any other service provider, they may not be able to find a party willing to serve in such capacity in a timely manner or at all. If the Sponsor decides, or is required, to replace an Authorized Participant and/or if the Liquidity Engager decides, or is required, to replace a Liquidity Provider, this could negatively impact the Trust's ability to create new Shares, which would impact the Shares' liquidity and could have a negative impact on the value of the Shares.

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

The Sponsor's Fee accrues daily in U.S. dollars at an annual rate based on the NAV Fee Basis Amount, which is based on the NAV of the Trust, and is paid to the Sponsor in HYPE. See "Business—Expenses; Sales of HYPE—Disposition of HYPE" and "Business—Expenses; Sales of HYPE—Hypothetical Expense Example." As a result, the amount of Trust's assets represented by each Share declines as the Trust pays the Sponsor's Fee (or sells HYPE in order to raise cash to pay any Additional Trust Expenses), which may cause the Shares to decrease in value over time or dampen any increase in value.

***The value of the Shares may be influenced by a variety of factors unrelated to the value of HYPE.***

The value of the Shares may be influenced by a variety of factors unrelated to the price of HYPE and the Digital Asset Trading Platforms included in the Index that may have an adverse effect on the value of the Shares. These factors include the following factors:

- Unanticipated problems or issues with respect to the mechanics of the Trust's operations and the trading of the Shares may arise, in particular due to the fact that the mechanisms and procedures governing the creation and offering of the Shares and storage of HYPE are relatively novel;

- The Trust could experience difficulties in operating and maintaining its technical infrastructure, including in connection with expansions or updates to such infrastructure, which are likely to be complex and could lead to unanticipated delays, unforeseen expenses and security vulnerabilities;

- The Trust could experience unforeseen issues relating to the performance and effectiveness of the security procedures used to protect the custodial accounts that hold the Trust's HYPE (the "Accounts"), or the security procedures may not protect against all errors, software flaws or other vulnerabilities in the Trust's technical infrastructure, which could result in theft, loss or damage of its assets; or

- Although the Hyperliquid Network does not have any privacy enhancing features at this time, if any such features are introduced to the Hyperliquid Network in the future, service providers may decide to terminate their relationships with the Trust due to concerns that the introduction of privacy enhancing features to the Hyperliquid Network may increase the potential for HYPE to be used to facilitate crime, exposing such service providers to potential reputational harm.

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

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

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

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

The Trust will not hold or trade in commodity interests regulated by the CEA, as administered by the CFTC. Furthermore, the Sponsor believes that the Trust is not a commodity pool for purposes of the CEA, and that neither the Sponsor nor the Trustee is subject to regulation by the CFTC as a commodity pool operator or a commodity trading adviser in connection with the operation of the Trust. Consequently, shareholders will not have the regulatory protections provided to investors in CEA-regulated instruments or commodity pools.

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

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

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

***Security threats to the Trust's Accounts could result in the halting of Trust operations, including the creation and redemption of Baskets, and a loss of Trust assets or damage to the reputation of the Trust, each of which could result in a reduction in the value of the Shares.***

Security breaches, computer malware and computer hacking attacks have been a prevalent concern in relation to digital assets. The Sponsor believes that the Trust's HYPE held in the Accounts will be an appealing target to hackers or malware distributors seeking to destroy, damage or steal the Trust's HYPE and will only become more appealing as the Trust's assets grow. To the extent that the Trust, the Sponsor or the Custodian are unable to identify and mitigate or stop new security threats or otherwise adapt to technological changes in the digital asset industry, the Trust's HYPE may be subject to theft, loss, destruction or other attack.

The Sponsor believes that the security procedures in place for the Trust, including, but not limited to, offline storage, or cold storage, for a substantial portion of the Trust's HYPE, multiple encrypted private key "shards", usernames, passwords and 2-step verification, are reasonably designed to safeguard the Trust's HYPE. Nevertheless, the security procedures cannot guarantee the prevention of any loss due to a security breach, software defect or act of God that may be borne by the Trust. Additionally, because a portion of the Trust's HYPE from time to time will be held in hot storage, such HYPE will be more vulnerable to a potential hack or other cyberattack that could lead to a loss of Trust assets.

The security procedures and operational infrastructure may be breached due to the actions of outside parties, error or malfeasance of an employee of the Sponsor, the Custodian, or otherwise, and, as a result, an unauthorized party may obtain access to an Account, the relevant private keys (and therefore HYPE) or other data of the Trust. Additionally, outside parties may attempt to fraudulently induce employees of the Sponsor or the Custodian to disclose sensitive information in order to gain access to the Trust's infrastructure. As the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently, or may be designed to remain dormant until a predetermined event and often are not recognized until launched against a target, the Sponsor and the Custodian may be unable to anticipate these techniques or implement adequate preventative measures. Moreover, the Custodian will not be liable for any claims or losses arising out of or relating to the acts and/or omissions of any unauthorized third parties, except to the extent such losses are caused by the Custodian's negligence, fraud or willful misconduct.

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

***HYPE transactions are irrevocable and stolen or incorrectly transferred HYPE may be irretrievable. As a result, any incorrectly executed HYPE transactions could adversely affect the value of the Shares.***

HYPE transactions are typically not reversible without the consent and active participation of the recipient of the transaction. Once a transaction has been verified and recorded in a block that is added to the Blockchain, an incorrect transfer or theft of HYPE generally will not be reversible and the Trust may not be capable of seeking compensation for any such transfer or theft. Although the Trust's transfers of HYPE will regularly be made to or from the Trust's Accounts with the Custodian, it is possible that, through computer or human error, or through theft or criminal action, the Trust's HYPE could be transferred from the Trust's Accounts with the Custodian in incorrect amounts or to unauthorized third parties, or to uncontrolled accounts. To the extent that the Trust is unable to successfully seek redress for such error or theft, such loss could adversely affect an investment in the Trust.

Such events have occurred in connection with digital assets in the past. To the extent that the Trust is unable to seek a corrective transaction with such third party or is incapable of identifying the third party which has received the Trust's HYPE through error or theft, the Trust will be unable to revert or otherwise recover incorrectly

transferred HYPE. The Trust will also be unable to convert or recover its HYPE transferred to uncontrolled accounts. To the extent that the Trust is unable to seek redress for such error or theft, such loss could adversely affect the value of the Shares.

***The lack of full insurance and shareholders' limited rights of legal recourse against the Trust, Trustee, Sponsor, Transfer Agent and Custodian expose the Trust and its shareholders to the risk of loss of the Trust's HYPE for which no person or entity is liable.***

The Trust is not a banking institution or otherwise a member of the FDIC or Securities Investor Protection Corporation ("SIPC") and, therefore, deposits held with or assets held by the Trust are not subject to the protections enjoyed by depositors with FDIC or SIPC member institutions. In addition, neither the Trust nor the Sponsor insure the Trust's HYPE.

While the Custodian is required under the Custodian Agreement to maintain certain insurance coverage, which the Sponsor believes is industry standard, including commercial crime insurance policies with limits of not less than $100 million in the aggregate, which are intended to cover the loss of client assets held in cold storage, shareholders cannot be assured that the Custodian will maintain adequate insurance or that such coverage will cover losses with respect to the Trust's HYPE. Moreover, while the Custodian maintains certain capital reserve requirements depending on the assets under custody and to the extent required by applicable law, and such capital reserves may provide additional means to cover client asset losses, the Sponsor does not know the amount of such capital reserves, and neither the Trust nor the Sponsor have access to such information. The Trust cannot be assured that the Custodian will maintain capital reserves sufficient to cover losses with respect to the Trust's digital assets. In addition, such insurance and capital reserves maintained by the Custodian are shared among all of the Custodian's customers and are therefore not specific to the Trust.

Under the Custodian Agreement, at minimum, the Custodian (and its affiliates) shall at all times perform its obligations under the Custodian Agreement with the reasonable care, skill, and diligence of a prudent, professional, competent, and regulated provider of custody services in the financial industry, unless a higher standard is specified by this agreement or applicable law or regulation. Except for the Custodian's negligence, willful misconduct or fraud, the Custodian shall not be liable for any losses, whether in contract, tort or otherwise, incurred by the Trust, for any amount in excess of the greater of five million U.S. dollars and fees paid by the Trust in the twelve (12) months prior to when the liability arises. Further, in no event will the Custodian be liable (i) losses which arise from the Custodian's compliance with applicable laws, including sanctions laws administered by OFAC or (ii) special, indirect or consequential damages, or lost profits or loss of business arising in connection with the Custodian Agreement. This limitation of liability shall not limit any losses or claims arising from the Custodian's negligence, willful misconduct or fraud.

Under the Custodian Agreement, the Trust shall defend and indemnify and hold harmless the Custodian, its affiliates, and their respective officers, directors, agents, employees and representatives from and against any and all third party claims and losses arising out of the Trust's material breach of the Custodian Agreement, the Trust's violations of any law, rule or regulations related to the performance of its obligations under the Custodian Agreement or the Trust's gross negligence, fraud or willful misconduct, except to the extent in each case they arise out of the Custodian's negligence, willful misconduct or fraud. This obligation will survive any termination of the Custodian Agreement as it relates to the claims and losses arising during the term of the Custodian Agreement or as it relates to activity during such term.

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

***The Trust may be required, or the Sponsor may deem it appropriate, to terminate and liquidate at a time that is disadvantageous to shareholders.***

Pursuant to the terms of the Trust Agreement, the Trust is required to dissolve under certain circumstances. In addition, the Sponsor may, in its sole discretion, dissolve the Trust for a number of reasons, including if the Sponsor

determines, in its sole discretion, that it is desirable or advisable for any reason to discontinue the affairs of the Trust. For example, the Sponsor expects that it may be advisable to discontinue the affairs of the Trust if a federal court upholds an allegation that HYPE is a security under the federal securities laws, among other reasons. See "Business—Description of the Trust Agreement—Termination of the Trust."

If the Trust is required to terminate and liquidate, or the Sponsor determines in accordance with the terms of the Trust Agreement that it is appropriate to terminate and liquidate the Trust, such termination and liquidation could occur at a time that is disadvantageous to shareholders, such as when the Actual Exchange Rate of HYPE is lower than the Index Price was at the time when shareholders purchased their Shares. In such a case, when the Trust's HYPE are sold as part of its liquidation, the resulting proceeds distributed to shareholders will be less than if the Actual Exchange Rate were higher at the time of sale. See "Business—Description of the Trust Agreement—Termination of the Trust" for more information about the termination of the Trust, including when the termination of the Trust may be triggered by events outside the direct control of the Sponsor, the Trustee or the shareholders.

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

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

Moreover, pursuant to the terms of the Trust Agreement, shareholders' statutory right under Delaware law to bring a derivative action (i.e., to initiate a lawsuit in the name of the Trust in order to assert a claim belonging to the Trust against a fiduciary of the Trust or against a third party when the Trust's management has refused to do so) is restricted. Under Delaware law, a shareholder may bring a derivative action if the shareholder is a shareholder at the time the action is brought and either (i) was a shareholder at the time of the transaction at issue or (ii) acquired the status of shareholder by operation of law or the Trust's governing instrument from a person who was a shareholder at the time of the transaction at issue. Additionally, Section 3816(e) of the Delaware Statutory Trust Act specifically provides that a "beneficial owner's right to bring a derivative action may be subject to such additional standards and restrictions, if any, as are set forth in the governing instrument of the statutory trust, including, without limitation, the requirement that beneficial owners owning a specified beneficial interest in the statutory trust join in the bringing of the derivative action." In addition to the requirements of applicable law and in accordance with Section 3816(e), the Trust Agreement provides that no shareholder will have the right, power or authority to bring or maintain a derivative action, suit or other proceeding on behalf of the Trust unless two or more shareholders who (i) are not "Affiliates" (as defined in the Trust Agreement and below) of one another and (ii) collectively hold at least 10.0% of the outstanding Shares join in the bringing or maintaining of such action, suit or other proceeding. This provision applies to any derivative actions brought in the name of the Trust other than claims under the federal securities laws and the rules and regulations thereunder.

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

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

The Sponsor will determine the Trust's NAV and NAV per Share on a daily basis as soon as practicable after 4:00 p.m., New York time, on each business day. The Sponsor's determination is made utilizing data from the operations of the Trust and the Index Price, calculated at 4:00 p.m., New York time, on such day. If the Sponsor determines in good faith that the Index does not reflect an accurate HYPE price, then the Sponsor will employ an alternative method to determine the Index Price under the cascading set of rules set forth in "Business—Overview of the Hyperliquid Industry and Market—The Index and the Index Price—Determination of the Index Price When Index Price is Unavailable." In the context of applying such rules, the Sponsor may determine in good faith that the alternative method applied does not reflect an accurate HYPE price and apply the next alternative method under the cascading set of rules. If the Sponsor determines after employing all of the alternative methods that the Index Price does not reflect an accurate HYPE price, the Sponsor will use its best judgment to determine a good faith estimate of the Index Price. There are no predefined criteria to make a good faith assessment in these scenarios and such decisions will be made by the Sponsor in its sole discretion. The Sponsor may calculate the Index Price in a manner that ultimately inaccurately reflects the price of HYPE. To the extent that the NAV, NAV per Share or the Index Price are incorrectly calculated, the Sponsor may not be liable for any error and such misreporting of valuation data could adversely affect the value of the Shares and investors could suffer a substantial loss on their investment in the Trust. Moreover, the terms of the Trust Agreement do not prohibit the Sponsor from changing the Index Price used to calculate the NAV and NAV per Share of the Trust. Any such change in the Index Price could affect the value of the Shares and investors could suffer a substantial loss on their investment in the Trust.

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

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

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

- The Trust is not actively managed and no attempt will be made to protect against or to take advantage of fluctuations in the prices of HYPE. Consequently, if the Trust incurs expenses in U.S. dollars, the Trust's HYPE may be sold at a time when the values of the disposed assets are low, resulting in a negative impact on the value of the Shares.

- Because the Trust does not generate any income, every time that the Trust pays expenses, it will deliver HYPE to the Sponsor or sell HYPE. Any sales of the Trust's assets in connection with the payment of expenses will decrease the amount of the Trust's assets represented by each Share each time its assets are sold or transferred to the Sponsor.

- Assuming that the Trust is a grantor trust for U.S. federal income tax purposes, each delivery or sale of HYPE by the Trust to pay the Sponsor's Fee and/or Additional Trust Expenses will be a taxable event to beneficial owners of Shares. Thus, the Trust's payment of expenses could result in beneficial owners of Shares incurring tax liability without an associated distribution from the Trust. Any such tax liability could adversely affect an investment in the Shares. See "Material U.S. Federal Income Tax Consequences."

***The Trust's delivery or sale of HYPE to pay expenses or other operations of the Trust could result in shareholders' incurring tax liability without an associated distribution from the Trust.***

Assuming that the Trust is treated as a grantor trust for U.S. federal income tax purposes, each delivery of HYPE by the Trust to pay the Sponsor's Fee or other expenses and each sale of HYPE by the Trust to pay Additional Trust Expenses will be a taxable event to beneficial owners of Shares. Thus, the Trust's payment of expenses could result in beneficial owners of Shares incurring tax liability without an associated distribution from the Trust. Any such tax liability could adversely affect an investment in the Shares. See "Material U.S. Federal Income Tax Consequences."

***The value of the Shares will be adversely affected if the Trust is required to indemnify the Sponsor, the Trustee, the Transfer Agent or the Custodian under the Trust Documents.***

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

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

The Sponsor is not aware of any intellectual property rights claims that may prevent the Trust from operating and holding HYPE. However, third parties may assert intellectual property rights claims relating to the operation of the Trust and the mechanics instituted for the investment in, holding of and transfer of HYPE. Regardless of the merit of an intellectual property or other legal action, any legal expenses to defend or payments to settle such claims would be extraordinary expenses that would be borne by the Trust through the sale or transfer of its HYPE. Additionally, a meritorious intellectual property rights claim could prevent the Trust from operating and force the Sponsor to terminate the Trust and liquidate its HYPE. As a result, an intellectual property rights claim against the Trust could adversely affect the value of the Shares.

***Pandemics, epidemics and other natural and man-made disasters could negatively impact the value of the Trust's holdings and/or significantly disrupt its affairs.***

Pandemics, epidemics and other natural and man-made disasters could negatively impact demand for digital assets, including HYPE, and disrupt the operations of many businesses, including the businesses of the Trust's service providers. For example, the COVID-19 pandemic had serious adverse effects on the economies and financial markets of many countries, resulting in increased volatility and uncertainty in economies and financial markets of many countries and in the Digital Asset Markets. Moreover, governmental authorities and regulators throughout the world have in the past responded to major economic disruptions, including as a result of the COVID-19 pandemic, with a variety of fiscal and monetary policy changes, such as quantitative easing, new monetary programs and lower interest rates. An unexpected or quick reversal of any such policies, or the ineffectiveness of such policies, could increase volatility in economies and financial market generally, and could specifically increase volatility in the Digital Asset Markets, which could adversely affect the value of HYPE and the value of the Shares.

In addition, pandemics, epidemics and other natural and man-made disasters could disrupt the operations of many businesses. For example, in response to the COVID-19 pandemic, many governments imposed travel restrictions and prolonged, closed international borders and enhanced health screenings at ports of entry and elsewhere, which disrupted businesses around the world. While the Sponsor and the Trust were not materially impacted by these events, any disruptions to the Sponsor's, the Trust's or the Trust's service providers' business operations resulting from business restrictions, quarantines or restrictions on the ability of personnel to perform their jobs as a result of any future pandemic, epidemic or other disaster could have an adverse impact on the Trust's ability to access critical services and could be disruptive to the affairs of the Trust.

***The limited ability to facilitate in-kind creations and redemptions of Shares could have adverse consequences for the Trust.***

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. Although the SEC recently approved orders to permit in-kind creations and redemptions by authorized participants for certain spot digital asset ETP shares, there has yet to be definitive regulatory guidance on the specific details of how registered broker-dealers can comply with SEC rules with regard to transacting in or holding spot HYPE. In particular, registered broker-dealers participating in the in-kind creation or redemption of Shares for HYPE will need to ensure that they can demonstrate compliance with applicable financial responsibility rules.

While compliance with such 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. Only certain Authorized Participants, at present, have the ability to also, through their affiliates, support in kind creation and redemption activity pursuant to the terms of their participant agreements with the Trust. As of the date of this prospectus, Jane Street Capital, LLC, Macquarie Capital (USA) Inc, and Virtu Americas LLC have executed an agreement providing them with the ability to conduct creations and redemptions in-kind for HYPE in addition to conducting creations and redemptions for cash. The Sponsor may engage additional Authorized Participants who are unaffiliated with the Trust in the future, and such Authorized Participants may be able to conduct creations and redemptions in-kind, in cash, or both.

Even with the approval of in-kind creations and redemptions, the Trust's limited ability 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 Sponsor's decision to reject or suspend such orders or otherwise, Authorized Participants may be limited in their ability to redeem or create Shares, in which case the arbitrage mechanism may not function as efficiently. 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 Trust's limited ability to facilitate in-kind creations and redemptions, and resulting relative reliance on cash creations and redemptions, could cause the Sponsor to halt or suspend the creation of redemption of Shares during times of market volatility or turmoil, among other consequences.

Further, there can be no assurance that additional 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 Trust and the value of the Shares.

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

The Hyperliquid Network does not currently operate using open-source protocols. However, core developers of the Hyperliquid Network have stated a desire to do so in the future. If the Hyperliquid Network operates using open-source protocols in the future, any user could download the software, modify it and then propose that the users and validators of HYPE adopt the modification. When a modification is introduced and a substantial majority of users and validators consent to the modification, the change is implemented and the network remains uninterrupted. However, if less than a substantial majority of users and validators 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 Hyperliquid 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 HYPE 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 holders of another digital asset that such holders will be entitled to claim a certain amount of the new digital asset, generally for free, based on the fact that they hold such other digital asset. We refer to the right to receive any benefits arising from a fork, airdrop or similar event as an "Incidental Right" and any such virtual currency acquired through an Incidental Right as "IR Virtual Currency."

With respect to any fork, airdrop or similar event, the Sponsor will cause the Trust to irrevocably abandon the Incidental Rights and any IR Virtual Currency associated with such event. As such, shareholders will not receive the benefits of any forks, and the Trust is not able to participate in any airdrop.

In the event the Sponsor seeks to change the Trust's policy with respect to Incidental Rights or IR Virtual Currency, an application would need to be filed with the SEC by NASDAQ seeking approval to amend its listing rules to permit the Trust to distribute the Incidental Rights or IR Virtual Currency 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 Sponsor would make such a decision, or when NASDAQ 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 Trust 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 Custodian may serve as the custodian for several competing exchange-traded HYPE products, which could adversely affect the Trust's operations and ultimately the value of the Shares.***

By virtue of the relatively limited number of institutionally capable providers of crypto asset custody services, the Custodian may serve as the custodian for several exchange-traded products in the crypto category. If multiple competing companies file to launch HYPE ETPs, they may work with the Custodian. The Custodian may then fail to properly resource their operations to adequately support all such products that use their services that could harm the Trust, the shareholders and the value of the Shares.

***Certain of the Authorized Participants engaged by the Trust may serve in a similar capacity for several competing exchange-traded HYPE products, if approved, which could adversely affect the arbitrage mechanism, the Trust's operations, the performance of the Trust and ultimately the value of the Shares.***

Certain of the Authorized Participants engaged by the Trust may serve in a similar capacity for several competing exchange-traded HYPE products, if approved. As a result, the Authorized Participants may be unable to adequately support all of the exchange-traded HYPE products that use their respective services. This risk may also be exacerbated as a consequence of the price and volatility of HYPE, as well as the amount of HYPE that is required to create or redeem Shares of the Trust. Moreover, the Authorized Participants may choose to facilitate creations and redemptions for competing products rather than for the Trust, including as a result of, among other things, how effectively the arbitrage mechanism of the Trust 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 Trust, 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 Trust, the Trust 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 Trust, or if any of the Authorized Participants were to favor creating and redeeming shares of competing products over those of the Trust, the Trust may receive inadequate attention or be subject to comparatively unfavorable commercial terms, which could adversely affect the arbitrage mechanism, the Trust's operations, the performance of the Trust and ultimately the value of the Shares. See also "—Risk Factors Related to the Offering—Competition from the emergence or growth of other digital assets could have a negative impact on the price of HYPE and adversely affect the value of the Shares."

***Shareholders that are not Authorized Participants may only purchase or sell their Shares in secondary trading markets, and the conditions associated with trading in secondary markets may adversely affect investors' investment in the Shares.***

Only Authorized Participants may purchase or redeem Baskets. All other investors that desire to purchase or sell Shares must do so through NASDAQ or in other markets, if any, in which the Shares may be traded. Shares may trade at a premium or discount to the NAV per Share.

***The Sponsor may implement restatements, amendments or supplements to the Trust Agreement that may not necessarily align with shareholder interests.***

There can be no assurance that the Sponsor will implement restatements, amendments or supplements that align with the interests of shareholders. To the extent shareholders do not agree with future amendments to the Trust Agreement, shareholders will not have any ability to consent or object to such amendments, and the shareholders' sole recourse will be to divest or, through an Authorized Participant, redeem their Shares prior to the effective date of such amendments.

***The Sponsor may implement restatements, amendments or supplements to the Trust Agreement that may increase risk to the Trust's intended tax treatment.***

It is possible that, in the future, the Sponsor will implement restatements, amendments, or supplements to the Trust Agreement that could adversely affect the intended tax treatment of the Trust as a grantor trust for U.S. federal income tax purposes, including on the receipt of an opinion of counsel to the effect that doing so should not cause the Trust to fail to qualify as a grantor trust for those purposes. There can be no assurance that the IRS or any court will agree with any such position, or that the Trust will not cease to qualify as a grantor trust as a result of any such restatement, amendment or supplement.

***A single shareholder may acquire control over a majority of the Shares representing ownership in the Trust, which could limit the ability of other shareholders to exercise voting influence or otherwise adversely impact the value of the Shares.***

The Sponsor and Hyper Holdings Global LP (the "Potential Investor") are currently in discussions regarding a potential investment in the Trust, pursuant to which the Potential Investor would acquire Shares of the Trust through an Authorized Participant, or its AP Designee, following the effectiveness of the registration statement of which this prospectus forms a part, and pursuant to such registration statement, for an aggregate purchase price of approximately [ ] HYPE tokens, which are expected to constitute a majority of the Shares representing ownership in the Trust. See "Business—Overview of the Trust and the Shares—Potential Contribution Arrangement."

If such investment is consummated, a single shareholder would have control over the limited voting rights granted to the shareholders and would have the ability to control the outcome of virtually all matters presented to our shareholders for their approval. Such shareholder's interests may conflict with the interests of the Trust's other shareholders. As long as a single shareholder continues to own a significant or majority percentage of our Shares, this concentrated ownership or influence could impede the development of an active trading market in our Shares or adversely affect an investment in the Shares. Additionally, sales of substantial amounts of Shares by such shareholder, or the perception that these sales may occur, could cause the price of the Shares to experience significant volatility and/or decline, including at a resulting discount to the Trust's NAV per Share, which would adversely impact the value of the Shares.

The Potential Investor is expected to be managed by an entity controlled by Hanson Birringer, who is also expected to control the Consultant, who is in discussions with the Sponsor to provide services to the Sponsor in exchange for the Service Fee. As a result, Mr. Birringer has economic interests in both the Service Fee payable to the Consultant by the Sponsor and any compensation payable to the manager of the Potential Investor. This relationship may incentivize Mr. Birringer to take actions, through his management or control of the Potential Investor or the Consultant, respectively, to increase the assets under management of the Trust, including through the Potential Investor's ownership of Shares of the Trust, which would then increase the amount of the Service Fee payable to the Consultant. Both the Service Fee to the Consultant and the Rebates to the Potential Investor would each be paid out of the Sponsor's own funds, and would not be obligations of the Trust.

If such investment is consummated, the Potential Investor will be subject to a lock-up period of one year with respect to the Shares it acquired. When the applicable lock-up period expires, the Potential Investor may sell, redeem or otherwise dispose of a substantial portion or all of its Shares. Any such sales or redemptions, or the perception that they may occur, could cause the price of the Shares to fall or make it more difficult for you to sell your Shares at a time and price that you deem appropriate. In addition, large sales or redemptions could cause increased volatility in the price of the Shares or cause the Trust's arbitrage mechanism to not function as intended,

which could cause the Shares to trade at a discount to NAV per Share. See "—Arbitrage transactions intended to keep the price of the Shares closely linked to the price of HYPE may be problematic if the process for the purchase and redemption of Baskets encounters difficulties, which may adversely affect an investment in the Shares."

***A failure to consummate the Services Arrangement, or the termination thereof, could disrupt the Sponsor's administration of the Trust's affairs.***

The Services Arrangement is expected to contain customary termination rights that may be triggered by, among other things, material breach or expiration. If the Services Arrangement is terminated, or not consummated in the first place, the Sponsor would not have access to the Services of the Consultant, which could adversely affect the Sponsor's administration of the Trust's affairs. In particular, the Sponsor may face challenges in identifying and engaging suitable ecosystem counterparties, monitoring and responding to material developments in the Hyperliquid Network that may affect the Trust's holdings or maintaining the Trust's competitive positioning, any of which may adversely impact the value of the Shares.

**Risk Factors Related to the Regulation of Digital Assets, the Trust and the Shares**

***A determination that HYPE or any other digital asset is or involves a transaction in a "security" may adversely affect the value of HYPE and the value of the Shares, and result in potentially extraordinary, nonrecurring expenses to, or termination of, the Trust.***

The test for determining whether a particular digital asset is a "security" is complex and difficult to apply, and the outcome is difficult to predict. Whether a digital asset is a security, or offers and sales of a digital asset are securities transactions under the federal securities laws depends on whether it is included in the lists of instruments making up the definition of "security" in such laws. Digital assets as such do not appear in any of these lists, although each list includes the terms "investment contract" and "note," and the SEC has typically analyzed whether a particular digital asset, is a security or the offer and sale of a digital asset is a securities transaction by reference to whether it meets the tests developed by the federal courts interpreting these terms, known as the *Howey* and *Reves* tests, respectively. For many digital assets, whether or not the *Howey* or *Reves* tests are met is difficult to resolve definitively, and substantial legal arguments can often be made both in favor of and against a particular digital asset qualifying as a security or a particular offer and sale of a digital asset qualifying as a securities transaction under one or both of the *Howey* and *Reves* tests. Adding to the complexity, the SEC staff has indicated that the security status of a particular digital asset can change over time as the relevant facts evolve.

The SEC, at least under the prior administration, has stated that certain digital assets may be considered "securities" or offered and sold in securities transactions under the U.S. federal securities laws. For example, the SEC under former SEC Chair Gensler's leadership brought enforcement actions against the issuers and promoters of several other digital assets on the basis that the digital assets in question are securities or offered and sold in securities transactions, as well as against Digital Asset Trading Platforms for allegedly operating unregistered securities exchanges on the basis that certain of the digital assets traded on their platforms involved securities transactions.

In January 2025, the SEC launched a crypto task force dedicated to developing a comprehensive and clear regulatory framework for digital assets led by Commissioner Hester Peirce. Subsequently, Commissioner Peirce announced a list of specific priorities to further that initiative, which included pursuing final rules related to a digital asset's security status, a revised path to registered offerings and listings for digital assets-based investment vehicles, and clarity regarding digital asset custody, lending, and staking. On July 31, 2025, Chairman Atkins announced "Project Crypto," a Commission-wide initiative to modernize securities rules for digital assets, reshore innovation in the United States, and implement the recommendations of the working group report. Chairman Atkins had directed the SEC's policy divisions to work with the Crypto Task Force to draft "clear and simple rules of the road for crypto asset distributions, custody, and trading," and the Commission and SEC staff will also consider using interpretive, exemptive, and other authorities with respect to digital asset markets.

On March 17, 2026, the SEC issued a Commission-level interpretation clarifying how the federal securities laws apply to certain crypto assets and transactions involving crypto assets. The SEC interpretation provides a taxonomy for digital commodities, digital collectibles, digital tools, stablecoins and digital securities; addresses how a non-security crypto asset may become subject to, and how it may cease to be subject to, an investment contract;

and clarifies the application of federal securities laws to airdrops, protocol mining, protocol staking and the wrapping of a non-security crypto asset. The interpretation lists 18 crypto assets that, as of the date of the release, qualify as digital commodities, including BTC, ETH, SOL and XRP. The interpretation notes 16 of these crypto assets currently underlie futures contracts that have been made available to trade on a designated contract market operating under the regulatory oversight of the CFTC, but that it is not necessary that a crypto asset underlie such a futures contract to be a digital commodity. The interpretation specifies that a crypto asset is not a digital commodity if it has intrinsic economic properties or rights, such as generating a passive yield or conveying rights to future income, profits, or assets of a business enterprise or other entity, promisor or obligor. The CFTC joined the interpretation to provide guidance that the CFTC and its staff will administer the CEA consistent with the SEC's interpretation. Even if a crypto asset is deemed to be a non-security crypto asset (such as a "digital commodity"), the SEC's interpretation takes the view that the non-security crypto asset may still be subject to an investment contract, even in the secondary market—and thus secondary market transactions, even in such non-security crypto assets, might be subject to the federal securities laws. Additional guidance and rulemaking from the SEC may be forthcoming, as previewed in recent statements by the current SEC Chairman Paul Atkins.

As part of determining whether HYPE is a security or a transaction in HYPE by the Sponsor is a securities transaction, for purposes of the federal securities laws, the Sponsor takes into account a number of factors, including the various definitions of "security" under the federal securities laws and federal court decisions interpreting elements of these definitions, such as the U.S. Supreme Court's decisions in the *Howey* and *Reves* cases and their progeny, as well as Commission-level guidance, reports, orders, press releases, public statements and speeches by the SEC, its commissioners and its staff providing guidance on when a digital asset may be a security or when an offer and sale of a digital asset may be a securities transaction for purposes of the federal securities laws.

The Sponsor also discusses the security status of HYPE and the Sponsor's transactions in HYPE with external counsel, and has received a memorandum regarding the status of HYPE and the Sponsor's transactions in HYPE under the federal securities laws from external counsel. As is the case with HYPE, analyses from counsel typically review the often-complex facts surrounding a particular digital asset's underlying technology, creation, use case and usage development, distribution and secondary-market trading characteristics as well as contributions of and marketing or promotional efforts by the individuals or organizations who appear to be involved in these activities, among other relevant facts, usually drawing on publicly available information. This information, usually found on the internet, often includes both information that originated with or is attributed to such individuals or organizations, as well as information from third-party sources and databases that may or may not have a connection to such individuals or organizations, and the availability and nature of such information can change over time. The Sponsor and counsel often have no independent means of verifying the accuracy or completeness of such information, and therefore of necessity usually must assume that such information is materially accurate and complete for purposes of the *Howey* and *Reves* analyses. After having gathered this information, counsel typically analyzes it in light of the *Howey* and *Reves* tests, in order to inform a judgment as to whether or not a federal court would conclude that the digital asset, or transactions in the digital asset, in question is or is not a security, or are or are not securities transactions, respectively, for purposes of the federal securities laws. Often, certain factors appear to support a conclusion that the digital asset in question, or transactions in the digital asset, is a security, or are or are not securities transactions, respectively, while other factors appear to support the opposite conclusion, and in such a case counsel endeavors to weigh the importance and relevance of the competing factors. This analytical process is further complicated by the fact that, at present, federal judicial case law applying the relevant tests to digital assets is limited and in some situations inconsistent, with no federal appellate court having considered the question on the merits, as well as the fact that because each digital asset presents its own unique set of relevant facts, it is not always possible to directly analogize the analysis of one digital asset to another. Because of this factual complexity and the current lack of a well-developed body of federal case law applying the relevant tests to a variety of different fact patterns, the Sponsor has not in the past received, and currently does not expect that it would be able to receive, "opinions" of counsel stating that a particular digital asset, or transactions in the digital asset, is or is not a security, or are or are not securities transactions, respectively, for federal securities law purposes. The Sponsor understands that as a matter of practice, counsel is generally able to render a legal "opinion" only when the relevant facts are substantially ascertainable and the applicable law is both well-developed and settled. As a result, given the relative novelty of digital assets, the challenges inherent in fact-gathering for particular digital assets, and the fact that federal courts have only recently been tasked with adjudicating the applicability of federal securities law to digital assets, the Sponsor understands that at present counsel is generally not in a position to render a legal "opinion" on the securities-law status of HYPE or any other particular digital asset.

Through this process the Sponsor believes that it is applying the proper legal standards in determining that HYPE is not a security and the Sponsor's transactions in HYPE are not securities transactions in light of the uncertainties inherent in the Howey and Reves tests. However, such policies and procedures are risk-based judgments made by the Sponsor and not a legal standard or determination binding on any regulatory body or court. In light of these uncertainties and the fact-based nature of the analysis, the Sponsor acknowledges that the SEC or a court may take a contrary position; and the Sponsor's conclusion, even if reasonable under the circumstances, would not preclude legal or regulatory action based on the presence of a security.

If the Sponsor determines that HYPE, or transactions in HYPE, are a security or securities transactions, respectively, under the federal securities laws, whether that determination is initially made by the Sponsor itself, or because a federal court upholds an allegation that HYPE is a security, the Sponsor does not intend to permit the Trust to continue holding HYPE in a way that would violate the federal securities laws (and therefore would either dissolve the Trust or potentially seek to operate the Trust in a manner that complies with the federal securities laws, including the Investment Company Act). Because the legal tests for determining whether a digital asset or transactions in the digital asset, are or are not a security or securities transactions, respectively, often leave room for interpretation, for so long as the Sponsor believes there to be good faith grounds to conclude that the Trust's HYPE is not a security, the Sponsor does not intend to dissolve the Trust on the basis that HYPE could at some future point be finally determined to be a security.

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

For example, in 2020 the SEC filed a complaint against the issuer of XRP, Ripple Labs, Inc., and two of its executives, alleging that they raised more than $1.3 billion through XRP sales that should have been registered under the federal securities laws, but were not. In the years prior to the SEC's action, XRP's market capitalization at times reached over $140 billion. However, in the weeks following the SEC's complaint, XRP's market capitalization fell to less than $10 billion, which was less than half of its market capitalization in the days prior to the complaint. Subsequently, in July 2023, the District Court for the Southern District of New York held that while XRP is not a security, certain sales of XRP to certain buyers (but not other types of sales to other buyers) amounted to "investment contracts" under the *Howey* test. The District Court entered a final judgment in the case on August 7, 2024 and the parties each dismissed their appeals to the Second Circuit on August 7, 2025.

Likewise, in the days following the announcement of SEC enforcement actions against certain digital asset issuers and trading platforms, the prices of various digital assets have declined significantly and may continue to decline if or as such cases advance through the federal court system. Furthermore, the decisions in cases involving digital assets have resulted in seemingly inconsistent views of different district court judges, including one that explicitly disagreed with the analysis underlying the decision regarding XRP, which underscore the continuing uncertainty around which digital assets, or transactions in digital assets, are securities and what the correct analysis is to determine each digital asset's status. For example, the conflicting district court opinions and analyses demonstrate that factors such as how long a digital asset has been in existence, how widely held it is, how large its market capitalization is, the manner in which it is offered, sold or promoted, and whether it has actual use in commercial transactions, ultimately may have limited or no bearing on whether the SEC, a state securities regulator or any particular court will find it to be a security.

In addition, if HYPE is determined to be a security by a federal court or transactions in HYPE are determined to be securities transactions by a federal court, the Trust could be considered an unregistered "investment company" under the Investment Company Act, which could necessitate the Trust's liquidation. In this case, the Trust and the Sponsor may be deemed to have participated in an illegal offering of investment company securities and there is no

guarantee that the Sponsor will be able to register the Trust under the Investment Company Act at such time or take such other actions as may be necessary to ensure the Trust's activities comply with applicable law, which could force the Sponsor to liquidate the Trust.

Moreover, whether or not the Sponsor or the Trust were subject to additional regulatory requirements as a result of any determination that the Trust's assets include securities or the Trust's transactions in digital assets constitute securities transactions, the Sponsor may nevertheless decide to terminate the Trust, in order, if possible, to liquidate the Trust's assets while a liquid market still exists. For example, in response to the SEC's action against the issuer of the digital asset XRP, certain significant market participants announced they would no longer support XRP and announced measures, including the delisting of XRP from major Digital Asset Trading Platforms, resulting in the Sponsor's conclusion that it was likely to be increasingly difficult for U.S. investors, including Grayscale XRP Trust (XRP), an affiliate of the Trust, to convert XRP into U.S. dollars. The Sponsor subsequently dissolved Grayscale XRP Trust (XRP) and liquidated its assets. The Sponsor has since established a new investment vehicle that holds XRP, Grayscale XRP Trust ETF. If the SEC or a federal court were to determine that HYPE is a security or transactions in HYPE are securities transactions, it is likely that the value of the Shares of the Trust would decline significantly. Furthermore, if a federal court upholds an allegation that HYPE is a security or transactions in HYPE are securities transactions, the Trust itself may be terminated and, if practical, its assets liquidated.

***Regulatory changes or actions by the U.S. Congress or any U.S. federal or state agencies may affect the value of the Shares or restrict the use of HYPE, validating activity or the operation of the Hyperliquid Network or the Digital Asset Markets in a manner that adversely affects the value of the Shares.***

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

On January 23, 2025, President Trump issued an executive order titled "Strengthening American Leadership in Digital Financial Technology" aimed at supporting "the responsible growth and use of digital assets, blockchain technology, and related technologies across all sectors of the economy." The Executive Order also established an interagency working group that is tasked with "proposing a Federal regulatory framework governing the issuance and operation of digital assets" in the United States. Pursuant to this Executive Order, the working group released a report in July 2025 outlining the administration's recommendations to Congress and various agencies reflecting the administration's "pro-innovation mindset toward digital assets and blockchain technologies." In particular, the report recommends that Congress enact legislation regarding self custody of digital assets, clarifying the applicability of Bank Secrecy Act obligations with respect to digital asset service providers, granting the CFTC authority to regulate spot markets in non-security digital assets, prohibiting the adoption of a CBDC, and clarifying tax laws as relevant to digital assets. In addition, the report recommends that agencies reevaluate existing guidance on digital asset activities, use existing authorities to enable the trading of digital assets at the federal level, embrace DeFi, launch or relaunch crypto innovation efforts, and promote U.S. private sector leadership in the responsible development of cross-border payments and financial markets technologies, among others.

There have also been several bills introduced in Congress that propose to establish additional regulation and oversight of the digital asset markets. For example, the Digital Asset Market Clarity Act of 2025 (the "Clarity Act") was passed by the House of Representatives in July 2025, which would, if enacted, regulate digital asset markets and digital asset trading platforms in the United States. In addition, also in July 2025, the Guiding and Establishing National Innovation for U.S. Stablecoins Act of 2025 (the "GENIUS Act") became the first federal law specifically regulating the issuance, custody and other stablecoin-related matters in the United States. It is difficult to predict whether, or when, the Clarity Act or another bill that would regulate digital asset markets and digital asset trading

platforms may become law or what any such bill may entail. It is also difficult to predict whether, or when, any of these developments will lead to Congress granting additional authorities to the SEC or other regulators, what the nature of such additional authorities might be, how additional legislation and/or regulatory oversight might impact the ability of Digital Asset Markets to function or how any new regulations or changes to existing regulations might impact the value of digital assets generally and HYPE held by the Trust specifically. The consequences of increased federal regulation of digital assets and digital asset activities could have a material adverse effect on the Trust and the Shares.

Law enforcement agencies have often relied on the transparency of blockchains to facilitate investigations. However, certain privacy-enhancing features have been, or are expected to be, introduced to a number of digital asset networks. If the Hyperliquid Network were to adopt any of these features, these features may provide law enforcement agencies with less visibility into transaction-level data. Europol, the European Union's law enforcement agency, released a report in October 2017 noting the increased use of privacy-enhancing digital assets like Zcash and Monero in criminal activity on the internet. Although later reversed, in August 2022, OFAC banned all U.S. citizens from using Tornado Cash, a digital asset protocol designed to obfuscate blockchain transactions, by adding certain Ethereum wallet addresses associated with the protocol to its Specially Designated Nationals and Blocked Persons List. A large portion of Ethereum validators globally, as well as notable industry participants such as Circle, the issuer of the USDC stablecoin, have reportedly complied with the sanctions and blacklisted the sanctioned addresses from interacting with their networks. In October 2023, FinCEN issued a notice of proposed rulemaking that identified convertible virtual currency (CVC) mixing as a class of transactions of primary money laundering concern and proposed requiring covered financial institutions to implement certain recordkeeping and reporting requirements on transactions that covered financial institutions know, suspect, or have reason to suspect involve CVC mixing within or involving jurisdictions outside the United States. In April 2024, the DOJ arrested and charged the developers of the Samourai Wallet mixing service with conspiracy to commit money laundering and conspiracy to operate an unlicensed money transmitting business. In May 2024, a co-founder of Tornado Cash was sentenced to more than five years imprisonment in the Netherlands for developing Tornado Cash on the basis that he had helped launder more than $2 billion worth of digital assets through Tornado Cash. In August 2025, a co-founder of Tornado Cash was convicted of conspiracy to operate an unlicensed money transmitting business, but a mistrial was declared with respect to charges of conspiracy to commit money laundering and conspiracy to violate U.S. sanctions. Future additional regulatory action with respect to privacy-enhancing digital assets is possible.

***DeFi protocols and digital assets used in DeFi protocols pose heightened regulatory concerns even beyond those that face digital asset networks and digital assets generally.***

The U.S. financial system is extensively regulated at both the federal and state levels with a particular focus on intermediaries such as banks, broker-dealers, swap dealers, futures commission merchants, investment funds, investment advisers, trading platforms, clearinghouses and custodians. U.S. laws and regulations impose specific obligations on financial services intermediaries both for the protection of their customers and for the protection of the U.S. financial system as a whole. These include capital requirements, activities restrictions, reporting and disclosure requirements and obligations to monitor the activities of their customers and to ensure that the intermediaries' activities and the activities of their customers are conducted in accordance with applicable laws and regulations. Non-U.S. laws and regulatory requirements may impose similar obligations. By seeking to eliminate or substantially limit the role of traditional financial services intermediaries in lending, brokering, advisory, trading, clearing, custodying and other financial services activities, DeFi protocols pose numerous challenges to the longstanding oversight framework developed under U.S. law and used by U.S. and other regulators. For example, one former commissioner of the CFTC has publicly stated that he believes certain DeFi protocols and activities operating without regulatory licensing likely violates the Commodity Exchange Act. Moreover, in June 2023, a federal judge ruled that the CFTC had sufficiently pleaded that a DAO operates a DeFi protocol that has not registered as a futures commission merchant ("FCM") and thereby illegally offers leveraged retail commodity transactions in digital assets, engages in activities only registered FCMs can perform, and has failed to adopt a customer identification program as part of a BSA compliance program, as required of FCMs, such that the judge granted the CFTC's motion for default judgment against the DAO. In an accompanying settled enforcement order, the CFTC found the two founders, as token holders who voted their DAO tokens to govern the DAO, personally liable for the DAO's violations of the Commodity Exchange Act and regulations promulgated thereunder. While the scope of liability for persons associated with a DAO, or its accompanying DeFi protocol, are currently unclear notwithstanding the default judgment entered against the DAO, it is possible that regulatory agencies may consider

other DeFi token holders, or users of a DeFi protocol, liable for potential violations of the DeFi protocol. Separately, in September 2024, the CFTC settled with Uniswap Labs, the developer of the Uniswap decentralized exchange, for illegally offering leveraged or margined retail commodity transactions in digital assets through a front-end interface operated by Uniswap Labs.

There has also been an increase in SEC oversight, at least under the prior administration, including reported SEC subpoenas of teams behind DeFi platforms, which indicates that the SEC believed DeFi activities may in themselves implicate federal securities laws. In April 2023, the SEC under the prior administration reopened the comment period and provided supplemental information for its proposed amendments to the definition of "exchange" under the Exchange Act. In the supplemental information, the SEC stated that it believed DeFi protocols, and the parties that develop them, could be exchanges subject to federal securities laws if they facilitate the trading of digital asset securities. In announcing the reopening, then-Chair Gensler stated "calling yourself a DeFi platform is not an excuse to defy the securities laws." Although in March 2025 then Acting SEC Chairman Uyeda said he had asked SEC staff for options on abandoning the digital assets related elements of the proposal, it is not possible to predict how or when these developments will be resolved or what the impact on specific DeFi protocols will be. Because it is unclear both which digital assets on a DeFi platform may be deemed securities and which DeFi activities in themselves may implicate the federal securities laws, it is likely that the DeFi industry will face a prolonged period of regulatory uncertainty.

It is possible that some DeFi protocols, including the decentralized exchange built into the Hyperliquid Network, will be subjected to costly and burdensome compliance regimes or even prohibited outright, especially to the extent that they offer products that are not legal under U.S. law. In addition, traditional financial services intermediaries bear significant and ongoing costs to comply with financial services regulation, and individually or through trade associations may actively oppose legislative or regulatory efforts to accommodate DeFi activities that compete with their core service offerings. Traditional financial services intermediaries may also actively encourage policymakers and regulatory authorities to take actions that impede the development and use of DeFi protocols.

Further, some DeFi protocols, including the decentralized exchange built into the Hyperliquid Network, do not engage in AML and KYC or other customer identification and due diligence processes, each of which have raised concerns for regulators, including international standard-setting bodies such as the Financial Action Task Force. This is because the decentralized exchange built into the Hyperliquid Network operates through a decentralized, permission less protocol in which users transact directly through blockchain addresses via self-executing smart contracts without accounts or centralized intermediaries that onboard or verify users, and therefore does not involve customer identification or due diligence processes; however, the Trust's interactions with the Hyperliquid Network are conducted through regulated intermediaries, including Authorized Participants, custodians and counterparties, that are subject to applicable AML and KYC requirements. Legislative bodies and regulators may be required to adapt their regulatory models to accommodate decentralized financial activities, or take novel steps to supervise, limit or even prohibit decentralized financial activities. In addition, although certain front-end interfaces associated with the Hyperliquid Network may restrict access by certain persons based on geographic or other criteria, including persons located in the United States, such restrictions may be circumvented through the use of VPNs or similar technologies, and any such circumvention may violate applicable law or the terms of such interfaces and could subject users and other participants to regulatory or enforcement action, including under applicable securities, commodities or sanctions laws, and could result in increased regulatory scrutiny or adverse regulatory action affecting the Hyperliquid Network. Any action taken by federal, state or international policymakers or regulators to address risks and perceived risks to the public or to the financial system from decentralized financial activities, or the threat of such action, could have a material adverse impact on one or more digital assets and therefore materially and adversely impact the value of the Shares.

***HYPE's initial manner of sale closely resembles that of certain digital assets found to be securities, and a determination that HYPE is a "security" may adversely affect the value of HYPE and an investment in the Shares, and result in potentially extraordinary, nonrecurring expenses to, or termination of, the Trust.***

Through enforcement actions and other statements, the SEC and its staff have taken the position that a digital asset's initial manner of sale may be a key factor in determining whether that digital asset was a security, at least at the time of the digital asset's delivery as part of that sale. This has meant that some blockchain startups that have offered digital assets to the public in the form of airdrops have been found to have engaged in illegal unregistered distributions of securities.

If HYPE is determined to be a "security" or transactions in HYPE are determined to be securities transactions under federal or state securities laws by the SEC or a state regulatory agency, or in a proceeding in a court of law or otherwise, it will have material adverse consequences for HYPE and an investment in the Shares. If HYPE or transactions in HYPE are determined to be a security or a securities transaction, it is likely to become difficult or impossible for HYPE to be traded, cleared or custodied in the United States through the same channels used by non-security digital assets, which could in turn materially and adversely affect the trading value, liquidity, market participants' ability to convert HYPE into U.S. dollars and general acceptance of HYPE and cause users to migrate to other digital assets. As such, any determination that HYPE or transactions in that digital asset are a security under federal or state securities laws may adversely affect the value of HYPE and, as a result, an investment in the Shares.

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

The effect of any future regulatory change on the Trust or the digital assets held by the Trust is impossible to predict, but such change could be substantial and adverse to the Trust and the value of the Shares. If the SEC were to approve any ETF other than ours in the future, such an ETF may be perceived to be a superior investment product offering exposure to digital assets compared to the Trust because the value of the shares issued by such an ETF may more closely track the ETF's net asset value than do Shares of the Trust, and investors may therefore favor investments in such ETFs over investments in the Trust. Any weakening in demand for the Shares compared to digital asset ETF shares could cause the value of the Shares to decline.

***Regulatory changes or other events in foreign jurisdictions may affect the value of the Shares or restrict the use of one or more digital assets, 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.***

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

A number of foreign jurisdictions have recently taken regulatory action aimed at digital asset activities. China has made transacting in cryptocurrencies illegal for Chinese citizens in mainland China, and additional restrictions may follow. Both China and South Korea have banned initial coin offerings entirely and regulators in other jurisdictions, including Canada, Singapore and Hong Kong, have opined that initial coin offerings may constitute securities offerings subject to local securities regulations. The United Kingdom's Financial Conduct Authority published final rules in October 2020 banning the sale of derivatives and exchange-traded notes that reference certain types of digital assets, contending that they are "ill-suited" to retail investors citing extreme volatility, valuation challenges and association with financial crime. A new law, the Financial Services and Markets Act 2023 ("FSMA"), received royal assent in June 2023. The FSMA brings digital asset activities within the scope of existing laws governing financial institutions, markets and assets. In addition, the Parliament of the European Union approved the text of the Markets in Crypto-Assets Regulation ("MiCA") in April 2023, establishing a regulatory framework for digital asset services across the European Union. Certain parts of MiCA became effective as of June 2024 and the remainder became effective as of December 2024. MiCA is intended to serve as a comprehensive regulation of digital asset markets and imposes various obligations on digital asset issuers and service providers. The main aims of MiCA are industry regulation, consumer protection, prevention of market abuse and upholding the integrity of digital asset markets. See "Business—Overview of the Hyperliquid Industry and Market—Government Oversight."

Foreign laws, regulations or directives may conflict with those of the United States and may negatively impact the acceptance of one or more digital assets by users, merchants and service providers outside the United States and may therefore impede the growth or sustainability of the digital asset economy in the European Union, China, Japan, Russia and the United States and globally, or otherwise negatively affect the value of HYPE. Moreover, other events, such as the interruption in telecommunications or internet services, cyber-related terrorist acts, civil disturbances, war or other catastrophes, could also negatively affect the digital asset economy in one or more jurisdictions. For example, Russia's invasion of Ukraine on February 24, 2022 led to volatility in digital asset prices,

with an initial steep decline followed by a sharp rebound in prices. The effect of any future regulatory change or other events on the Trust or HYPE is impossible to predict, and such change could be substantial and adverse to the Trust and the value of the Shares.

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

To the extent that the activities of any Authorized Participant, the Trust or the Sponsor cause it to be deemed a "money services business" under the regulations promulgated by FinCEN, such Authorized Participant, the Trust or the Sponsor may be required to comply with FinCEN regulations, including those that would mandate the Authorized Participant, the Trust or the Sponsor to implement anti-money laundering programs, make certain reports to FinCEN and maintain certain records. Similarly, the activities of an Authorized Participant, the Trust or the Sponsor may require it to be licensed as a money transmitter or as a digital asset business, such as under the NYDFS' BitLicense regulations or California's Digital Financial Assets Law, once effective.

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

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

***Statutory or regulatory changes or interpretations could obligate the Trust or the Sponsor to register and comply with new regulations, resulting in potentially extraordinary, nonrecurring expenses to the Trust.***

Current and future legislation, CFTC and SEC rulemaking and other regulatory developments may impact the manner in which HYPE is treated. In particular, HYPE may be classified by the CFTC as a "commodity interest" under the CEA or may be classified by the SEC as a "security" under U.S. federal securities laws. It is possible that a new Administration and Congress in the United States creates a new classification for digital assets. For example, the current draft of the Clarity Act would add "digital commodities" to the list of assets that are commodity interests under the CEA. The Sponsor and the Trust cannot be certain as to how future regulatory developments will impact the treatment of HYPE under the law. In the face of such developments, the required registrations and compliance steps may result in extraordinary, nonrecurring expenses to the Trust. If the Sponsor decides to terminate the Trust in response to the changed regulatory circumstances, the Trust may be dissolved or liquidated at a time that is disadvantageous to shareholders.

To the extent that HYPE is deemed to fall within the definition of a "commodity interest" under the CEA due to the passage of the Clarity Act or otherwise, the Trust and the Sponsor may be subject to additional regulation under the CEA and CFTC regulations. The Sponsor may be required to register as a commodity pool operator or commodity trading adviser with the CFTC and become a member of the National Futures Association and may be subject to additional regulatory requirements with respect to the Trust, including disclosure and reporting requirements. These additional requirements may result in extraordinary, recurring and/or nonrecurring expenses of the Trust, thereby materially and adversely impacting the Shares. If the Sponsor determines not to comply with such additional regulatory and registration requirements, the Sponsor will terminate the Trust. Any such termination could result in the liquidation of the Trust's HYPE at a time that is disadvantageous to shareholders.

To the extent that HYPE is determined to be a security under U.S. federal securities laws, the Trust and the Sponsor may be subject to additional requirements under the Investment Company Act and the Sponsor may be required to register as an investment adviser under the Investment Advisers Act. Such additional registration may result in extraordinary, recurring and/or non-recurring expenses of the Trust, thereby materially and adversely

impacting the Shares. If the Sponsor determines not to comply with such additional regulatory and registration requirements, the Sponsor will terminate the Trust. Any such termination could result in the liquidation of the Trust's HYPE at a time that is disadvantageous to shareholders.

***The treatment of the Trust for U.S. federal income tax purposes is uncertain.***

The Sponsor intends to take the position that the Trust is properly treated as a grantor trust for U.S. federal income tax purposes. Assuming that the Trust is a grantor trust, the Trust will not be subject to U.S. federal income tax. Rather, if the Trust is a grantor trust, each beneficial owner of Shares will be treated as directly owning its pro rata share of the Trust's assets and a pro rata portion of the Trust's income, gains, losses and deductions will "flow through" to each beneficial owner of Shares.

At this time, none of the Trust, the Sponsor, the Custodian, nor any other person associated with the Trust may, directly or indirectly, engage in Staking of the Trust's HYPE on behalf of the Trust, and there can be no assurance that the Staking Condition will be met with respect to any form of Staking. If the Trust engages in Staking activity, the Sponsor intends to continue to take the position that the Trust is properly treated as a grantor trust for U.S. federal income tax purposes and that any Staking activity undertaken by the Trust in compliance with the opinion, ruling or other guidance relied upon to satisfy the Staking Condition will not prevent the Trust from continuing to qualify as a grantor trust for such purposes. The IRS recently issued a revenue procedure providing a staking safe harbor for certain grantor trust vehicles whose beneficial interests are listed and traded on a national securities exchange (the "2025 Revenue Procedure"). However, certain aspects of the 2025 Revenue Procedure are unclear, and therefore the Trust may not currently satisfy all conditions of the safe harbor. Accordingly, due to the uncertainty regarding the ability of a grantor trust to engage in Staking activities, there can be no assurance that the IRS or any court would agree with this position (or with any opinion of counsel delivered to the Sponsor in support thereof). Therefore, if the Trust satisfies the Staking Condition and engages in Staking activity, the Trust might cease to qualify as a grantor trust for U.S. federal income tax purposes.

The Sponsor has committed to cause the Trust to irrevocably abandon any Incidental Rights and IR Virtual Currency to which the Trust may become entitled in the future. In furtherance of that commitment, the Sponsor has, on behalf of the Trust, notified the Custodian via the Pre-Creation/Redemption Abandonment Notices (as defined herein) that the Trust is irrevocably abandoning, effective immediately prior to each Creation Time or Redemption Time, all Incidental Rights or IR Virtual Currency to which it would otherwise be entitled as of such time and with respect to which it has not taken any Affirmative Action at or prior to such time. There can be no complete assurance that these abandonments will be treated as effective for U.S. federal income tax purposes. If the Trust were treated as owning any asset other than HYPE as of any date on which it creates or redeems Shares, it might cease to qualify as a grantor trust for U.S. federal income tax purposes. In addition, at this time the Trust is permitted to create or redeem Shares pursuant to In-Kind Orders and Cash Orders. In general, investment vehicles intended to be treated as grantor trusts for U.S. federal income tax purposes historically have created additional trust interests only in kind, and there is no authority directly addressing whether a grantor trust may create or redeem trust interests under procedures similar to those that govern Cash Orders. Accordingly, there can be no complete assurance that the creation or redemption of Shares under the procedures governing Cash Orders will not cause the Trust to fail to qualify as a grantor trust for U.S. federal income tax purposes.

Moreover, 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 other similar occurrences. Assuming that the Trust is currently a grantor trust for U.S. federal income tax purposes, certain future developments could render it impossible, or impracticable, for the Trust to continue to be treated as a grantor trust for such purposes.

If the Trust is not properly classified as a grantor trust, the Trust might be classified as a partnership for U.S. federal income tax purposes. However, due to the uncertain treatment of digital assets for U.S. federal income tax purposes (as discussed below in "Material U.S. Federal Income Tax Consequences—Uncertainty Regarding the U.S. Federal Income Tax Treatment of Digital Assets"), there can be no assurance in this regard. If the Trust were classified as a partnership for U.S. federal income tax purposes, the tax consequences of owning Shares generally would not be materially different from the tax consequences described herein, although there might be certain differences, including with respect to timing of the recognition of taxable income or loss. In addition, tax information reports provided to beneficial owners of Shares would be made in a different form. Moreover, it is

possible, in that case, that a portion of the Trust's income would be considered to be "effectively connected" with the conduct of a trade or business in the United States and, accordingly, a non-U.S. person owning Shares could be subject to U.S. federal income tax on a net income basis with respect to that "effectively connected" income and be required to file a U.S. tax return. If the Staking Condition were satisfied and none of the Trust's Staking income were considered to be "effectively connected" income, a non-U.S. person owning Shares might be subject to withholding on its pro rata portion of any U.S.-source income from the Trust's Staking activities as described below in "Shareholders may be subject to withholding tax on income derived from forks, airdrops and similar occurrences and, if the Staking Condition is satisfied, Staking Consideration received as staking rewards." Tax-exempt shareholders may also recognize "unrelated business taxable income" ("UBTI") from the Trust's Staking activities, if the Trust is not treated as a corporation for U.S. federal income tax purposes.

If the Trust were not classified as either a grantor trust or a partnership for U.S. federal income tax purposes, it would be classified as a corporation for such purposes. In that event, the Trust would be subject to entity-level U.S. federal income tax (currently at the rate of 21%) on its net taxable income and certain distributions made by the Trust to shareholders would be treated as taxable dividends to the extent of the Trust's current and accumulated earnings and profits. Any such dividend distributed to a beneficial owner of Shares that is a non-U.S. person for U.S. federal income tax purposes would be subject to U.S. federal withholding tax at a rate of 30% (or such lower rate as provided in an applicable tax treaty). As a result, the taxation of the Trust as a corporation could materially reduce the after-tax return on an investment in Shares, and substantially reduce the value of the Shares, and result in a material divergence between NAV and the value of the Trust's HYPE.

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

As discussed in the section entitled "Material U.S. Federal Income Tax Consequences—Uncertainty Regarding the U.S. Federal Income Tax Treatment of Digital Assets", assuming that the Trust is properly treated as a grantor trust for U.S. federal income tax purposes, each beneficial owner of Shares will be treated for U.S. federal income tax purposes as the owner of an undivided interest in the HYPE (and, if applicable, any Incidental Rights, IR Virtual Currency and/or, if the Staking Condition is satisfied, any Staking Consideration) held in the Trust. 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 IRS released a notice (the "Notice") discussing certain aspects of "convertible virtual currency" (that is, digital assets that have an equivalent value in fiat currency or that act as substitutes for fiat currency) for U.S. federal income tax purposes and, in particular, stating that such digital assets (i) are "property" (ii) are not "currency" for purposes of the rules relating to foreign currency gain or loss and (iii) may be held as a capital asset. In 2019, the IRS released a revenue ruling and a set of "Frequently Asked Questions" that has been updated from time to time since (the "Ruling & FAQs"). The Ruling & FAQs 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. Moreover, in 2023, the IRS released a revenue ruling that provided guidance on digital asset staking, including guidance to the effect that staking rewards will, under certain circumstances, be treated as giving rise to taxable income (the "2023 Staking Guidance"). Further, the IRS recently issued the 2025 Revenue Procedure, which provides a staking safe harbor for certain grantor trust vehicles whose beneficial interests are listed and traded on a national securities exchange (the "2025 Revenue Procedure"). However, the Notice, the Ruling & FAQs, the 2023 Staking Guidance and the 2025 Revenue Procedure do not address other significant aspects of the U.S. federal income tax treatment of digital assets. For example, for a non-U.S. Holder (as defined below), there currently is no guidance directly addressing whether or in what circumstances engaging in certain activities to generate yield on digital assets, including Staking, could give rise to income that is effectively connected with a trade or business in the United States. Similarly, for a U.S. tax-exempt shareholder, there currently is no guidance directly addressing whether or in what circumstances such activities could give rise to UBTI. Moreover, although the Ruling & FAQs address the treatment of hard forks, there continues to be uncertainty with respect to the timing and amount of the income inclusions. While the Ruling & FAQs do not address most situations in which airdrops occur, it is clear from the reasoning of the Ruling & FAQs that the IRS generally would treat an airdrop as a taxable event giving rise to ordinary income.

There can be no assurance that the IRS will not alter its position with respect to digital assets in the future or that a court would uphold the treatment set forth in the Notice, the Ruling & FAQs, the 2023 Staking Guidance and the 2025 Revenue Procedure. 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 HYPE. 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 Trust could hold certain types of digital assets that are not within the scope of the Notice in the event the Sponsor seeks to change the Trust's policy with respect to Incidental Rights or IR Virtual Currency, subject to NASDAQ obtaining regulatory approval from the SEC.

Shareholders are urged to consult their tax advisers regarding the tax consequences of owning and disposing of Shares and 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 HYPE, 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 of HYPE in the Digital Asset Markets, and therefore may have an adverse effect on the value of the Shares.

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. Such developments may increase the uncertainty with respect to the treatment of digital assets for U.S. federal income tax purposes. Moreover, certain future developments could render it impossible, or impracticable, for the Trust to continue to be treated as a grantor trust 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 Hyperliquid Network 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 HYPE 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 Trust and could have an adverse effect on the prices of digital assets, including on the price of HYPE in the Digital Asset Markets. As a result, any such future guidance could have an adverse effect on the value of the Shares.

***A U.S. tax-exempt shareholder may recognize "unrelated business taxable income" as a consequence of an investment in Shares.***

Under the guidance provided in the Ruling & FAQs, hard forks, airdrops and similar occurrences with respect to digital assets will under certain circumstances be treated as taxable events giving rise to ordinary income. Moreover, as separately provided by the IRS in the 2023 Staking Guidance, staking rewards will, under certain circumstances, be treated as giving rise to taxable income. In the absence of guidance to the contrary, it is possible that any such income recognized by a U.S. tax-exempt shareholder would constitute UBTI. A tax-exempt shareholder should consult its tax adviser regarding whether such shareholder may recognize UBTI as a consequence of an investment in Shares. See "Business—Material U.S. Federal Income Tax Consequences."

***The tax treatment of HYPE and transactions involving HYPE for state and local tax purposes is not settled.***

Because HYPE is a new technological innovation, the tax treatment of HYPE for state and local tax purposes, including, without limitation state and local income and sales and use taxes, is not settled. It is uncertain what guidance, if any, on the treatment of HYPE for state and local tax purposes may be issued in the future. A state or local government authority's treatment of HYPE may have negative consequences, including the imposition of a greater tax burden on investors in HYPE or the imposition of a greater cost on the acquisition and disposition of HYPE generally. Any such treatment may have a negative effect on prices of HYPE and may adversely affect the value of the Shares.

***Shareholders may be subject to withholding tax on income derived from forks, airdrops and similar occurrences and, if the Staking Condition is satisfied, Staking Consideration received as staking rewards.***

The Ruling & FAQs do not address whether income recognized by a non-U.S. person as a result of a fork, airdrop or similar occurrence or staking could be subject to the 30% withholding tax imposed on U.S.-source "fixed or determinable annual or periodical" income. Non-U.S. Holders (as defined under "Material U.S. Federal Income Tax Consequences—Tax Consequences to Non-U.S. Holders") should be aware that, in the absence of guidance, a withholding agent (including a broker through which a Non-U.S. Holder holds Shares) may withhold 30% of any such income recognized by a non-U.S. Holder in respect of its Shares, including by deducting such withheld amounts from proceeds that such non-U.S. Holder would otherwise be entitled to receive in connection with a distribution of Incidental Rights, IR Virtual Currency or, if the Staking Condition is satisfied, Staking Consideration received as staking rewards. See "Material U.S. Federal Income Tax Consequences."

In addition, the Trust may enter into Staking Arrangements with Staking Providers organized in, or that have operations in, a non-U.S. jurisdiction. Non-U.S. jurisdictions may seek to impose withholding tax on Staking Consideration received by the Trust as staking rewards, which may negatively affect a shareholder's investment in the Trust.

**Risk Factors Related to Staking**

***Validators may suffer losses due to Staking, or Staking may prove unattractive to validators, which could adversely affect the Hyperliquid Network.***

Validation on the Hyperliquid Network requires HYPE to be locked in a smart contract on the underlying blockchain network not under the control of the person who owns such HYPE. If the Hyperliquid Network source code or protocol were to fail to behave as expected, suffer cybersecurity attacks or hacks, experience security issues, or encounter other problems, staked HYPE may be irretrievably lost. In addition, the Hyperliquid Network's underlying protocol dictates requirements for participation in validation activity, and may impose penalties, if the relevant activities are not performed correctly. For example, validators can be jailed for inadequate latency or low response frequency if a sufficient number of other validators vote to jail that validator. A jailed validator cannot propose or vote on blocks, halting reward generation for themselves and their delegators. Jailed validators can be un-jailed once performance issues are addressed.

Jailing, cybersecurity attacks, security issues, hacks or other problems could damage validators' willingness to participate in validation, discourage existing and future validators from serving as such, and adversely impact the Hyperliquid Network's adoption or the price of HYPE. Any disruption of validation on the Hyperliquid Network could interfere with network operations and cause the Hyperliquid Network to be less attractive to users and application developers than competing blockchain networks, which could cause the price of HYPE to decrease.

Subject to the Staking Condition being satisfied and subject to compliance with certain related requirements, the Sponsor has sole discretion over whether the Trust will engage in Staking, and there can be no assurance that the Sponsor will cause the Trust to engage in Staking. If the Sponsor causes the Trust to engage in Staking, the Sponsor will cause the Trust to engage in Staking with respect to all of the Trust's HYPE at all times, except (i) as necessary to pay the Sponsor's Fee and the Sponsor's Staking Fee, (ii) as necessary to pay any additional Trust expenses, (iii) as necessary to satisfy existing and reasonably foreseen potential redemption requests as determined by the Sponsor, (iv) as necessary to reduce the HYPE obtained by the Trust as Staking Consideration to cash for distribution at regular intervals, (v) as necessary to reduce the HYPE obtained by the Trust as Staking Consideration to cash in

connection with the Trust's liquidation, (vi) as necessary to take protective actions in respect of vulnerabilities in the source code or cryptography underlying the Hyperliquid Network and/or its proof-of-stake protocol, its staking smart contracts or its validator client software, (vii) if the Custodian discontinues its arrangements with the Trust and such discontinuance affects the Trust's HYPE, for so long as is reasonably necessary to re-establish those arrangements or to establish similar arrangements with other parties, (viii) if the Custodian discontinues its arrangements with the Staking Provider and such discontinuance affects the Trust's HYPE, for so long as is reasonably necessary to re-establish those arrangements or to establish similar arrangements with other parties, (ix) in the event of a change in applicable law or regulation, (x) as necessary to maintain a Liquidity Sleeve (as defined herein), (xi) as necessary pursuant to a "contingent liquidity arrangement" within the meaning of Section 6.02(12) of IRS Revenue Procedure 2025-31 or (xii) in accordance with any other exception that is expressly contemplated by an opinion, ruling or tax guidance that satisfies the Staking Condition. All HYPE received by the Trust in connection with the creation of new Shares, or as Staking Consideration, would also be staked upon receipt by the Trust, unless one or more of the exceptions described in clauses (i)-(xii) above applies. Moreover, any staked HYPE which must be un-staked in order to fulfill a distribution in connection with a redemption (to the extent such distribution cannot be fulfilled utilizing the portion of the Trust's HYPE that has not been staked, or through another mechanism to manage liquidity in connection with Redemption Orders contemplated by an opinion of a Tax Advisor, a Tax Ruling or Tax Guidance that satisfies the Staking Condition) will be un-staked only after the redemption request is approved by the Trust, the Sponsor executes an un-stake or withdrawal transaction through the Custodian, and such transaction is processed by the Hyperliquid Network. During the portion of any Uplisted Period during which the Staking Condition has been satisfied with respect to a particular form of Staking, the Trust Agreement imposes further requirements relating to IRS Revenue Procedure 2025-31.

If the Staking Condition is satisfied and the Sponsor causes the Trust to engage in Staking, the Trust will also be required to reduce the Staking Consideration held by the Trust to cash no less often than quarterly and then promptly distribute the cash proceeds, net of any Trust expenses not assumed by the Sponsor, to the Trust's shareholders. The amount of such distributions will depend on the Staking Consideration actually received by the Trust during each period and cannot be predicted with certainty.

Subject to the satisfaction of the Staking Condition with respect thereto, the Sponsor may implement certain liquidity procedures that it believes will ensure that the Trust will satisfy existing and reasonably foreseen redemption requests. Specifically, the Sponsor intends to maintain a portion of unstaked HYPE in the Trust (the "Liquidity Sleeve"). Because the HYPE in the Liquidity Sleeve is freely transferable, there is no timing mismatch between settlement of Shares in primary market redemptions and the HYPE transfer time. The percentage of the Trust's HYPE comprising the Liquidity Sleeve will be dynamic and subject to adjustment based on anticipated primary and secondary market activity of the Shares and the HYPE de-activation process. As of the date of this filing, the Sponsor generally seeks to stake as much of the Trust's HYPE as is practicable (i.e., up to 100%) at all times, with the remainder of the Trust's HYPE remaining unstaked in order to address the various exceptions and other considerations described herein, including the satisfaction of the Staking Condition. The Sponsor cannot provide an expected percentage of the Trust's assets that will be held in the Liquidity Sleeve in the ordinary course as the size of the Liquidity Sleeve may be adjusted in order to address liquidity needs, anticipated redemption activity, and other considerations described herein and further described in the Trust's staking policy. The Sponsor will make the Trust's staking policy available to shareholders on the Sponsor's website. The percentage of the Trust's HYPE that is staked each day will be reported the following day at 4:00 p.m., New York time, on etfs.grayscale.com/ghyp.

In the future and subject to the satisfaction of the Staking Condition thereto, the Sponsor, on behalf of the Trust, may be able to enter into financing arrangements or implement other mechanisms to manage HYPE liquidity constraints. For example, in the future, the Sponsor may arrange for the Trust to enter into redemption orders involving the delivery of HYPE to a Liquidity Provider on a delayed basis (i.e., when the appropriate number of the Trust's HYPE are or become freely transferable), after the Liquidity Provider has delivered cash to the Trust to settle the redemption order. Under a delayed delivery order, the Variable Fee payable by an Authorized Participant would be adjusted, based on the estimated length of time to HYPE delivery, to compensate the Liquidity Provider for agreeing to accept settlement on a delayed basis. No further adjustment to the Variable Fee would be made, and the Trust would not be required to further compensate the Liquidity Provider (or be entitled to compensation from the Liquidity Provider) if the actual date of HYPE delivery differed from the estimated delivery date. It is also possible that, in connection with future redemption orders, the Sponsor may make arrangements for the Trust to obtain liquid

HYPE from the Custodian or another institutional liquidity provider in exchange for the Trust's present or future delivery of a similar number of HYPE tokens, although the details of any such future arrangement are not presently known. These and other liquidity risk policies and procedures are intended to be consistent with NASDAQ's generic listing standards as well as IRS Revenue Procedure 2025-31. However, there can be no assurance that such arrangements would be available as intended or provide sufficient liquidity to satisfy redemption requests.

***The Trust will not be permitted to engage in Staking unless (and, then, only to the extent that) the Staking Condition is satisfied in addition to the Trust satisfying any additional requirements that may arise in connection with the satisfaction of the Staking Condition, which could negatively affect the value of the Shares.***

The Trust currently is prohibited from engaging in Staking, and there can be no assurance that the Trust will be permitted to engage in Staking in the future. The Trust Agreement provides that the Trust may engage in Staking, but only if (and, then, only to the extent that) the Staking Condition has been satisfied. Subject to the Staking Condition being satisfied and subject to compliance with certain related requirements, in the future the Sponsor may modify the form of Staking in which the Trust engages, but only if (and, then, only to the extent that) the Staking Condition has been satisfied with respect to any such modified form of Staking, and subject to compliance with any additional requirements that may arise in connection with satisfaction of the Staking Condition with respect thereto. Although the Sponsor does not currently anticipate modifying the form of Staking, the Sponsor expects that, if any such modification were made, it would result from technical changes to the Hyperliquid Network protocol or the surrounding infrastructure or ecosystem, and would not represent a change in the investment strategy of the Trust.

However, as long as the Staking Condition and any related requirements have not been satisfied with respect to any modified form of Staking, the Trust will not engage in such modified form of Staking, which could place the Shares at a comparative disadvantage relative to an investment in HYPE directly or through a vehicle that is not subject to such a prohibition, which could negatively affect the value of the Shares.

***Staked HYPE tokens will be inaccessible for a variable period of time, determined by a range of factors, which could result in certain liquidity risk to the Trust.***

Validation on Hyperliquid Network requires HYPE to be locked in a smart contracts on the underlying blockchain network not under the control of the person who owns such HYPE for a minimum of one day. Additionally, as part of the "bonding" and "unbonding" processes of Staking, staked HYPE will be inaccessible for a variable period of time determined by a range of factors, including network congestion. "Bonding" is the funding of a validator to be included in the active set of validators, thereby allowing the validator to participate in the Hyperliquid Network's proof-of-stake consensus protocol. "Unbonding" is the request to exit from the active set of validators and no longer participate in the Hyperliquid Network's proof-of-stake consensus protocol. As part of these "bonding" and "unbonding" processes of Staking on the Hyperliquid Protocol, any staked HYPE will be inaccessible for a period of time and will not earn any rewards during this period. Depending on demand, staking can take approximately 24 hours and un-staking can take approximately seven days.

***The Trust will be dependent on third parties to effectively execute the Trust's Staking Arrangements.***

As the Sponsor currently anticipates that validation activity in connection with Staking will be carried out by the third-party Staking Providers, the amount of Staking Consideration that the Trust's Staking activity will generate will be dependent on the performance of the Staking Provider, including the adequacy and reliability of the hardware and software utilized by the Staking Provider. If the Custodian or the Staking Provider experience service outages or otherwise are unable to optimally execute validation activity in connection with the Staking of the Trust's HYPE, the Trust's Staking Consideration may be adversely affected.

***The regulatory landscape surrounding Staking is uncertain.***

The regulatory landscape surrounding Staking is uncertain. On March 17, 2026, the SEC issued a Commission-level interpretation expressing the view that certain staking activities do not involve the offer and sale of securities within the meaning of the federal securities laws. The interpretation only applies to certain staking activities related to participating in the consensus mechanism of a proof-of-stake blockchain network and does not directly address blockchain networks where staking involves other or additional services or features, such as the oracle activities that validators on the Hyperliquid Network provide. Additionally, the SEC's interpretation is not a formal rule and may

be modified or rescinded at any time, and there is a risk that a court could disagree with the views expressed in the interpretation. In that case, or if Staking HYPE is otherwise deemed to involve an "investment contract," and thus a security, under the federal securities laws, the Sponsor, Custodian, and the Trust and its shareholders may be exposed to unforeseen regulatory risks or potential enforcement actions, and the value of HYPE and the value of the Shares may be adversely affected.

***Beneficial owners of Shares could incur tax liabilities without receiving corresponding distributions from the Trust.***

There can be no assurance that the Staking Condition will be satisfied or that the Trust will stake any of its HYPE tokens. If the Staking Condition is satisfied and the Trust engages in Staking, shareholders may suffer adverse tax consequences. In particular, the IRS has indicated that the receipt of Staking Consideration gives rise to current, ordinary income for U.S. federal income tax purposes. Assuming that the Trust is properly treated as a grantor trust for U.S. federal income tax purposes, beneficial owners of Shares will be required to take their ratable share of any such income into account in determining their own tax liability, regardless of whether the Trust makes any corresponding distributions. Shareholders should therefore expect that, if the Staking Condition is satisfied, other sources of funds may be needed to satisfy any associated tax liability. Moreover, if the Staking Condition were satisfied and the Trust were to sell HYPE to fund cash distributions in respect of that tax liability, a shareholder generally would be treated as having sold its pro rata share of those HYPE for their fair market value at that time (which, in the case of HYPE sold by the Trust, generally will be equal to the cash proceeds received by the Trust in respect thereof), and the shareholder generally would recognize gain or loss on such sale as described in the section entitled "Material U.S. Federal Income Tax Consequences."

**Risk Factors Related to Potential Conflicts of Interest**

***Potential conflicts of interest may arise among the Sponsor or its affiliates and the Trust. The Sponsor and its affiliates have no fiduciary duties to the Trust and its shareholders other than as provided in the Trust Agreement, which may permit them to favor their own interests to the detriment of the Trust and its shareholders.***

The Sponsor will manage the affairs of the Trust. Conflicts of interest may arise among the Sponsor and its affiliates, on the one hand, and the Trust and its shareholders, on the other hand. As a result of these conflicts, the Sponsor may favor its own interests and the interests of its affiliates over the Trust and its shareholders. These potential conflicts include, among others, the following:

- The Sponsor has no fiduciary duties to, and is allowed to take into account the interests of parties other than, the Trust and its shareholders in resolving conflicts of interest, provided the Sponsor does not act in bad faith;

- The Trust has agreed to indemnify the Sponsor and its affiliates pursuant to the Trust Agreement;

- The Sponsor is responsible for allocating its own limited resources among different clients and potential future business ventures, to each of which it owes fiduciary duties;

- The Sponsor and its staff also service affiliates of the Sponsor, including several other digital asset investment vehicles, and their respective clients and cannot devote all of its, or their, respective time or resources to the management of the affairs of the Trust;

- The Sponsor, its affiliates and their respective officers and employees are not prohibited from engaging in other businesses or activities, including those that might be in direct competition with the Trust;

- Affiliates of the Sponsor have substantial direct investments in HYPE that they are permitted to manage taking into account their own interests without regard to the interests of the Trust or its shareholders, and any increases, decreases or other changes in such investments could affect the Index Price and, in turn, the value of the Shares;

- There is an absence of arm's-length negotiation with respect to certain terms of the Trust, and, where applicable, there has been no independent due diligence conducted with respect to the Trust;

- Several employees of the Sponsor and the Sponsor's indirect parent company, DCG, are FINRA-registered representatives who historically maintained their licenses through Genesis and currently maintain their licenses through Grayscale Securities;

- DCG is (i) the indirect parent company of the Sponsor; and (ii) a minority interest holder in Kraken, one of the Digital Asset Trading Platforms included in the Index, representing less than 1.0% of its equity;

- DCG has investments in a large number of digital assets and companies involved in the digital asset ecosystem, including trading platforms and custodians. DCG's positions on changes that should be adopted in the Hyperliquid Network could be adverse to positions that would benefit the Trust or its shareholders. Additionally, before or after a hard fork on the Hyperliquid Network, DCG's position regarding which fork among a group of incompatible forks of the Hyperliquid Network should be considered the "true" Hyperliquid Network could be adverse to the Sponsor's determination for purposes of the Trust Agreement and adverse to positions that would most benefit the Trust;

- DCG has been vocal in the past about its support for digital assets other than HYPE. Any investments in, or public positions taken on, digital assets other than HYPE by DCG, could have an adverse impact on the price of HYPE;

- The Sponsor decides whether to retain separate counsel, accountants or others to perform services for the Trust;

- While the Index Provider does not currently utilize data from over-the-counter markets or derivatives platforms, it may decide to include pricing from such markets or platforms in the future;

- The Sponsor may appoint an agent to act on behalf of the shareholders, and such agent may be the Sponsor or an affiliate of the Sponsor; and

- The Sponsor has historically and may again select an Index Provider that is an affiliate of the Sponsor and the Trust.

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

For a further discussion of the conflicts of interest among the Sponsor, the distributor, the marketer, Authorized Participant, Liquidity Providers, the Trust and others, see "Certain Relationships and Related Party Transactions."

***DCG is a minority interest holder in Kraken, which operates one of the Digital Asset Trading Platforms included in the Index Price.***

DCG, the indirect parent company of the Sponsor, holds a minority interest of less than 1.0% in Kraken. The Sponsor values its digital assets by reference to the Index Price. The Index Price is the price in U.S. dollars of a HYPE derived from the Digital Asset Trading Platforms that are reflected in the Index developed by CoinDesk Indices, Inc. as of 4:00 p.m., New York time, on each business day. Kraken is one of the Digital Asset Trading Platforms included in the Index.

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

***Shareholders cannot be assured of the Sponsor's continued services, the discontinuance of which may be detrimental to the Trust.***

Shareholders cannot be assured that the Sponsor will be willing or able to continue to serve as sponsor to the Trust for any length of time. If the Sponsor discontinues its activities on behalf of the Trust and a substitute sponsor is not appointed, the Trust will terminate and liquidate its HYPE.

Appointment of a substitute sponsor will not guarantee the Trust's continued operation, successful or otherwise. Because a substitute sponsor may have no experience managing a digital asset financial vehicle, a substitute sponsor may not have the experience, knowledge or expertise required to ensure that the Trust will operate successfully or continue to operate at all. Therefore, the appointment of a substitute sponsor may not necessarily be beneficial to the Trust and the Trust may terminate. See "Certain Relationships and Related Party Transactions—The Sponsor."

***If the Custodian resigns or is removed by the Sponsor or otherwise, without replacement, it would trigger early termination of the Trust.***

The Custodian may terminate the Custodian Agreement for Cause (as defined in "Business— Description of the Custodian Agreement—Term; Termination and Suspension") which is not cured within thirty (30) days after receipt by the Trust of written notice from the Custodian of such breach or upon one hundred eighty days' prior written notice to the Trust, as provided under the Custodian Agreement. The Custodian may also terminate the Custodian Agreement if any part of the Custodial Services is or is likely to become in violation of applicable laws or if the Trust files bankruptcy or becomes insolvent. If the Custodian resigns or is removed by the Sponsor or otherwise, without replacement, the Trust will dissolve in accordance with the terms of the Trust Agreement.

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

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

***The Trust is an "emerging growth company" and it cannot be certain if the reduced disclosure requirements applicable to emerging growth companies may make the Shares less attractive to investors.***

The Trust is an "emerging growth company" as defined in the JOBS Act. For as long as the Trust continues to be an emerging growth company it may choose to take advantage of certain exemptions from various reporting requirements applicable to other public companies but not to emerging public companies, which include, among other things:

- exemption from the auditor attestation requirements under Section 404(b) of the Sarbanes-Oxley Act;
- reduced disclosure obligations regarding executive compensation in the Trust's periodic reports and audited financial statements in this prospectus;
- exemptions from the requirements of holding advisory "say-on-pay" votes on executive compensation and shareholder advisory votes on "golden parachute" compensation; and
- exemption from any rules requiring mandatory audit firm rotation and auditor discussion and analysis and, unless otherwise determined by the SEC, any new audit rules adopted by the Public Company Accounting Oversight Board.

The Trust could be an emerging growth company until the last day of the fiscal year following the fifth anniversary after its initial public offering of the Shares pursuant to this registration statement, or until the earliest of (1) the last day of the fiscal year in which it has annual gross revenue of $1.235 billion or more, (2) the date on which it has, during the previous three-year period, issued more than $1 billion in non-convertible debt, or (3) the date on which it is deemed to be a large accelerated filer under the federal securities laws. The Trust will qualify as a large accelerated filer as of the first day of the first fiscal year after it has (A) more than $700 million in outstanding

equity held by non-affiliates, (B) been public for at least 12 months, and (C) filed at least one annual report on Form 10-K.

Under the JOBS Act, emerging growth companies are also permitted to elect to delay adoption of new or revised accounting standards until companies that are not subject to periodic reporting obligations are required to comply, if such accounting standards apply to non-reporting companies. However, the Trust has chosen to opt out of this extended transition period for complying with new or revised accounting standards. Section 107 of the JOBS Act provides that the decision to opt out of the extended transition period for complying with new or revised accounting standards is irrevocable.

The Trust cannot predict if investors will find an investment in Shares less attractive if it relies on these exemptions.

**Risk Factors Related to the Offering**

***There may be less liquidity or wider spreads in the market for the Shares as compared to the shares of other spot HYPE exchange-traded products, if and when the listing of such products has been approved.***

Although the Shares are expected to be publicly listed and traded on the NASDAQ, as a new investment vehicle, there can be no guarantee that the trading market for the Shares will develop as robustly as the trading market for the shares of other spot HYPE exchange-traded products, if and when the listing of such products has been approved, or that one will develop at all. To the extent that no active trading market develops and/or the assets of the Trust do not reach or maintain a viable size to facilitate robust trading, the liquidity of the Shares may be limited, which could result in wider bid/ask spreads and negatively impact the value of the Shares. In addition, if shareholders need to sell their Shares at a time when no active market for them exists, the price shareholders receive for their Shares, assuming that shareholders are able to sell them, likely will be lower than the price that shareholders would receive if an active market did exist and, accordingly, a shareholder may suffer losses. See "—Risk Factors Related to the Digital Asset Markets—The lack of active trading markets for the Shares may result in losses on investors' investments at the time of disposition of 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 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 NASDAQ 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 HYPE in connection with Cash Orders, the Trust 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 Trust's NAV per Share as a result of the non-concurrent trading hours between NASDAQ and the Digital Asset Trading Platform Market.***

The Trust's NAV per Share will fluctuate with changes in the market value of HYPE, and the Sponsor expects the trading price of the Shares to fluctuate in accordance with changes in the Trust's NAV per Share, as well as market supply and demand. However, the Shares may trade on NASDAQ at a price that is at, above or below the Trust's NAV per Share for a variety of reasons. For example, NASDAQ 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 NASDAQ is closed but Digital Asset Trading Platforms are open, significant changes in the price of HYPE on the Digital Asset Trading Platform Market could result in a difference in performance between the value of HYPE as measured by the Index and the most recent NAV per Share or closing trading price. For example, if the price of HYPE on the Digital Asset Trading Platform Market, and the value of HYPE as measured by the Index, move significantly in a negative direction after the close of NASDAQ, the trading price of the Shares may "gap" down to the full extent of such negative price shift when NASDAQ reopens. If the price of HYPE on the Digital Asset Trading Platform Market drops significantly during hours NASDAQ 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 NASDAQ 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.

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

If the Shares trade on NASDAQ in the future at a premium, investors who purchase Shares on NASDAQ will pay more for their Shares than investors who purchase Shares directly from Authorized Participants. In contrast, if the Shares trade on NASDAQ 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 NASDAQ. As a result, shareholders who purchase Shares on NASDAQ 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 Trust may suffer a loss on their investment if they sell their Shares at a time when the Shares are trading at a discount on NASDAQ. 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.

***The inability of Authorized Participants and market makers to hedge their HYPE exposure may adversely affect the liquidity of Shares and the value of an investment in the Shares.***

Authorized Participants and market makers will generally want to hedge their exposure in connection with Basket purchase and redemption orders. To the extent Authorized Participants and market makers are unable to hedge their exposure due to market conditions (e.g., insufficient HYPE liquidity in the market, inability to locate an appropriate hedge counterparty, extreme volatility in the price of HYPE, wide spreads between prices quoted on different Digital Asset Trading Platforms, the closing of Digital Asset Trading Platforms due to fraud, failures, security breaches or otherwise etc.), such conditions may make it difficult to purchase or redeem Baskets or cause them to not create or redeem Baskets. In addition, the hedging mechanisms employed by Authorized Participants and market makers to hedge their exposure to HYPE may not function as intended, which may make it more difficult for them to enter into such transactions. Such events could negatively impact the market price of the Shares and the spread at which the Shares trade on the open market.

***Arbitrage transactions intended to keep the price of the Shares closely linked to the price of HYPE may be problematic if the process for the purchase and redemption of Baskets encounters difficulties, which may adversely affect an investment in the Shares.***

If the processes of creation and redemption of Shares (which depend on timely transfers of HYPE to and by the Custodian) encounter any unanticipated difficulties due to, for example, the price volatility of HYPE, the insolvency, business failure or interruption, default, failure to perform, security breach, or other problems affecting the Custodian, the closing of Digital Asset Trading Platforms to fraud, failures, security breaches or otherwise, or network outages or congestion, spikes in transaction fees demanded by validators, or other problems or disruptions affecting the Hyperliquid Network, then potential market participants, such as the Authorized Participants and their customers, who would otherwise be willing to purchase or redeem Baskets to take advantage of any arbitrage opportunity arising from discrepancies between the price of the Shares and the price of the underlying HYPE may not take the risk that, as a result of those difficulties, they may not be able to realize the profit they expect.

Alternatively, in the case of a network outage or other problems affecting the Hyperliquid Network, the processing of transactions on the Hyperliquid Network may be disrupted, which in turn may prevent Liquidity Providers from depositing or withdrawing HYPE from their custody accounts, which in turn could affect the creation or redemption of Baskets. If this is the case, the liquidity of the Shares may decline and the price of the Shares may fluctuate independently of the price of HYPE and may fall or otherwise diverge from NAV. Furthermore, in the event that the market for HYPE should become relatively illiquid and thereby materially restrict opportunities for arbitraging by delivering HYPE in return for Baskets, the price of the Shares may diverge from the price of HYPE.

## USE OF PROCEEDS

Proceeds received by the Trust from the issuance and sale of Baskets will consist of HYPE deposited with the Trust in connection with creations. Such HYPE will only be (i) owned by the Trust, (ii) transferred (or converted to U.S. dollars, if necessary) to pay the Trust's expenses, (iii) distributed or otherwise disposed of in connection with the redemption of Baskets, (iv) liquidated in the event that the Trust terminates or as otherwise required by law or regulation or (v) used in Staking, only if (and, then, only to the extent that) the Staking Condition relating to the qualification of the Trust as a grantor trust for U.S. federal income tax purposes is satisfied and subject to compliance with any additional requirements that may arise in connection with satisfaction of the Staking Condition.

## MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following discussion and analysis of our financial condition and results of operations should be read together with, and is qualified in its entirety by reference to, our audited financial statement and related notes included elsewhere in this prospectus, which have been prepared in accordance with generally accepted accounting principles in the United States ("U.S. GAAP"). The following discussion may contain forward-looking statements based on assumptions we believe to be reasonable. Our actual results could differ materially from those discussed in these forward-looking statements. Factors that could cause or contribute to these differences include, but are not limited to, those discussed below and elsewhere in this prospectus, particularly in "Risk Factors" and "Forward-Looking Statements."*

### Trust Overview

The Trust is a passive entity that is managed and administered by the Sponsor and does not have any officers, directors or employees. The Trust holds HYPE and, from time to time on a periodic basis, will issue Creation Baskets in exchange for deposits of HYPE (or cash to acquire HYPE) and redeem Baskets in exchange for HYPE (or proceeds from the disposition of HYPE) from the Trust. As a passive investment vehicle, the Trust's investment objective is for the value of the Shares (based on HYPE per Share) to reflect the value of HYPE held by the Trust, including HYPE earned as Staking Consideration (to the extent that the Staking Condition is satisfied and Staking is implemented), determined by reference to the Index Price, less the Trust's expenses and other liabilities. While an investment in the Shares is not a direct investment in HYPE, the Shares are designed to provide investors with a cost-effective and convenient way to gain investment exposure to HYPE, including any HYPE earned as Staking Consideration (to the extent the Staking Condition is satisfied and Staking is implemented). The Trust will not utilize leverage, derivatives or any similar arrangements in seeking to meet its investment objective. The Trust is not managed like a business corporation or an active investment vehicle.

### Critical Accounting Policies and Estimates

#### *Investment Transactions and Revenue Recognition*

The Trust considers investment transactions to be the receipt of HYPE by the Trust in connection with Share creations and the delivery of HYPE by the Trust in connection with Share redemptions or for payment of expenses in HYPE. The Trust records its investment transactions on a trade date basis and changes in fair value are reflected as net change in unrealized appreciation or depreciation on investments. Realized gains and losses are calculated using the specific identification method. Realized gains and losses are recognized in connection with transactions including settling obligations for the Sponsor's Fee in HYPE.

#### *Principal Market and Fair Value Determination*

To determine which market is the Trust's principal market (or in the absence of a principal market, the most advantageous market) for purposes of calculating the Trust's net asset value in accordance with U.S. GAAP ("Principal Market NAV"), the Trust follows Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 820-10, which outlines the application of fair value accounting. ASC 820-10 determines fair value to be the price that would be received for HYPE in a current sale, which assumes an orderly transaction between market participants on the measurement date. ASC 820-10 requires the Trust to assume that HYPE is sold in its principal market to market participants or, in the absence of a principal market, the most advantageous market. Market participants are defined as buyers and sellers in the principal or most advantageous market that are independent, knowledgeable, and willing and able to transact.

The Trust only receives HYPE in connection with a creation order from an Authorized Participant and does not itself transact on any Digital Asset Markets. Therefore, the Trust looks to market-based volume and level of activity for Digital Asset Markets. An Authorized Participant, or a Liquidity Provider, may transact in a Brokered Market, a Dealer Market, Principal-to-Principal Markets and Exchange Markets (referred to as "Trading Platform Markets"), each as defined in the FASB ASC Master Glossary (collectively, "Digital Asset Markets"). In determining which of the eligible Digital Asset Markets is the Trust's principal market, the Trust reviews these criteria in the following order:

- First, the Trust reviews a list of Digital Asset Markets that maintain practices and policies designed to comply with AML and KYC regulations, and non-Digital Asset Trading Platform Markets that the Trust

reasonably believes are operating in compliance with applicable law, including federal and state licensing requirements, based upon information and assurances provided to it by each market.

- Second, the Trust sorts these Digital Asset Markets from high to low by market-based volume and level of activity of HYPE traded on each Digital Asset Market in the trailing twelve months.

- Third, the Trust then reviews pricing fluctuations and the degree of variances in price on Digital Asset Markets to identify any material notable variances that may impact the volume or price information of a particular Digital Asset Market.

- Fourth, the Trust then selects a Digital Asset Market as its principal market based on the highest market-based volume, level of activity and price stability in comparison to the other Digital Asset Markets on the list. Based on information reasonably available to the Trust, Trading Platform Markets have the greatest volume and level of activity for the asset. The Trust therefore looks to accessible Trading Platform Markets as opposed to the Brokered Market, Dealer Market and Principal-to-Principal Markets to determine its principal market. As a result of the aforementioned analysis, a Trading Platform Market has been selected as the Trust's principal market.

The Trust determines its principal market (or in the absence of a principal market the most advantageous market) annually and conducts a quarterly analysis to determine (i) if there have been recent changes to each Digital Asset Market's trading volume and level of activity in the trailing twelve months, (ii) if any Digital Asset Markets have developed that the Trust has access to, or (iii) if recent changes to each Digital Asset Market's price stability have occurred that would materially impact the selection of the principal market and necessitate a change in the Trust's determination of its principal market.

The cost basis of HYPE received by the Trust in connection with a creation order is recorded by the Trust at the fair value of HYPE at 4:00 p.m., New York time, on the creation date for financial reporting purposes. The cost basis recorded by the Trust may differ from proceeds collected by an Authorized Participant from the sale of the corresponding Shares to investors.

***Investment Company Considerations***

The Trust is an investment company for U.S. GAAP purposes and follows accounting and reporting guidance in accordance with the FASB ASC Topic 946, Financial Services – Investment Companies. The Trust uses fair value as its method of accounting for HYPE in accordance with its classification as an investment company for accounting purposes. The Trust is not a registered investment company under the Investment Company Act of 1940. U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts in the financial statements and accompanying notes. Actual results could differ from those estimates and these differences could be material.

***Cash Resources and Liquidity***

The Trust only receives and holds cash in order to facilitate creations and redemptions pursuant to Cash Orders, and does not otherwise have or maintain a cash balance at any time. When selling HYPE and, subject to NASDAQ obtaining regulatory approval from the SEC, Incidental Rights and/or IR Virtual Currency in the Digital Asset Market to pay Additional Trust Expenses on behalf of the Trust, the Sponsor endeavors to sell the exact amount of HYPE, Incidental Rights and/or IR Virtual Currency needed to pay expenses in order to minimize the Trust's holdings of assets other than HYPE. In addition, upon the consummation or deemed failure of a Cash Order to create or redeem Baskets, the Trust will promptly return any excess cash it continues to hold with respect to such Cash Order to the applicable counterparty. As a consequence, the Sponsor expects that the Trust will not record any cash flow from its operations and that its cash balance will be zero at the end of each reporting period. Furthermore, the Trust is not a party to any off-balance sheet arrangements.

Generally, the Trust does not intend to hold cash, except in connection with Cash Orders for creations or redemptions of Baskets. Cash includes non-interest bearing non-restricted cash with one institution. Cash in a bank deposit account, at times, may exceed U.S. federally insured limits. The Trust has not experienced any losses in such accounts and does not believe it is exposed to any significant credit risk on such bank deposits.

In exchange for the Sponsor's Fee, the Sponsor has agreed to assume most of the expenses incurred by the Trust. As a result, the only ordinary expense of the Trust expected to be incurred is the Sponsor's Fee and, if

applicable, any Additional Trust Expenses. The Trust is not aware of any trends, demands, conditions or events that are reasonably likely to result in material changes to its liquidity needs.

**Quantitative and Qualitative Disclosures about Market Risk**

The Trust Agreement does not authorize the Trust to borrow for payment of the Trust's ordinary expenses. The Trust does not engage in transactions in foreign currencies which could expose the Trust or holders of Shares to any foreign currency related market risk. The Trust does not invest in derivative financial instruments and has no foreign operations or long-term debt instruments.

## BUSINESS

### Overview of the Trust and the Shares

Grayscale HYPE ETF (the "Trust") is a Delaware Statutory Trust that was formed on January 8, 2026 by the filing of the Certificate of Trust with the Delaware Secretary of State in accordance with the provisions of the DSTA. In connection with the effectiveness of this registration statement and the listing of the Shares on NASDAQ, the Sponsor intends to rename the Trust as Grayscale Hyperliquid Staking ETF by filing a Certificate of Amendment to the Certificate of Trust with the Delaware Secretary of State in accordance with the provisions of the DSTA. The Trust's purpose is to hold "HYPE", which are digital assets that are created and transmitted through the operations of the peer-to-peer Hyperliquid Network, a decentralized network of computers that operates on cryptographic protocols. The maximum supply of HYPE is one billion. Approximately 256 million HYPE were in the circulating supply as of March 31, 2026. As of March 31, 2026, the 24-hour trading volume of HYPE was approximately $232.7 million. As of March 31, 2026, the aggregate market value of HYPE was $9.4 billion. As of March 31, 2026, HYPE was the tenth largest digital asset by market capitalization, as tracked by CoinMarketCap.com.

As a passive investment vehicle, the Trust's investment objective is for the value of the Shares (based on HYPE per Share) to reflect the value of the HYPE held by the Trust, including any HYPE earned as Staking Consideration (to the extent that the Staking Condition is satisfied and Staking is implemented), determined by reference to the Index Price, less the Trust's expenses and other liabilities. The Trust does not seek to generate returns beyond tracking the price of HYPE and any HYPE earned as Staking Consideration (to the extent that the Staking Condition is satisfied and Staking is implemented). There can be no assurance that the Trust will be able to achieve its investment objective. The Trust will not utilize leverage, derivatives or any similar arrangements in seeking to meet its investment objective.

From and after the date of this prospectus, the Trust intends to issue Shares on an ongoing basis pursuant to this registration statement, 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 NASDAQ under the symbol "HYPG." 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 Index Price (referred to as the "arbitrage mechanism"). In particular, upon listing on NASDAQ, the Sponsor 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 by the Authorized Participants to the public at varying prices to be determined by reference to, among other considerations, the price of the HYPE represented by each Share and the trading price of the Shares on NASDAQ at the time of each sale.

GSIS, a consolidated subsidiary of DCG, is the Sponsor of the Trust. CSC Delaware Trust Company is the trustee (the "Trustee") of the Trust, The Bank of New York Mellon is the transfer agent (in such capacity, the "Transfer Agent") and the administrator (in such capacity, the "Administrator") of the Trust and Anchorage Digital Bank N.A. is the custodian (the "Custodian") of the Trust.

Grayscale Investments, a Delaware corporation, is the sole managing member of GSO, a Delaware limited liability company, which is the sole member of the Sponsor, and each of Grayscale Investments, GSO and GSIS are consolidated subsidiaries of DCG. Grayscale Investments has a board of directors (the "Board") that is responsible for managing and directing the affairs of the Sponsor. See "Key Personnel of the Sponsor."

The Trust 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 from time to time. Baskets are offered in exchange for HYPE (or cash to acquire HYPE). Through its redemption program, the Trust will redeem Shares from Authorized Participants on an ongoing basis. 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 Basket Amount, which is the amount of HYPE required to create or redeem a Basket of Shares, multiplied by the "Index Price," which is the U.S. dollar value of a HYPE derived from the Digital Asset Trading Platforms that are reflected in the CoinDesk Hyperliquid Benchmark Extended Rate (the "Index") at 4:00 p.m., New York time, on each business day. The Index Price is calculated using non-GAAP methodology and is not used to calculate Principal Market NAV in the Trust's financial statements. See "—Overview of the Hyperliquid Industry and Market—The Index and the Index Price."

The Basket Amount on any trade date is determined by dividing (x) the amount of HYPE owned by the Trust at 4:00 p.m., New York time, on such trade date, after deducting the amount of HYPE representing the U.S. dollar value of accrued but unpaid fees and expenses of the Trust (converted using the Index Price at such time, and carried to the eighth decimal place), by (y) the number of Shares outstanding at such time (with the quotient so obtained calculated to one one-hundred-millionth of one HYPE (i.e., carried to the eighth decimal place)), and multiplying such quotient by 10,000.

The Trust will create Baskets of Shares only upon receipt of HYPE and will redeem Shares only by distributing HYPE or proceeds from the disposition of HYPE. Authorized Participants may submit orders to create or redeem Shares under one of two procedures, which are referred to as "In-Kind Orders" and "Cash Orders" in this prospectus. In connection with In-Kind Orders, Authorized Participants, or their AP Designees, deposit HYPE directly with the Trust or receive HYPE directly from the Trust. 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.

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

The Sponsor maintains an internet website at etfs.grayscale.com/hypg. Additional information regarding the Trust 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 or any other report or documents we file with or furnish to the SEC. Further, our references to the URLs for these websites are intended to be inactive textual references only.

**Investment Objective**

The Trust's investment objective is for the value of the Shares (based on HYPE per Share) to reflect the value of the HYPE held by the Trust, including HYPE earned as Staking Consideration (to the extent that the Staking Condition is satisfied and Staking is implemented), determined by reference to the Index Price, less the Trust's expenses and other liabilities. There can be no assurance that the Trust will be able to achieve its investment objective. Although we expect the arbitrage mechanism to keep the value of the Shares closely linked to the Index Price, the Shares may trade at a premium or discount to the value of the HYPE held by the Trust, determined by reference to the Index Price, less the Trust's expenses and other liabilities, and any such premium or discount may be significant.

While an investment in the Shares is not a direct investment in HYPE, the Shares are designed to provide investors with a cost-effective and convenient way to gain investment exposure to HYPE. A substantial direct investment in HYPE may require expensive and sometimes complicated arrangements in connection with the acquisition, security and safekeeping of the HYPE and may involve the payment of substantial fees to acquire such HYPE from third-party facilitators through cash payments of U.S. dollars. Because the value of the Shares is designed to be correlated with the value of the HYPE held by the Trust, it is important to understand the investment attributes of, and the market for, HYPE.

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

The Trust uses the Index Price to calculate its "NAV," which is the aggregate value, expressed in U.S. dollars, of the Trust's assets (other than U.S. dollars or other fiat currency), less the U.S. dollar value of the Trust's expenses and other liabilities calculated in the manner set forth under "—Valuation of HYPE and Determination of NAV." "NAV per Share" is calculated by dividing NAV by the number of Shares then outstanding.

NAV and NAV per Share are not measures calculated in accordance with U.S. GAAP. NAV is not intended to be a substitute for the Trust's Principal Market NAV calculated in accordance with U.S. GAAP, and NAV per Share is not intended to be a substitute for the Trust's Principal Market NAV per Share calculated in accordance with U.S. GAAP.

Pursuant to the terms of the Trust Agreement, the Trust is required to dissolve under certain circumstances. In addition, the Sponsor may, in its sole discretion, dissolve the Trust for a number of reasons, including if the Sponsor determines, in its sole discretion, that it is desirable or advisable for any reason to discontinue the affairs of the Trust. For example, if the Sponsor determines that HYPE is a security under the federal securities laws, whether that determination is initially made by the Sponsor itself, or because a federal court upholds an allegation that HYPE is a security, the Sponsor does not intend to permit the Trust to continue holding HYPE in a way that would violate the federal securities laws (and therefore would either dissolve the Trust or potentially seek to operate the Trust in a manner that complies with the federal securities laws, including the Investment Company Act of 1940 (the "Investment Company Act")). See "—Description of the Trust Agreement— Termination of the Trust" for additional discussion of the circumstances under which the Trust could be dissolved. See "Risk Factors—Risk Factors Related to the Trust and the Shares—A determination that HYPE or any other digital asset is or involves a transaction in a "security" may adversely affect the value of HYPE and the value of the Shares, and result in potentially extraordinary, nonrecurring expenses to, or termination of, the Trust."

**Characteristics of the Shares**

The Shares are intended to offer investors an opportunity to gain exposure to digital assets through an investment in securities. The logistics of accepting, transferring and safekeeping of HYPE are dealt with by the Sponsor and Custodian, and the related expenses are built into the value of the Shares. Therefore, shareholders do not have additional tasks or costs over and above those generally associated with investing in any other security.

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

- *Easily Accessible and Relatively Cost Efficient*. Investors in the Shares can also directly access the Digital Asset Markets. The Sponsor believes that investors will be able to more effectively implement strategic and tactical asset allocation strategies that use HYPE by using the Shares instead of directly purchasing and holding HYPE, and for many investors, transaction costs related to the Shares will be lower than those associated with the direct purchase, storage and safekeeping of HYPE.

- *Market-Traded and Transparent*. The Shares are expected to be listed on NASDAQ. The Sponsor believes the listing of the Shares on NASDAQ will provide investors with an efficient means to implement various investment strategies. The Trust will not hold or employ any derivative securities. Furthermore, the value of the Trust's assets will be reported each day on etfs.grayscale.com/hypg.

- *Minimal Credit Risk*. The Shares represent an interest in actual HYPE owned by the Trust. The Trust's HYPE are not subject to borrowing arrangements with third parties and are subject to counterparty and minimal credit risk with respect to the Custodian. This contrasts with the other financial products such as CoinShares exchange-traded notes, TeraExchange swaps and HYPE futures and options traded on the Chicago Mercantile Exchange and the Intercontinental Exchange through which investors gain exposure to digital assets through the use of derivatives that are subject to counterparty and credit risks.

- *Safekeeping System*. The Custodian has been appointed to control and secure the HYPE for the Trust using offline storage, or cold storage, mechanisms to secure the Trust's private key "shards". The hardware, software, administration and continued technological development that are used by the Custodian may not be available or cost-effective for many investors.

The Trust differentiates itself from many competing digital asset financial vehicles in the following ways:

- *Custodian*. The Custodian that holds the private key shards associated with the Trust's HYPE is Anchorage Digital Bank N.A. Other digital asset financial vehicles that use cold storage may not use a custodian to hold their private keys.

- *Cold Storage of Private Keys*. The private key shards associated with the Trust's HYPE are kept in cold storage, which means that the Trust's HYPE are disconnected and/or deleted entirely from the internet. See "—Custody of the Trust's HYPE" for more information relating to the storage and retrieval of the Trust's private keys to and from cold storage. Other digital asset financial vehicles may not utilize cold storage or may utilize less effective cold storage-related hardware and security protocols.

- *Enhanced Security*. Transfers from the Trust's Accounts require certain security procedures, including but not limited to, multiple encrypted private key shards, usernames, passwords and 2-step verification. Multiple private key shards held by the Custodian must be combined to reconstitute the private key to sign any transaction in order to transfer the Trust's HYPE. These security procedures are intended to remove single points of failure in the protection of the Trust's HYPE.

- *Directly Held HYPE.* The Trust directly owns actual HYPE held through the Custodian. This may differ from other digital asset financial vehicles that provide HYPE exposure through other means, such as the use of financial or derivative instruments.

- *Sponsor's Fee*. The Sponsor's Fee is a competitive factor that may influence the value of the Shares.

**Activities of the Trust**

The activities of the Trust are limited to (i) issuing Baskets in exchange for HYPE (or cash to acquire HYPE) transferred to the Trust as consideration in connection with the creations, (ii) transferring or selling HYPE as necessary to cover the Sponsor's Fee, the Sponsor's Staking Fee (to the extent that the Staking Condition is satisfied) and/or any Additional Trust Expenses, (iii) transferring or disposing of HYPE to retire Baskets surrendered for redemption, (iv) causing the Sponsor to sell HYPE on the termination of the Trust, (v) making distributions of Incidental Rights and/or IR Virtual Currency or cash from the sale thereof (subject to NASDAQ obtaining regulatory approval from the SEC), as described in "—Incidental Rights and IR Virtual Currency" below, (vi) engaging in all administrative and security procedures necessary to accomplish such activities in accordance with the provisions of the Trust Agreement, the Custodian Agreement, the Index License Agreement, the Participant Agreements and the Liquidity Provider Agreements and (vii) engaging in any form of Staking, but only if (and, then, only to the extent that) the Staking Condition has been satisfied with respect thereto.

The Trust may engage in any lawful activity necessary or desirable in order to facilitate shareholders' access to Incidental Rights or IR Virtual Currency (subject to NASDAQ obtaining regulatory approval from the SEC), provided that such activities do not conflict with the terms of the Trust Agreement. The Trust will not be actively managed. It will not engage in any activities designed to obtain a profit from, or to ameliorate losses caused by changes in the market prices of HYPE.

**Incidental Rights and IR Virtual Currency**

The Sponsor has notified the Custodian, on behalf of the Trust (such notices, together, the "Pre-Creation/Redemption Abandonment Notices") that the Trust will abandon, irrevocably and for no direct or indirect consideration, effective immediately prior to each time at which the Trust creates or redeems Shares (each such time, a "Creation Time" or "Redemption Time", respectively), all Incidental Rights and IR Virtual Currency to which it would otherwise be entitled as of such time. An abandonment made pursuant to the Pre-Creation/Redemption Abandonment Notices 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 Incidental Right or IR Virtual Currency if (i) the Trust has taken, or is taking at such time, an "Affirmative Action" to acquire or abandon such Incidental Right or IR Virtual Currency at any time prior to the relevant Creation Time or Redemption Time or (ii) such Incidental Right or IR Virtual Currency has been subject to a previous Pre-Creation/Redemption Abandonment. An "Affirmative Action" refers to a written notification from the Sponsor to the Custodian of the Trust's intention (i) to acquire and/or retain an Incidental Right and/or IR Virtual

Currency or (ii) to abandon, with effect prior to the relevant Creation Time or Redemption Time, an Incidental Right and/or IR Virtual Currency.

As a result of the Pre-Creation/Redemption Abandonment Notices, the Trust has abandoned, prior to each relevant Creation Time or Redemption Time, any Incidental Right or IR Virtual Currency that it may have had any right to receive at such time. The Trust has no right to receive any Incidental Right or IR Virtual Currency abandoned pursuant to either the Pre-Creation/Redemption Abandonment Notices or Affirmative Actions. Furthermore, the Custodian has no authority, pursuant to the Custodian Agreement or otherwise, to exercise, obtain or hold, as the case may be, any such abandoned Incidental Right or IR Virtual Currency on behalf of the Trust or to transfer any such abandoned Incidental Right or IR Virtual Currency to the Trust if the Trust terminates its custodial arrangement with the Custodian. In addition, the Sponsor has committed to cause the Trust not to take any Affirmative Action to acquire any Incidental Right or IR Virtual Currency and, therefore, irrevocably abandon any Incidental Right and IR Virtual Currency to which the Trust may become entitled in the future.

Because the Sponsor has committed to causing the Trust to irrevocably abandon all Incidental Rights and IR Virtual Currency to which the Trust otherwise would become entitled in the future, and causing the Trust not to take any Affirmative Actions, the Trust will not receive any direct or indirect consideration for the Incidental Rights or IR Virtual Currency and thus the value of the Shares will not reflect the value of the Incidental Rights or IR Virtual Currency. In addition, in the event the Sponsor seeks to change the Trust's policy with respect to Incidental Rights or IR Virtual Currency, an application would need to be filed with the SEC by NASDAQ seeking approval to amend its listing rules to permit the Trust to distribute the Incidental Rights or IR Virtual Currency 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 Sponsor would make such a decision, or when NASDAQ will seek or obtain this approval, if at all. See "Risk Factors—Risks Related to the Trust and the Shares—Shareholders will not receive the benefits of any forks or airdrops."

The Sponsor has controls in place to monitor for material hard forks or airdrops. The Sponsor will notify investors of any material change to its policy with respect to Incidental Rights and IR Virtual Currency by filing a current report on Form 8-K.

**Secondary Market Trading**

While the Trust's investment objective is for the value of the Shares (based on HYPE per Share) to reflect the value of HYPE held by the Trust, including HYPE earned as Staking Consideration (to the extent that the Staking Condition is satisfied and Staking is implemented), determined by reference to the Index Price, less the Trust's expenses and other liabilities, the Shares may trade in the Secondary Market on NASDAQ (or on another Secondary Market in the future) at prices that are lower or higher than the NAV per Share. The amount of the discount or premium in the trading price relative to the NAV per Share may be influenced by non-concurrent trading hours and liquidity between NASDAQ and larger Digital Asset Trading Platforms. While the Shares are expected to be listed on NASDAQ and trade during NASDAQ's Core Trading Session from 9:30 a.m. to 4:00 p.m., New York time, liquidity in the Digital Asset Markets may fluctuate depending upon the volume and availability of larger Digital Asset Trading Platforms. As a result, during periods in which Digital Asset Market liquidity is limited or a major Digital Asset Trading Platform is off-line, trading spreads, and the resulting premium or discount, on the Shares may widen.

**Potential Contribution Arrangement**

The Sponsor is in discussions with Hyper Holdings Global LP (the "Potential Investor"), for the Potential Investor to acquire a number of Shares (the "Contribution Shares") through an Authorized Participant, or its AP Designee, in exchange for approximately [ ] HYPE tokens (the "Contribution Tokens"), following the effectiveness of the registration statement of which this prospectus forms a part, and pursuant to such registration statement (collectively, the "Potential Contribution Arrangement"). The Contribution Shares would have no preference features associated with them, and would be economically the same as other Shares. However, there potentially will be separate economic arrangements in place between the Sponsor and the Potential Investor, as described below. However, because these discussions are not binding agreements or commitments to purchase, the Potential Investor could determine to purchase more, fewer or no Shares.

The Potential Investor is expected to agree to a 12-month lock-up period during which it will not sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, assign, pledge, redeem, or otherwise transfer or dispose of, directly or indirectly, any Contribution Shares, or enter into any hedging, swap or other agreement or transaction that transfers, in whole or in part, any of the economic consequences of ownership of the Contribution Shares, without the consent of the Sponsor (the "Lock-Up Period"). Furthermore, the Potential Investor is not an authorized participant and, accordingly, is not eligible to present directly a redemption basket to the Trust for redemption. Any such sale, transfer or other disposition of the Shares during or following any applicable Lock-Up Period will be made in compliance with all applicable securities laws.

The Potential Investor is expected to be required to retain one-hundred percent (100%) of its original Contribution Shares during the Lock-Up Period, and no less than 25% of its original Contribution Shares following the expiration of the Lock-Up Period, in each case in order to remain eligible to receive any Rebates from the Sponsor (collectively, the "Retention Requirements").

The Sponsor is expected to agree to make periodic rebates to the Potential Investor calculated by reference to the Sponsor's Fee and the Sponsor's Staking Fee actually earned and retained by the Sponsor attributable to the Potential Investor's Shares for a given rebate period (collectively, the "Rebates"). The Rebates are expected to be paid periodically (on a quarterly basis) within a specified period following each applicable rebate period and are expected to be paid in-kind in HYPE, or as otherwise agreed between the parties, out of the Sponsor's own funds and would not be an obligation of the Trust.

**Staking**

The Trust Agreement provides that the Trust may engage in Staking, but only if (and, then, only to the extent that) the Staking Condition has been satisfied. Subject to the Staking Condition being satisfied and subject to compliance with any additional requirements that may arise in connection with satisfaction of the Staking Condition, in the future, the Sponsor may cause the Trust to engage in Staking as described herein, in connection with the commencement of the offering of the Shares pursuant to the registration statement of which this prospectus forms a part. The Sponsor may in the future modify the form of Staking in which the Trust engages, but only if (and, then, only to the extent that) the Staking Condition has been satisfied with respect to any such modified form of Staking, and subject to compliance with any additional requirements that may arise in connection with satisfaction of the Staking Condition with respect thereto. Although the Sponsor does not currently anticipate modifying the form of Staking, the Sponsor expects that, if any such modification were made, it would result from technical changes to the Hyperliquid Network protocol or the surrounding infrastructure or ecosystem, and would not represent a change in the investment strategy of the Trust.

***Staking Arrangements and Provider-Facilitated Staking Model***

If the Staking Condition is satisfied, the Sponsor anticipates that the Trust would enter into the Staking Arrangements with the Custodian to stake the Trust's HYPE to one or more vetted Staking Providers operating validator software and associated hardware. The Sponsor anticipates that the Trust's HYPE will be staked exclusively by means of Provider-Facilitated Staking. The Staking Arrangements are set forth in the Staking Addendum to the Custodial Services Agreement between the Trust and the Custodian, a copy of which is attached as an exhibit to the registration statement of which this prospectus forms a part.

Under the Staking Arrangements, the Trust would be permitted to accept only Staking Consideration received in the form of HYPE, and would not be permitted to accept any Other Staking Consideration in the form of other digital assets. Neither the Trust, nor the Sponsor on behalf of the Trust, would have the ability under the Staking Arrangements to take advantage of any variations in the market to improve the investments of shareholders, including with respect to variations based on the value of HYPE or the amount of Staking Consideration received as staking rewards. As a whole, the Staking Arrangements would permit the Trust to retain ownership of its HYPE at all times for U.S. federal income tax purposes while simultaneously protecting and conserving the Trust Estate by mitigating the risk that another party or group could control a majority of the Hyperliquid Network and engage in transactions that could reduce the Trust Estate's value.

A Staking Provider must meet certain requirements in order to be selected to participate in the Provider-Facilitated Staking model contemplated by the Staking Arrangements. For example, each Staking Provider would be required to be unrelated to both the Trust and the Sponsor. Moreover, a Staking Provider would also be required to regularly enter into staking arrangements with unrelated persons involving activities similar to the Staking Arrangements. Under the Staking Arrangements, the Staking Provider would bear all of its own expenses (including those on account of its validation activities).

The Staking Provider would be the node operator and would be obligated to operate the validator through which the Trust's HYPE is staked to ensure that validation occurs. The Trust's HYPE would be staked from the Trust's wallets administered by the Custodian, and the Staking Provider would perform any related validation activities. The Trust would retain control of its staked HYPE because the Hyperliquid Network does not permit the Staking Provider to transfer staked HYPE to any wallet other than as designated by the Sponsor. Because the Trust's staked HYPE cannot, pursuant to the Hyperliquid Network protocol, be transferred other than as directed by the Sponsor, the Trust's HYPE would not be deemed commingled with the HYPE of any other HYPE holder in connection with Staking, such as the Staking Provider or others who stake to the Staking Provider, even if the Staking Provider is receipt of other HYPE holders' validation rights. In particular, the Staking Provider would not be able to transfer unstaked HYPE or Staking Consideration. The Trust would not itself undertake any validation activities, and the Sponsor would not be required to perform any services. Moreover, the Sponsor would not be required to make any decisions or take any actions, other than (i) selecting the Staking Provider(s) and entering into the corresponding Staking Arrangement(s), and (ii) determining, from time to time, what portion of the Trust's HYPE to stake and informing the Staking Provider(s) of those determinations.

Subject to the Staking Condition being satisfied and subject to compliance with certain related requirements, the Sponsor anticipates that it will engage in Staking with respect to all of the Trust's HYPE at all times, except (i) as necessary to pay the Sponsor's Fee and the Sponsor's Staking Fee, (ii) as necessary to pay any additional Trust expenses, (iii) as necessary to satisfy existing and reasonably foreseen potential redemption requests as determined by the Sponsor, (iv) as necessary to reduce the HYPE obtained by the Trust as Staking Consideration to cash for distribution at regular intervals, (v) as necessary to reduce the HYPE obtained by the Trust as Staking Consideration to cash in connection with the Trust's liquidation, (vi) as necessary to take protective actions in respect of vulnerabilities in the source code or cryptography underlying the Hyperliquid Network and/or its proof-of-stake protocol, its staking smart contracts or its validator client software, (vii) if the Custodian discontinues its arrangements with the Trust and such discontinuance affects the Trust's HYPE, for so long as is reasonably necessary to re-establish those arrangements or to establish similar arrangements with other parties, (viii) if the Custodian discontinues its arrangements with the Staking Provider and such discontinuance affects the Trust's HYPE, for so long as is reasonably necessary to re-establish those arrangements or to establish similar arrangements with other parties, (ix) in the event of a change in applicable law or regulation, (x) as necessary to maintain a Liquidity Sleeve (as defined herein), (xi) as necessary pursuant to a "contingent liquidity arrangement" within the meaning of Section 6.02(12) of IRS Revenue Procedure 2025-31 or (xii) in accordance with any other exception that is expressly contemplated by an opinion, ruling or tax guidance that satisfies the Staking Condition. All HYPE received by the Trust in connection with the creation of new Shares, or as Staking Consideration, would also be staked upon receipt by the Trust, unless one or more of the exceptions described in clauses (i)-(xii) above applies. During the portion of any Uplisted Period during which the Staking Condition has been satisfied with respect to a particular form of Staking, the Trust Agreement imposes further requirements relating to IRS Revenue Procedure 2025-31.

Subject to the satisfaction of the Staking Condition with respect thereto, the Sponsor may implement certain liquidity procedures that it believes will ensure that the Trust will satisfy existing and reasonably foreseen redemption requests. Specifically, the Sponsor intends to maintain a portion of unstaked HYPE in the Trust (the "Liquidity Sleeve"). Because the HYPE in the Liquidity Sleeve is freely transferable, there is no timing mismatch between settlement of Shares in primary market redemptions and the HYPE transfer time. The percentage of the Trust's HYPE comprising the Liquidity Sleeve will be dynamic and subject to adjustment based on anticipated primary and secondary market activity of the Shares and the HYPE unbonding process. If the Trust engages in Staking, the Sponsor will seek to stake as much of the Trust's HYPE as is practicable (i.e., up to 100%) at all times, with the remainder of the Trust's HYPE remaining unstaked in order to address the various exceptions and other considerations described herein, including the satisfaction of the Staking Condition. The Sponsor cannot provide an expected percentage of the Trust's assets that will be held in the Liquidity Sleeve in the ordinary course as the size

of the Liquidity Sleeve may be adjusted in order to address liquidity needs, anticipated redemption activity, and other considerations described herein and further described in the Trust's staking policy. The Sponsor will make the Trust's staking policy available to shareholders on the Sponsor's website. The percentage of the Trust's HYPE that is staked each day will be reported the following day at 4:00 p.m., New York time, on etfs.grayscale.com/ghyp.

In the future and subject to the satisfaction of the Staking Condition thereto, the Sponsor, on behalf of the Trust, may be able to enter into short-term financing arrangements or implement other mechanisms to manage HYPE liquidity constraints. For example, in the future, the Sponsor may arrange for the Trust to enter into redemption orders involving the delivery of HYPE to a Liquidity Provider on a delayed basis (i.e., when the appropriate number of the Trust's HYPE are or become freely transferable), after the Liquidity Provider has delivered cash to the Trust to settle the redemption order. Under a delayed delivery order, the Variable Fee payable by an Authorized Participant would be adjusted, based on the estimated length of time to HYPE delivery, to compensate the Liquidity Provider for agreeing to accept settlement on a delayed basis. No further adjustment to the Variable Fee would be made, and the Trust would not be required to further compensate the Liquidity Provider (or be entitled to compensation from the Liquidity Provider) if the actual date of HYPE delivery differed from the estimated delivery date. It is also possible that, in connection with future redemption orders, the Sponsor may make arrangements for the Trust to obtain liquid HYPE from the Custodian or another institutional liquidity provider in exchange for the Trust's present or future delivery of a similar number of HYPE tokens, although the details of any such future arrangement are not presently known. These and other liquidity risk policies and procedures are intended to be consistent with NASDAQ's generic listing standards as well as IRS Revenue Procedure 2025-31. However, there can be no assurance that such arrangements would be available as intended or provide sufficient liquidity to satisfy redemption requests.

Under the Staking Arrangements, any Staking Consideration earned would accrue in accordance with the Hyperliquid Network's rewards distribution mechanism to the Trust's wallets administered by the Custodian. No less often than quarterly, the Trust will sell HYPE received as Staking Consideration for cash and distribute the proceeds to the Trust's beneficiaries, net of any Trust expenses not assumed by the Sponsor (including, for example, paying a portion of the Staking Consideration to the Sponsor (the "Sponsor's Staking Fee") as consideration for its facilitation of the Staking Arrangements). Before engaging in Staking, the Sponsor expects to implement a staking policy with respect to the Trust, which describes the frequency of, and conditions under which the Trust would make such distributions, if any, to the Trust's beneficiaries. The Sponsor would make such staking policy available to shareholders on the Sponsor's website. The Trust (through the Custodian) would maintain control and remain the record and beneficial owner of the staked tokens at all times, and the tokens would remain associated with the Trust's wallet.

To the extent that the Staking Condition is satisfied and Staking is implemented, the Sponsor anticipates that the Custodian and the Staking Provider would be entitled to receive a portion of the gross Staking Consideration generated under the Staking Arrangements, reflecting the Custodian's fee and the Staking Provider's share of such Staking Consideration, with the remainder received by the Trust. The allocation of gross Staking Consideration between the Custodian and the Staking Provider shall reflect an arm's length allocation that is independent of the expenses of both the Staking Provider and Custodian, and may be stated as a percentage of the gross Staking Consideration. In addition, pursuant to the Trust Agreement and as consideration for the Sponsor's facilitation of Staking, the Sponsor would be permitted to receive a fee equal to a portion of the Staking Consideration, which accrues daily in U.S. dollars in an amount calculated as a per annum percentage of any Staking Consideration received by the Trust, as may be directed by the Sponsor in its sole discretion. The Sponsor's Staking Fee would be payable to the Sponsor daily in arrears. As of the date hereof, the Sponsor anticipates that the Sponsor's Staking Fee, the Custodian's fee and the Staking Provider's share of such Staking Consideration would comprise an aggregate of % of the gross Staking Consideration generated under the Staking Arrangements. The Trust would receive and retain the remainder of such gross Staking Consideration.

The Staking Arrangements are expected to generally be on market terms, consistent with those typically offered by leading digital asset firms that offer staking functionality. However, the Trust would negotiate certain provisions as necessary or helpful to preserve the Trust's status as a grantor trust and the security of the Trust's HYPE, as well as to address governmental, policy or regulatory concerns. For example, unlike certain digital asset firms that offer staking functionality through which one's HYPE is pooled with that of others (including, potentially, the Staking Provider in its general staking offerings), the Staking Arrangements would not permit the Trust's HYPE to be

pooled with that of other HYPE holders, including the Staking Provider or others that stake to the Staking Provider, as described above. In addition, the portion of staking rewards to be received by the Staking Provider is expected to be an agreed percentage of block rewards and transaction fees generated by the validating activities, unlike certain alternative staking arrangements under which a staking provider may be compensated as an agreed percentage of HYPE staked.

The Trust would have no right to direct the Staking Provider in the conduct of validation activities, except to stake HYPE pursuant to instructions delivered to the Custodian, and would not bear any expenses incurred by the Staking Provider in conducting those activities. In particular, the amount of any Staking Consideration that the Trust receives would not be determined with reference to any expenses incurred by the Custodian or the Staking Provider. The Staking Arrangements would not include any obligation of the Trust to continue staking its HYPE, or for the Custodian or the Staking Provider to continue the Staking Arrangements, other than to the extent the Trust's HYPE cannot immediately be un-staked due to requirements of the HYPE protocol. There may also be instances where the Staking Provider may pause or terminate its validation activities due to its own independent assessment of the vulnerabilities of the Hyperliquid Network which would result in the Trust's HYPE not being staked for a period of time. The Sponsor anticipates that the HYPE protocol and the Staking Arrangements will permit withdrawal of staked HYPE at regular intervals. The Sponsor believes that market practice for Provider-Facilitated Staking arrangements has largely become standardized, with little variation in terms, and therefore, the Sponsor anticipates that the Staking Arrangements would generally align with the current practice of Staking Providers' arrangements with other similarly situated third parties, subject to the negotiation of certain bespoke terms outlined above. Accordingly, and because transitioning to a new Staking Provider would involve friction costs, the Sponsor does not expect the Trust to change Staking Providers frequently, if at all. In addition, while the Trust may enter into Staking Arrangements with multiple Staking Providers, the Sponsor anticipates that any such arrangements would be substantively identical in all material respects to the Staking Arrangements described in this prospectus, including, for the avoidance of doubt, the bespoke terms of the Staking Arrangements outlined above. Any material deviation from the Staking Arrangements as described in this prospectus would be disclosed in the Trust's subsequent filings with the Commission.

***Security and Controls***

The Trust's Custodian has multiple layers of security protocols designed to protect the Trust's assets from unauthorized access or transfer, which would remain in place when the Trust's HYPE is staked.

The Trust's HYPE would be staked from the Trust's wallets and would not be transferred to any other wallet to be staked. The Hyperliquid protocol limits the activities of the Staking Provider to executing only those activities specified by the protocol, such as staking, un-staking and performing validation activities and does not enable the Staking Provider to unilaterally transfer staked assets to any wallet not specified by the Sponsor. Accordingly, the Staking Provider would not have any powers to move the Trust's staked HYPE other than at the direction of the Sponsor. In particular, the Staking Provider would not be authorized to leverage or rehypothecate the Trust's HYPE tokens. The Staking Provider would also not be able to change the designated wallet addresses on the Hyperliquid Network to which staked HYPE is to be withdrawn or to which Staking Consideration shall be sent.

In addition, the Staking Arrangements would not alter the Trust's custody environment or security procedures. The controls currently in place between the Sponsor and the Custodian would also govern the activities related to staking and un-staking HYPE, which would be outlined in the Staking Arrangements. These controls and procedures include:

- **Private Key Management Shards**: The Custodian manages HYPE for the Trust using offline storage, or cold storage, which means that the keys to the Trust's HYPE are disconnected and/or deleted entirely from the internet. Transfers and other transactions from the Trust's wallet require compliance with certain security procedures that will remain in place when the Trust's HYPE is staked, including but not limited to, multiple encrypted private key shards, usernames, passwords and 2-step verification. Multiple private key shards held by the Custodian must be combined to reconstitute the private key to sign any transaction and transfer the Trust's assets. Private key shards are distributed geographically in secure vaults around the world, including in the United States. The Custodian's system architecture requires the involvement of the Sponsor to reconstruct the private keys and access the Trust's assets, and it is not possible for the Custodian's employees to access the Trust's assets without the Sponsor's involvement and approval. This

architecture is part of the Custodian's System and Organization Controls ("SOC") Type I and Type II reports, which are authored by leading assurance providers to confirm to the Custodian's clients that the Custodian is compliant with a variety of security and reporting standards, and which are delivered to the Sponsor for review on an annual basis.

- **General Controls on the Custodian's Custody Environment**: Data related to transaction activity executed on the Custodian's platform is backed-up and saved to both an alternative location (besides the primary location) and to a "Disaster Recovery" Amazon Web Services ("AWS") Account to enable recoverability in an event one of the regions becomes unavailable. Authentication requirements for the Custodian's platform are restricted through two-factor authentication and encrypted network protocols, among others.

- **User Entity Controls**: In addition to security controls in place at the Custodian, the Sponsor expects to implement additional controls and procedures, including, but not limited to, (i) reviewing the Custodian's SOC report to ensure private key management and other general controls are consistently applied and operating without exceptions, (ii) periodically reviewing Sponsor team members' access to the custodial wallet environment to ensure appropriateness, and (iii) reviewing the Custodian's third party management control.

The Sponsor also reviews the SOC report for one of the key sub-service providers, AWS, including specifically sections related to availability, security and confidentiality. Under its third party risk management framework, the Sponsor also performs other ongoing monitoring of the Custodian, including the completion of an assessment of the Custodian's cybersecurity controls. In addition, the Sponsor expects to screen all eligible Staking Providers in a manner consistent with its practices in screening eligible custodians, including, but not limited to, by (i) conducting initial and, thereafter, annual reviews of the Staking Provider's SOC report to assess controls relevant to the staking activities environment, (ii) conducting initial and, thereafter, annual reviews of the SOC reports of the Staking Provider's cloud-based infrastructure service provider (for example, AWS) covering availability, security and confidentiality principles to ensure necessary controls governing continued service and "uptime" (i.e., the ratio of signatures provided by the Staking Provider to the total number of signatures it should have provided during a given time period), (iii) reviewing authority levels and access rights within the Staking Provider's staking activities environment, and (iv) performing other ongoing diligence procedures, including periodic assessments of the Staking Provider's cybersecurity policies and controls, monitoring the Staking Provider's online environment for major security events and periodic discussions with the Staking Provider's client-facing teams regarding new company initiatives.

The foregoing description of the Staking Arrangements does not purport to be complete and is qualified in its entirety by reference to the full text of the Staking Addendum to the Custodial Services Agreement between the Trust and the Custodian, a copy of which is attached as an exhibit to the registration statement of which this prospectus forms a part.

See "Risk Factors—Risk Factors Related to Staking."

**Overview of the Hyperliquid Industry and Market**

The Hyperliquid Network is a peer-to-peer blockchain network that operates on cryptographic protocols. The Hyperliquid Network is designed to support high-performance, on-chain trading through a central limit order book architecture, while also enabling smart contract functionality through a parallel execution environment. Transactions on the Hyperliquid Network are recorded on a public, distributed ledger (the "Hyperliquid Blockchain") and validated by a network of validators.

The Hyperliquid Network uses a proof-of-stake consensus mechanism to incentivize HYPE holders to validate transactions. Unlike proof-of-work, in which miners expend computational resources to compete to validate transactions and are rewarded tokens in proportion to the amount of computational resources expended, in proof-of-stake, validators "stake" tokens to validate transactions and are rewarded tokens in proportion to the amount of tokens staked. Any malicious activity or failure to comply with protocol rules may result in penalties imposed by the Hype Network's protocol, including loss of staking rewards, temporary or permanent removal from the active

validator set, or other protocol-defined sanctions. Proof-of-stake is viewed as more energy efficient and scalable than proof-of-work.

The Hyperliquid Network is composed of multiple functional components that together support high-performance, on-chain trading and decentralized application functionality. The network's core trading layer, commonly referred to as "HyperCore," enables perpetual futures and spot trading through a fully on-chain central limit order book. HyperCore is designed to support high throughput and low-latency order matching, with all orders, trades, margining, funding rate calculations and liquidations executed and recorded directly on-chain. Risk management functions, including margin requirements and liquidation mechanics, are implemented at the protocol level and rely on decentralized oracle inputs to determine reference prices for traded assets. In addition to HyperCore, the Hyperliquid Network includes a smart contract execution environment known as "HyperEVM." HyperEVM is compatible with the Ethereum Virtual Machine, allowing developers to deploy Ethereum-style smart contracts and decentralized applications using familiar tooling and programming languages. Smart contracts deployed on HyperEVM can interact with assets and liquidity native to the Hyperliquid Network, including liquidity generated by trading activity on HyperCore. Together, these components are intended to allow decentralized finance applications, trading strategies and other protocols to operate within a single integrated network while sharing common liquidity, settlement and security infrastructure. Both HyperCore and HyperEVM are relatively new blockchain technologies that are not widely used. HyperCore and HyperEVM may not function as intended. For example, it may require participants to maintain reliable infrastructure, operational expertise, and sufficient technical resources to participate effectively in validation and network operations and fail to attract a significant number of users. In addition, there may be flaws in the cryptography underlying HyperCore and HyperEVM, including flaws that affect functionality of the Hyperliquid Network or make the network vulnerable to attack.

***Hyperliquid Labs and Hyper Foundation***

Hyperliquid Labs and the Hyper Foundation support the ongoing maintenance and development of the Hyperliquid Network. There is limited public information available on these entities.

Based on the limited publicly available sources, Hyperliquid Labs, a private development company, is the core development entity responsible for protocol engineering, infrastructure upgrades, and long-term technical strategy of the Hyperliquid Network. It is led by Jeff Yan and "iliensinc", and includes team members who are from Caltech and MIT and who previously worked at Airtable, Citadel, Hudson River Trading, and Nuro. Hyperliquid Labs is self-funded and has not taken any external capital due to a reported desire to focus on building a product they believe in without external pressure.

Hyperliquid Labs operates in close coordination with the Foundation, an entity that supports governance, ecosystem development, and business development efforts of the Hyperliquid Network. The Foundation is a Cayman Islands registered entity that was formed in October 2024 ahead of the launch of the Hyperliquid Network. The Foundation recently launched the Hyperliquid Policy Center, a research and advocacy organization dedicated to advancing a clear, regulated path for Americans to access decentralized markets.

Despite Hyperliquid Labs' and the Foundation's role in the ongoing maintenance and development of the Hyperliquid Network, continued operation of the Hyperliquid Network depends on the participation of disperse validators and users, and there can be no assurance that any particular contributor will continue to support the network.

***HYPE***

HYPE is the native digital asset of the Hyperliquid Network. It is used to pay trading fees on the network and to participate in the network's proof-of-stake consensus mechanism and governance process. It also can be converted to fiat currencies, such as the U.S. dollar, at rates determined on Digital Asset Trading Platforms or in individual end-user-to-end-user transactions under a barter system. Holders of HYPE who stake their tokens may receive staking rewards in the form of additional HYPE. Staking rewards are distributed to validators based on the amount of HYPE staked. The value of HYPE is not backed by any government, commodity or other asset, and HYPE does

not represent an ownership interest in Hyperliquid Labs or any other entity. The value of HYPE is determined by supply and demand dynamics in the markets in which HYPE is traded.

The maximum total supply of HYPE is fixed at one billion tokens. No additional HYPE beyond this maximum supply may be created. HYPE was initially distributed as follows:

- **Early Users (Airdrop):** Approximately 31.0% of the initial supply was distributed to early users of the Hyperliquid Network through an airdrop in connection with network's launch.
- **Future Emissions and Rewards:** Approximately 38.89% of the initial supply was allocated for future emissions, including staking rewards and other protocol-level incentive mechanisms designed to support network security and participation over time.
- **Core Contributors:** Approximately 23.8% of the initial supply was allocated to core contributors to the Hyperliquid Network. These tokens were subject to a one-year lock-up and vesting schedules expected to complete between 2027 and 2028.
- **Hyper Foundation:** Approximately 6.0% of the initial supply was allocated to the Hyper Foundation to support ecosystem development, governance activities and related initiatives.
- **Community Grants:** Approximately 0.3% of the initial supply was allocated for community grants and ecosystem programs.
- **Liquidity Program:** Approximately 0.012% of the initial supply was allocated to a network liquidity program.

Trading fees on the Hyperliquid Network are paid in HYPE and are burned, meaning they are permanently removed from circulation. In addition, a substantial portion of trading fees generated on the Hyperliquid Network's on-chain trading platform is used to purchase HYPE on the open market and burn such HYPE. As a result, while the maximum supply of HYPE is fixed, the net change in the circulating supply of HYPE over time depends on the interaction between (i) the release of previously restricted tokens, (ii) the distribution of staking rewards from the reserved supply and (iii) the amount of HYPE removed from circulation through protocol-level burn mechanisms. Accordingly, the circulating supply of HYPE may increase, decrease or stabilize over time depending on network activity and market conditions. In addition, newly issued HYPE earned through staking rewards may be sold into the market, which could increase supply and exert downward pressure on the price of HYPE.

***Development of the Hyperliquid Network and HYPE***

Components of the Hyperliquid Network were conceived and developed by a team of quantitative trading and blockchain infrastructure specialists with the objective of creating a high-performance, on-chain trading platform. Hyperliquid Labs has been closely involved in supporting and developing the Hyperliquid Network, including by contributing to the design, implementation and maintenance of the network's core software and trading infrastructure. Hyperliquid Labs continues to play a significant role in proposing protocol upgrades, maintaining client software and supporting the technical roadmap of the Hyperliquid Network.

The Hyperliquid Network was launched with a core trading application that enables users to trade perpetual futures and spot digital assets through an on-chain central limit order book. This trading functionality operates on the network's native trading layer, commonly referred to as "HyperCore," which executes order matching, margining, funding rate calculations and liquidations directly on-chain. Hyperliquid Labs has led the development of reference implementations for these core components, though continued operation of the Hyperliquid Network depends on the participation of validators. Subsequent development of the Hyperliquid Network has focused on expanding functionality beyond core trading. In particular, the Hyperliquid Network has introduced a smart contract execution environment known as "HyperEVM," which is designed to be compatible with the Ethereum Virtual Machine. HyperEVM allows developers to deploy decentralized applications and financial protocols using Ethereum-based tools and programming languages and to interact with assets and liquidity native to the Hyperliquid Network.

Hyperliquid Labs and other contributors are able to access and propose changes to the Hyperliquid Network's source code and are responsible for quasi-official releases of software updates and protocol modifications. The release of an update to the Hyperliquid Network's source code does not guarantee that such update will be automatically adopted. Validators must elect to run updated versions of the client software in order for changes to become effective. If a protocol modification is adopted by only a portion of validators, the Hyperliquid Network could experience a division in which different sets of validators operate under different versions of the protocol, commonly referred to as a "fork." As a practical matter, protocol modifications become part of the Hyperliquid Network only if adopted by validators representing a sufficient proportion of the network's total staked HYPE.

Although Hyperliquid Labs continues to exert significant influence over the direction of development of the Hyperliquid Network, the network also incorporates elements of decentralized governance. Holders of HYPE who stake their tokens may participate in governance-related processes, including voting on certain protocol parameters and proposals. Governance mechanisms and participation thresholds may evolve over time as the Hyperliquid Network continues to develop. The Hyperliquid Network's current validator set is comparatively limited, with approximately 24 total validators as of April 30, 2026, and certain components of the network's infrastructure, including bridge and withdrawal functionality, are subject to coordinated control by validators or other participants. As a result, market participants may perceive the Hyperliquid Network as more centralized than certain other decentralized protocols, and such risks may be heightened during periods of stress or while validator participation, governance processes and other features of the network continue to evolve. See "Risk Factors—Risk Factors Related to Digital Assets—The relatively limited number of validators on the Hyperliquid Network and the resulting concentration of staking power could enable price manipulation, governance interventions or other coordinated actions that adversely affect markets on the Hyperliquid Network and the value of the Shares."

Development of the Hyperliquid Network's source code has focused on improving throughput, latency and reliability of on-chain trading while also enabling broader decentralized application use cases through HyperEVM. The Trust's activities will not directly relate to the development of new applications or protocol upgrades. However, applications and protocols built on the Hyperliquid Network may utilize HYPE for staking or other network functions, potentially increasing demand for HYPE and usage of the Hyperliquid Network. Conversely, increased network activity or the deployment of complex applications could increase data processing requirements, impact network performance or introduce additional technical risks

***Smart Contracts***

Smart contracts are programs that run on a blockchain that can execute automatically when certain conditions are met. Smart contracts facilitate the exchange of anything representative of value, such as money, information, property, or voting rights. Using smart contracts, users can send or receive digital assets, create markets, store registries of debts or promises, represent ownership of property or a company, move funds in accordance with conditional instructions and create new digital assets.

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

As of March 31, 2026, the most prominent applications built on the Hyperliquid Network relate to DeFi, with a particular emphasis on on-chain derivatives trading. The principal application operating on the Hyperliquid Network is the Hyperliquid decentralized exchange (the "Hyperliquid DEX"), which is a decentralized perpetual futures trading platform implemented directly at the protocol level. The Hyperliquid DEX operates using a fully on-chain central limit order book model. Unlike decentralized exchanges that rely on automated market maker mechanisms, the Hyperliquid DEX matches buy and sell orders through an order book that is maintained and executed on-chain. All aspects of trading activity, including order submission, order matching, margining, funding rate calculations and liquidations, are performed by smart contracts and recorded on the Hyperliquid Blockchain. The Hyperliquid DEX enables users to trade perpetual futures contracts that provide exposure to the price movements of various digital assets without an expiration date. These contracts allow market participants to establish leveraged long or short positions and to maintain such positions subject to margin requirements and funding rate payments. Risk management mechanisms, including margin thresholds and liquidation processes, are implemented at the protocol

level and rely on decentralized oracle inputs to determine reference prices. The Hyperliquid DEX is designed to support high transaction throughput and low-latency execution relative to other decentralized trading platforms. Trading activity on the Hyperliquid DEX contributes significantly to network usage and liquidity on the Hyperliquid Network. As of March 31, 2026, the Hyperliquid DEX had $1.7 billion in total value locked.

The continued operation and adoption of the Hyperliquid DEX depend on validator participation, network performance and user demand. The Trust's activities will not directly relate to the operation of the Hyperliquid DEX. However, increased trading activity on the Hyperliquid DEX could increase network usage and demand for HYPE. Conversely, adverse events affecting the Hyperliquid DEX, including market disruptions, protocol design limitations or regulatory developments, could negatively impact the Hyperliquid Network and the value of HYPE.

In addition, the Hyperliquid Network and other smart contract platforms have been used for creating non-fungible tokens, or NFTs. NFTs allow for digital ownership of assets that convey certain rights to other digital or real world assets. This new paradigm allows users to own rights to other assets through NFTs, which enable users to trade them with others on the Hyperliquid Network. For example, an NFT may convey rights to a digital asset that exists in an online game or a DApp, and users can trade their NFT in the DApp or game, and carry them to other digital experiences, creating an entirely new free-market internet-native economy that can be monetized in the physical world.

***Summary of a HYPE Transaction***

Prior to engaging in HYPE transactions directly on the Hyperliquid Network, a user generally must first install on its computer or mobile device a Hyperliquid Network software program that will allow the user to generate a private and public key pair associated with an address on the Hyperliquid Network. The Hyperliquid Network software program and the HYPE address also enable the user to connect to the Hyperliquid Network and transfer HYPE to, and receive HYPE from, other users.

Each Hyperliquid Network address, or wallet, is associated with a unique "public key" and "private key" pair. To receive HYPE, the HYPE recipient must provide its public key to the party initiating the transfer. This activity is analogous to a recipient for a transaction in U.S. dollars providing a routing address in wire instructions to the payor so that cash may be wired to the recipient's account. The payor approves the transfer to the address provided by the recipient by "signing" a transaction that consists of the recipient's public key with the private key of the address from where the payor is transferring the HYPE. The recipient, however, does not make public or provide to the sender its related private key.

Neither the recipient nor the sender reveal their private keys in a transaction, because the private key authorizes transfer of the funds in that address to other users. Therefore, if a user loses his or her private key, the user may permanently lose access to the HYPE contained in the associated address. Likewise, HYPE is irretrievably lost if the private key associated with them is deleted and no backup has been made. When sending HYPE, a user's Hyperliquid Network software program must validate the transaction with the associated private key. In addition, since every computation on the Hyperliquid Network requires processing power, there is a transaction fee involved with the transfer that is paid by the payor. The resulting digitally validated transaction is sent by the user's Hyperliquid Network software program to the Hyperliquid Network validators to allow transaction confirmation.

Hyperliquid Network validators record and confirm transactions when they validate and add blocks of information to the Hyperliquid Blockchain. When a validator is selected to validate a transaction on the Hyperliquid blockchain, they must add a block which includes data relating to (i) the verification of newly submitted and accepted transactions and (ii) a reference to prior Hyperliquid Blockchain state relevant to the new chunk is being added. The validator becomes aware of outstanding, unrecorded transactions through the data packet transmission and distribution discussed above.

Upon the addition of a block of HYPE transactions, the Hyperliquid Network software program of both the spending party and the receiving party will show confirmation of the transaction on the Hyperliquid Blockchain and reflect an adjustment to the HYPE balance in each party's Hyperliquid Network public key, completing the HYPE transaction. Once a transaction is finalized on the Hyperliquid Blockchain, it is considered irreversible.

Some HYPE transactions are conducted "off-blockchain" and are therefore not recorded in the Hyperliquid Blockchain. These "off-blockchain transactions" involve the transfer of control over, or ownership of, a specific digital wallet holding HYPE or the reallocation of ownership of certain HYPE in a pooled-ownership digital wallet, such as a digital wallet owned by a Digital Asset Trading Platform. In contrast to on-blockchain transactions, which are publicly recorded on the Hyperliquid Blockchain, information and data regarding off-blockchain transactions are generally not publicly available. Therefore, off-blockchain transactions are not truly Hyperliquid transactions in that they do not involve the transfer of transaction data on the Hyperliquid Network and do not reflect a movement of HYPE between addresses recorded in the Hyperliquid Blockchain. For these reasons, off-blockchain transactions are subject to risks as any such transfer of HYPE ownership is not protected by the protocol behind the Hyperliquid Network or recorded in, and validated through, the blockchain mechanism.

**HYPE Value**

*Digital Asset Trading Platform Valuation*

The value of HYPE is determined by the value that various market participants place on HYPE through their transactions. The most common means of determining the value of a HYPE is by surveying one or more Digital Asset Trading Platforms where HYPE is traded publicly and transparently. Additionally, there are over-the-counter dealers or market makers that transact in HYPE.

*Digital Asset Trading Platform Public Market Data*

On each online Digital Asset Trading Platform, HYPE is 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 U.S. Dollar Coin ("USDC") or Tether ("USDT"). Over-the-counter dealers or market makers do not typically disclose their trade data.

As of March 31, 2026, the Digital Asset Trading Platforms included in the Index were Binance.US, Bitget, Bitfinex, Bitstamp by Robinhood, Bybit, CEX.io, Gate, Gemini, Kraken and OKX. The Sponsor and the Trust reasonably believe each of these Digital Asset Trading Platforms are in material compliance with applicable licensing requirements based on the inclusion criteria and jurisdiction, as detailed below, and maintain practices and policies designed to comply with anti-money laundering ("AML") and know-your-customer ("KYC") regulations.

*Binance.US*: A U.S.-based exchange registered as an money service businesses ("MSBs") with the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN") and licensed as money transmitter in various U.S. states. Binance.US does not hold a BitLicense.

*Bitget:* A Singapore based trading platform. Bitget does not hold any licenses or registrations in the U.S. and is not available to U.S.-based customers.

*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.

*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.

*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.

*CEX.io:* A U.K.-based trading platform. CEX.io does not hold any licenses or registrations in the U.S. and is not available to U.S. based customers.

*Gate*: A Cayman Islands-based trading platform. Gate does not hold any licenses or registrations in the U.S. and is not available to U.S. based customers.

*Gemini*: A U.S.-based trading platform registered as an MSB with FinCEN and licensed as 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 NY Banking Law.

*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.

*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.

Currently, there are several Digital Asset Trading Platforms operating worldwide, and online Digital Asset Trading Platforms represent a substantial percentage of HYPE buying and selling activity and provide the most data with respect to prevailing valuations of HYPE. These trading platforms include established trading platforms such as trading platforms included in the Index which provide a number of options for buying and selling HYPE. The below tables reflect the trading volume in HYPE and market share of the HYPE-U.S. dollar, HYPE-USDC and HYPE-USDT trading pairs of each of the Digital Asset Trading Platforms included in the Index as of March 31, 2026 (collectively, "Constituent Trading Platforms"), using data since January 1, 2025.

| **Digital Asset Trading Platforms included in the Index as of March 31, 2026[1]** | **Volume (HYPE)** | **Market Share[2]** |
|---|---|---|
| Kraken | 12,905,620 | 39.46% |
| Bitstamp by Robinhood | 4,054,788 | 12.40% |
| Gemini | 247,351 | 0.76% |
| OKX | 172,195 | 0.53% |
| **Total HYPE-U.S. dollar trading pair** | **17,379,954** | **53.15%** |

| **Digital Asset Trading Platforms included in the Index as of March 31, 2026[1]** | **Volume (HYPE)** | **Market Share[2]** |
|---|---|---|
| Gemini | 233,450 | 19.18% |
| **Total HYPE-USDC trading pair** | **233,450** | **19.18%** |

| **Digital Asset Trading Platforms included in the Index as of March 31, 2026[1]** | **Volume (HYPE)** | **Market Share[2]** |
|---|---|---|
| Bybit | 380,450,211 | 29.22% |
| Bitget | 218,427,213 | 16.78% |
| GATE | 201,631,000 | 15.49% |
| OKX | 74,932,436 | 5.76% |
| Binance.US | 548,379 | 0.04% |
| Bitfinex | 65,454 | 0.01% |
| CEX.io | 80,002 | 0.01% |
| **Total HYPE-USDT trading pair** | **876,134,695** | **67.31%** |

(1) The Digital Asset Trading Platforms initially expected to be included in the Index are Binance.US, Bitget, Bitfinex, Bitstamp by Robinhood, Bybit, CEX.io, Gate, Gemini, Kraken and OKX.

(2) Market share is calculated using trading volume data (in HYPE) for certain Digital Asset Trading Platforms, including Binance.US, Bitget, Bitfinex, Bitstamp by Robinhood, Bybit, CEX.io, Gate, Gemini, Kraken and OKX, as well as certain other large U.S.-dollar denominated Digital Asset Trading Platforms that are not included in the Index, including Gemini, Kucoin, Lbank and MEXC.

The domicile, regulation and legal compliance of the Digital Asset Trading Platforms included in the Index varies. Information regarding each Digital Asset Trading Platform may be found, where available, on the websites for such Digital Asset Trading Platforms, among other places.

Although the Index is designed to accurately capture the market price of HYPE, third parties may be able to purchase and sell HYPE on public or private markets not included among the Constituent Trading Platforms of the Index, and such transactions may take place at prices materially higher or lower than the Index Price. Moreover, there may be variances in the prices of HYPE 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. For

example, based on data provided by the Index Provider, on any given day during the twelve months ended March 31, 2026, the maximum differential between the 4:00 p.m., New York time, spot price of any single Digital Asset Trading Platform included in the Index and the Index Price was 36.22% and the average of the maximum differentials of the 4:00 p.m., New York time, spot price of each Digital Asset Trading Platform included in the Index and the Index Price was 9.51%. During this same period, the average differential between the 4:00 p.m., New York time, spot prices of all the Digital Asset Trading Platforms included in the Index and the Index Price was 0.13%.

To the extent such prices differ materially from the Index Price, investors may lose confidence in the Shares' ability to track the market price of HYPE.

***The Index and the Index Price***

The Index is a U.S. dollar-denominated composite reference rate for the price of HYPE. The Index is designed to (1) mitigate the effects of fraud, manipulation and other anomalous trading activity from impacting the HYPE reference rate, (2) provide a real-time, volume-weighted fair value of HYPE and (3) appropriately handle and adjust for non-market related events.

The Index Price is determined by the Index Provider through a process in which trade data is cleansed and compiled in such a manner as to algorithmically reduce the impact of anomalistic or manipulative trading. This is accomplished by adjusting the weight of each data input based on price deviation relative to the observable set, as well as recent and long-term trading volume at each venue relative to the observable set. The Index Price is calculated using non-GAAP methodology and is not used to calculate Principal Market NAV in the Trust's financial statements.

All references to the NAV and NAV per Share of the Trust in this prospectus have been calculated using the Index Price unless indicated otherwise.

*Constituent Trading Platform Selection*

Digital Asset Trading Platforms are selected for inclusion in the Index based on a methodology developed by the Index Provider in alignment with the International Organization of Securities Commissions ("IOSCO") Principles for Financial Benchmarks. To qualify as a Constituent Trading Platform, a platform is evaluated across the following core criteria listed below (the "Inclusion Criteria"):

- Market Quality: Overall liquidity, trading activity, price reliability, and market stability.
- Security: Cybersecurity safeguards, custody practices, and operational risk controls.
- Legal and Regulatory: Licensing status, regulatory compliance, and legal transparency.
- KYC: Assessment of AML and KYC frameworks, transaction monitoring capabilities, and market oversight.
- Data Provision: Quality, accessibility, and reliability of trading data and technical infrastructure.
- Transparency: Financial and operational disclosures, including reserve and governance transparency.
- Team: Assessment of executive leadership, relevant experience, organizational structure, and service offerings across institutional and retail markets.
- Negative Events: The Index Provider may apply a downward adjustment for material adverse events, including data breaches, regulatory penalties, withdrawal freezes, or other significant incidents.

Trading platforms that meet these Inclusion Criteria are also required to be licensed and able to serve customers in one or more of the following jurisdictions:

- United States (FinCEN, state regulatory authorities)

- United Kingdom (FCA)
- European Union (MiCA passport)
- Hong Kong (SFC)
- Singapore (MAS)
- United Arab Emirates, including the emirates of Dubai and Abu Dhabi (VARA, ADGM)
- Gibraltar (GFSC)

A Digital Asset Trading Platform is removed from the Constituent Trading Platforms when it no longer satisfies the Inclusion Criteria. The Index Provider may also exclude certain trading platforms that require additional support from contributing trading platforms at its discretion. The Index Provider does not currently include data from over-the-counter markets or derivatives platforms among the Constituent Trading Platforms. Over-the-counter data is not currently included because of the potential for trades to include a significant premium or discount paid for larger liquidity, which creates an uneven comparison relative to more active markets. There is also a higher potential for over-the-counter transactions to not be arms-length, and thus not be representative of a true market price. HYPE derivative markets are also not currently included. While the Index Provider has no plans to include data from over-the-counter markets or derivative platforms at this time, the Index Provider will consider IOSCO principles for financial benchmarks, the management of trading venues of HYPE derivatives and the aforementioned Inclusion Criteria when considering whether to include over-the-counter or derivative platform data in the future.

The Index Provider and the Sponsor have entered into the index license agreement, dated as of February 1, 2022 (as amended, the "Index License Agreement"), governing the Sponsor's use of the Index Price. Pursuant to the terms of the Index License Agreement, the Index Provider may adjust the calculation methodology for the Index Price without notice to, or consent of, the Trust or its shareholders. The Index Provider may decide to change the calculation methodology to maintain the integrity of the Index Price calculation should it identify or become aware of previously unknown variables or issues with the existing methodology that it believes could materially impact its performance and/or reliability. The Index Provider has sole discretion over the determination of the Index Price and may change the methodologies for determining the Index Price from time to time. Shareholders will be notified of any material changes to the calculation methodology or the Index Price in the Trust's current reports and will be notified of all other changes that the Sponsor considers significant in the Trust's periodic or current reports. The Sponsor will determine the materiality of any changes to the Index Price on a case-by-case basis, in consultation with external counsel.

The Index Provider may change the trading venues that are used to calculate the Index or otherwise change the way in which the Index is calculated at any time. For example, the Index Provider has scheduled monthly reviews in which it may add or remove Constituent Trading Platforms that satisfy or fail the Inclusion Criteria as well as other requirements detailed in the Index Methodology. The Index Provider does not have any obligation to consider the interests of the Sponsor, the Trust, the shareholders, or anyone else in connection with such changes. While the Index Provider is not required to publicize or explain the changes or to alert the Sponsor to such changes, it has historically notified the Trust of certain changes to the Constituent Trading Platforms, including any additions or removals of the Constituent Trading Platforms, in addition to issuing press releases in connection with the same. The Sponsor will provide updates of such changes in the Trust's quarterly reports on Form 10-Q. Although the Index methodology is designed to operate without any manual intervention, rare events would justify manual intervention. Intervention of this kind would be in response to non-market-related events, such as the halting of deposits or withdrawals of funds on a Digital Asset Trading Platform, the unannounced closure of operations on a Digital Asset Trading Platform, insolvency or the compromise of user funds. In the event that such an intervention is necessary, the Index Provider would issue a public announcement through its website, API and other established communication channels with its clients.

*Determination of the Index Price*

The Index applies an algorithm to the price of HYPE on the Constituent Trading Platforms calculated every 5 seconds over a 24-hour period. The Index's algorithm is expected to reflect a five-pronged methodology to calculate the Index Price from the Constituent Trading Platforms:

- Volume Weighting: Constituent Trading Platforms with greater liquidity receive a higher weighting in each Index, increasing the ability to execute against (i.e., replicate) the Index in the underlying spot markets. The Index methodology is a volume-weighted real-time price where the latest trade price for each Constituent Trading Platform is weighted based on its trailing 24-hour volume.

- FX Conversion: The Index algorithm utilizes a volume-weighted real-time FX conversion rate for any trading activity for the relevant Stablecoin-USD pair. This normalizes all trading activity to USD denomination.

- Outlier Detection Factor: The Index algorithm excludes trade data and price(s) deemed to be an outlier relative to the most recently calculated Index.

- Inactivity Adjustment: The Index algorithm penalizes stale activity from any given Constituent Trading Platform. When a Constituent Trading Platform does not have recent trading data, the outdated prices and their contribution to the Index calculation are gradually reduced until they are de-weighted to 0.1%. Similarly, once trading activity at a Constituent Trading Platform resumes, the corresponding weighting for that Constituent Trading Platform will no longer be penalized.

- Manipulation Resistance: In an effort to determine and prioritize the most significant Constituent Trading Platforms (i.e., those that are likely to have the most impact on price discovery) for a given asset, the Index Provider conducts a Constituent Trading Platform selection and review process, which seeks to identify the highest-ranking Constituent Trading Platforms based on both qualitative and quantitative factors. The qualitative review includes legal and regulation, data provision, security, trade monitoring, market quality, and negative events policy, among others. The quantitative review includes review of trading activity for the asset on the given Constituent Trading Platform.

The Index Provider re-evaluates the weighting algorithm on a periodic basis, but maintains discretion to change the way in which an Index Price is calculated based on its periodic review or in extreme circumstances. The Index is designed to limit exposure to trading or price distortion of any individual Digital Asset Trading Platform that experiences periods of unusual activity or limited liquidity by discounting, in real-time, anomalous price movements at individual Digital Asset Trading Platforms.

The Sponsor believes the Index Provider's selection process for Constituent Trading Platforms as well as the methodology of the Index Price's algorithm provides a more accurate picture of HYPE price movements than a simple average of Digital Asset Trading Platform spot prices, and that the weighting of HYPE prices on the Constituent Trading Platforms limits the inclusion of data that is influenced by temporary price dislocations that may result from technical problems, limited liquidity or fraudulent activity elsewhere in the HYPE spot market.

By referencing multiple trading venues and weighting them based on trade activity, the Sponsor believes that the impact of any potential fraud, manipulation or anomalous trading activity occurring on any single venue is reduced.

If the Index Price becomes unavailable, or if the Sponsor determines in good faith that such Index Price does not reflect an accurate price for HYPE, then the Sponsor will contact the Index Provider to obtain the Index Price directly from the Index Provider. If after such contact such Index Price remains unavailable or the Sponsor continues to believe in good faith that such Index Price does not reflect an accurate price for HYPE, then the Sponsor will employ a cascading set of rules to determine the Index Price, as described below in "—Determination of the Index Price When Index Price is Unavailable."

The Trust values its HYPE for operational purposes by reference to the Index Price. The Index Price is the value of a HYPE as represented by the Index, calculated at 4:00 p.m., New York time, on each business day.

Illustrative Example

For the purposes of illustration, outlined below are examples of how the attributes that impact weighting and adjustments in the aforementioned methodology may be utilized to generate the Index Price for a digital asset.

For example, the Constituent Trading Platforms used to calculate the Index Price of the digital asset may include trading platforms such as Crypto.com, Kraken, LMAX Digital and Bitstamp by Robinhood.

The Index Price algorithm, as described above, is designed to account for manipulation at the outset by only including data from executed trades on Constituent Trading Platforms that charge trading fees. Then, the below-listed elements may impact the weighting of the Constituent Trading Platforms on the Index Price as follows:

- Volume Weighting: Each Constituent Trading Platform will be weighted to appropriately reflect the trading volume share of the Constituent Trading Platform relative to all the Constituent Trading Platforms during this same period. For example, a weighting of 67.06%, 14.57%, 11.88%, and 6.49% for Crypto.com, Kraken, LMAX Digital and Bitstamp by Robinhood, respectively, would represent each Constituent Trading Platform's share of trading volume during the preceding 24 hours.

- Inactivity Adjustment: Assume that a Constituent Trading Platform represented a 14% weighting on the Index Price of the digital asset and then went offline for approximately two hours. The index algorithm would automatically recognize inactivity and start de-weighting the Constituent Trading Platform at the 5-minute mark and continue to do so with each additional 5-minute period of inactivity until its influence was effectively zero, 25 minutes after becoming inactive. As soon as trading activity resumed at the Constituent Trading Platform, the index algorithm would re-weight it to the appropriate weighting based on trading volume and price-variance relative to the cohort of Constituent Trading Platforms included in the Index.

- Price Outlier Detection: New traded prices from Constituent Trading Platforms are compared to the latest calculated Index Price. If a new traded price deviates by +/- 5% from the latest calculated Index Price, it will be considered an outlier and will not be used in the calculation of the Index Price until such time as a majority of the Constituent Trading Platforms are similarly considered outlier prices. In that case, the new prices will be used to calculate the Index Price. For example, if the Index Price is $10 and there is a new trade price of $11 from Constituent Trading Platform X, the price of $11 will be considered an outlier and will not be used. However, if the most recent prices on a majority of the Constituent Trading Platforms are aligned with the price of $11, then these prices will no longer be considered outliers and will be used to calculate the new Index Price.

*Determination of the Index Price When Index Price is Unavailable*

The Sponsor uses the following cascading set of rules to calculate the Index Price. For the avoidance of doubt, the Sponsor will employ the below rules sequentially and in the order as presented below, should one or more specific rule(s) fail:

1. Index Price = The price set by the Index as of 4:00 p.m., New York time, on the valuation date. If the Index becomes unavailable, or if the Sponsor determines in good faith that the Index does not reflect an accurate price, then the Sponsor will, on a best efforts basis, contact the Index Provider to obtain the Index Price directly from the Index Provider. If after such contact the Index remains unavailable or the Sponsor continues to believe in good faith that the Index does not reflect an accurate price, then the Sponsor will employ the next rule to determine the Index Price. There are no predefined criteria to make a good faith assessment and it will be made by the Sponsor in its sole discretion.

2. Index Price = The price set by Coin Metrics Real-Time Rate (the "Secondary Index") as of 4:00 p.m., New York time, on the valuation date (the "Secondary Index Price"). The Secondary Index Price is a real-time reference rate price, calculated using trade data from constituent markets selected by Coin Metrics Inc. (the "Secondary Index Provider"). The Secondary Index Price is calculated by applying weighted-median techniques to such trade data where half the weight is derived from the trading volume on each constituent market and half is derived from inverse price variance, where a constituent market with high price variance as a result of outliers or market anomalies compared to other constituent markets is assigned a smaller

weight. The Secondary Index Provider and the Sponsor have entered into the master services agreement, dated as of August 4, 2020, and order forms thereunder, pursuant to which the Sponsor may obtain and use the Secondary Index and the Secondary Index Price from the Secondary Index Provider. If the Secondary Index becomes unavailable, or if the Sponsor determines in good faith that the Secondary Index does not reflect an accurate price, then the Sponsor will, on a best efforts basis, contact the Secondary Index Provider to obtain the Secondary Index Price directly from the Secondary Index Provider. If after such contact the Secondary Index remains unavailable or the Sponsor continues to believe in good faith that the Secondary Index does not reflect an accurate price, then the Sponsor will employ the next rule to determine the Index Price. There are no predefined criteria to make a good faith assessment and it will be made by the Sponsor in its sole discretion.

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

4. Index Price = The Sponsor will use its best judgment to determine a good faith estimate of the Index Price. There are no predefined criteria to make a good faith assessment and it will be made by the Sponsor in its sole discretion.

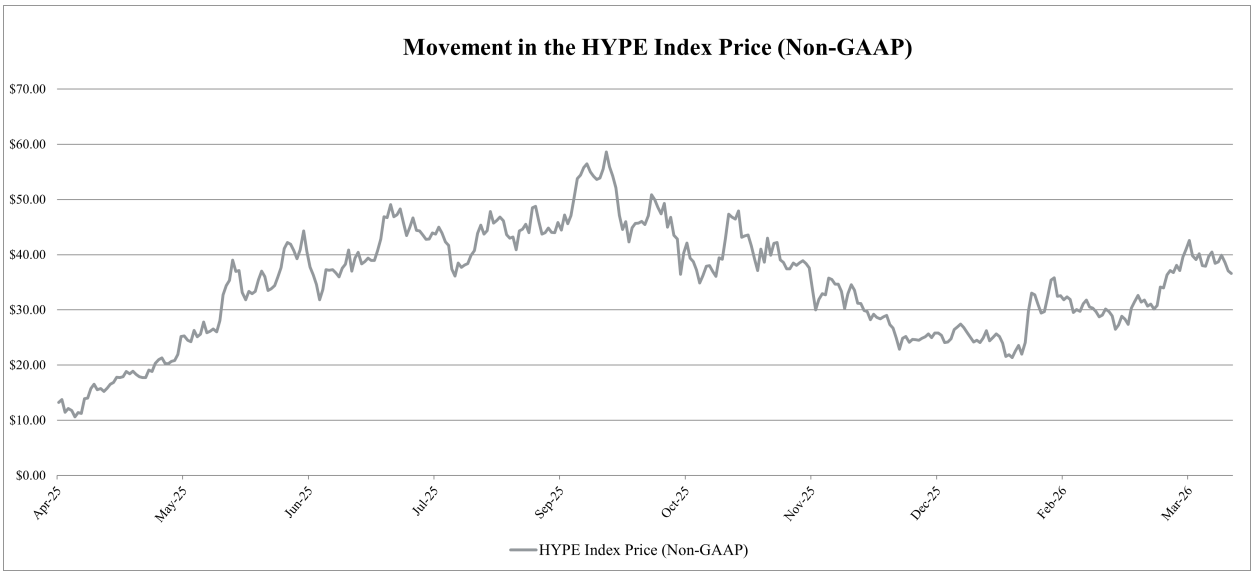
In the event of a fork, the Index Provider may calculate the Index Price based on a digital asset that the Sponsor does not believe to be the appropriate asset that is held by the Trust. In this event, the Sponsor has full discretion to use a different index provider or calculate the Index Price itself using its best judgment.

The Sponsor may, in its sole discretion, select a different index provider, select a different index price provided by the Index Provider, calculate the Index Price by using the cascading set of rules set forth above, or change the cascading set of rules set forth above at any time. The Sponsor will provide notice of any such changes in the Trust's periodic or current reports and, if the Sponsor makes such a change other than on an ad hoc or temporary basis, will file a proposed rule change with the SEC.

***Historical HYPE Prices***

As movements in the price of HYPE will directly affect the price of the Shares, investors should understand recent movements in the price of HYPE. Investors, however, should also be aware that past movements in the HYPE price are not indicators of future movements. Movements may be influenced by various factors, including, but not limited to, government regulation, security breaches experienced by service providers, as well as political and economic uncertainties around the world.

For illustrative purposes only, the following chart illustrates the movement in the Index Price during the twelve months ended March 31, 2026.




The following table illustrates the movements in the Index Price from April 1, 2025 to March 31, 2026. The Sponsor has not observed a material difference between the Index Price, on the one hand, and average prices from the constituent Digital Asset Trading Platforms individually or as a group, on the other.

| | | High | | Low | | | |
|---|---|---|---|---|---|---|---|
| **Period** | **Average** | **Index Price** | **Date** | **Index Price** | **Date** | **End of period** | **Last business day** |
| Twelve months ended March 31, 2026 | $ 34.77 | $ 58.60 | 9/18/2025 | $ 10.63 | 4/6/2025 | $ 36.58 | $ 36.58 |

***Forms of Attack Against the Hyperliquid Blockchain***

All networked systems are vulnerable to various kinds of attacks. As with any computer network, the Hyperliquid Blockchain contains certain vulnerabilities. For example, the Hyperliquid Blockchain is currently vulnerable to a "51% attack" (though the numerical thresholds vary in proof-of-stake) where, if a party or group were to gain control of more than the relevant threshold of the staked HYPE, a malicious actor would be able to gain full control of the network and the ability to manipulate the Hyperliquid Blockchain. See "—The HYPE Chain Could Be Vulnerable To Attacks on Transaction Finality and Consensus Processes, Which Could Adversely Affect An Investment In The Trust Or The Ability Of The Trust To Operate." As of March 31, 2026, the top three largest staking pools controlled approximately 16% of the HYPE staked on the Hyperliquid Network.

In addition, many digital asset networks have been subjected to a number of denial-of-service attacks, which has led to temporary delays in block creation and in the transfer of HYPE. See "— The Hyperliquid protocol was only conceived in 2023 and the Hyperliquid protocol may not function as intended, which could have an adverse impact on the value of HYPE and an investment in the Shares."

***Market Participants***

*Validators*

Validators range from Hyperliquid Network enthusiasts to professional operations that design and build dedicated machines and data centers. See "—Summary of a HYPE Transaction" above.

*Investment and Speculative Sector*

This sector includes the investment and trading activities of both private and professional investors and speculators. Historically, larger financial services institutions are publicly reported to have limited involvement in

investment and trading in digital assets, although the participation landscape is beginning to change. Currently, there is relatively limited use of digital assets in the retail and commercial marketplace in comparison to relatively extensive use by speculators, and a significant portion of demand for digital assets is generated by speculators and investors seeking to profit from the short- or long-term holding of digital assets.

*Retail Sector*

The retail sector includes users transacting in direct peer-to-peer HYPE transactions through the direct sending of HYPE over the Hyperliquid Network. The retail sector also includes transactions in which consumers purchase goods and services from commercial or service businesses through direct transactions or third-party service providers, although the use of HYPE as a means of payment is still developing and has not yet been accepted in the same manner as Bitcoin or Ethereum due to its infancy.

*Service Sector*

This sector includes companies that provide a variety of services including the buying, selling, payment processing and storing of HYPE. For buying and selling HYPE, Binance, Coinbase, and Bybit are some of the largest Digital Asset Trading Platforms by volume traded. For storing HYPE, Anchorage Digital Bank N.A., the Custodian for the Trust, is a digital asset custodian that provides custodial accounts that store HYPE for users. As HYPE continues to grow in acceptance, it is anticipated that service providers will expand the currently available range of services and that additional parties will enter the service sector for HYPE.

***Competition***

Thousands of digital assets, as tracked by CoinMarketCap.com, have been developed since the inception of Bitcoin, which is currently the most developed digital asset because of the length of time it has been in existence, the investment in the infrastructure that supports it, and the network of individuals and entities that are using Bitcoin in transactions. While HYPE has enjoyed some success in its limited history, the aggregate value of outstanding HYPE is much smaller than that of Bitcoin and many other digital assets and may be further eclipsed by the more rapid development of other digital assets. In addition, a number of other digital asset networks support decentralized exchanges, such as Ethereum, Solana, and the BNB Smart Chain, as well as non-blockchain based exchanges, such as Digital Asset Trading Platforms.

Some industry groups are also creating private, permissioned blockchain versions of digital asset technologies. For example, J.P. Morgan is developing a platform called Kinexys (formerly known as Onyx), which is described as a blockchain-based platform designed for use by the financial services industry.

***Government Oversight***

As digital assets have grown in both popularity and market size, the U.S. Congress and a number of U.S. federal and state agencies (including FinCEN, OFAC, SEC, CFTC, FINRA, CFPB, the Department of Justice, the Department of Homeland Security, the IRS, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Federal Reserve and state financial institution and securities regulators) have been examining the operations of digital asset networks, digital asset users and the digital asset markets, with particular focus on the extent to which digital assets can be used to launder the proceeds of illegal activities, evade sanctions or fund criminal or terrorist enterprises and the safety and soundness of trading platforms and other service providers that hold or custody digital assets for users. Many of these state and federal agencies have issued consumer advisories regarding the risks posed by digital assets to investors. In addition, federal and state agencies, and other countries and international bodies have issued rules or guidance about the treatment of digital asset transactions or requirements for businesses engaged in digital asset activity. Moreover, the failure of FTX in November 2022 and the resulting market turmoil substantially increased regulatory scrutiny in the United States and globally and led to SEC enforcement actions, criminal investigations and other regulatory activity across the digital asset ecosystem.

On January 23, 2025, President Trump issued an executive order titled “Strengthening American Leadership in Digital Financial Technology” aimed at supporting “the responsible growth and use of digital assets, blockchain technology, and related technologies across all sectors of the economy.” The executive order also established an interagency working group tasked with “proposing a Federal regulatory framework governing the issuance and

operation of digital assets" in the United States. Pursuant to this executive order, the working group released a report in July 2025 outlining the administration's recommendations to Congress and various agencies reflecting the administration's "pro-innovation mindset toward digital assets and blockchain technologies."

In addition, the SEC, U.S. state securities regulators and several foreign governments have issued warnings and instituted legal proceedings in which they argue that certain digital assets may be classified as securities and that both those digital assets and any related initial coin offerings or other primary and secondary market transactions are subject to securities regulations. For example, in June 2023, the SEC brought charges against Binance and Coinbase, and in November 2023, the SEC brought charges against Kraken, alleging that they operated unregistered securities exchanges, brokerages and clearing agencies. In its complaints, the SEC asserted that several digital assets are securities under the federal securities laws. Between February 2025 and May 2025, the SEC entered into court-approved joint stipulations to dismiss each of the Binance Complaint, Coinbase Complaint and the Kraken Complaint. The SEC has terminated its investigation or enforcement action into many other digital asset market participants as well. Nonetheless, the existence of these proceedings, as well as ongoing uncertainty with respect to future regulatory actions, have had and may have a material adverse effect on the digital asset industry as a whole and on the price of HYPE, and may alter, perhaps to a materially adverse extent, the nature of an investment in the Shares and/or the ability of the Trust to continue to operate. Additionally, U.S. state and federal, and foreign regulators and legislatures have taken action against virtual currency businesses or enacted restrictive regimes in response to adverse publicity arising from hacks, consumer harm, or criminal activity stemming from virtual currency activity.

In January 2025, the SEC launched a crypto task force dedicated to developing a comprehensive and clear regulatory framework for digital assets led by Commissioner Hester Peirce. Subsequently, Commissioner Peirce announced a list of specific priorities to further that initiative, which included pursuing final rules related to a digital asset's security status, a revised path to registered offerings and listings for digital asset-based investment vehicles, and clarity regarding digital asset custody, lending and staking. On July 31, 2025, Chairman Atkins announced "Project Crypto," a Commission-wide initiative to modernize securities rules for digital assets, reshore innovation in the United States, and implement the recommendations of the working group report. Chairman Atkins had directed the SEC's policy divisions to work with the crypto task force to draft "clear and simple rules of the road for crypto asset distributions, custody, and trading," and the Commission and SEC staff will also consider using interpretive, exemptive, and other authorities with respect to digital asset markets.

On March 17, 2026, the SEC issued an interpretation clarifying how the federal securities laws apply to certain crypto assets and transactions involving crypto assets. The SEC interpretation (i) provides a taxonomy for digital commodities, digital collectibles, digital tools, stablecoins and digital securities; (ii) addresses how a "non-security crypto asset" may become subject to, and how it may cease to be subject to, an investment contract; and (iii) clarifies the application of federal securities laws to airdrops, protocol mining, protocol staking and the wrapping of a non-security crypto asset. The CFTC joined the interpretation to provide guidance that the CFTC and its staff will administer the Commodity Exchange Act consistent with the SEC's interpretation.

There have been several bills introduced in Congress that propose to establish additional regulation and oversight of the digital asset markets. Certain of these bills passed out of relevant committees and were passed in the House of Representatives in the last Congress, though not the Senate. Some of these bills have since been reintroduced with changes, and continue to be contemplated in the relevant committees, as well as the full House of Representatives and Senate. For example, in July 2025, the GENIUS Act was signed into law and the House of Representatives passed the Clarity Act in an effort to pass laws relating to digital asset market structure. It is difficult to predict whether, or when, any of these developments will lead to Congress granting additional authorities to the SEC or other regulators, what the nature of such additional authorities might be, how additional legislation and/or regulatory oversight might impact the ability of digital asset markets to function or how any new regulations or changes to existing regulations might impact the value of digital assets. See "Risk Factors—Risk Factors Related to the Regulation of Digital Assets, the Trust and the Shares— Regulatory changes or actions by the U.S. Congress or any U.S. federal or state agencies may affect the value of the Shares or restrict the use of HYPE, validating activity or the operation of the Hyperliquid Network or the Digital Asset Markets in a manner that adversely affects the value of the Shares," and "Item 1A. Risk Factors—Risk Factors Related to the Regulation of Digital Assets, the Trust and the Shares—A determination that HYPE or any other digital asset is or involves a transaction in a "security" may adversely affect the value of HYPE and the value of the Shares, and result in potentially extraordinary, nonrecurring expenses to, or termination of, the Trust."

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

- China has made transacting in cryptocurrencies illegal for Chinese citizens in mainland China, and additional restrictions may follow. China has banned initial coin offerings and there have been reports that Chinese regulators have taken action to shut down a number of China-based Digital Asset Trading Platforms.

- South Korea determined to amend its Financial Information Act in March 2020 to require virtual asset service providers to register and comply with its AML and counter-terrorism funding framework. These measures also provide the government with the authority to close Digital Asset Trading Platforms that do not comply with specified processes. South Korea has also banned initial coin offerings.

- The Reserve Bank of India in April 2018 banned the entities it regulates from providing services to any individuals or business entities dealing with or settling digital assets. In March 2020, this ban was overturned in the Indian Supreme Court, although the Reserve Bank of India is currently challenging this ruling.

- The United Kingdom's Financial Conduct Authority published final rules in October 2020 banning the sale of derivatives and exchange-traded notes that reference certain types of digital assets, contending that they are "ill-suited" to retail investors citing extreme volatility, valuation challenges and association with financial crime. A new law, the FSMA, received royal assent in June 2023. The FSMA brings digital asset activities within the scope of existing laws governing financial institutions, markets and assets.

- The Parliament of the European Union approved the text of MiCA in April 2023, establishing a regulatory framework for digital asset services across the European Union. MiCA is intended to serve as a comprehensive regulation of digital asset markets and imposes various obligations on digital asset issuers and service providers. The main aims of MiCA are industry regulation, consumer protection, prevention of market abuse and upholding the integrity of digital asset markets. MiCA was formally approved by the European Union's member states in 2023. Certain parts of MiCA became effective as of June 2024 and the remainder applied as of December 2024.

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

The CFTC has regulatory jurisdiction over future contracts on HYPE, which are traded on CFTC-regulated markets, because the CFTC believes that most digital assets are non-security "commodities" under the CEA and the rules thereunder, it takes the position that it has jurisdiction to prosecute fraud and manipulation in the cash or spot market for those non-security digital assets. Beyond instances of fraud or manipulation, the CFTC generally does not oversee cash or spot market exchanges, spot Digital Asset Trading Platforms or retail transactions involving spot HYPE that do not utilize collateral, leverage, or financing. The National Futures Association ("NFA") is the self-regulatory agency for the U.S. futures industry, and as such has jurisdiction over future contracts on HYPE, which are traded on CFTC-regulated markets. However, the NFA does not have regulatory oversight authority for the cash or spot market for HYPE trading or transactions.

On December 4, 2025, CFTC then-Acting Chairman Caroline D. Pham announced that that listed spot crypto asset products will begin trading on a CFTC-registered futures exchange (DCM).

See "Risk Factors—Risk Factors Related to the Regulation of Digital Assets, the Trust and the Shares—Regulatory changes or actions by the U.S. Congress or any U.S. federal or state agencies may affect the value of the

Shares or restrict the use of HYPE, validating activity or the operation of the Hyperliquid Network or the Digital Asset Markets in a manner that adversely affects the value of the Shares."

**Description of the Trust**

The Trust is a Delaware Statutory Trust that was formed on January 8, 2026 by the filing of the Certificate of Trust with the Delaware Secretary of State in accordance with the provisions of the DSTA. The name of the Trust is Grayscale HYPE ETF as of the date of this registration statement, but prior to and in connection with the declaration of effectiveness of this registration statement and the listing of the Shares on NASDAQ, the Sponsor intends to change the name of the Trust to Grayscale Hyperliquid Staking ETF by filing a Certificate of Amendment to the Certificate of Trust with the Delaware Secretary of State in accordance with the provisions of the DSTA. The Trust operates pursuant to the Trust Agreement.

The Shares represent units of fractional undivided beneficial interest in and ownership of the Trust. The Trust is passive and is not managed like a corporation or an active investment vehicle. The Trust's HYPE are held by the Custodian on behalf of the Trust. The Trust's HYPE will be transferred out of the Accounts only in the following circumstances: (i) transferred to pay the Sponsor's Fee or any Additional Trust Expenses, (ii) sold on an as-needed basis to pay Additional Trust Expenses or redeem Baskets or (iii) sold on behalf of the Trust in the event the Trust terminates and liquidates its assets or as otherwise required by law or regulation. Assuming that the Trust is treated as a grantor trust for U.S. federal income tax purposes, each delivery or sale of HYPE by the Trust to pay the Sponsor's Fee or any Additional Trust Expenses will be a taxable event for shareholders. Gains or losses from the sale of HYPE to fund cash redemptions are expected to be treated as incurred only by the shareholder that is being redeemed See "Material U.S. Federal Income Tax Consequences—Tax Consequences to U.S. Holders."

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

The Trust creates Shares from time to time but only in Baskets. A Basket equals a block of 10,000 Shares. The number of outstanding Shares is expected to increase from time to time as a result of the creation of Baskets.

The creation of Baskets will require the delivery to the Trust of the amount of HYPE (or cash to acquire the amount of HYPE) represented by the Baskets being created. The creation of a Basket will be made only upon the delivery to the Trust of the number of whole and fractional HYPE represented by each Basket being created, the number of which is determined by dividing (x) the amount of HYPE owned by the Trust at 4:00 p.m., New York time, on the relevant trade date, after deducting the amount of HYPE representing the U.S. dollar value of accrued but unpaid fees and expenses of the Trust (converted using the Index Price at such time, and carried to the eighth decimal place) by (y) the number of Shares outstanding at such time (with the quotient so obtained calculated to one one-hundred-millionth of one HYPE (i.e., carried to the eighth decimal place)), and multiplying such quotient by 10,000.

The Shares are redeemable in accordance with the provisions of the Trust Agreement and the relevant Participant Agreement. The operation of a redemption program allows Authorized Participants to take advantage of arbitrage opportunities created when the market value of the Shares deviates from the value of the Trust's HYPE, less the Trust's expenses and other liabilities, which may have the effect of reducing any premium at which the Shares trade on NASDAQ over such value or cause the Shares to trade at a discount to such value.

The amount of HYPE required to create a Basket is expected to gradually decrease over time due to the transfer or sale of the Trust's HYPE to pay the Sponsor's Fee and any Additional Trust Expenses.

The Sponsor will determine the Trust's NAV on each business day as of 4:00 p.m., New York time, or as soon thereafter as practicable. The Sponsor will also determine the NAV per Share, which equals the NAV divided by the number of outstanding Shares. Each business day, the Sponsor will publish the Trust's NAV and NAV per Share on the Trust's website, etfs.grayscale.com/hypg, as soon as practicable after the Trust's NAV and NAV per Share have been determined by the Sponsor. See "—Valuation of HYPE and Determination of NAV."

The Trust's assets will consist solely of HYPE, cash proceeds from the sale of HYPE and any rights of the Trust pursuant to any agreements, other than the Trust Agreement, to which the Trust is a party. The Sponsor has committed to cause the Trust not to take any Affirmative Action to acquire any Incidental Rights or IR Virtual Currency, thereby irrevocably abandoning any Incidental Rights and IR Virtual Currency to which the Trust may become entitled in the future. As a result, the Trust does not expect to hold any Incidental Rights or IR Virtual Currency or to take any Incidental Rights or IR Virtual Currency into account for the purposes of determining the NAV or the NAV per Share.

Each Share represents a proportional interest, based on the total number of Shares outstanding, in each of the Trust's assets as determined in the case of HYPE by reference to the Index Price, less the Trust's expenses and other liabilities (which include accrued but unpaid fees and expenses). The Sponsor expects that the market price of the Shares will fluctuate over time in response to the market prices of HYPE. In addition, because the Shares reflect the estimated accrued but unpaid expenses of the Trust, the amount of HYPE represented by a Share will gradually decrease over time as the Trust's HYPE are used to pay the Trust's expenses.

HYPE pricing information is available on a 24-hour basis from various financial information service providers or Hyperliquid Network information sites, such as CoinMarketCap.com. The spot price and bid/ask spreads may also be available directly from Digital Asset Trading Platforms. As of March 31, 2026, the constituent Digital Asset Trading Platforms of the Index were Binance.US, Bitget, Bitfinex, Bitstamp by Robinhood, Bybit, CEX.io, Gate, Gemini, Kraken and OKX. The Index Provider may remove or add Digital Asset Trading Platforms to the Index in the future at its discretion. Market prices for the Shares will be available from a variety of sources, including brokerage firms, information websites and other information service providers. In addition, on each business day the Trust's website will provide pricing information for the Shares.

The Trust has no fixed termination date.

**Service Providers of the Trust**

***The Sponsor***

The Trust's Sponsor is Grayscale Investments Sponsors, LLC, a Delaware limited liability company formed on July 11, 2024 and a consolidated subsidiary of DCG. The Sponsor's principal place of business is 290 Harbor Drive, 4th Floor, Stamford, Connecticut 06902, and its telephone number is (212) 668-1427. Under the Delaware Limited Liability Company Act and the governing documents of the Sponsor, DCG, the indirect parent company of the Sponsor, is not responsible for the debts, obligations and liabilities of the Sponsor solely by reason of being the indirect parent company of the Sponsor.

The Sponsor is neither an investment adviser registered with the SEC nor a commodity pool operator registered with the CFTC, and will not be acting in either such capacity with respect to the Trust, and the Sponsor's provision of services to the Trust will not be governed by the Investment Advisers Act or the CEA.

The Sponsor arranged for the creation of the Trust. As partial consideration for its receipt of the Sponsor's Fee from the Trust, the Sponsor is obligated to pay the Sponsor-paid Expenses. The Sponsor also paid the costs of the Trust's organization and the costs of the initial sale of the Shares.

The Sponsor is generally responsible for the day-to-day administration of the Trust under the provisions of the Trust Agreement. This includes (i) preparing and providing periodic reports and financial statements on behalf of the Trust for investors, (ii) processing orders to create Baskets and coordinating the processing of such orders with the Custodian and the Transfer Agent, (iii) calculating and publishing the NAV and the NAV per Share of the Trust each business day as of 4:00 p.m., New York time, or as soon thereafter as practicable, (iv) selecting and monitoring the Trust's service providers and from time to time engaging additional, successor or replacement service providers,

(v) instructing the Custodian to transfer the Trust's HYPE as needed to pay the Sponsor's Fee and any Additional Trust Expenses, (vi) upon dissolution of the Trust, distributing cash proceeds of the sale of the Trust's remaining HYPE to the owners of record of the Shares and (vii) establishing the principal market for U.S. GAAP valuation. In addition, if there is a fork in the Hyperliquid Network after which there is a dispute as to which network resulting from the fork is the Hyperliquid Network, the Sponsor has the authority to select the network that it believes in good faith is the Hyperliquid Network, unless such selection or authority would otherwise conflict with the Trust Agreement.

The Sponsor does not store, hold, or maintain custody or control of the Trust's HYPE but instead has entered into the Custodian Agreement with the Custodian to facilitate the security of the Trust's HYPE.

The Sponsor may transfer all or substantially all of its assets to an entity that carries on the business of the Sponsor if at the time of the transfer the successor assumes all of the obligations of the Sponsor under the Trust Agreement. In such an event, the Sponsor will be relieved of all further liability under the Trust Agreement.

The Sponsor's Fee is paid by the Trust to the Sponsor as compensation for services performed under the Trust Agreement and as partial consideration for the Sponsor's agreement to pay the Sponsor-paid Expenses. See "—Expenses; Sales of HYPE."

The Sponsor may, in its sole discretion, select a different index provider, select a different index price provided by the Index Provider, calculate the Index Price by using the cascading set of rules set forth under "— Overview of the Hyperliquid Industry and Market—The Index and the Index Price—Determination of the Index Price When Index Price is Unavailable" above, or change the cascading set of rules set forth above at any time.

*Marketing Agent Agreement*

Pursuant to a Marketing Agent Agreement (the "Marketing Agent Agreement") entered into between the Sponsor and Foreside Fund Services, LLC ("Foreside"), as Marketing Agent (the "Marketing Agent"), the Marketing Agent will be paid by the Sponsor an annual fee. In addition, the Sponsor will pay certain out-of-pocket fees and expenses of the Marketing Agent incurred in connection with its assistance in the marketing of the Trust and its Shares. Under the Marketing Agent Agreement, the Marketing Agent will provide the following services to the Sponsor: (i) assist the Sponsor in facilitating Participation Agreements between and among Authorized Participants, the Sponsor, on behalf of the Trust, and the Transfer Agent; (ii) provide prospectuses to Authorized Participants; (iii) work with the Transfer Agent to review and approve orders placed by the Authorized Participants and transmitted to the Transfer Agent; (iv) review and file applicable marketing materials with FINRA and (v) maintain, reproduce and store applicable books and records related to the services provided under the Marketing Agent Agreement. The Marketing Agent Agreement may be terminated upon 30 days' written notice by the Sponsor or 90 days' written notice by the Marketing Agent. Unless sooner terminated pursuant to its terms, the Marketing Agent Agreement will continue in effect for two years from the date it is entered into, and continue in effect for successive one-year periods.

*Index License Agreement*

The Sponsor has entered into the Index License Agreement with CoinDesk Indices, Inc., the Index Provider, governing the Sponsor's use of the Index for calculation of the Index Price. The Index Provider may adjust the calculation methodology for the Index without notice to, or consent of, the Trust or its shareholders. Under the Index License Agreement, the Sponsor pays a monthly fee and a fee based on the NAV of the Trust to the Index Provider in consideration of its license to the Sponsor of Index-related intellectual property. The initial term of the Index License Agreement was February 1, 2022 through the later of February 29, 2024 and the latest date set forth on any order form executed under the Index License Agreement. On June 20, 2023, the Sponsor and the Index Provider, entered into an amendment to the Index License Agreement to extend the initial term of the Index License Agreement from February 29, 2024, to February 28, 2025. On February 5, 2025, the Sponsor and the Index Provider, entered into an amendment to the Index License Agreement to extend the term of the Index License Agreement from February 28, 2025, to February 29, 2028. Thereafter, the Index License Agreement will automatically renew on an annual basis, unless a notice of non-renewal is provided. The Index License Agreement is terminable by either party upon written notice in the event of a material breach that remains uncured for thirty days after initial written notice of such breach. Further, either party may terminate the Index License Agreement

immediately upon notice under certain circumstances, including with respect to the other party's (i) insolvency, bankruptcy or analogous event or (ii) violation of money transmission, taxation or trading regulations that materially adversely affect either party's ability to perform under the Index License Agreement.

COINDESK® and COINDESK HYPERLIQUID BENCHMARK EXTENDED RATE (the "Index") are trade or service marks of CoinDesk Indices, Inc. (with its affiliates, including CC Data Limited, "CDI") and/or its licensors. CDI or CDI's licensors own all proprietary rights in the Data.

CDI is not the issuer or producer of the Trust and has no responsibilities, obligations, or duties to investors in or holders of the Trust. The Index is licensed for use by the Sponsor as the sponsor of the Trust. The only relationship that CDI has with the Sponsor in respect of the Trust is the licensing of the Index, which is administered and published by CDI, or any successor thereto, without regard to the Sponsor or the owners or holders of Shares of the Trust.

Investors or holders acquire shares of the Trust offered by the Sponsor and investors and holders neither acquire any interest in the Index nor enter into any relationship of any kind whatsoever with CDI upon making an investment in or acquisition of the Trust. The Trust is not sponsored, endorsed, sold, or promoted by CDI. CDI makes no representation or warranty, express or implied, regarding the advisability of investing in or otherwise acquiring the Trust or the advisability of investing in securities or digital assets generally or the ability of the Index to track corresponding or relative market performance. CDI has not passed on the legality or suitability of the Trust with respect to any person or entity. CDI is not responsible for, nor has participated in, the determination of the timing of, prices at, or quantities of the Trust to be issued. CDI has no obligation to take the needs of the Sponsor or the owners or holders of the Trust or any other third party into consideration in administering, composing, calculating, or publishing the Index. CDI has no obligation or liability in connection with administration, marketing, or trading of the Trust.

The licensing agreement between the Sponsor and CDI is solely for the benefit of the Sponsor and CDI and not for the benefit of the owners or holders of Shares of the Trust or any other third parties.

CDI shall have no liability to the Sponsor, the Trust, investors, holders or other third parties for the quality, accuracy and/or completeness of the index or any data included therein or for interruptions in the delivery of the data. CDI hereby expressly disclaims all warranties of merchantability or fitness for a particular purpose or use with respect to the Index or any other data included therein. CDI reserves the right to change the methods of calculation or publication, or to cease the calculation or publication of the Index and shall not be liable for any miscalculation of or any incorrect, delayed, or interrupted publication with respect to the Index. CDI shall not be liable for any damages, including, without limitation, any special, indirect or consequential damages, or any lost profits, even if advised of the possibility of such, resulting from the use of the Index or any other data included therein or with respect to the Trust.

*Administration and Accounting Agreement*

The Sponsor expects to enter into a Fund Administration and Accounting Agreement with BNY Mellon Asset Servicing, a division of The Bank of New York Mellon, to provide administration and accounting services to the Trust. Pursuant to the terms of the Agreement and under the supervision and direction of the Sponsor and the Trust, BNY Mellon Asset Servicing keeps the operational records of the Trust and prepares and files certain regulatory filings on behalf of the Trust. BNY Mellon Asset Servicing may also perform other services for the Trust pursuant to the Agreement as mutually agreed upon by the Sponsor, the Trust and BNY Mellon Asset Servicing from time to time. The Administrator's fees are paid on behalf of the Trust by the Sponsor. In general, the Fund Administration and Accounting Agreement provides that the parties may terminate the Fund Administration and Accounting Agreement upon 90 days' advance written notice as specified in the agreement or upon the occurrence of an event that gives rise to a termination right under the agreement. For example, the Sponsor and the Administrator may agree to terminate the Fund Administration and Accounting Agreement to effect replacement with a successor administrator, and such termination becomes effective upon the effective date of the successor agreement. Any termination pursuant to the Fund Administration and Accounting Agreement is subject to the completing of any required transition services to ensure an orderly transfer of responsibilities, as applicable. Unless sooner terminated pursuant to its terms, the Fund Administration and Accounting Agreement will continue in effect for three years from the date it is entered into, and continue in effect for successive one-year terms.

*Consultant Services Arrangement*

The Sponsor is in discussions with West Capital Advisors LLC (the "Consultant"), to enter into a commercial arrangement pursuant to which the Consultant would provide certain consulting services to the Sponsor in connection with the Hyperliquid Network (such arrangement, the "Services Arrangement"). The services may include identifying, assessing and introducing the Sponsor to relevant ecosystem participants and service providers and other technical, operational or commercial counterparties, providing technical support and consultation to the Sponsor regarding the Hyperliquid Network and HYPE, providing the Sponsor with periodic updates on material developments in the Hyperliquid ecosystem, and such other consulting, advisory and support services as may be agreed from time to time, which the Sponsor believes would be beneficial to the Trust (collectively, the "Services"). The Services will not include investment advice, securities recommendations, portfolio management, investor solicitation, capital raising, placement agent activity, broker-dealer activity, fund management, custody, trading, valuation, voting, staking, Authorized Participant, redemption, or other discretionary services for the Trust, the Sponsor, the Potential Investor, any holder of interests in the Potential Investor, or any other investor.

As consideration for the Services, the Sponsor would pay the Consultant a service fee based on a percentage of the Sponsor's revenue from the Trust, calculated by reference to the Sponsor's Fee and Sponsor's Staking Fee actually earned and retained by the Sponsor from the Trust (the "Service Fee") during the applicable payment period. The Service Fee is expected to be paid periodically (on a quarterly basis) within a specified period following each applicable payment period and is expected to be paid in-kind in HYPE, or as otherwise agreed between the parties, out of the Sponsor's own funds and would not be an obligation of the Trust.

Under the Services Arrangement, the Consultant is expected to be required to perform the Services on an exclusive basis with respect to the Trust. The Sponsor's obligation to pay the Service Fee for any applicable period is expected to be conditioned on the Consultant having performed the Services reasonably requested by the Sponsor during that period. The Sponsor and the Consultant would each be permitted to terminate the Services Arrangement if the other party materially breaches any provision of the Services Arrangement, subject to customary terms and conditions.

The Consultant is expected to be controlled, directly or indirectly, by Hanson Birringer. Mr. Birringer is also expected to control an entity managing the Potential Investor, a private investment vehicle that is in discussions with the Sponsor regarding the Potential Contribution Arrangement. See "Business—Overview of the Trust and the Shares—Potential Contribution Arrangement." The Consultant is not otherwise affiliated with the Sponsor, the Trust, or any service providers of the Trust, and will not have any role in the governance, management, or operation of the Trust, or any ability to influence or control the Trust's or the Sponsor's investment or Staking decisions. The relationship between the Consultant and the Potential Investor may create an incentive for Mr. Birringer to take actions, through his management or control of the Potential Investor or the Consultant, respectively, to increase the assets under management of the Trust, including through the Potential Investor's ownership of Shares of the Trust, which would then increase the amount of the Service Fee payable to the Consultant. However, while an increase in the ownership by the Potential Investor would further increase the Potential Investor's limited voting power with respect to the Trust, these relationships would not otherwise impact the Trust or its shareholders, as both the Service Fee to the Consultant and the Rebates to the Potential Investor would each be paid out of the Sponsor's own funds, and would not be obligations of the Trust. See "Risk Factors—Risk Factors Related to the Trust and the Shares—A single shareholder may acquire control over a majority of the Shares representing ownership in the Trust, which could limit the ability of other shareholders to exercise voting influence or otherwise adversely impact the value of the Shares."

The Services Arrangement would provide that the Service Fee payable thereunder is paid solely as compensation for the Services rendered by the Consultant to the Sponsor, without regard to whether the Consultant or any other particular person owns any Shares at any time during the term of the Services Arrangement. The Consultant's Services and the Service Fee under the Services Arrangement would be independent of the Potential Investor's investment in the Trust, and neither the Consultant's right to receive the Service Fee nor the calculation of the Service Fee depends on the Potential Investor's ownership of the Shares. See "Business—Overview of the Trust and the Shares—Potential Contribution Arrangement."

***The Trustee***

CSC Delaware Trust Company (formerly known as Delaware Trust Company) serves as Delaware trustee of the Trust under the Trust Agreement. The Trustee has its principal office at 251 Little Falls Drive, Wilmington, Delaware 19808. The Trustee is unaffiliated with the Sponsor. A copy of the Trust Agreement is available for inspection at the Sponsor's principal office identified above and is filed as an exhibit to the registration statement of which this prospectus forms a part.

The Trustee is appointed to serve as the trustee of the Trust in the State of Delaware for the sole purpose of satisfying the requirement of Section 3807(a) of the DSTA that the Trust have at least one trustee with a principal place of business in the State of Delaware. The duties of the Trustee will be limited to (i) accepting legal process served on the Trust in the State of Delaware and (ii) the execution of any certificates required to be filed with the Delaware Secretary of State which the Delaware Trustee is required to execute under the DSTA. To the extent that, at law or in equity, the Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Trust or the shareholders, such duties and liabilities will be replaced by the duties and liabilities of the Trustee expressly set forth in the Trust Agreement. The Trustee will have no obligation to supervise, nor will it be liable for, the acts or omissions of the Sponsor, Transfer Agent, Custodian or any other person.

Neither the Trustee, either in its capacity as trustee or in its individual capacity, nor any director, officer or controlling person of the Trustee is, or has any liability as, the issuer, director, officer or controlling person of the issuer of Shares. The Trustee's liability in connection with the issuance and sale of Shares is limited solely to the express obligations of the Trustee as set forth in the Trust Agreement.

The Trustee has not prepared or verified, and will not be responsible or liable for, any information, disclosure or other statement in this prospectus or in any other document issued or delivered in connection with the sale or transfer of the Shares. The Trust Agreement provides that the Trustee will not be responsible or liable for the genuineness, enforceability, collectability, value, sufficiency, location or existence of any of the HYPE or other assets of the Trust. See "—Description of the Trust Agreement."

The Trustee is permitted to resign upon at least 180 days' notice to the Trust. The Trustee will be compensated by the Sponsor and indemnified by the Sponsor and the Trust against any expenses it incurs relating to or arising out of the formation, operation or termination of the Trust, or the performance of its duties pursuant to the Trust Agreement except to the extent that such expenses result from gross negligence, willful misconduct or bad faith of the Trustee. The Sponsor has the discretion to replace the Trustee.

Fees paid to the Trustee are a Sponsor-paid Expense.

***The Transfer Agent***

The Bank of New York Mellon serves as the Transfer Agent of the Trust pursuant to the terms and provisions of the Transfer Agency and Service Agreement (the "Transfer Agency and Service Agreement"). The Transfer Agent: (1) facilitates the issuance and redemption of Shares of the Trust; (2) responds to correspondence by Trust shareholders and others relating to its duties; (3) maintains shareholder accounts; and (4) makes periodic reports to the Trust. The Transfer Agent has its principal office at 240 Greenwich Street, New York, New York 10286. A copy of the Transfer Agency and Service Agreement is available for inspection at the Sponsor's principal office identified herein.

Fees paid to the Transfer Agent are a Sponsor-paid Expense.

***Administrator***

BNY Mellon Asset Servicing, a division of The Bank of New York Mellon, serves as the administrator for the Trust. The Administrator's fees are paid on behalf of the Trust by the Sponsor.

***Authorized Participants***

An Authorized Participant must enter into a "Participant Agreement" with the Sponsor and the Trust to govern its placement of orders to create and redeem Baskets. The Participant Agreement sets forth the procedures for the

creation and redemption of Baskets, the delivery of HYPE or cash required for creations and the delivery of Baskets or cash required for redemptions. A copy of the form of Participant Agreement is available for inspection at the Sponsor's principal office identified herein and is filed as an exhibit to the registration statement of which this prospectus forms a part.

Each Authorized Participant must (i) be a registered broker-dealer, (ii) have entered into a Participant Agreement with the Sponsor and the Transfer Agent, and (iii) in the case of any creation or redemption pursuant to In-Kind Orders, own, or their AP Designee (as defined below) must own, a HYPE wallet address that is known to the Custodian as belonging to the Authorized Participant or its AP Designee and maintain an account with the Custodian.

The Trust issues and redeems Shares on an ongoing basis, but only in one or more whole Baskets of 10,000 Shares each. The creation and redemption of Baskets requires the delivery to or acquisition by the Trust, or the distribution or other disposition by the Trust, of the amount of HYPE represented by the Baskets being created or redeemed, the number 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 amount of HYPE required to create a Basket, or to be delivered or sold upon the redemption of a Basket, will gradually decrease over time due to the transfer of the Trust's HYPE to pay the Sponsor's Fee and the delivery or sale of the Trust's HYPE to pay any Trust expenses not assumed by the Sponsor. See "Description of Creation and Redemption of Shares" in this prospectus.

The Trust creates Baskets only upon the receipt of HYPE, and redeems Baskets only by distributing HYPE or proceeds from the disposition of HYPE. An Authorized Participant may choose to 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 Liquidity Providers to obtain or receive HYPE in connection with such orders. Transfers of HYPE between the Trust's Accounts and the Liquidity Provider in connection with Cash Orders are "on-chain" transactions represented on the Blockchain. The Liquidity Provider will pay any transfer fees associated with such on-chain transfers of HYPE into the Trust, while the Custodian will pay transfer fees for on-chain transfers of HYPE within the Trust or out of the Trust. Neither the Custodian nor the Liquidity Provider will pay such transfer fees with the Trust's assets. The Sponsor 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. The redemption of Shares pursuant to Cash Orders will only take place if approved by the Sponsor in writing, in its sole discretion and on a case-by-case basis.

The Trust may also create and redeem Baskets via In-Kind Orders, pursuant to which an Authorized Participant or its AP Designee will deposit HYPE directly with the Trust or receive HYPE directly from the Trust.

As of the date of this prospectus, the Sponsor has entered into Participant Agreements with Jane Street Capital, LLC, Macquarie Capital (USA) Inc, and Virtu Americas LLC pursuant to which such entities have agreed to act as an Authorized Participants of the Trust and are able to conduct creations and redemptions for cash. In addition, as of the date of this prospectus, Jane Street Capital, LLC, Macquarie Capital (USA) Inc, and Virtu Americas LLC are able to conduct creations and redemptions in-kind. The Sponsor may engage additional Authorized Participants who are unaffiliated with the Trust in the future, and such Authorized Participants may be able to conduct creations and redemptions in-kind, in cash, or both.

No Authorized Participant has any obligation or responsibility to the Sponsor or the Trust to effect any sale or resale of Shares.

***Liquidity Providers***

Liquidity Providers facilitate the purchase and sale of HYPE in connection with Cash Orders for creations or redemptions of Baskets. The Liquidity Providers with which Grayscale Investments Sponsors, LLC, acting in its capacity as the Liquidity Engager, will engage in HYPE transactions are third parties that are not affiliated with the Sponsor or the Trust and are not acting as agents of the Trust, the Sponsor, or any Authorized Participant, but may be affiliated with the Authorized Participant, and such 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 other pre-existing contractual relationship between each Liquidity Provider, on the one hand, and the Trust or the Sponsor, on the other hand.

A Liquidity Provider must enter into a "Liquidity Provider Agreement" with the Liquidity Engager and the Sponsor (on behalf of the Trust), which will obligate it to obtain or receive HYPE in connection with creations and redemptions pursuant to Cash Orders.

As of the date of this prospectus, the Liquidity Engager has engaged JSCT, LLC, Virtu Financial Singapore Pte. Ltd., Cumberland DRW LLC, and Flowdesk as Liquidity Providers. The Liquidity Engager may engage additional Liquidity Providers who are unaffiliated with the Trust in the future.

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.

***The Custodian***

Anchorage Digital Bank N.A. is a qualified custodian for purposes of Rule 206(4)-2(d)(6) under the Investment Advisers Act. The Custodian is authorized to serve as the Trust's custodian under the Trust Agreement and pursuant to the terms and provisions of the Custodian Agreement. The Custodian has its principal office at 101 South Reid Street, Suite 329, Sioux Falls, SD 57103. A copy of the Custodian Agreement is available for inspection at the Sponsor's principal office identified herein and is filed as an exhibit to the registration statement of which this prospectus forms a part.

Under the Custodian Agreement, the Custodian controls and secures the Trust's Accounts to store private keys, which allow for the transfer of ownership or control of the Trust's HYPE, on the Trust's behalf. The Custodian's services (i) allow HYPE to be deposited from a public blockchain address to the Trust's Accounts and (ii) allow the Trust or Sponsor to withdraw HYPE from the Trust's Accounts to a public blockchain address the Trust or Sponsor controls (the "Custodial Services"). The Accounts use offline storage, or "cold" storage, mechanisms to secure the Trust's private keys. The term cold storage refers to a safeguarding method by which the private keys corresponding to digital assets are disconnected.

The Custodian will withdraw from the Trust's Accounts the amount of HYPE necessary to pay the Trust's expenses.

Fees paid to the Custodian are a Sponsor-paid Expense.

Under the Custodian Agreement, the Custodian is responsible for the safekeeping of the Trust's HYPE and maintains such assets in custody accounts established for the benefit of the Trust. The Custodian controls the private keys associated with the Trust's HYPE and facilitates the deposit of HYPE from external blockchain addresses into the Trust's custody accounts, as well as the withdrawal of HYPE from such accounts to blockchain addresses designated in accordance with the Custodian Agreement.

Pursuant to the Custodian Agreement, the Sponsor may provide instructions to the Custodian to transfer HYPE from the Trust's custody accounts as necessary to satisfy the Trust's expenses, including the payment of the Sponsor's Fee and any Additional Trust Expenses.

Fees payable to the Custodian in connection with the custodial services provided under the Custodian Agreement are Sponsor-paid expenses.

Under the Custodian Agreement, each of the Custodian and the Trust has agreed to indemnify and hold harmless the other party from any third-party claim or third-party demand (including reasonable and documented attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to the Custodian's or the Trust's, as the case may be, breach of the Custodian Agreement, inaccuracy in any of the Custodian's or the Trust's, as the case may be, representations or warranties in the Custodian Agreement, or the Trust's violation, or the Custodian's knowing violation, of any law, rule or regulation, or the rights of any third

party, except where such claim directly results from the negligence, fraud or willful misconduct of the other such party. In addition, the Trust has agreed to indemnify the Custodian with respect to any Incidental Rights or IR Virtual Currency abandoned by the Trust and any tax liability relating thereto or arising therefrom.

The Custodian and its affiliates may from time to time purchase or sell HYPE for their own accounts and as agent for their customers or Shares for their own accounts. The foregoing notwithstanding, HYPE in the Accounts are not treated as general assets of the Custodian and cannot be commingled with any other digital assets held by the Custodian. The Custodian serves as a fiduciary and custodian on the Trust's behalf, and the HYPE in the Accounts are considered fiduciary assets that remain the Trust's property at all times.

Once each calendar year, the Sponsor or the Trust may request that the Custodian deliver a certificate signed by a duly authorized officer to certify that all representations and warranties made by the Custodian in the Custodian Agreement are true and correct on and as of the date of such certificate, and have been true and correct throughout the preceding year.

If the Custodian resigns in its capacity as custodian, the Sponsor may appoint an additional or replacement custodian and enter into a custodian agreement on behalf of the Trust with such custodian. Furthermore, the Sponsor and the Trust may use HYPE custody services or similar services provided by entities other than Anchorage Digital Bank N.A. at any time without prior notice to Anchorage Digital Bank N.A.

**Custody of the Trust's HYPE**

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

***Key Generation***

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

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

***Key Storage***

The Sponsor expects that all of the Trust's assets and private keys will be held in cold storage of the Custodian on an ongoing basis, but a portion of the Trust's assets may be held in hot trading wallets, from time to time, in connection with the settlement of a creation or redemption transaction and in connection with the sale of HYPE to pay trust expenses.

Cold storage is a safeguarding method with multiple layers of protections and protocols, by which the private keys corresponding to the Trust's HYPE are generated and stored in an offline manner. A digital wallet may receive deposits of digital assets but may not send digital assets without use of the digital assets' corresponding private keys. In order to send digital assets from a digital wallet in which the private keys are kept in cold storage, either the private keys must be retrieved from cold storage and entered into an online, or hot, digital asset software program to sign the transaction, or the unsigned transaction must be transferred to the cold server in which the private keys are held for signature by the private keys and then transferred back to the online digital asset software program. At that point, the user of the digital wallet can transfer its digital assets. While private keys held in hot storage are more accessible and therefore enable more efficient transfers, such assets are more vulnerable to theft, loss or damage.

The Custodian's internal audit teams perform periodic internal audits over custody operations, and the Custodian has represented that SOC attestations covering private key management controls are also performed on the Custodian by external providers.

The Custodian Agreement provides that the Custodian maintains commercial crime insurance policies with limits of not less than $100 million in the aggregate, which are intended to cover the loss of client assets held in cold storage, including from employee collusion or fraud, physical loss including theft, damage of key material, security breaches or hacks, and fraudulent transfers. The insurance policies maintained by the Custodian are shared among all of the Custodian's respective customers, is not specific to the Trust or to customers holding HYPE with the Custodian, and may not be available or sufficient to protect the Trust from all possible losses or sources of losses.

***Security Procedures***

The Custodian holds the Trust's private keys in custody in accordance with the terms and provisions of the Custodian Agreement. Multiple private key shards held by the Custodian must be combined to reconstitute the private key to sign any transaction in order to transfer the Trust's assets. These security procedures are intended to remove single points of failure in the protection of the Trust's assets.

The process of accessing and withdrawing HYPE from the Trust to redeem a Basket by an Authorized Participant follows the same general procedure as transferring HYPE to the Trust to create a Basket by an Authorized Participant, only in reverse. See "Description of Creation and Redemption of Shares."

***The Marketing Agent***

Foreside Fund Services, LLC is expected to be the marketing agent of the Shares. Foreside is a registered broker-dealer with the SEC and is a member of FINRA.

In its capacity as marketing agent, Foreside provides the following services to the Sponsor: (i) assist the Sponsor in facilitating Participation Agreements between and among Authorized Participants, the Sponsor, on behalf of the Trust, and the Transfer Agent; (ii) provide prospectuses to Authorized Participants; (iii) work with the Transfer Agent to review and approve orders placed by the Authorized Participants and transmitted to the Transfer Agent; (iv) review and file applicable marketing materials with FINRA and (v) maintain, reproduce and store applicable books and records related to the services provided under the Marketing Agent Agreement.

The Sponsor may engage additional or successor marketing agents in the future.

**Valuation of HYPE and Determination of NAV**

The Sponsor will evaluate the HYPE held by the Trust and determine the NAV of the Trust in accordance with the relevant provisions of the Trust Documents. The following is a description of the material terms of the Trust Documents as they relate to valuation of the Trust's HYPE and the NAV calculations, which is calculated using non-GAAP methodology and is not used in the Trust's financial statements.

On each business day at 4:00 p.m., New York time, or as soon thereafter as practicable (the "Evaluation Time"), the Sponsor will evaluate the HYPE held by the Trust and calculate and publish the NAV of the Trust. To calculate the NAV, the Sponsor will:

1. Determine the Index Price as of such business day.

2. Multiply the Index Price by the Trust's aggregate amount of HYPE owned by the Trust as of 4:00 p.m., New York time, on the immediately preceding day, less the aggregate amount of HYPE payable as the accrued and unpaid Sponsor's Fee as of 4:00 p.m., New York time, on the immediately preceding day.

3. Add the U.S. dollar value of HYPE, calculated using the Index Price, receivable under pending creation orders, if any, determined by multiplying the number of the Creation Baskets represented by such creation orders by the Basket Amount and then multiplying such product by the Index Price.

4. Subtract the U.S. dollar amount of accrued and unpaid Additional Trust Expenses, if any.

5. Subtract the U.S. dollar value of the HYPE, calculated using the Index Price, which are either (i) to be distributed under pending redemption orders, if any, determined by multiplying the number of Baskets to be redeemed represented by such redemption orders by the Basket Amount and then multiplying such product by the Index Price, or (ii) to be distributed to Shareholders pursuant to a binding obligation of the Trust following the declaration of an in-kind dividend (including through interests in any liquidating trust or other vehicle formed to hold such HYPE) (the amount derived from steps 1 through 5 above, the "NAV Fee Basis Amount").

6. Subtract the U.S. dollar amount of the Sponsor's Fee that accrues for such business day, as calculated based on the NAV Fee Basis Amount for such business day.

In the event that the Sponsor determines that the primary methodology used to determine the Index Price is not an appropriate basis for valuation of the Trust's HYPE, the Sponsor will utilize the cascading set of rules as described in "—Overview of the Hyperliquid Industry and Market—The Index and the Index Price."

The Sponsor will publish the Index Price, the Trust's NAV and the NAV per Share on the Trust's website as soon as practicable after its determination. If the NAV and NAV per Share have been calculated using a price per HYPE other than the Index Price for such Evaluation Time, the publication on the Trust's website will note the valuation methodology used and the price per HYPE resulting from such calculation.

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

The shareholders may rely on any evaluation furnished by the Sponsor. The determinations that the Sponsor makes will be made in good faith upon the basis of, and the Sponsor will not be liable for any errors contained in, information reasonably available to it. The Sponsor will not be liable to the Authorized Participants, the shareholders or any other person for errors in judgment. However, the preceding liability exclusion will not protect the Sponsor against any liability resulting from gross negligence, willful misconduct or bad faith in the performance of its duties.

**Expenses; Sales of HYPE**

The Trust's only ordinary recurring expense is expected to be the Sponsor's Fee. The Sponsor's Fee will accrue daily in U.S. dollars at an annual rate of % of the NAV Fee Basis Amount of the Trust 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 Sponsor'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 HYPE by reference to the same Index Price used to determine such accrual. The Sponsor's Fee is payable in HYPE to the Sponsor daily in arrears.

In addition, the Sponsor may, in its sole discretion, agree to rebate all or a portion of the Sponsor's Fee attributable to Shares held by certain large investors, individuals or entities. Any such rebate will be subject to negotiation and written agreement between the Sponsor and the investor/entity on a case-by-case basis. The Sponsor is under no obligation to provide any rebates of the Sponsor's Fee. Neither the Trust nor the Trustee will be a party to any Sponsor's Fee rebate arrangements negotiated by the Sponsor.

***Expenses to Be Paid by the Sponsor***

The Trust pays the Sponsor's Fee to the Sponsor. As partial consideration for its receipt of the Sponsor's Fee from the Trust, the Sponsor is obligated under the Trust Agreement to assume and pay all fees and other expenses incurred by the Trust in the ordinary course of its affairs, excluding taxes, but including: (i) the Marketing Fee; (ii) the Administrator Fee, if any; (iii) the Custodian Fee and fees for any other security vendor engaged by the Trust;

(iv) the Transfer Agent Fee; (v) the Trustee fee; (vi) 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 registration of the Shares under the Securities Act or the Exchange Act; (x) printing and mailing costs; (xi) the costs of maintaining the Trust's website; and (xii) applicable license fees (each a "Sponsor-paid Expense"), provided that any expense that qualifies as an Additional Trust Expense will be deemed to be an Additional Trust Expense and not a Sponsor-paid Expense. The Sponsor, from time to time, may temporarily waive all or a portion of the Sponsor's Fee of the Trust in its discretion for stated periods of time. Presently, the Sponsor does not intend to waive any of the Sponsor's Fee for the Trust and there are no circumstances under which the Sponsor has determined it will definitely waive the fee. The Sponsor is under no obligation to waive any portion of its fees and any such waiver shall create no obligation to waive any such fees during any period not covered by the waiver.

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

***Extraordinary and Other Expenses***

In certain extraordinary circumstances, the Trust may incur certain extraordinary, non-recurring expenses that are not Sponsor-paid Expenses, including, but not limited to: taxes and governmental charges; expenses and costs of any extraordinary services performed by the Sponsor (or any other service provider) on behalf of the Trust to protect the Trust or the interests of shareholders; any indemnification of the Custodian or other agents, service providers or counterparties of the Trust; 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 Trust Expenses"). If Additional Trust Expenses are incurred, the Trust will be required to pay these Additional Trust Expenses by selling or delivering HYPE. Generally, the Sponsor will cover such expenses on behalf of the Trust and the Trust will reimburse the Sponsor by delivering to the Sponsor HYPE in an amount equal to such expenses. When the Trust and the Sponsor, acting on behalf of the Trust, sell or deliver, as applicable, HYPE, they generally do not transact directly with counterparties other than the Authorized Participants, a Liquidity Provider or other similarly eligible financial institutions that are subject to federal and state licensing requirements and maintain practices and policies designed to comply with AML and KYC regulations.

The Sponsor or any of its affiliates may be reimbursed only for the actual cost to the Sponsor or such affiliate of any expenses that it advances on behalf of the Trust for payment of which the Trust is responsible. In addition, the Trust Agreement prohibits the Trust from paying to the Sponsor or such affiliate for indirect expenses incurred in performing services for the Trust in its capacity as the Sponsor (or an affiliate of the Sponsor) of the Trust, 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 Sponsor's "overhead."

***Disposition of HYPE***

To cause the Trust to pay the Sponsor's Fee, the Sponsor will instruct the Custodian to (i) withdraw from the Accounts the amount of HYPE, determined as described above in "—Expenses; Sales of HYPE," equal to the accrued but unpaid Sponsor's Fee and (ii) transfer such HYPE to an account maintained by the Custodian for the Sponsor at such times as the Sponsor determines in its absolute discretion. In addition, if the Trust incurs any Additional Trust Expenses, the Sponsor or its delegates may either (x) cause the Trust (or its delegate) to convert HYPE in such quantity as may be necessary to permit payment of such Additional Trust Expenses into U.S. dollars or other fiat currencies at the Actual Exchange Rate or (y) when the Sponsor incurs such expenses on behalf of the Trust, cause the Trust (or its delegate) to deliver such HYPE in kind to the Sponsor, in each case in such quantity as may be necessary to permit payment of such Additional Trust Expenses. The Sponsor's Fee and Additional Trust Expenses payable by the Trust will generally be paid in HYPE. Shareholders do not have the option of choosing to pay their proportionate shares of Additional Trust Expenses in lieu of having their shares of Additional Trust

Expenses paid by the Trust's delivery or disposition of HYPE. Assuming that the Trust is a grantor trust for U.S. federal income tax purposes, the transfer or sale of HYPE to pay the Trust's expenses will be a taxable event for shareholders. See "Material U.S. Federal Income Tax Consequences—Tax Consequences to U.S. Holders."

Because the amount of HYPE held by the Trust will decrease as a consequence of the payment of the Sponsor's Fee in HYPE or the sale of HYPE to pay Additional Trust Expenses (and the Trust will incur additional fees associated with converting HYPE into U.S. dollars), the amount of HYPE represented by a Share will decline at such time and the Trust's NAV may also decrease. Accordingly, the shareholders will bear the cost of the Sponsor's Fee and any Additional Trust Expenses. New HYPE deposited into the Accounts in exchange for additional new Baskets issued by the Trust will not reverse this trend.

The Sponsor will also cause the sale of the Trust's HYPE if the Sponsor determines that sale is required by applicable law or regulation or in connection with the termination and liquidation of the Trust. The Sponsor will not be liable or responsible in any way for depreciation or loss incurred by reason of any sale of HYPE.

The quantity of HYPE to be delivered to the Sponsor or other relevant payee in payment of the Sponsor's Fee or any Additional Trust Expenses, or sold to permit payment of Additional Trust Expenses, will vary from time to time depending on the level of the Trust's expenses and the value of HYPE held by the Trust. See "—Expenses; Sales of HYPE." Assuming that the Trust is a grantor trust for U.S. federal income tax purposes, each delivery or sale of HYPE by the Trust for the payment of expenses will be a taxable event to shareholders. See "Material U.S. Federal Income Tax Consequences—Tax Consequences to U.S. Holders."

***Hypothetical Expense Example***

The following table illustrates the anticipated impact of the payment of the Trust's expenses on the amount of HYPE represented by each outstanding Share for three years. It assumes that the only transfers of HYPE will be those needed to pay the Sponsor's Fee and that the price of HYPE and the number of Shares remain constant during the three-year period covered. The table does not show the impact of any Additional Trust Expenses. Any Additional Trust Expenses, if and when incurred, will accelerate the decrease in the fractional amount of HYPE represented by each Share. In addition, the table does not show the effect of any waivers of the Sponsor's Fee that may be in effect from time to time.

| | Year | | |
|---|---|---|---|
| | **1** | **2** | **3** |
| Hypothetical price per HYPE, beginning | $ 100.00 | $ 100.00 | $ 100.00 |
| Sponsor's Fee | % | % | % |
| Shares of Trust, beginning | 100,000.00 | 100,000.00 | 100,000.00 |
| HYPE in Trust, beginning | 10,000.00 | | |
| Hypothetical value of HYPE in Trust | $ 1,000,000.00 | $ - | $ - |
| Beginning NAV of the Trust | $ 1,000,000.00 | $ - | $ - |
| HYPE to be delivered to cover the Sponsor's Fee | $ - | $ - | $ - |
| HYPE in Trust, ending | $ - | $ - | $ - |
| Ending NAV of the Trust | $ - | $ - | $ - |
| Ending NAV per share | $ - | $ - | $ - |
| Hypothetical price per HYPE, ending | $ 100.00 | $ 100.00 | $ 100.00 |

**Discretion of the Index Provider**

The Index Provider has sole discretion over the determination of Index Price and may change the methodologies for determining the Index Price from time to time.

**Description of the Trust Agreement**

The following is a description of the material terms of the Trust Agreement. The Trust Agreement establishes the roles, rights and duties of the Sponsor and the Trustee.

***The Sponsor***

*Liability of the Sponsor and Indemnification*

Neither the Sponsor nor the Trust insure the Trust's HYPE. The Sponsor and its affiliates (each a "Covered Person") will not be liable to the Trust or any shareholder for any loss suffered by the Trust which arises out of any action or inaction of such Covered Person if such Covered Person determined in good faith that such course of conduct was in the best interests of the Trust. However, the preceding liability exclusion will not protect any Covered Person against any liability resulting from its own willful misconduct, bad faith or gross negligence in the performance of its duties.

Each Covered Person will be indemnified by the Trust against any loss, judgment, liability, expense incurred or amount paid in settlement of any claim sustained by it in connection with the Covered Person's activities for the Trust, provided that (i) the Covered Person was acting on behalf of, or performing services for, the Trust and had determined, in good faith, that such course of conduct was in the best interests of the Trust and such liability or loss was not the result of fraud, gross negligence, bad faith, willful misconduct or a material breach of the Trust Agreement on the part of such Covered Person and (ii) any such indemnification will be recoverable only from the property of the Trust. Any amounts payable to an indemnified party will be payable in advance under certain circumstances.

*Fiduciary and Regulatory Duties of the Sponsor*

The Sponsor is not effectively subject to the duties and restrictions imposed on "fiduciaries" under both statutory and common law. Rather, the general fiduciary duties that would apply to the Sponsor are defined and limited in scope by the Trust Agreement.

Under Delaware law, a shareholder may bring a derivative action if the shareholder is a shareholder at the time the action is brought and either (i) was a shareholder at the time of the transaction at issue or (ii) acquired the status of shareholder by operation of law or the Trust's governing instrument from a person who was a shareholder at the time of the transaction at issue. Additionally, Section 3816(e) of the Delaware Statutory Trust Act specifically provides that "a beneficial owner's right to bring a derivative action may be subject to such additional standards and restrictions, if any, as are set forth in the governing instrument of the statutory trust, including, without limitation, the requirement that beneficial owners owning a specified beneficial interest in the statutory trust join in the bringing of the derivative action." In addition to the requirements of applicable law, Section 7.4 of the Trust Agreement provides that no shareholder will have the right, power or authority to bring or maintain a derivative action, suit or other proceeding on behalf of the Trust unless two or more shareholders who (i) are not "Affiliates" (as defined in the Trust Agreement and below) of one another and (ii) collectively hold at least 10.0% of the outstanding Shares join in the bringing or maintaining of such action, suit or other proceeding. The Trust selected the 10.0% ownership threshold because the Trust believed that this was a threshold that investors would be comfortable with based on market precedent.

This provision applies to any derivative action brought in the name of the Trust other than claims brought under the federal securities laws or the rules and regulations thereunder, to which Section 7.4 does not apply. Due to this additional requirement, a shareholder attempting to bring a derivative action in the name of the Trust will be required to locate other shareholders with which it is not affiliated and that have sufficient Shares to meet the 10.0% threshold based on the number of Shares outstanding on the date the claim is brought and thereafter throughout the duration of the action, suit or proceeding.

"Affiliate" is defined in the Trust Agreement to mean any natural person, partnership, limited liability company, statutory trust, corporation, association or other legal entity (each, a "Person") directly or indirectly owning, controlling or holding with power to vote 10% or more of the outstanding voting securities of such Person, (ii) any Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such Person, (iii) any Person, directly or indirectly, controlling, controlled by or under common control of such Person, (iv) any employee, officer, director, member, manager or partner of such Person, or (v) if such Person is an employee, officer, director, member, manager or partner, any Person for which such Person acts in any such capacity.

Any shareholders seeking to bring a derivative action may determine whether the 10.0% ownership threshold required to bring a derivative action has been met by dividing the number Shares owned by such shareholders by the total number of Shares outstanding. Following the effectiveness of the registration statement of which this prospectus forms a part, shareholders may determine the total number of Shares outstanding by reviewing the Trust's annual filings on Form 10-K, quarterly filings on Form 10-Q and current reports on Form 8-K reporting sales of unregistered securities pursuant to Item 3.02 thereof, or by requesting the number of Shares outstanding at any time from the Sponsor pursuant to Sections 7.2 and 8.1 of the Trust Agreement and Section 3819(a) of the DSTA. Because the Trust is a grantor trust, it may only issue one class of securities, the Shares.

The Trust offers Shares on a periodic basis at such times and for such periods as the Sponsor determines in its sole discretion. As a result, in order to maintain the 10.0% ownership threshold required to maintain a derivative action, shareholders may need to increase their holdings or locate additional shareholders during the pendency of a claim. The Trust will post the number of Shares outstanding as of the end of each month on its website and as of the end of each quarter in its annual and quarterly filings with the SEC. The Trust additionally will report sales of unregistered securities on Form 8-K pursuant to Item 3.02 thereof. Following the effectiveness of the registration statement of which this prospectus forms a part, shareholders may monitor the number of Shares outstanding at any time for purposes of calculating their ownership threshold by reviewing the Trust's website and SEC filings and by requesting the number of Shares outstanding on any date from the Sponsor at any time pursuant to Sections 7.2 and 8.1 of the Trust Agreement. Shareholders have the opportunity at any time to increase their holdings or locate other shareholders to maintain the 10.0% threshold throughout the duration of a derivative claim. Shareholders may do so by contacting shareholders that are required to file Schedule 13Ds or Schedule 13Gs with the SEC or by requesting from the Sponsor the list of the names and last known address of all shareholders pursuant to Sections 7.2 and 8.1 of the Trust Agreement and Section 3819(a) of the DSTA.

The Sponsor is not aware of any reason to believe that Section 7.4 of the Trust Agreement is not enforceable under state or federal law. The Court of Chancery of Delaware has stated that "[t]he DSTA is enabling in nature and, as such, permits a trust through its declarations of trust to delineate additional standards and requirements with which a stockholder-plaintiff must comply to proceed derivatively in the name of the trust." *Hartsel v. Vanguard Group., Inc.*, Del. Ch. June 15, 2011. However, there is limited case law addressing the enforceability of provisions like Section 7.4 under state and federal law and it is possible that this provision would not be enforced by a court in another jurisdiction or under other circumstances.

Beneficial owners may have the right, subject to certain legal requirements, to bring class actions in federal court to enforce their rights under the federal securities laws and the rules and regulations promulgated thereunder by the SEC. Beneficial owners who have suffered losses in connection with the purchase or sale of their beneficial interests may be able to recover such losses from the Sponsor where the losses result from a violation by the Sponsor of the anti-fraud provisions of the federal securities laws.

*Actions Taken to Protect the Trust*

The Sponsor may prosecute, defend, settle or compromise actions or claims at law or in equity that it considers necessary or proper to protect the Trust or the interests of the shareholders. The expenses incurred by the Sponsor in connection therewith (including the fees and disbursements of legal counsel) will be expenses of the Trust and are deemed to be Additional Trust Expenses. The Sponsor will be entitled to be reimbursed for the Additional Trust Expenses it pays on behalf of the Trust.

*Successor Sponsors*

If the Sponsor is adjudged bankrupt or insolvent, the Trust may dissolve and a Liquidating Trustee may be appointed to terminate and liquidate the Trust and distribute its remaining assets. The Trustee will have no obligation to appoint a successor sponsor or to assume the duties of the Sponsor, and will have no liability to any person because the Trust is or is not terminated. However, if a certificate of dissolution or revocation of the Sponsor's charter is filed (and ninety (90) days have passed after the date of notice to the Sponsor of revocation without a reinstatement of the Sponsor's charter) or the withdrawal, removal, adjudication or admission of bankruptcy or insolvency of the Sponsor has occurred, shareholders holding at least a majority (over 50%) of the Shares may agree in writing to continue the affairs of the Trust and to select, effective as of the date of such event, one or more successor sponsors within ninety (90) days of any such event.

***The Trustee***

The Trustee is a fiduciary under the Trust Agreement and must satisfy the requirements of Section 3807 of the Delaware Trust Statute. However, the fiduciary duties, responsibilities and liabilities of the Trustee are limited by, and are only those specifically set forth in, the Trust Agreement.

*Limitation on Trustee's Liability*

Under the Trust Agreement, the Sponsor has exclusive control of the management of all aspects of the activities of the Trust and the Trustee has only nominal duties and liabilities to the Trust. The Trustee is appointed to serve as the trustee for the sole purpose of satisfying Section 3807(a) of the DSTA which requires that the Trust have at least one trustee with a principal place of business in the State of Delaware. The duties of the Trustee are limited to (i) accepting legal process served on the Trust in the State of Delaware and (ii) the execution of any certificates required to be filed with the Delaware Secretary of State which the Trustee is required to execute under the DSTA.

To the extent the Trustee has duties (including fiduciary duties) and liabilities to the Trust or the shareholders under the DSTA, such duties and liabilities will be replaced by the duties and liabilities of the Trustee expressly set forth in the Trust Agreement. The Trustee will have no obligation to supervise, nor will it be liable for, the acts or omissions of the Sponsor, Transfer Agent, Custodian or any other person. Neither the Trustee, either in its capacity as trustee or in its individual capacity, nor any director, officer or controlling person of the Trustee is, or has any liability as, the issuer, director, officer or controlling person of the issuer of Shares. The Trustee's liability is limited solely to the express obligations of the Trustee as set forth in the Trust Agreement.

Under the Trust Agreement, the Sponsor has the exclusive management, authority and control of all aspects of the activities of the Trust. The Trustee has no duty or liability to supervise or monitor the performance of the Sponsor, nor does the Trustee have any liability for the acts or omissions of the Sponsor. The existence of a trustee should not be taken as an indication of any additional level of management or supervision over the Trust. The Trust Agreement provides that the management authority with respect to the Trust is vested directly in the Sponsor and that the Trustee is not responsible or liable for the genuineness, enforceability, collectability, value, sufficiency, location or existence of any of the HYPE or other assets of the Trust.

*Possible Repayment of Distributions Received by Shareholders; Indemnification by Shareholders*

The Shares are limited liability investments. Investors may not lose more than the amount that they invest plus any profits recognized on their investment. Although it is unlikely, the Sponsor may, from time to time, make distributions to the shareholders. However, shareholders could be required, as a matter of bankruptcy law, to return to the estate of the Trust any distribution they received at a time when the Trust was in fact insolvent or in violation of its Trust Agreement. In addition, the Trust Agreement provides that shareholders will indemnify the Trust for any harm suffered by it as a result of shareholders' actions unrelated to the activities of the Trust.

The foregoing repayment of distributions and indemnity provisions (other than the provision for shareholders indemnifying the Trust for taxes imposed upon it by a state, local or foreign taxing authority, which is included only as a formality due to the fact that many states do not have statutory trust statutes therefore the tax status of the Trust in such states might, theoretically, be challenged) are commonplace in statutory trusts and limited partnerships.

*Indemnification of the Trustee*

The Trustee and any of the officers, directors, employees and agents of the Trustee will be indemnified by the Trust as primary obligor and the Sponsor as secondary obligor and held harmless against any loss, damage, liability, claim, action, suit, cost, expense, disbursement (including the reasonable fees and expenses of counsel), tax or penalty of any kind and nature whatsoever, arising out of, imposed upon or asserted at any time against such indemnified person in connection with the performance of its obligations under the Trust Agreement, the creation, operation or termination of the Trust or the transactions contemplated therein; provided, however, that neither the Trust nor the Sponsor will be required to indemnify any such indemnified person for any such expenses which are a result of the willful misconduct, bad faith or gross negligence of such indemnified person. If the Trust has insufficient assets or improperly refuses to pay such an indemnified person within 60 days of a request for payment owed under the Trust Agreement, the Sponsor will, as secondary obligor, compensate or reimburse the Trustee or

indemnify, defend and hold harmless such an indemnified person as if it were the primary obligor under the Trust Agreement. Any amount payable to such an indemnified person under the Trust Agreement may be payable in advance under certain circumstances and will be secured by a lien on the Trust property. The obligations of the Sponsor and the Trust to indemnify such indemnified persons under the Trust Agreement will survive the termination of the Trust Agreement.

*Holding of Trust Property*

The Trust will hold and record the ownership of the Trust's assets in a manner such that it will be owned for the benefit of the shareholders for the purposes of, and subject to and limited by the terms and conditions set forth in, the Trust Agreement. The Trust will not create, incur or assume any indebtedness or borrow money from or loan money to any person. The Trustee may not commingle its assets with those of any other person.

The Trustee may employ agents, attorneys, accountants, auditors and nominees and will not be answerable for the conduct or misconduct of any such custodians, agents, attorneys or nominees if such custodians, agents, attorneys and nominees have been selected with reasonable care.

*Resignation, Discharge or Removal of Trustee; Successor Trustees*

The Trustee may resign as Trustee by written notice of its election so to do, delivered to the Sponsor with at least 180 days' notice. The Sponsor may remove the Trustee in its discretion. If the Trustee resigns or is removed, the Sponsor, acting on behalf of the shareholders, will appoint a successor trustee. The successor Trustee will become fully vested with all of the rights, powers, duties and obligations of the outgoing Trustee.

If the Trustee resigns and no successor trustee is appointed within 180 days after the Trustee notifies the Sponsor of its resignation, the Trustee will terminate and liquidate the Trust and distribute its remaining assets.

***Amendments to the Trust Agreement***

In general, the Sponsor may amend the Trust Agreement without the consent of any shareholder. In particular, the Sponsor may, without the approval of the shareholders, amend the Trust Agreement if the Trust is advised at any time by the Trust's accountants or legal counsel that the amendments are necessary to permit the Trust to take the position that it is a grantor trust for U.S. federal income tax purposes. The Sponsor is also permitted to make certain restatements, amendments or supplements to the Trust Agreement that would materially adversely affect the interests of the shareholders as determined by the Sponsor in its sole discretion with a 20-day notice to shareholders. Additionally, the Sponsor is permitted to make certain restatements, amendments or supplements to the Trust Agreement that could adversely affect the status of the Trust as a grantor trust for U.S. federal income tax purposes, but only if certain conditions set forth in the amendments relating to the qualification of the Trust as a grantor trust for U.S. federal income tax purposes are satisfied. Furthermore, subject to certain limitations, the Sponsor may make any other amendments to the Trust Agreement which do not materially adversely affect the interests of the shareholders in its sole discretion without shareholder consent.

***Termination of the Trust***

*The Trust will dissolve if any of the following events occur:*

- a U.S. federal or state regulator requires the Trust to shut down or forces the Trust to liquidate its HYPE or seizes, impounds or otherwise restricts access to Trust assets;
- any ongoing event exists that either prevents the Trust from making or makes impractical the Trust's reasonable efforts to make a fair determination of the Index Price;
- any ongoing event exists that either prevents the Trust from converting or makes impractical the Trust's reasonable efforts to convert HYPE to U.S. dollars; or
- a certificate of dissolution or revocation of the Sponsor's charter is filed (and 90 days have passed since the date of notice to the Sponsor of revocation without a reinstatement of its charter) or the withdrawal,

removal, adjudication or admission of bankruptcy or insolvency of the Sponsor has occurred, unless (i) at the time there is at least one remaining Sponsor and that remaining Sponsor carries on the Trust or (ii) within 90 days of any such event shareholders holding at least a majority (over 50%) of Shares, not including Shares held by the Sponsor and its affiliates, agree in writing to continue the activities of the Trust and to select, effective as of the date of such event, one or more successor sponsors.

The Sponsor may, in its sole discretion, dissolve the Trust if any of the following events occur:

- the SEC determines that the Trust is an investment company required to be registered under the Investment Company Act of 1940;
- the CFTC determines that the Trust is a commodity pool under the CEA;
- the Trust is determined to be a "money service business" under the regulations promulgated by FinCEN under the authority of the Bank Secrecy Act and is required to comply with certain FinCEN regulations thereunder;
- the Trust is required to obtain a license or make a registration under any state law regulating money transmitters, money services businesses, providers of prepaid or stored value or similar entities, or virtual currency businesses;
- the Trust becomes insolvent or bankrupt;
- the Custodian resigns or is removed without replacement;
- all of the Trust's assets are sold;
- the Sponsor determines that the aggregate net assets of the Trust in relation to the expenses of the Trust make it unreasonable or imprudent to continue the affairs of the Trust;
- the Sponsor receives notice from the IRS or from counsel for the Trust or the Sponsor that the Trust fails to qualify for treatment, or will not be treated, as a grantor trust under the U.S. Internal Revenue Code of 1986, as amended (the "Code");
- if the Trustee notifies the Sponsor of the Trustee's election to resign and the Sponsor does not appoint a successor trustee within 180 days; or
- the Sponsor determines, in its sole discretion, that it is desirable or advisable for any reason to discontinue the affairs of the Trust.

The Sponsor may determine that it is desirable or advisable to discontinue the affairs of the Trust for a variety of reasons. For example, the Sponsor may terminate the Trust if a federal court upholds an allegation that HYPE is a security under the federal securities laws.

The death, legal disability, bankruptcy, insolvency, dissolution, or withdrawal of any shareholder (as long as such shareholder is not the sole shareholder of the Trust) will not result in the termination of the Trust, and such shareholder, his or her estate, custodian or personal representative will have no right to a redemption or value such shareholder's Shares. Each shareholder (and any assignee thereof) expressly agrees that in the event of his or her death, he or she waives on behalf of himself or herself and his or her estate, and he or she directs the legal representative of his or her estate and any person interested therein to waive the furnishing of any inventory, accounting or appraisal of the assets of the Trust and any right to an audit or examination of the books of account for the Trust, except for such rights as are set forth in Article VIII of the Trust Agreement relating to the books of account and reports of the Trust.

Upon dissolution of the Trust and surrender of Shares by the shareholders, shareholders will receive a distribution in U.S. dollars after the Sponsor has sold the Trust's HYPE, if applicable, and has paid or made provision for the Trust's claims and obligations.

If the Trust is forced to liquidate, the Trust will be liquidated under the Sponsor's direction. The Sponsor, on behalf of the Trust, will engage directly with Digital Asset Markets to liquidate the Trust's HYPE as promptly as possible while obtaining the best fair value possible. The proceeds therefrom will 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 Trust other than liabilities for distributions to shareholders and (b) to the holders of Shares pro rata in accordance with the respective percentages of Shares that they hold. It is expected that the Sponsor would be subject to the same regulatory requirements as the Trust, and therefore, the markets available to the Sponsor will be the same markets available to the Trust.

***Governing Law***

The Trust Agreement and the rights of the Sponsor, Trustee and shareholders under the Trust Agreement are governed by the laws of the State of Delaware.

**Description of the Custodian Agreement**

The Custodian Agreement establishes the rights and responsibilities of the Custodian, the Sponsor and the Trust with respect to the Trust's HYPE which is held in accounts maintained and operated by the Custodian, as a fiduciary with respect to the Trust's assets. For a general description of the Custodian's obligations, see "—Service Providers of the Trust—The Custodian."

Custody of HYPE typically involves the generation, storage and utilization of private keys. These private keys are used to effect transfer transactions (i.e., transfers of HYPE from an address associated with the private key to another address).

***Access to the Custody Account; Transfers and Storage***

The Custodian has been engaged to keep the Trust's HYPE in safe custody. The Custodian will provide the Sponsor with the information that is necessary for third parties to make deposits to the Accounts. To support the Trust's ordinary course deposits and withdrawals, the Custodian's services will allow the Sponsor to receive a recipient address for deposits by a third party, and to initiate the transfer and broadcast to the blockchain supporting the relevant asset. Subject to completed blockchain transactions to the provided recipient addresses and completion of required transaction screening by the Custodian, the Custodian will credit all HYPE properly authorized by the Trust or the Sponsor to the Accounts. The Custodian will only allow withdrawals of HYPE from the Accounts based on authorized instructions from the Sponsor or the Trust.

The Custodian has agreed to hold Trust assets for the benefit of the Trust as the entitlement holder, such assets will not be commingled with the Custodian's proprietary assets. While other types of assets held in a similarly-segregated manner have been deemed not to be part of the asset custodian's bankruptcy estate under various regulatory regimes, bankruptcy courts have not yet fully addressed the appropriate treatment of custodial holdings of digital assets and any such determination may be highly fact-specific.

The Custodian Agreement also contains an agreement by the parties to treat the HYPE credited to the Trust as "financial assets" under Article 8, in addition to stating that the Custodian will serve as a "securities intermediary" within the meaning of Article 8 with respect to such assets. Under Article 8, the Trust's HYPE held in the Trust Account(s) are not general assets of the Custodian and are not available to satisfy claims of creditors of the Custodian. See "Risk Factors—Risk Factors Related to the Trust and the Shares—the Trust relies on third-party service providers to perform certain functions essential to the affairs of the Trust and the replacement of such service providers could pose challenges to the safekeeping of the Trust's HYPE and to the operations of the Trust."

***Safekeeping of HYPE***

The Custodian will receive HYPE for storage generation private keys and their public key pairs, with the Custodian retaining custody of the private keys. Upon receipt, the Custodian will use best efforts to custody the HYPE in the Accounts. The Custodian securely stores all digital asset private keys held by the Custodian on secure servers or offline, in cold storage. The hardware security module utilized by the Custodian is located in the United

States. The Trust's HYPE held by the Custodian are held in segregated wallets and therefore are not commingled with the Custodian's or other customer assets.

***Insurance***

Pursuant to the terms of the Custodian Agreement, the Custodian is required to maintain certain insurance coverage, which the Sponsor believes is industry standard. The Custodian Agreement provides that the Custodian maintains commercial crime insurance policies with limits of not less than $100 million in the aggregate, which are intended to cover the loss of client assets held in cold storage, including from employee collusion or fraud, physical loss including theft, damage of key material, security breaches or hacks, and fraudulent transfers. The insurance policies maintained by the Custodian are shared among all of the Custodian's respective customers, is not specific to the Trust or to customers holding HYPE with the Custodian and may not be available or sufficient to protect the Trust from all possible losses or sources of losses.

Moreover, while the Custodian maintains certain capital reserve requirements depending on the assets under custody and to the extent required by applicable law, and such capital reserves may provide additional means to cover client asset losses, the Sponsor does not know the amount of such capital reserves, and neither the Trust nor the Sponsor have access to such information. The Trust cannot be assured that the Custodian will maintain capital reserves sufficient to cover losses with respect to the Trust's digital assets. In addition, such insurance and capital reserves maintained by the Custodian are shared among all of their customers and are therefore not specific to the Trust.

***Deposits, Withdrawals and Storage***

The Custodian provides for: (i) holding accounts of the Trust's HYPE in the Accounts; (ii) transfer of the Trust's HYPE between the relevant Accounts; (iii) the deposit of HYPE from a public blockchain address into the respective account or accounts in which the Accounts are maintained; and (iv) the withdrawal of HYPE from the Accounts to a public blockchain address the Trust controls (each such transaction is a "Custody Transaction") (collectively, the "Custodial Services").

The Custodian reserves the right to refuse to process or to cancel any pending Custody Transaction as required by law or in response to a subpoena, court order, or other binding government order or to enforce transaction, threshold, and condition limits, in each case as communicated to the Trust as soon as reasonably practicable where the Custodian is permitted to do so, or if the Custodian reasonably believes that the Custody Transaction may violate or facilitate the violation of an applicable law, regulation or applicable rule of a governmental authority or self-regulatory organization. The Custodian may suspend, restrict or terminate the Trust's and the Sponsor's access to the Custodial Services, and/or suspend, restrict or close the Accounts if the Trust or Sponsor has taken certain actions, including any prohibited use or prohibited business as set forth in the Custodian Agreement or if the Custodian is required to do so by a subpoena, court order, or other binding government order.

From the time the Custodian has verified the authorization of a complete set of instructions to withdraw HYPE from the Accounts, the Custodian will have a limited amount of time to process and complete such withdrawal. The Custodian will ensure that initiated deposits are processed in a timely manner but the Custodian makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of the Custodian's control.

The Custodian makes no other representations or warranties with respect to the availability and/or accessibility of HYPE or the availability and/or accessibility of the Accounts or the Custodial Services.

***Security of the Accounts***

The Custodian has implemented and will maintain reasonable information security programs that include policies and procedures that are reasonably designed to safeguard the Custodian's electronic systems and the Trust's and the Sponsor's confidential information from, among other things, unauthorized access or misuse. In the event of a Personal Data Breach (as defined in the Custodian Agreement), the Custodian will use commercially reasonable efforts to notify the Trust and the Sponsor.

***Record Keeping; Inspection and Auditing***

Upon commercially reasonable notice to the Custodian, the Custodian will provide the Trust copies of the books and records pertaining to the Trust that are in the possession or under the control of the Custodian. The Sponsor relies on the SOC reports to provide assurances as to the controls that support the proof of existence of the Trust's HYPE at the Custodian. SOC reports are internal control evaluations conducted by independent auditors. A SOC 1 report addresses the controls at a service organization that are likely to be relevant to user entities' internal control over financial reporting. A SOC 2 report addresses controls at a service organization relevant to security, availability, processing integrity, confidentiality, or privacy in order to support users' evaluations of their own systems of internal control. The Custodian engages an independent auditor to conduct both a SOC 1, Type II audit and a SOC 2, Type II audit. The SOC 1, Type II and SOC 2, Type II reports include controls over private key management.

Once each calendar year, the Trust and the Sponsor will be entitled to request that the Custodian provides a copy of the SOC 1 report and SOC 2 report once per calendar year. Such reports are required to be dated within one year prior to such request. The Custodian reserves the right to combine the SOC 1 and SOC 2 reports into a comprehensive report. In the event that the Custodian does not deliver a SOC 1 Report or SOC 2 Report, as applicable, the Sponsor and the Trust will be entitled to terminate the Custodian Agreement.

***Standard of Care; Limitations of Liability***

Under the Custodian Agreement, at minimum, the Custodian (and its affiliates) shall at all times perform its obligations under the Custodian Agreement with the reasonable care, skill, and diligence of a prudent, professional, competent, and regulated provider of custody services in the financial industry, unless a higher standard is specified by this agreement or applicable law or regulation. Except for the Custodian's negligence, willful misconduct or fraud, the Custodian shall not be liable for any losses, whether in contract, tort or otherwise, incurred by the Trust, for any amount in excess of the greater of five million U.S. dollars and fees paid by the Trust in the twelve (12) months prior to when the liability arises. Further, in no event will the Custodian be liable (i) losses which arise from the Custodian's compliance with applicable laws, including sanctions laws administered by OFAC or (ii) special, indirect or consequential damages, or lost profits or loss of business arising in connection with the Custodian Agreement. This limitation of liability shall not limit any losses or claims arising from the Custodian's negligence, willful misconduct or fraud.

***Indemnity***

Under the Custodian Agreement, the Trust shall defend and indemnify and hold harmless the Custodian, its affiliates, and their respective officers, directors, agents, employees and representatives from and against any and all third party claims and losses arising out the Trust's material breach of the Custodian Agreement, the Trust's violations of any law, rule or regulations related to the performance of its obligations under the Custodian Agreement or the Trust's gross negligence, fraud or willful misconduct, except to the extent in each case they arise out of the Custodian's negligence, willful misconduct or fraud. This obligation will survive any termination of the Custodian Agreement as it relates to the claims and losses arising during the term of the Custodian Agreement or as it relates to activity during such term. The Trust may not settle any claim without the prior written consent of the rights of the Custodian under the Custodian Agreement.

***Fees and Expenses***

The Sponsor will pay an annualized fee to the Custodian, covering the Trust's use of the Custodial Services, that is accrued on a monthly basis as a percentage of the Trust's monthly assets under custody. The Sponsor will also pay a monthly fee to the Custodian, covering withdrawals and deposits to or from the Accounts in connection with the creation and redemption of Shares.

***Term; Termination and Suspension***

The initial term of the Custodian Agreement is three (3) years with a renewal term of one (1) year. The Trust or the Custodian may terminate the Custodian Agreement in its entirety for any reason and without cause by providing written notice at least thirty (30) days' or 120 days', respectively, prior to the expiration of the then current term of

the Custodian Agreement. Both the Trust and the Custodian may terminate the Custodian Agreement for cause upon a material breach which is not cured within thirty (30) days after receipt by the breaching party of written notice from the non-breaching party of such breach.

The Custodian Agreement will remain in effect until either party terminates the Custodian Agreement; provided, however, that the Custodian shall not restrict, suspend, or modify any Custodial Services following termination of the Custodian Agreement by the Custodian without Cause (as defined in the Custodian Agreement) or by the Trust until the end of the applicable notice period and neither party's termination of the Custodian Agreement will be effective until the Trust and/or the Custodian, as the case may be, have fully satisfied their obligations thereunder.

The Trust may terminate the Custodian Agreement in whole or in part upon thirty days' prior written notice to the Custodian. The Trust will also be entitled to terminate the Custodian Agreement in the event that the Custodian does not deliver a SOC 1 Report or SOC 2 Report, as applicable. See "—Record Keeping; Inspection and Auditing."

The Custodian may terminate the Custodian Agreement (i) upon one hundred eighty days' prior written notice to the Trust; and (ii) upon a material breach which is not cured within thirty (30) days after receipt by the Trust or Sponsor of written notice from the Custodian of such breach. The Custodian may also terminate the Custodian Agreement if any part of the Custodial Services is or is likely to become in violation of applicable laws or if the Trust files bankruptcy or becomes insolvent.

***Governing Law***

The Custodian Agreement is governed by New York law.

**Legal Proceedings**

Neither the Sponsor nor the Trust were party to legal proceedings required to be disclosed during the periods covered by the financial statements included in this prospectus. The Sponsor and/or the Trust may be subject to legal proceedings and disputes in the future.

## KEY PERSONNEL OF THE SPONSOR

The Trust does not have any directors, officers or employees. Under the Trust Agreement, all management functions of the Trust have been delegated to and are conducted by the Sponsor, its agents and its affiliates, including without limitation, the Custodian and its agents. As officers of the Sponsor, Peter Mintzberg, the principal executive officer of the Sponsor, and Edward McGee, the principal financial and accounting officer of the Sponsor, may take certain actions and execute certain agreements and certifications for the Trust, in their capacity as the principal officers of the Sponsor.

Grayscale Investments, a Delaware corporation, is the sole managing member of GSO, a Delaware limited liability company, which is the sole member of the Sponsor, and each of Grayscale Investments, GSO and GSIS is a consolidated subsidiary of DCG. Grayscale Investments has a board of directors (the "Board") that is responsible for managing and directing the affairs of the Sponsor and consists of Barry Silbert, Mark Shifke, Simon Koster, Peter Mintzberg and Edward McGee. Mr. Mintzberg and Mr. McGee also retain the authority granted to them as officers of the Sponsor under the limited liability company agreement of the Sponsor.

On May 4, 2026, Grayscale Investments, as sole managing member of GSO, the sole member of the Sponsor, appointed Peter Mintzberg, Edward McGee and Craig Salm to act as a Board of Managers to direct the affairs of the Sponsor, effectively performing the functions that a board of directors would customarily perform. Grayscale Investments, as sole managing member of GSO, the sole member of the Sponsor, controls the appointment and removal of members of the Board of Managers of the Sponsor. While the board of Grayscale Investments retains overall oversight of Grayscale Investments and its subsidiaries as a whole, including the Sponsor. Mr. Mintzberg, Mr. McGee, and Mr. Salm are granted authority to manage the day-to-day affairs of the Sponsor under the amended and restated limited liability company agreement of the Sponsor.

The Sponsor has an Audit Committee. The Audit Committee has the responsibility for overseeing the financial reporting process of the Trust, including the risks and controls of that process and such other oversight functions as are typically performed by an audit committee of a public company.

The Sponsor has a code of ethics (the "Code of Ethics") that applies to its executive officers and agents. The Code of Ethics is available by writing the Sponsor at 290 Harbor Drive, 4th Floor, Stamford, Connecticut 06902 or calling the Sponsor at (212) 668-1427. The Sponsor's Code of Ethics is intended to be a codification of the business and ethical principles that guide the Sponsor, and to deter wrongdoing, to promote honest and ethical conduct, to avoid conflicts of interest, and to foster compliance with applicable governmental laws, rules and regulations, the prompt internal reporting of violations and accountability for adherence to this code.

*Peter Mintzberg*, 57, has been the Chief Executive Officer of the Sponsor and has served on the Board of the Sponsor since August 2024. Mr. Mintzberg joins the Sponsor from Goldman Sachs, where he served as Global Head of Strategy for Asset and Wealth Management. Prior, he held several global leadership roles in Strategy, M&A, and Investor Relations at BlackRock, Apollo, OppenheimerFunds, and Invesco. With deep knowledge across a broad base of client types and asset classes, Mr. Mintzberg has over two decades of experience developing and executing strategy and innovating to drive growth. Mr. Mintzberg started his career working at McKinsey & Co. in New York, San Francisco, and São Paulo, focused on the financial services and technology sectors. Mr. Mintzberg was recognized as a Latino leader in Finance by The Alumni Society in 2018, and was selected as a David Rockefeller Fellow in the 2016-2017 Class by the Partnership for New York City. He earned a bachelor's degree in engineering from the Universidade Federal Rio de Janeiro, and an MBA from Harvard University.

*Edward McGee*, 42, has been the Chief Financial Officer of the Sponsor since January 2022 and has served on the Board of the Sponsor since January 2024. Before serving as CFO, Mr. McGee was Vice President, Finance and Controller of the Sponsor since June 2019. Prior to taking on his role at the Sponsor, Mr. McGee served as a Vice President, Accounting Policy at Goldman, Sachs & Co. providing coverage to their SEC Financial Reporting team facilitating the preparation and review of their financial statements and provided U.S. GAAP interpretation, application and policy development while servicing their Special Situations Group, Merchant Banking Division and Urban Investments Group from 2014 to 2019. From 2011 to 2014, Mr. McGee was an auditor at Ernst & Young providing assurance services to publicly listed companies. Mr. McGee earned his Bachelor of Science degree in accounting from the John H. Sykes College of Business at the University of Tampa and graduated with honors while

earning his Master of Accountancy in Financial Accounting from the Rutgers Business School at the State University of New Jersey. Mr. McGee is a Certified Public Accountant licensed in the state of New York.

*Craig Salm,* 38, has been the Chief Legal Officer of Grayscale since 2022 and has served on the Board of the Sponsor since May 2026. Before serving as Chief Legal Officer, Mr. Salm was Director, Legal since January 2020 and Associate, Legal since January 2018. Prior to joining Grayscale, Mr. Salm was a corporate associate at Paul Weiss and a member of its Capital Markets & Securities Group—primarily focused on representing issuers, private equity sponsors, investment banks, hedge funds and other stakeholders in corporate finance transactions, as well as advising on securities law and corporate governance matters. Mr. Salm earned his Bachelor of Science from the University of Michigan and his Juris Doctor from the Benjamin N. Cardozo School of Law. Mr. Salm serves as a member of the Blockchain Association and a member of the Crypto Ratings Council ("CRC").

## CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

### General

The Sponsor has not established formal procedures to resolve all potential conflicts of interest. Consequently, shareholders may be dependent on the good faith of the respective parties subject to such conflicts to resolve them equitably. Although the Sponsor attempts to monitor these conflicts, it is extremely difficult, if not impossible, for the Sponsor to ensure that these conflicts do not, in fact, result in adverse consequences to the Trust.

The Sponsor presently intends to assert that shareholders have, by subscribing for Shares of the Trust, consented to the following conflicts of interest in the event of any proceeding alleging that such conflicts violated any duty owed by the Sponsor to investors.

### Digital Currency Group, Inc.

DCG is (i) the indirect parent company of the Sponsor and (ii) a minority interest holder in Kraken, one of the Digital Asset Trading Platforms included in the Index, representing less than 1.0% of its equity.

DCG has investments in a large number of digital assets and companies involved in the digital asset ecosystem, including trading platforms and custodians. Digital Currency Group, Inc.'s positions on changes that should be adopted in the Hyperliquid Network could be adverse to positions that would benefit the Trust or its shareholders. In the event of a hard fork of the Hyperliquid Network, the Sponsor will, as permitted by the terms of the Trust Agreement, use its discretion to determine, in good faith, which digital asset network, among a group of incompatible forks of the Hyperliquid Network, is generally accepted as the Hyperliquid Network and should therefore be considered the appropriate digital asset network for the Trust's purposes, Before or after such a hard fork, Digital Currency Group, Inc.'s position regarding which fork among a group of incompatible forks of the Hyperliquid Network should be considered the "true" Hyperliquid Network, could be adverse to the Sponsor's determination and adverse to positions that would most benefit the Trust.

### The Sponsor

The Sponsor has a conflict of interest in allocating its own limited resources among, when applicable, different clients and potential future business ventures, to each of which it owes fiduciary duties. Additionally, the professional staff of the Sponsor also services other affiliates of the Trust, including several other digital asset investment vehicles, and their respective clients. Although the Sponsor and its professional staff cannot and will not devote all of its or their respective time or resources to the management of the affairs of the Trust, the Sponsor intends to devote, and to cause its professional staff to devote, sufficient time and resources to manage properly the affairs of the Trust consistent with its or their respective fiduciary duties to the Trust and others.

The Sponsor and Grayscale Securities are affiliates of each other, and the Sponsor may engage other affiliated service providers in the future. Because of the Sponsor's affiliated status, it may be disincentivized from replacing affiliated service providers. In connection with this conflict of interest, shareholders should understand that affiliated service providers will receive fees for providing services to the Trust. Clients of the affiliated service providers may pay commissions at negotiated rates which are greater or less than the rate paid by the Trust.

The Sponsor and any affiliated service provider may, from time to time, have conflicting demands in respect of their obligations to the Trust and, in the future, to other clients. It is possible that future business ventures of the Sponsor and affiliated service providers may generate larger fees, resulting in increased payments to employees, and therefore, incentivizing the Sponsor and/or the affiliated service providers to allocate its/their limited resources accordingly to the potential detriment of the Trust.

There is an absence of arm's length negotiation with respect to some of the terms of the Trust, and, where applicable, there has been no independent due diligence conducted with respect to the Trust. The Sponsor will, however, not retain any affiliated service providers for the Trust which the Sponsor has reason to believe would knowingly or deliberately favor any other client over the Trust.

**Authorized Participants**

As of the date of this prospectus, the Sponsor, on behalf of the Trust, and the Transfer Agent entered into Participant Agreements with Jane Street Capital, LLC, Macquarie Capital (USA) Inc, and Virtu Americas LLC pursuant to which such entities have agreed to act as Authorized Participants, and are able to conduct creations and redemptions for cash. In addition, as of the date of this prospectus, Jane Street Capital, LLC, Macquarie Capital (USA) Inc, and Virtu Americas LLC are able to conduct creations and redemptions in-kind. The Sponsor may engage additional Authorized Participants who are unaffiliated with the Trust in the future.

**Proprietary Trading/Other Clients**

Because the officers of the Sponsor may trade HYPE for their own personal trading accounts (subject to certain internal trading policies and procedures) at the same time as they are managing the account of the Trust, the activities of the officers of the Sponsor, subject to their fiduciary duties, may, from time-to-time, result in their taking positions in their personal trading accounts which are opposite of the positions taken for the Trust. Records of the Sponsor's officers' personal trading accounts will not be available for inspection by shareholders.

## DESCRIPTION OF THE SHARES

The Trust is authorized under the Trust Agreement to create and issue an unlimited number of Shares. Shares will be issued only in Baskets (a Basket equals a block of 10,000 Shares) in connection with creations. The Shares represent units of fractional undivided beneficial interest in and ownership of the Trust and have no par value. The Shares are expected to be listed on NASDAQ under the ticker symbol "HYPG".

### 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 Trust Agreement. For example, shareholders do not have the right to elect or remove directors and will not receive dividends. 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 Trust. Under the Trust Agreement, shareholders have limited voting rights. For example, in the event that the Sponsor withdraws, a majority of the shareholders may elect and appoint a successor sponsor to carry out the affairs of the Trust. The Sponsor is also permitted to make certain restatements, amendments or supplements to the Trust Agreement that would materially adversely affect the interests of the shareholders as determined by the Sponsor in its sole discretion with a 20-day notice to shareholders. Additionally, the Sponsor is permitted to make certain restatements, amendments or supplements to the Trust Agreement that could adversely affect the status of the Trust as a grantor trust for U.S. federal income tax purposes, but only if only if certain conditions set forth in the amendments relating to the qualification of the Trust as a grantor trust for U.S. federal income tax purposes are satisfied. Furthermore, subject to certain limitations, the Sponsor may make any other amendments to the Trust Agreement which do not materially adversely affect the interests of the shareholders in its sole discretion without shareholder consent.

### Distributions

Pursuant to the terms of the Trust Agreement, the Trust may make distributions on the Shares in-cash or in-kind. In addition, if the Trust is terminated and liquidated, the Sponsor will distribute to the shareholders any amounts of the cash proceeds of the liquidation remaining after the satisfaction of all outstanding liabilities of the Trust and the establishment of reserves for applicable taxes, other governmental charges and contingent or future liabilities as the Sponsor will determine. See "—Description of the Trust Agreement—Termination of the Trust." 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.

### Creation of Shares

The Trust creates Shares at such times and for such periods as determined by the Sponsor, but only in one or more whole Baskets. A Basket equals 10,000 Shares. See "Description of Creation and Redemption of Shares." The creation of a Basket requires the delivery to the Trust of the amount of HYPE (or cash to acquire the amount of HYPE) represented by one Share immediately prior to such creation multiplied by 10,000. The Trust may from time to time halt creations, including for extended periods of time, for a variety of reasons, including in connection with forks, airdrops and other similar occurrences.

### Redemption of Shares

Shares are redeemable only in accordance with the provisions of the Trust Agreement and the relevant Participant Agreement. Through its redemption program, the Trust redeems Shares from Authorized Participants on an ongoing basis by distributing HYPE or proceeds from the disposition of HYPE. An Authorized Participant may choose to submit Cash Orders, pursuant to which an 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 receiving HYPE in connection with such orders. The Trust may also redeem Baskets via In-Kind Orders, pursuant to which an Authorized Participant or its AP Designee will receive HYPE directly from the Trust. See "Description of Creation and Redemption of Shares."

**Staking**

The Trust Agreement provides that the Trust may engage in Staking, but only if (and, then, only to the extent that) the Staking Condition has been satisfied. Subject to the Staking Condition being satisfied and subject to compliance with any additional requirements that may arise in connection with satisfaction of the Staking Condition, in the future, the Sponsor may cause the Trust to engage in Staking as described herein, in connection with the commencement of the offering of the Shares pursuant to the registration statement of which this prospectus forms a part. The Sponsor may in the future modify the form of Staking in which the Trust engages, but only if (and, then, only to the extent that) the Staking Condition has been satisfied with respect to any such modified form of Staking, and subject to compliance with any additional requirements that may arise in connection with satisfaction of the Staking Condition with respect thereto. Although the Sponsor does not currently anticipate modifying the form of Staking, the Sponsor expects that, if any such modification were made, it would result from technical changes to the Hyperliquid Network protocol or the surrounding infrastructure or ecosystem, and would not represent a change in the investment strategy of the Trust.

If the Staking Condition is satisfied, the Sponsor anticipates that the Trust would enter into Staking Arrangements with the Custodian to stake the Trust's HYPE to one or more Staking Providers through Provider-Facilitated Staking. Under the Staking Arrangements, the Trust would be permitted to accept only Staking Consideration received in the form of HYPE, and would not be permitted to accept any Other Staking Consideration in the form of other digital assets. Furthermore, the Staking Arrangements also require that a Staking Provider meet certain requirements in order to be selected to participate in Provider-Facilitated Staking. The Staking Provider would be the node operator and would be obligated to operate the validator through which the Trust's HYPE would be staked to ensure that validation occurs. The Trust's HYPE would be staked from the Trust's wallets administered by the Custodian, and the Staking Provider would perform any related validation activities. The Trust would retain control of its staked HYPE because the Hyperliquid Network does not permit the Staking Provider to transfer staked HYPE to any wallet other than as designated by the Sponsor. Because the Trust's staked HYPE cannot, pursuant to the Hyperliquid Network protocol, be transferred other than as directed by the Sponsor, the Trust's HYPE would not be deemed commingled with the HYPE of any other HYPE holder in connection with Staking, such as the Staking Provider or others who stake to the Staking Provider, even if the Staking Provider is in receipt of other HYPE holders' validation rights. The Trust would not itself undertake any validation activities, and the Sponsor would not be required to perform any services. As of the date of this filing, the Sponsor generally seeks to stake as much of the Trust's HYPE as is practicable (i.e., up to 100%) at all times, except as needed as further described herein. The Trust's HYPE would be un-staked (or not staked in the first instance) only under certain circumstances described in the Trust Agreement and under "Description of the Shares—Staking." The Staking Arrangements are expected to generally be on market terms, consistent with those typically offered by leading digital asset firms that offer staking functionality. However, the Trust has and will continue to negotiate certain provisions as necessary or helpful to preserve the Trust's status as a grantor trust and the security of the Trust's HYPE, as well as to address governmental, policy or regulatory concerns. Staking introduces the risk of loss of HYPE and requires dependency on third parties to effectively execute the Trust's Staking Arrangements.

See "Description of the Shares—Staking" and "Risk Factors—Risk Factors Related to Staking" for more information.

Capitalized terms used but not defined in this subsection have the meaning given to such terms under "Glossary of Defined Terms."

**Book-Entry Form**

Shares are held primarily in book-entry form by the Transfer Agent. The Sponsor or its delegate will direct the Transfer Agent to credit or debit, as applicable, the number of Baskets to the applicable Authorized Participant. The Transfer Agent will issue or cancel Baskets, as applicable. Transfers will be made in accordance with standard

securities industry practice. The Sponsor may cause the Trust to issue Shares in certificated form in limited circumstances in its sole discretion.

**Share Splits**

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

## DESCRIPTION OF CREATION AND REDEMPTION OF SHARES

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

### General

The Trust 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 Trust will not issue fractions of a Basket. The Sponsor 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 Trust. However, the Sponsor 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 Sponsor determines it to be necessary or advisable. The Sponsor 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 Trust, or the distribution or other disposition by the Trust, of the number of whole and fractional HYPE represented by each Basket being created or redeemed, which is determined by dividing (x) the amount of HYPE owned by the Trust at 4:00 p.m., New York time, on the trade date of a creation or redemption order, after deducting the amount of HYPE representing the U.S. dollar value of accrued but unpaid fees and expenses of the Trust (converted using the Index Price at such time, and carried to the eighth decimal place), by (y) the number of Shares outstanding at such time (with the quotient so obtained calculated to one one-hundred-millionth of one HYPE (i.e., carried to the eighth decimal place)), and multiplying such quotient by 10,000 (the "Basket Amount"). The U.S. dollar value of a Basket is calculated by multiplying the Basket Amount by the Index Price as of the trade date (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 Sponsor and will be final and binding on all persons interested in the Trust. One or more major market data vendors may provide an intra-day indicative value ("IIV") per Share updated every 15 seconds, as calculated by NASDAQ or a third-party financial data provider during NASDAQ'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 Trust, specifically by using the prior day's closing NAV per Share as a base and updating that value during the NASDAQ Core Trading Session to reflect changes in the value of the Trust'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. The amount of HYPE represented by a Share will gradually decrease over time as the Trust's HYPE are used to pay the Trust's expenses.

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, (ii) enter into a Participant Agreement with the Sponsor and the Transfer Agent, and (iii) in the case of any creation or redemption pursuant to In-Kind Orders, own a HYPE wallet address that is known to 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 HYPE, a designee of such Authorized Participant (each, an "AP Designee") must own a HYPE wallet address that is known to the Custodian as belonging to such AP Designee and maintain an account with the Custodian). The Sponsor currently expects that certain In-Kind Orders would be conducted through an AP Designee and, in such case, the Authorized Participant would not participate directly in the acquisition, transfer or receipt of HYPE.

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 Trust 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 Trust of the Total Basket Amount. Although the Trust creates Baskets only upon the receipt of HYPE, and redeems Baskets only by distributing HYPE or proceeds from the disposition of HYPE, an Authorized Participant may choose to 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 Trust 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 HYPE in exchange for cash in connection with such order, as described in more detail below. Transfers of HYPE between the Trust's Accounts and the Liquidity Provider in connection with Cash Orders are "on-chain" transactions represented on the Blockchain. The Liquidity Provider will pay any transfer fees associated with such on-chain transfers of HYPE into the Trust, while the Custodian will pay transfer fees for on-chain transfers of HYPE within the Trust or out of the Trust. Neither the Custodian nor the Liquidity Provider will pay such transfer fees with the Trust's assets. Each Liquidity Provider must enter into a Liquidity Provider Agreement with the Liquidity Engager and the Sponsor (on behalf of the Trust), which will obligate it to obtain or receive HYPE in connection with creations and redemptions pursuant to Cash Orders.

Unless the Sponsor 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 HYPE have been received or liquidated by the Trust. 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 HYPE. The amount may be changed by the Sponsor in its sole discretion at any time, and Liquidity Providers will communicate to the Sponsor 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 Sponsor 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 such Authorized Participant until such HYPE have been received or liquidated by the Trust. See "— Creation Procedures—Actual Execution Cash Orders" and "—Redemption Procedures—Actual Execution Cash Orders."

In the case of creations to transfer the Total Basket Amount to the Trust's Accounts, the Authorized Participant or AP Designee, in the case of In-Kind Orders, and the Liquidity Provider, in case of Cash Orders, will transfer HYPE to one of the public key addresses associated with the Accounts and as provided by the Sponsor. In the case of redemptions, the same procedure is conducted, but in reverse, using the public key addresses associated with the wallet of the Authorized Participant or AP Designee, in the case of In-Kind Orders, and the Liquidity Provider, in case of Cash Orders, and as provided by such party, as applicable. All such transactions will be conducted on the Blockchain and parties acknowledge and agree that such transfers may be irreversible if done incorrectly. See "Risk Factors—Risk Factors Related to the Trust and the Shares—HYPE transactions are irrevocable and stolen or incorrectly transferred HYPE may be irretrievable. As a result, any incorrectly executed HYPE transactions could adversely affect the value of the Shares."

Service providers may charge Authorized Participants or AP Designees administrative fees for order placement and other services related to the creation 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 Sponsor or the Trust and no such person has any obligation or responsibility to the Sponsor or the Trust to effect any sale or resale of Shares.

The Participant Agreements and the related procedures attached thereto may be amended by the Sponsor and the relevant Authorized Participant. Under the Participant Agreements, the Sponsor 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 Trust 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. Orders for creations may be either In-Kind Orders or Cash Orders. In-Kind Orders for creation must be placed with the Transfer Agent no later than 3:59:59 p.m., New York time, and 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 Sponsor 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 Sponsor expects to take into consideration a number of factors, including (i) the availability of Liquidity Providers to facilitate Cash Orders and (ii) the cost of processing Cash Orders relative to the cost of processing In-Kind Orders. If the Sponsor decides to limit Cash Orders and there are not otherwise a sufficient amount of In-Kind Orders to allow the arbitrage mechanism to function, or if the Trust is otherwise unable to satisfy creation orders made in cash, the Trust's ability to create new Shares could be negatively impacted, 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. See "Risk Factors—Risk Factors Related to the Trust and the Shares—The limited ability to facilitate in-kind creations and redemptions of Shares could have adverse consequences for the Trust."

***In-Kind Orders***

Creations pursuant to In-Kind Orders will take place as follows, where "T" is the trade date and each day in the sequence must be a business day.

| 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.<br>• The Marketing Agent accepts (or rejects) the creation order, which is communicated to the Authorized Participant by the Transfer Agent. | • The Authorized Participant or AP Designee transfers the Total Basket Amount to the Trust's Accounts.<br>• The Trust issues the aggregate number of Shares corresponding to the Baskets ordered by the Authorized Participant and the Transfer Agent delivers such Shares by crediting the number of Baskets created to the Authorized Participant's DTC account. |

***Cash Orders***

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 pursuant to a Cash Order is placed, the Sponsor determines if such creation order will be a Variable Fee Cash Order or an Actual Execution Cash Order, which determination is communicated to an 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.<br><br>• The Marketing Agent accepts (or rejects) the creation order, which is communicated to the Authorized Participant by the Transfer Agent.<br><br>• The Sponsor notifies the Liquidity Provider of the creation order.<br><br>• The Sponsor 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:<br><br>(x) in the case of a Variable Fee Cash Order, the Total Basket NAV, plus any Variable Fee; or<br><br>(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").<br><br>• The Liquidity Provider transfers the Total Basket Amount to the Trust's Accounts.<br><br>• Once the Trust is in simultaneous possession of (x) the Total Basket Amount and (y) the Required Creation Cash, the Trust 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.<br><br>• Cash equal to the Required Creation Cash is delivered to the Liquidity Provider from the Cash Account.<br><br>• 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 Sponsor 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 HYPE have been received by the Trust.

The Sponsor anticipates that the Trust'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 Trust. 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 Trust's Account has not been credited with HYPE in an amount equal to 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 Trust.

The Transfer Agent shall under no circumstances cause the Trust 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 Trust, and the Trust 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 Trust and an Authorized Participant, the Authorized Participant is responsible for the dollar cost of the difference between the HYPE price utilized in calculating Total Basket NAV on the trade date and the price at which the Trust acquires the HYPE 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 Trust 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 Trust's Account has not been credited with HYPE in an amount equal to 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 Trust.

The Transfer Agent shall under no circumstances cause the Trust 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 Trust, and the Trust 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. Redemption orders may be placed as either In-Kind Orders or Cash Orders, as described below. Orders for redemptions may be either In-Kind Orders or Cash Orders. In-Kind Orders for redemption must be placed with the Transfer Agent no later than 3:59:59 p.m., New York time, and Cash Orders for redemption must be placed with the Transfer Agent no later than 1:59:59 p.m., New York time.

The redemption of Shares pursuant to Cash Orders will only take place if approved by the Sponsor 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 Sponsor expects to take into consideration a number of factors, including (i) the availability of Liquidity Providers to facilitate Cash Orders and (ii) the cost of processing Cash Orders relative to the cost of processing In-Kind Orders. If the Sponsor decides to limit Cash Orders and there are not otherwise In-Kind Orders sufficient to allow the arbitrage mechanism to function, or if the Trust is unable to satisfy redemption orders made in cash, the Trust's ability to redeem new Shares could be negatively impacted, 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. See "Risk Factors—Risk Factors Related to the Trust and the Shares—The limited ability to facilitate in-kind creations and redemptions of Shares could have adverse consequences for the Trust."

The Authorized Participants may only redeem Baskets and cannot redeem any Shares in an amount less than a Basket.

***In-Kind Orders***

Redemptions pursuant to In-Kind Orders will take place as follows, where "T" is the trade date and each day in the sequence must be a business day.

| Trade Date (T) | Settlement Date (T+1, or T+2, as established at the time of order placement) |
|---|---|

| | |
|---|---|
| • The Authorized Participant places a redemption order with the Transfer Agent.<br><br>• The Marketing Agent accepts (or rejects) the redemption order, which is communicated to the Authorized Participant by the Transfer Agent. | • The Authorized Participant delivers Baskets to be redeemed from its DTC account to the Transfer Agent.<br><br>• The Custodian transfers the Total Basket Amount to the Authorized Participant or AP Designee, and the Transfer Agent cancels the Shares. |

***Cash Orders***

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 pursuant to a Cash Order is placed, the Sponsor 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, as established at the time of order placement)** |
|---|---|
| • The Authorized Participant places a redemption order with the Transfer Agent.<br><br>• The Marketing Agent accepts (or rejects) the redemption order, which is communicated to the Authorized Participant by the Transfer Agent.<br><br>• The Sponsor notifies the Liquidity Provider of the redemption order.<br><br>• The Sponsor 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.<br><br>• The Liquidity Provider delivers to the Cash Account:<br><br>(x) in the case of a Variable Fee Cash Order, the Total Basket NAV less any Variable Fee; or<br><br>(y) in the case of an Actual Execution Cash Order, the actual proceeds to the Trust from the liquidation of the Total Basket Amount (such amount, as applicable, the "Required Redemption Cash").<br><br>• Once the Trust 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.<br><br>• 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 Sponsor 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 Sponsor anticipates that the Trust'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 Trust. 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 Trust.

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 Trust 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 Trust and an Authorized Participant, the Authorized Participant is responsible for the dollar cost of the difference between the HYPE price utilized in calculating Total Basket NAV on the trade date and the price at which the Trust disposes of the HYPE 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 Trust 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 Trust.

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 Trust, and the Trust 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 Sponsor 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) in the case of In-Kind Orders, the transfer of the Total Basket Amount comes from an account other than a HYPE 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 Sponsor or its delegates will be liable for the suspension, rejection or acceptance of any creation order or redemption order.

The Sponsor 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 Participants, and agree to indemnify the Sponsor and the Trust if the Sponsor or the Trust is required by law to pay any such tax, together with any applicable penalties, additions to tax or interest thereon.

## MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES

The following discussion addresses the material U.S. federal income tax consequences of the ownership of Shares. 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" or a "non-U.S. Holder" (in each case, as defined below). This discussion does not describe all of the tax consequences that may be relevant to a beneficial owner of Shares in light of the beneficial owner's 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);
- U.S. Holders (as defined below) 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; and
- tax-exempt entities, including individual retirement accounts.

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 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.

### Tax Treatment of the Trust

The Sponsor intends to take the position that the Trust is properly treated as a grantor trust for U.S. federal income tax purposes. Assuming that the Trust is a grantor trust, the Trust will not be subject to U.S. federal income tax. Rather, if the Trust is a grantor trust, each beneficial owner of Shares will be treated as directly owning its pro rata share of the Trust's assets and a pro rata portion of the Trust's income, gains, losses and deductions will "flow through" to each beneficial owner of Shares.

Although not free from doubt due to the lack of authority directly addressing certain aspects of the Trust's affairs, and based on the assumption that the Staking Condition will be satisfied before the Trust engages in any

staking activity, in the opinion of Davis Polk the Trust should be classified as a "grantor trust" for U.S. federal income tax purposes. An opinion of counsel is not binding on the IRS or any court, and there are significant uncertainties regarding the application of existing authorities to certain aspects of HYPE and the Trust. Accordingly, there can be no complete assurance that the Trust will be treated as a grantor trust for those purposes.

In particular, at this time, none of the Trust, the Sponsor, the Custodian, nor any other person associated with the Trust may, directly or indirectly, engage in Staking of the Trust's HYPE on behalf of the Trust, and there can be no assurance that the Staking Condition will be met with respect to any form of Staking. If the Trust engages in Staking activity, the Sponsor intends to continue to take the position that the Trust is properly treated as a grantor trust for U.S. federal income tax purposes and that any Staking activity undertaken by the Trust in compliance with the opinion, ruling or other guidance relied upon to satisfy the Staking Condition will not prevent the Trust from continuing to qualify as a grantor trust for such purposes. The IRS recently issued a revenue procedure providing a staking safe harbor for certain grantor trust vehicles whose beneficial interests are listed and traded on a national securities exchange (the "2025 Revenue Procedure"). However, certain aspects of the 2025 Revenue Procedure are unclear, and therefore the Trust may not currently satisfy all conditions of the safe harbor. Accordingly, due to the uncertainty regarding the ability of a grantor trust to engage in Staking activities, there can be no assurance that the IRS or any court would agree with this position (or with any opinion of counsel delivered to the Sponsor in support thereof). Therefore, if the Trust satisfies the Staking Condition and the Trust engages in Staking activity, the Trust might cease to qualify as a grantor trust for U.S. federal income tax purposes.

Furthermore, the Sponsor has committed to cause the Trust to irrevocably abandon any Incidental Rights and IR Virtual Currency to which the Trust may become entitled in the future. In furtherance of that commitment, the Sponsor has, on behalf of the Trust, notified the Custodian via the Pre-Creation/Redemption Abandonment Notices (as defined herein) that the Trust is irrevocably abandoning, effective immediately prior to each Creation Time or Redemption Time, all Incidental Rights or IR Virtual Currency to which it would otherwise be entitled as of such time and with respect to which it has not taken any Affirmative Action at or prior to such time. There can be no complete assurance that these abandonments will be treated as effective for U.S. federal income tax purposes. If the Trust were treated as owning any asset other than HYPE as of any date on which it creates or redeems Shares, it might cease to qualify as a grantor trust for U.S. federal income tax purposes.

In addition, at this time the Trust is permitted to create or redeem Shares pursuant to In-Kind Orders and Cash Orders. In general, investment vehicles intended to be treated as grantor trusts for U.S. federal income tax purposes historically have created additional trust interests only in kind, and there is no authority directly addressing whether a grantor trust may create or redeem trust interests under procedures similar to those that govern Cash Orders. Accordingly, there can be no complete assurance that the creation or redemption of Shares under the procedures governing Cash Orders will not cause the Trust to fail to qualify as a grantor trust for U.S. federal income tax purposes.

Moreover, 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 other similar occurrences. Assuming that the Trust is currently a grantor trust for U.S. federal income tax purposes, certain future developments could render it impossible, or impracticable, for the Trust to continue to be treated as a grantor trust for such purposes.

If the Trust is not properly classified as a grantor trust, the Trust might be classified as a partnership for U.S. federal income tax purposes. However, due to the uncertain treatment of digital assets for U.S. federal income tax purposes, there can be no assurance in this regard. If the Trust were classified as a partnership for U.S. federal income tax purposes, the tax consequences of owning Shares generally would not be materially different from the tax consequences described herein, although there might be certain differences, including with respect to timing of the recognition of taxable income or loss. In addition, tax information reports provided to beneficial owners of Shares would be made in a different form. Moreover, it is possible, in that case, that a portion of the Trust's income would be considered to be "effectively connected" with the conduct of a trade or business in the United States and, accordingly, a non-U.S. person owning Shares could be subject to U.S. federal income tax on a net income basis with respect to that "effectively connected" income and be required to file a U.S. tax return. If the Staking Condition were satisfied and none of the Trust's Staking income were considered to be "effectively connected" income, a non-U.S. person owning Shares might be subject to withholding on its pro rata portion of any U.S.-source "fixed or determinable annual or periodical" ("FDAP") income as described below. Tax-exempt shareholders may also

recognize UBTI from the Trust's Staking activities if the Trust is not treated as a corporation for U.S. federal income tax purposes.

If the Trust were not classified as either a grantor trust or a partnership for U.S. federal income tax purposes, it would be classified as a corporation for such purposes. In that event, the Trust would be subject to entity-level U.S. federal income tax (currently at the rate of 21%) on its net taxable income and certain distributions made by the Trust to shareholders would be treated as taxable dividends to the extent of the Trust's current and accumulated earnings and profits. Any such dividend distributed to a beneficial owner of Shares that is a non-U.S. person for U.S. federal income tax purposes would be subject to U.S. federal withholding tax at a rate of 30% (or such lower rate as provided in an applicable tax treaty).

The remainder of this discussion is based on the assumption that the Trust will be treated as a grantor trust for U.S. federal income tax purposes.

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

Each beneficial owner of Shares will be treated for U.S. federal income tax purposes as the owner of an undivided interest in the HYPE (and any Incidental Rights and/or IR Virtual Currency) held in the Trust. 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 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 provisions of the Code relating to foreign currency gain or loss and (iii) may be held as a capital asset. In 2019, the IRS released a revenue ruling and a set of "Frequently Asked Questions" that has been updated from time to time since (the "Ruling & FAQs"). The Ruling & FAQs 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. Moreover, in 2023, the IRS released a revenue ruling that provided guidance on digital asset staking, including guidance to the effect that staking rewards will, under certain circumstances, be treated as giving rise to taxable income (the "2023 Staking Guidance"). Further, the IRS recently issued the 2025 Revenue Procedure, which provides a staking safe harbor for certain grantor trust vehicles. However, the Notice, the Ruling & FAQs, the 2023 Staking Guidance and the 2025 Revenue Procedure do not address other significant aspects of the U.S. federal income tax treatment of digital assets. For example, for a non-U.S. Holder, there currently is no guidance directly addressing whether or in what circumstances engaging in certain activities to generate yield on digital assets, including Staking, could give rise to income that is effectively connected with a trade or business in the United States. Similarly, for a U.S. tax-exempt shareholder, there currently is no guidance directly addressing whether or in what circumstances such activities could give rise to UBTI. Moreover, although the Ruling & FAQs address the treatment of hard forks, there continues to be uncertainty with respect to the timing and amount of the income inclusions. While the Ruling & FAQs do not address most situations in which airdrops occur, it is clear from the reasoning of the Ruling & FAQs that the IRS generally would treat an airdrop as a taxable event giving rise to ordinary income.

There can be no assurance that the IRS will not alter its position with respect to digital assets in the future or that a court would uphold the treatment set forth in the Notice, the Ruling & FAQs, the 2023 Staking Guidance and the 2025 Revenue Procedure. 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 prices of digital assets, including the price of HYPE in the Digital Asset Market, and therefore could have an adverse effect on the value of Shares. 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 Trust could hold certain types of digital assets that are not within the scope of the Notice, in the event the Sponsor seeks to change the Trust's policy with respect to Incidental Rights or IR Virtual Currency, subject to NASDAQ obtaining regulatory approval from the SEC.

The remainder of this discussion assumes that HYPE, and any Incidental Rights and/or IR Virtual Currency that the Trust may hold, is 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 provisions of the Code relating to foreign currency gain and loss.

Shareholders are urged to consult their tax advisers regarding the tax consequences of an investment in the Trust and in digital assets in general, including, in the case of shareholders that are generally exempt from U.S. federal income taxation, whether such shareholders may recognize UBTI as a consequence of a fork, airdrop or similar occurrence or, if the Staking Condition is satisfied, Staking.

**Tax Consequences to U.S. Holders**

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 each U.S. Holder will acquire all of its Shares on the same date for the same price per Share and solely for cash or solely for HYPE that were originally acquired by the U.S. Holder for cash on the same date.

As discussed in the section entitled "Description of Creation and Redemption of Shares," a U.S. Holder may be able to acquire Shares of the Trust by contributing HYPE in kind to the Trust (either directly or through an Authorized Participant acting as agent of the U.S. Holder). Assuming that the Trust is properly treated as a grantor trust for U.S. federal income tax purposes, such a contribution should not be a taxable event to the U.S. Holder.

For U.S. federal income tax purposes, each U.S. Holder will be treated as owning an undivided interest in the HYPE held in the Trust and will be treated as directly realizing its pro rata share of the Trust's income, gains, losses and deductions (including, if the Staking Condition is satisfied, any staking income). When a U.S. Holder purchases Shares solely for cash, (i) the U.S. Holder's initial tax basis in its pro rata share of the HYPE held in the Trust will be equal to the amount paid for the Shares and (ii) the U.S. Holder's holding period for its pro rata share of such HYPE will begin on the date of such purchase. When a U.S. Holder acquires Shares in exchange for HYPE, (i) the U.S. Holder's initial tax basis in its pro rata share of the HYPE held in the Trust will be equal to the U.S. Holder's tax basis in the HYPE that the U.S. Holder transferred to the Trust and (ii) the U.S. Holder's holding period for its pro rata share of such HYPE generally will include the period during which the U.S. Holder held the HYPE that the U.S. Holder transferred to the Trust. The Ruling & FAQs confirm that if a taxpayer acquires tokens of a digital asset at different times and for different prices, the taxpayer has a separate tax basis in each lot of such tokens. Under the Ruling & FAQs, if a U.S. Holder that owns more than one lot of HYPE contributes a portion of its HYPE to the Trust in exchange for Shares, the U.S. Holder could designate the lot(s) from which such contribution will be made, provided that the U.S. Holder is able to identify specifically which HYPE it is contributing and to substantiate its tax basis in that HYPE. In general, if a U.S. Holder acquires Shares (i) solely for cash at different prices, (ii) partly for cash and partly in exchange for a contribution of HYPE or (iii) in exchange for a contribution of HYPE with different tax bases, the U.S. Holder's share of the Trust's HYPE will consist of separate lots with separate tax bases. In addition, in this situation, the U.S. Holder's holding period for the separate lots may be different. In addition, if the Staking Condition is satisfied, any HYPE received as Staking Consideration that the Trust acquires will constitute a separate lot with a separate tax basis and holding period.

Gains or losses from the sale of HYPE to fund cash redemptions are expected to be treated as incurred only by the shareholder that is being redeemed. However, when the Trust transfers HYPE to the Sponsor as payment of the Sponsor's Fee (or, to the extent that the Staking Condition is satisfied, the Sponsor's Staking Fee), or sells HYPE to fund payment of any cash distributions or any Additional Trust Expenses, each U.S. Holder will be treated as having sold its pro rata share of that HYPE for their fair market value at that time (which, in the case of HYPE sold by the Trust, generally will be equal to the cash proceeds received by the Trust in respect thereof). As a result, each U.S. Holder will recognize gain or loss in an amount equal to the difference between (i) the fair market value of the U.S.

Holder's pro rata share of the HYPE transferred and (ii) the U.S. Holder's tax basis for its pro rata share of the HYPE transferred. Any such gain or loss will be short-term capital gain or loss if the U.S. Holder's holding period for its pro rata share of the HYPE is one year or less and long-term capital gain or loss if the U.S. Holder's holding period for its pro rata share of the HYPE is more than one year. A U.S. Holder's tax basis in its pro rata share of any HYPE transferred by the Trust generally will be determined by multiplying the tax basis of the U.S. Holder's pro rata share of all of the HYPE held in the Trust immediately prior to the transfer by a fraction the numerator of which is the amount of HYPE transferred and the denominator of which is the total amount of HYPE held in the Trust immediately prior to the transfer. Immediately after the transfer, the U.S. Holder's tax basis in its pro rata share of the HYPE remaining in the Trust will be equal to the tax basis of its pro rata share of the HYPE held in the Trust immediately prior to the transfer, less the portion of that tax basis allocable to its pro rata share of the HYPE transferred. A U.S. Holder's receipt of distributions of cash proceeds from the sale of HYPE (other than in connection with a redemption) should not, itself, be a taxable event to a U.S. Holder.

As noted above, the IRS has taken the position in the Ruling & FAQs that, under certain circumstances, a hard fork of a digital asset constitutes a taxable event giving rise to ordinary income, and it is clear from the reasoning of the Ruling & FAQs that the IRS generally would treat an airdrop as a taxable event giving rise to ordinary income. As described above, the Sponsor has committed to causing the Trust to abandon all Incidental Rights and IR Virtual Currency to which the Trust otherwise might become entitled. If, however, the Trust were to receive and retain IR Virtual Currency in the future, a U.S. Holder would have a basis in that IR Virtual Currency equal to the amount of income the U.S. Holder recognizes as a result of such fork or airdrop and the U.S. Holder's holding period for such IR Virtual Currency would begin as of the time it recognizes such income. Similarly, although the IRS has not issued similar guidance with respect to staking, if the Staking Condition is satisfied and the Trust were to receive any Staking Consideration in connection with Staking, it is likely that a U.S. Holder will have a basis in any HYPE received as part of such Staking Consideration equal to the amount of income that the U.S. Holder recognizes and the U.S. Holder's holding period for such Staking Consideration will begin as of the time it recognizes such income.

U.S. Holders' pro rata shares of the expenses incurred by the Trust will be treated as "miscellaneous itemized deductions" for U.S. federal income tax purposes. As a result, a non-corporate U.S. Holder's share of these expenses will not be deductible for U.S. federal income tax purposes.

On a sale or other disposition of Shares, a U.S. Holder will be treated as having sold the HYPE underlying such Shares. Accordingly, the U.S. Holder generally will recognize gain or loss in an amount equal to the difference between (i) the amount realized on the sale of the Shares and (ii) the portion of the U.S. Holder's tax basis in its pro rata share of the HYPE held in the Trust that is attributable to the Shares that were sold or otherwise subject to a disposition. Such tax basis generally will be determined by multiplying the tax basis of the U.S. Holder's pro rata share of all of the HYPE held in the Trust immediately prior to such sale or other disposition by a fraction the numerator of which is the number of Shares disposed of and the denominator of which is the total number of Shares held by such U.S. Holder immediately prior to such sale or other disposition (such fraction, expressed as a percentage, the "Share Percentage"). If the U.S. Holder's share of the Trust's HYPE consists of separate lots with separate tax bases and/or holding periods, the U.S. Holder will be treated as having sold the Share Percentage of each such lot. Gain or loss recognized by a U.S. Holder on a sale or other disposition of Shares will generally be short-term capital gain or loss if the U.S. Holder's holding period for the HYPE underlying such Shares is one year or less and long-term capital gain or loss if the U.S. Holder's holding period for the HYPE underlying such Shares is more than one year. The deductibility of capital losses is subject to significant limitations.

If the Trust redeems all or a portion of a U.S. Holder's Shares in exchange for the underlying HYPE represented by the redeemed Shares, such redemption generally would not be a taxable event to the U.S. Holder. The U.S. Holder's tax basis in the HYPE received in the redemption generally would be the same as the U.S. Holder's tax basis for the portion of its pro rata share of the HYPE held in the Trust immediately prior to the redemption that was attributable to the Shares redeemed, determined as described above, and the U.S. Holder's tax basis in its remaining pro rata portion, if any, of the HYPE held in the Trust after the redemption would be equal to the tax basis of its pro rata share of the total amount of the HYPE held in the Trust immediately prior to the redemption, less the U.S. Holder's tax basis in the HYPE received in the redemption. The U.S. Holder's holding period with respect to the HYPE received would generally include the period during which the U.S. Holder held the Shares so redeemed. A subsequent sale of the HYPE received in such redemption would generally be a taxable event.

After any sale or other disposition of fewer than all of a U.S. Holder's Shares, the U.S. Holder's tax basis in its pro rata share of the HYPE held in the Trust immediately after the disposition will equal the tax basis in its pro rata share of the total amount of the HYPE held in the Trust immediately prior to the disposition, less the portion of that tax basis that is taken into account in determining the amount of gain or loss recognized by the U.S. Holder on the disposition (or, in the case of a redemption pursuant to an In-Kind Order, the portion of tax basis that is treated as the basis of the HYPE received by the U.S. Holder in the redemption).

Any brokerage or other transaction fee incurred by a U.S. Holder in purchasing Shares generally will be added to the U.S. Holder's tax basis in the underlying assets of the Trust. Similarly, any brokerage fee or other transaction fee incurred by a U.S. Holder in selling Shares generally will reduce the amount realized by the U.S. Holder with respect to the sale.

If the Staking Condition is satisfied and the Trust receives Staking Consideration, that Staking Consideration would be reportable to shareholders as taxable income under current IRS guidance.

In the absence of guidance to the contrary, it is possible that any income recognized by a U.S. tax-exempt shareholder as a consequence of a hard fork, airdrop or similar occurrence or, if the Staking Condition is satisfied, Staking would constitute UBTI. A tax-exempt shareholder should consult its tax adviser regarding whether such shareholder may recognize some UBTI as a consequence of an investment in Shares.

**Tax Consequences to Non-U.S. Holders**

As used herein, the term "non-U.S. Holder" means a beneficial owner of a Share for U.S. federal income tax purposes that is not a U.S. Holder. The term "non-U.S. Holder" does not include (i) a nonresident alien individual who is present in the United States for 183 days or more in a taxable year, (ii) a former U.S. citizen or U.S. resident or an entity that has expatriated from the United States; (iii) a person whose income in respect of Shares is effectively connected with the conduct of a trade or business in the United States; or (iv) an entity that is treated as a partnership for U.S. federal income tax purposes. Shareholders described in the preceding sentence should consult their tax advisers regarding the U.S. federal income tax consequences of owning Shares.

A non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax with respect to its share of any gain recognized on the Trust's transfer of HYPE in payment of the Sponsor's Fee, the Sponsor's Staking Fee (to the extent that the Staking Condition is satisfied) or any Additional Trust Expense or on the Trust's sale or other disposition of HYPE. In addition, assuming that the Trust holds no asset other than HYPE, a non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax with respect to any gain it recognizes on a sale or other disposition of Shares. A non-U.S. Holder also will generally not be subject to U.S. federal income or withholding tax with respect to any distribution received from the Trust, whether in cash or in kind.

Provided that it does not constitute income that is treated as "effectively connected" with the conduct of a trade or business in the United States, U.S.-source FDAP income received, or treated as received, by a non-U.S. Holder will generally be subject to U.S. withholding tax at the rate of 30% (subject to possible reduction or elimination pursuant to an applicable tax treaty and to statutory exemptions such as the portfolio interest exemption). Although the Sponsor has committed to causing the Trust to abandon all Incidental Rights and IR Virtual Currency to which the Trust may become entitled in the future, and although there is no guidance on point, if the Trust were to receive and retain IR Virtual Currency arising from a future fork, airdrop or similar occurrence, it is likely that any ordinary income recognized by a non-U.S. Holder as a result would constitute FDAP income. It is also possible that, if the Staking Condition is satisfied, the receipt of any Staking Consideration by the Trust would constitute FDAP income. It is unclear, however, whether any such FDAP income would be properly treated as U.S.-source or foreign-source FDAP income. Non-U.S. Holders should be aware that, in the absence of guidance, a withholding agent (including a broker through which Shares are held) may withhold 30% from a non-U.S. Holder's pro rata share of any such income.

A non-U.S. Holder that is a resident of a country that maintains an income tax treaty with the United States may be eligible to claim the benefits of that treaty to reduce or eliminate, or to obtain a partial or full refund of, the

30% U.S. withholding tax on its share of any U.S.-source FDAP income, but only if the non-U.S. Holder's home country treats the Trust as "fiscally transparent," as defined in applicable Treasury regulations.

In order to prevent the possible imposition of U.S. "backup" withholding and (if applicable) to qualify for a reduced rate of withholding tax at source under a treaty, a non-U.S. Holder must comply with certain certification requirements (generally, by delivering a properly executed IRS Form W-8BEN or W-8BEN-E to the relevant withholding agent).

**U.S. Information Reporting and Backup Withholding**

The Trust or the appropriate broker will file certain information returns with the IRS and provide shareholders with information regarding their annual income (if any) and expenses with respect to the Trust in accordance with applicable Treasury regulations.

A U.S. Holder will generally be subject to information reporting requirements and backup withholding unless (i) the U.S. Holder is a corporation or other exempt recipient or (ii) in the case of backup withholding, the U.S. Holder provides a correct taxpayer identification number and certifies that it is not subject to backup withholding. In order to avoid the information reporting and backup withholding requirements, a non-U.S. Holder may have to comply with certification procedures to establish that it is not a U.S. person. The amount of any backup withholding will be allowed as a credit against the shareholder's U.S. federal income tax liability and may entitle the holder to a refund, provided that the required information is furnished to the IRS.

**FATCA**

As discussed above, it is unclear whether any ordinary income recognized by a non-U.S. Holder as a result of a fork, airdrop or similar occurrence or Staking would constitute U.S.-source FDAP income. Provisions of the Code commonly referred to as "FATCA" require withholding of 30% on payments of U.S.-source FDAP income and, subject to the discussion of proposed U.S. Treasury regulations below, of gross proceeds of dispositions of certain types of property that produce U.S.-source FDAP income to, "foreign financial institutions" (which is broadly defined for this purpose and in general includes investment vehicles) and certain other non-U.S. entities unless various U.S. information reporting and due diligence requirements (generally relating to ownership by U.S. persons of interests in or accounts with those entities) have been satisfied, or an exemption applies. An intergovernmental agreement between the United States and an applicable foreign country may modify these requirements. In addition, regulations proposed by the U.S. Department of the Treasury (the preamble to which indicates that taxpayers may rely on the regulations pending their finalization) would eliminate the requirement under FATCA of withholding on gross proceeds. If FATCA withholding is imposed, a beneficial owner that is not a foreign financial institution generally may obtain a refund of any amounts withheld by filing a U.S. federal income tax return (which may entail significant administrative burden). Shareholders should consult their tax advisers regarding the effects of FATCA on an investment in the Trust.

## 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 HYPE held in the Trust 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 Trustee, the Sponsor, 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 Trust 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 SPONSOR OR ANY OTHER PARTY RELATED TO THE TRUST 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 TRUST, 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.

## SEED CAPITAL INVESTOR

The Sponsor, is expected to act as the seed capital investor (in such capacity, the "Seed Capital Investor") and purchase [ ] Shares at a per-Share price of $25.00 (the "Seed Basket[s]"), for total proceeds to the Trust of $[ ]. The proceeds of the Seed Basket[s] are expected to be used by the Trust to purchase HYPE at or prior to the listing of the Shares on NASDAQ.

The Seed Capital Investor will not receive from the Trust, the Sponsor or any of their affiliates any fee or other compensation in connection with the sale of the Seed Baskets. The Seed Capital Investor will be acting as a statutory underwriter with respect to the Seed Baskets.

The Sponsor and the Trust have agreed to indemnify the Seed Capital Investor against certain liabilities, including liabilities under the Securities Act, and to contribute to payments that the Seed Capital Investor may be required to make in respect thereof.

## SEED SHARES

On April 22, 2026, the Sponsor purchased $100 in Shares (the "Seed Shares"), comprising 4 Shares at a per Share price of $25.00. The Seed Shares are currently anticipated to be redeemed for cash in connection with, and immediately prior to, listing of the Shares on NASDAQ. The $100 in proceeds the Trust received in consideration for the sale of the Seed Shares served as the basis for the audit described in the section entitled "Index to Financial Statements—Report of Independent Registered Public Accounting Firm."

## PLAN OF DISTRIBUTION

### Buying and Selling Shares

Most investors buy and sell Shares of the Trust in secondary market transactions through brokers. Shares trade on NASDAQ under the ticker symbol GHYP. Shares are bought and sold throughout the trading day like other publicly traded securities. When buying or selling Shares through a broker, most investors incur customary brokerage commissions and charges, as well as any bid-ask spread. Shareholders are encouraged to review the terms of their brokerage account for details on applicable charges.

### Authorized Participants

The offering of Shares is a best efforts offering. The Trust continuously offers Creation Baskets consisting of 10,000 Shares to Authorized Participants. Authorized Participants may pay a transaction fee for each order they place to create or redeem Creation Baskets.

The offering of Shares is being made in compliance with Rule 2310 of the FINRA Rules. Accordingly, Authorized Participants will not make any sales to any account over which they have discretionary authority without the prior written approval of a purchaser of Shares. An Authorized Participant is not required to sell any specific number or dollar amount of Shares.

By executing an Authorized Participant Agreement, an Authorized Participant becomes part of the group of parties eligible to purchase Creation Baskets from, and have Creation Baskets redeemed by, the Trust. An Authorized Participant is under no obligation to create or redeem Creation Baskets or to offer to the public any Shares it does create. A broker-dealer participating in the distribution of Shares may be deemed to be an "underwriter" within the meaning of Section 2(a)(11) of the 1933 Act, in connection with such sales.

Because new Shares can be created and issued on an ongoing basis, at any point during the life of the Trust, 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 may result in their being deemed participants in a distribution in a manner that would render them statutory underwriters and subject them to the prospectus delivery and liability provisions of the Securities Act. Any purchaser who purchases Shares with a view towards distribution of such Shares may be deemed to be a statutory underwriter. In addition, an Authorized Participant, other broker-dealer firm or its client will be deemed a statutory underwriter if it purchases a Creation Basket from the Trust, breaks the Creation Basket down into the constituent Shares and sells the Shares to its customers; or if it chooses to couple its purchases of Shares from the Trust with an active selling effort involving solicitation of secondary market demand for the Shares. In contrast, Authorized Participants may engage in secondary market or other transactions in Shares that would not be deemed "underwriting." For example, an Authorized Participant may act in the capacity of a broker or dealer with respect to Shares that were previously distributed by other Authorized Participants. 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 would lead to designation as an underwriter and subject them to the prospectus delivery and liability provisions of the Securities Act.

Dealers who are neither Authorized Participants nor "underwriters" but are nonetheless 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(a)(3)(C) of the Securities Act, would be unable to take advantage of the prospectus delivery exemption provided by Section 4(a)(3) of the Securities Act.

While the Authorized Participants may be indemnified by the Sponsor, they will not be entitled to receive a discount or commission from the Trust or the Sponsor for their purchases of Creation Baskets.

### Seed Capital Investor; Selling Shareholder

The Seed Capital Investor is expected to purchase initial seed baskets comprising [ ] Shares (the "Seed Baskets") at a per-Share price of $25.00. In this capacity, the Seed Capital Investor will act as a statutory

underwriter in connection with this purchase. The total proceeds to the Trust from the sale of the Seed Baskets are expected to be $[ ] and are expected to be used by the Trust to purchase HYPE at or prior to the listing of the Shares on NASDAQ. The Sponsor will acquire HYPE on behalf of the Trust in exchange for cash provided by the Seed Capital Investor. Any HYPE acquired in connection with the Seed Baskets will be held by the Custodian. The price of the Shares comprising the Seed Baskets will be determined as of the effective date of the registration statement of which this prospectus forms a part as described in this prospectus, and such Shares could be sold at different prices if sold by the Seed Capital Investor at different times.

The Seed Capital Investor may sell some or all of its Shares pursuant to the registration statement of which this prospectus forms a part (in such capacity, the "Selling Shareholder"), which Shares will have been registered to permit the resale from time to time after purchase. The Shares offered by the Selling Shareholder were acquired by the Selling Shareholder as described in the registration statement and could be sold at different times and at different offering prices. The Trust will not receive any of the proceeds from the resale or redemption by the Selling Shareholder of these Shares. The Sponsor will not receive from the Trust or any of its affiliates any fee or other compensation in connection with the resale of these Shares.

The Selling Shareholder may sell Shares owned by the Selling Shareholder directly or through broker-dealers, in accordance with applicable law, on any national securities exchange on which the Shares may be listed or quoted at the time of sale, through trading systems, in the OTC market or in transactions other than on these exchanges or systems at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale, or at negotiated prices. These sales may be effected through brokerage transactions, privately negotiated trades, block sales, entry into options or other derivatives transactions or through any other means authorized by applicable law.

**Potential Investor**

The Sponsor is in discussions with Hyper Holdings Global LP (the "Potential Investor"), for the Potential Investor to acquire a number of Shares (the "Contribution Shares") through an Authorized Participant, or its AP Designee, in exchange for approximately [ ] HYPE tokens (the "Contribution Tokens"), following the effectiveness of the registration statement of which this prospectus forms a part, and pursuant to such registration statement (collectively, the "Potential Contribution Arrangement"). However, because these discussions are not binding agreements or commitments to purchase, the Potential Investor could determine to purchase more, fewer or no Shares. If the Potential Investor purchases the Shares in accordance with these discussions, during the twelve month period following such purchase, the Potential Investor is expected to be prohibited from selling, transferring or otherwise disposing of any Contribution Shares without the consent of the Sponsor. See "Business—Overview of the Trust and the Shares—Potential Contribution Arrangement."

## LEGAL MATTERS

The validity of the Shares will be passed upon by Richards, Layton & Finger, P.A., as special Delaware counsel to the Trust. Davis Polk & Wardwell LLP, as special tax counsel to the Trust, will render an opinion regarding the material U.S. federal income tax consequences of the ownership of Shares.

## EXPERTS

The statement of assets and liabilities of the Trust as of April 22, 2026 has been included herein and in the registration statement in reliance upon the report of KPMG LLP, independent registered public accounting firm, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing.

## WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the Shares offered hereby. This prospectus does not contain all of the information set forth in the registration statement and the exhibits and schedules thereto. For further information with respect to the Trust and its Shares, reference is made to the registration statement and the exhibits and any schedules filed therewith. Statements contained in this prospectus as to the contents of any contract or other document referred to are not necessarily complete and, in each instance, if such contract or document is filed as an exhibit, reference is made to the copy of such contract or other document filed as an exhibit to the registration statement, each statement being qualified in all respects by such reference. The SEC maintains an internet site at www.sec.gov that contains reports, proxy and information statements we have filed electronically with the SEC.

As a result of the offering, we will be required to file periodic reports and other information with the SEC. We also maintain an internet site at etfs.grayscale.com/hypg. Our website and the information contained therein or connected thereto shall not be deemed to be incorporated into this prospectus or the registration statement of which it forms a part.

We intend to make available to holders of the Shares annual reports containing consolidated financial statements audited by an independent registered public accounting firm.

## GLOSSARY OF DEFINED TERMS

In this prospectus, each of the following terms has the meaning set forth below.

"**Account**"—The custodial accounts opened by the Custodian that hold the Trust's HYPE.

"**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 Trust is able to sell such asset for U.S. dollars (or other applicable fiat currency) at such time to enable the Trust to timely pay any Additional Trust Expenses, through use of the Sponsor'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 Trust Expenses**"—Together, any expenses incurred by the Trust in addition to the Sponsor's Fee that are not Sponsor-paid Expenses, including, but not limited to, (i) taxes and governmental charges, (ii) expenses and costs of any extraordinary services performed by the Sponsor (or any other service provider) on behalf of the Trust to protect the Trust or the interests of shareholders, (iii) any indemnification of the Custodian or other agents, service providers or counterparties of the Trust, (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 Trust for services it provides to the Trust, which the Sponsor will pay such administrator as a Sponsor-paid Expense.

"**Affirmative Action**"—A decision by the Trust to acquire or abandon specific Incidental Rights and IR Virtual Currency 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.

"**Authorized Participant**"—Certain eligible financial institutions that have entered into an agreement with the Trust and the Sponsor concerning the creation or redemption of Shares. Each Authorized Participant (i) is a registered broker-dealer, (ii) has entered into a Participant Agreement with the Sponsor and the Transfer Agent, and (iii) in the case of creations or redemptions through In-Kind Orders must also own, or their AP Designee (as defined above) must own, a digital wallet address that is known to the Custodian as belonging to the Authorized Participant or its AP Designee and maintain an account with the Custodian.

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

"**Basket Amount**"—On any trade date, the amount of HYPE required as of such trade date for the creation or redemption of a Basket, as determined by dividing (x) the amount of HYPE owned by the Trust at 4:00 p.m., New York time, on such trade date, after deducting the amount of HYPE representing the U.S. dollar value of accrued but unpaid fees and expenses of the Trust (converted using the Index Price at such time, and carried to the eighth decimal place), by (y) the number of Shares outstanding at such time (with the quotient so obtained calculated to one

one-hundred-millionth of one HYPE (i.e., carried to the eighth decimal place)), and multiplying such quotient by 10,000.

"**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.

"**Binance**"—Binance Holdings Ltd.

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

"**Bitcoin Network**"—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 Bitcoin Network.

"**Board**"—Board of Directors of Grayscale Investments, Inc., which as of October 22, 2025, and pursuant to the Management Reorganization, manages and directs the affairs of the Sponsor. Prior to January 1, 2025, any references to the "Board" refer to the board of directors of Grayscale Investments, LLC, the former Sponsor of the Trust. From January 1, 2025, to October 22, 2025, any references to the "Board" refer to the board of directors of GSOIH. From and after October 22, 2025, any references to the "Board" refer to the board of directors of Grayscale Investments. From and after May 4, 2026 any references to the "Board" refer to the board of managers of the Sponsor, unless the context otherwise requires.

"**Cash Account**"—The segregated account maintained by the Transfer Agent in the name of the Trust 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 HYPE. A Cash Order may be executed as either a Variable Fee Cash Order or an Actual Execution Cash Order. Unless the Sponsor 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.

"**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.

"**Covered Person**"—The Sponsor and its affiliates. See "Business—Description of the Trust Agreement— The Sponsor—Liability of the Sponsor and Indemnification."

"**Creation Basket**"—Basket of Shares issued by the Trust upon deposit of the Basket Amount required for each such Creation Basket.

"**Creation Time**"—With respect to the creation of any Shares by the Trust, the time at which the Trust creates such Shares.

"**Custodial Services**"—The services of the Custodian that provide for: (i) holding of the Trust's HYPE in the Accounts; (ii) transfer of the Trust's HYPE between the relevant Accounts; (iii) the deposit of HYPE from a public blockchain address into the respective account or accounts in which the Accounts are maintained; and (iv) the withdrawal of HYPE from the Accounts to a public blockchain address the Trust controls.

"**Custodian**"—Anchorage Digital Bank N.A., and/or other custodians, collectively or in their individual capacities, as the context may require.

"**Custodian Agreement**"—The Custodian Agreement, dated as of , by and among the Trust, the Sponsor and the Custodian, that governs the Trust's and the Sponsor's use of the Custodial Services provided by the Custodian.

"**Custodian Fee**"—Fee payable to the Custodian for services it provides to the Trust, which the Sponsor shall pay to the Custodian as a Sponsor-paid Expense.

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

"**DCG Holdco**"—DCG Grayscale Holdco, LLC.

"**Digital Asset Market**"—A "Brokered Market," "Dealer Market," "Principal-to-Principal Market" or "Exchange Market," as each such term is defined in the Financial Accounting Standards Board Accounting Standards Codification Master Glossary.

"**Digital Asset Trading Platform**"—An electronic marketplace where trading platform participants may trade, buy and sell HYPE 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 HYPE, which consists of transactions on electronic Digital Asset Trading Platforms.

"**DSTA**"—The Delaware Statutory Trust Act, as amended.

"**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.

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

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

"**Ether**"—Ethereum tokens, which are a type of digital asset based on an open source cryptographic protocol existing on the Ethereum Network, comprising units that constitute the assets underlying the Trust's Shares.

"**Ethereum Classic Network**"—The online, end-user-to-end-user network hosting a public transaction ledger, known as the Ethereum Classic blockchain, and the source code comprising the basis for the cryptographic and algorithmic protocols governing the Ethereum Classic network.

"**Ethereum Network**"—The online, end-user-to-end-user network hosting the public transaction ledger, known as the "Ethereum Blockchain," and the source code comprising the basis for the cryptographic and algorithmic protocols governing the Ethereum Network.

"**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. "**FCA**" — The Financial Conduct Authority.

"**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.

"**FTX**"—FTX Trading, Ltd.

"**Grayscale Investments**"—Grayscale Investments, Inc., a Delaware corporation and consolidated subsidiary of DCG.

"**Grayscale Securities**"—Grayscale Securities, LLC.

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

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

"**GSOIH**"—GSO Intermediate Holdings Corporation, a Delaware corporation and a consolidated subsidiary of DCG.

"**HYPE**"—HYPE tokens, which are a type of digital asset based on an open source cryptographic protocol existing on the Hyperliquid Network, comprising units that constitute the assets underlying the Trust's Shares. See "Overview of the Hyperliquid Industry and Market."

"**Hyperliquid DEX**"—The Hyperliquid decentralized exchange which is the principal application operating on the Hyperliquid Network.

"**Hyperliquid Network**"—A layer 1 blockchain optimized for trading that has a fully on-chain central limit order book and uses a proof-of-stake consensus mechanism to validate transactions. See "Overview of the Hyperliquid Industry and Market."

"**Incidental Rights**"—Rights to acquire, or otherwise establish dominion and control over, any virtual currency or other asset or right, which rights are incident to the Trust's ownership of HYPE and arise without any action of the Trust, or of the Sponsor or Trustee on behalf of the Trust.

"**Index**"—The CoinDesk Hyperliquid Benchmark Extended Rate.

"**Index License Agreement**"—The license agreement, dated as of February 1, 2022, between the Index Provider and the Sponsor, governing the Sponsor'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 HYPE derived from the Digital Asset Trading Platforms that are reflected in the Index, calculated at 4:00 p.m., New York time, on each business day. See "Business—Overview of the Hyperliquid Industry and Market—The Index and the Index Price" for a description of how the Index Price is calculated. For purposes of the Trust Agreement, the term Index Price shall mean the Index Price as defined herein.

"**Index Provider**"—CoinDesk Indices, Inc., a Delaware corporation that publishes the Index. 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 Sponsor and the Trust and was considered a related party of the Trust.

"**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 HYPE directly from the Trust's Accounts.

"**Investment Advisers Act**"—Investment Advisers Act of 1940, as amended.

"**Investment Company Act**"—Investment Company Act of 1940, as amended.

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

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

"**IR Virtual Currency**"—Any virtual currency tokens, or other asset or right, acquired by the Trust through the exercise (subject to the applicable provisions of the Trust Agreement) of any Incidental Right.

"**Liquidity Engager**"—Grayscale Investments Sponsors, LLC, acting other than in its capacity as Sponsor, 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 HYPE 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 HYPE transactions are third parties that are not affiliated with the Sponsor or the Trust and are not acting as agents of the Trust, the Sponsor, or any Authorized Participant, but may be affiliated with the 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 Trust or the Sponsor.

"**Management Reorganization**"—An internal corporate reorganization consummated on October 22, 2025. As a result of the Management Reorganization, Grayscale Investments is now the sole managing member of GSO, the sole member of the Sponsor, and the Board of Grayscale Investments is responsible for managing and directing the affairs of the Sponsor.

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

"**Marketing Agent Agreement**"—An agreement entered into by the Sponsor, on behalf of the Trust, dated October 22, 2025 with Foreside Fund Services, LLC.

"**Marketing Fee**"—Fee payable to the marketer for services it provides to the Trust, which the Sponsor will pay to the marketer as a Sponsor-paid Expense.

"**Native Staking Consideration**"—Any Staking Consideration in the form of HYPE.

"**NASDAQ**"—Nasdaq Stock Market, LLC.

"**NAV**"—The aggregate value, expressed in U.S. dollars, of the Trust's assets (other than U.S. dollars or other fiat currency), less its liabilities (which include estimated accrued but unpaid fees and expenses) calculated in the manner set forth under "Business—Valuation of HYPE and Determination of NAV." See also "Business— Trust Objective and Determination of Principal Market NAV and NAV" for a description of the Trust's Principal Market NAV, as calculated in accordance with U.S. GAAP.

"**NAV Fee Basis Amount**"—The amount on which the Sponsor's Fee for the Trust is based, as calculated in the manner set forth under "Valuation of HYPE and Determination of NAV".

**"NFA"—**The National Futures Association which is the self-regulatory agency for the U.S. futures industry, and as such has jurisdiction over future contracts on HYPE.

"**Other Staking Consideration**"—Any Staking Consideration other than HYPE.

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

"**Pre-Creation/Redemption Abandonment**"—The abandonment by the Trust, irrevocably for no direct or indirect consideration, all Incidental Rights and IR Virtual Currency to which the Trust would otherwise be entitled, effective immediately prior to a Creation Time or a Redemption Time (as the case may be) for the Trust.

"**Pre-Creation/Redemption Abandonment Notices**"—The notices, collectively, as amended or supplemented from time to time, delivered by the Sponsor to the Custodian, on behalf of the Trust, stating that the Trust will abandon, irrevocably and for no direct or indirect consideration, effective immediately prior to each Creation Time

and each Redemption Time for the Trust, all Incidental Rights and IR Virtual Currency to which it would otherwise be entitled as of such time and with respect to which the Trust has not taken any Affirmative Action at or prior to such time.

"**Principal Market NAV**"—The net asset value of the Trust determined on a U.S. GAAP basis.

**"Provider-Facilitated Staking"**—Staking of the Trust's HYPE pursuant to the Staking Arrangements to a third-party staking provider operating validator software and associated hardware.

"**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 Trust, the time at which the Trust redeems such Shares.

"**Required Redemption Cash**"—The actual proceeds to the Trust from the liquidation of the Total Basket Amount.

"**SEC**"—The U.S. Securities and Exchange Commission.

"**Secondary Index**"—The Coin Metrics Real-Time Rate.

"**Secondary Index Price**"—The price set by Coin Metrics Real-Time Rate as of 4:00 p.m., New York time, on the valuation date. See "Business—Overview of the Hyperliquid Industry and Market—The Index and the Index Price—Determination of the Index Price When Index Price is Unavailable" for a description of how the Secondary Index Price is utilized when the Index Price is unavailable.

"**Secondary Index Provider**"—Coin Metrics Inc., a Delaware corporation that publishes the Secondary Index.

"**Secondary Market**"—Any marketplace or other alternative trading system, as determined by the Sponsor, on which the Shares may then be listed, quoted or traded, including but not limited to, NASDAQ.

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

"**Seed Shares**"—4 Shares purchased by the Seed Capital Investor at a per-Share price equal to $25.00, delivered on April 22, 2026, to the Seed Capital Investor in exchange for $100.

"**Seed Capital Investor**"—Grayscale Investments Sponsors, LLC, in its capacity as the seed capital investor.

"**Seed Baskets**"—[ ] Shares purchased by the Seed Capital Investor at a per-Share price of $25.00, for total proceeds to the Trust of $[ ], which are expected to be used by the Trust to purchase HYPE at or prior to the listing of the Shares on the Exchange.

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

**"Similar Laws"**—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.

"**SIPC**"—The Securities Investor Protection Corporation.

"**Sponsor**"—Grayscale Investments Sponsors, LLC, in its capacity as the sponsor of the Trust.

"**Sponsor-paid Expenses**"—The fees and expenses incurred by the Trust in the ordinary course of its affairs that the Sponsor 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 Trust, (iv) the

Transfer Agent fee, (v) the Trustee 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 Trust's website and (xii) applicable license fees, provided that any expense that qualifies as an Additional Trust Expense will be deemed to be an Additional Trust Expense and not a Sponsor-paid Expense.

"**Sponsor's Fee**"—A fee, payable in HYPE, which accrues daily in U.S. dollars at an annual rate of % of the NAV Fee Basis Amount of the Trust 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 of the Sponsor's Fee will be based on the NAV Fee Basis Amount from the most recent business day, reduced by the accrued and unpaid Sponsor'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.

"**Sponsor's Staking Fee**"—In addition to the Sponsor's Fee, as partial consideration for the Sponsor's facilitation of Staking, but only if (and, then, only to the extent that) the Staking Condition has been satisfied with respect thereto, a portion of the staking rewards payable to the Sponsor in HYPE (or, if applicable, in the form of any Other Staking Consideration), which accrues daily in U.S. dollars in an amount calculated as a per annum percentage of any Staking Consideration received by the Trust, as may be directed by the Sponsor in its sole discretion. The Sponsor's Staking Fee is payable to the Sponsor daily in arrears. As of the date hereof, the Sponsor's Staking Fee, the Custodian's fee and the Staking Provider's share of such Staking Consideration comprises an aggregate of % of the gross Staking Consideration generated under the Staking Arrangements. The Trust will receive and retain the remainder of such gross Staking Consideration.

"**Staking**"—(i) Using, or permitting to be used, through the Custodian (including, for the avoidance of doubt, through the Custodian's delegation of rights, on the Trust's behalf, to a vetted third party unrelated to the Trust or the Sponsor with respect to any portion of the Trust's HYPE, by making any portion of the Trust's HYPE available to such third party or by entering into any similar arrangement with such third party), any portion of the Trust's HYPE in a permissionless proof-of-stake protocol, (ii) accepting only Native Staking Consideration and treating all such Native Staking Consideration consistently, and (iii) any financing arrangement or other mechanism utilized by the Sponsor, on behalf of the Trust, in connection with Redemption Orders to manage HYPE liquidity constraints arising from activities described in the preceding clauses. For the avoidance of doubt, (i) the mere act of transferring units of virtual currency on a peer-to-peer virtual currency network that utilizes a proof-of-stake protocol shall not be considered to be "Staking" and (ii) "Staking" shall include any related activity contemplated by a Tax Ruling, an opinion or Tax Guidance, in each case, described in the definition of Staking Condition (and, in the case of a Tax Ruling, that is described in the private letter ruling request (as supplemented from time to time) submitted to the U.S. Internal Revenue Service in connection therewith).

**"Staking Arrangements"—**Written arrangements with the Custodian to stake the Trust's HYPE to one or more Staking Provider operating validator software and associated hardware.

"**Staking Condition**"—With respect to a particular form of Staking, the condition that (i) (x) engaging in such form of Staking should not cause the Trust to be treated as other than a grantor trust for U.S. federal income tax purposes and (y) the Trust shall have received (1) a written opinion from a Tax Advisor or (2) a Tax Ruling, in each case, to that effect or (ii) such form of Staking is confirmed in Tax Guidance to be a permissible undertaking by a grantor trust.

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

"**Staking Provider**"—A third-party staking provider engaging in Staking of the Trust's HYPE pursuant to the Staking Arrangements.

"**Tax Advisor**"—An independent law firm that is recognized as being expert in tax matters.

"**Tax Guidance"—**Any tax guidance that is issued by the U.S. Internal Revenue Service or the U.S.

Department of the Treasury and on which taxpayers may rely.

"**Tax Ruling**"—A binding ruling issued by the U.S. Internal Revenue Service.

"**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 Sponsor 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 Trust, which the Sponsor will pay to the Transfer Agent as a Sponsor-paid Expense.

"**Trust**"—Grayscale HYPE ETF, a Delaware statutory trust, formed on January 8, 2026 under the DSTA and pursuant to the Trust Agreement. In connection with the effectiveness of this registration statement and the listing of the Shares on NASDAQ, the Sponsor intends to rename the Trust as Grayscale Hyperliquid Staking ETF by filing a Certificate of Amendment to the Certificate of Trust with the Delaware Secretary of State in accordance with the provisions of the DSTA.

"**Trust Agreement**"—The Amended and Restated Declaration of Trust and Trust Agreement, dated as of May 22, 2026 between the Trustee and the Sponsor establishing and governing the operations of the Trust, as may be further amended from time to time.

"**Trustee**"—CSC Delaware Trust Company (formerly known as Delaware Trust Company), a Delaware trust company, is the Delaware trustee of the Trust.

"**Trust Estate**"—Without duplication, (i) all the HYPE in the Trust's accounts, including the HYPE Account, (ii) all Incidental Rights held by the Trust, (iii) all IR Virtual Currency in the Trust's accounts, (iv) all proceeds from the sale of HYPE, Incidental Rights and IR Virtual Currency pending use of such cash for payment of Additional Trust Expenses or distribution to the Shareholders and (v) any rights of the Trust pursuant to any agreements, other than this Trust Agreement, to which the Trust is a party.

"**Uplisted Period**"—Any period during which the Shares of the Trust are listed and traded on NASDAQ or any other national securities exchange.

"**U.S.**"—United States.

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

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

"**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 Sponsor 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.

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

## INDEX TO FINANCIAL STATEMENT

**Grayscale HYPE ETF Financial Statement** **Page**

Report of Independent Registered Public Accounting Firm ..... F-2
Statement of Assets and Liabilities at April 22, 2026 ..... F-3
Notes to Financial Statement ..... F-4

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholder and the Sponsor of
Grayscale HYPE ETF:

*Opinion on the Financial Statement*

We have audited the accompanying statement of assets and liabilities of Grayscale HYPE ETF (the Trust) as of April 22, 2026, and the related notes (collectively, the financial statement). In our opinion, the financial statement presents fairly, in all material respects, the financial position of the Trust as of April 22, 2026, in conformity with U.S. generally accepted accounting principles.

*Basis for Opinion*

This financial statement is the responsibility of the Trust's management. Our responsibility is to express an opinion on this financial statement based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Trust in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether due to error or fraud. Our audit included performing procedures to assess the risks of material misstatement of the financial statement, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statement. We believe that our audit provides a reasonable basis for our opinion.

/s/ KPMG LLP

We have served as the Trust's auditor since 2026.

New York, New York
April 29, 2026

**GRAYSCALE HYPE ETF**
**STATEMENT OF ASSETS AND LIABILITIES**

| | April 22, 2026 |
|---|---|
| **Assets:** | |
| Cash | $ 100 |
| **Total assets** | $ 100 |
| | |
| **Liabilities:** | |
| **Total liabilities** | - |
| **Net assets** | $ 100 |
| | |
| **Net Assets consists of:** | |
| Paid-in-capital | $ 100 |
| **Net assets** | $ 100 |
| Shares issued and outstanding, no par value (unlimited Shares authorized) | 4 |
| | |
| Principal market NAV per Share | $ 25.00 |

*See accompanying notes to the financial statement.*

**GRAYSCALE HYPE ETF**
**NOTES TO THE FINANCIAL STATEMENT**

## 1. Organization

Grayscale HYPE ETF (the "Trust") is a Delaware Statutory Trust that was formed on January 8, 2026. Grayscale Investments Sponsors, LLC ("GSIS" or the "Sponsor") acts as the Sponsor of the Trust and is an indirect wholly owned subsidiary of Digital Currency Group, Inc. ("DCG"). The Sponsor is responsible for the day-to-day administration of the Trust pursuant to the provisions of the Trust Agreement. The administrator for the Trust (the "Administrator") is BNY Mellon Asset Servicing, a division of The Bank of New York Mellon. BNY Mellon Asset Servicing provides administration and accounting services to the Trust. The Administrator's fees are paid on behalf of the Trust by the Sponsor.

In general, the Trust intends to hold Hyperliquid tokens ("HYPE") and, from time to time, issues common units of fractional undivided beneficial interest ("Shares") in exchange for HYPE. The Trust will seek to create and redeem Shares at such times and for such periods as determined by the Sponsor, but only in one or more whole Baskets. A Basket shall equal 10,000 Shares. The creation of a Basket will require the delivery to the Trust the number of HYPE represented by one Share immediately prior to such creation multiplied by 10,000. The redemption of a Basket will require distribution by the Trust the number of HYPE represented by one Share immediately prior to such redemption multiplied by 10,000. The Trust may from time to time halt creations and redemptions for a variety of reasons, including in connection with forks, airdrops and other similar occurrences.

The Trust has had no operations other than a sale to the Sponsor, the Seed Capital Investor, of 4 shares of common stock for $100 ($25.00 per share). The Seed Capital Investor will not receive from the Trust or any of their affiliates any fee or other compensation in connection with the initial seed sale.

The Trust's investment objective is for the value of the Shares (based on HYPE per Share) to reflect the value of HYPE held by the Trust, including HYPE earned as Staking Consideration (to the extent that the Staking Condition is satisfied and Staking is implemented), less the Trust's expenses and other liabilities.

## 2. Summary of Significant Accounting Policies

The following is a summary of significant accounting policies followed by the Trust:

The financial statement has been prepared in accordance with generally accepted accounting principles in the United States ("U.S. GAAP"). The Trust intends to qualify as an investment company for accounting purposes pursuant to the accounting and reporting guidance under Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 946, Financial Services—Investment Companies. The Trust will use fair value as its method of accounting for HYPE in accordance with its classification as an investment company for accounting purposes. The Trust is not a registered investment company under the Investment Company Act of 1940. GAAP requires management to make estimates and assumptions that affect the reported amounts in the financial statement and accompanying notes. Actual results could differ from those estimates and these differences could be material.

### Indemnifications

In the normal course of business, the Trust enters into certain contracts that provide a variety of indemnities, including contracts with the Sponsor and affiliates of the Sponsor, DCG and its officers, directors, employees, subsidiaries and affiliates, and the Custodian as well as others relating to services provided to the Trust. The Trust's maximum exposure under these and its other indemnities is unknown. However, although the Sponsor has determined that there are no liabilities that currently exist under these indemnities, there can be no assurances in this regard, there is no expectation that any will occur in the future.

### Cash and Cash Equivalents

Cash includes non-interest bearing, non-restricted cash maintained with one banking institution that does not exceed U.S. federally insured limits.

### Fair Value Measurement

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e., the 'exit price') in an orderly transaction between market participants at the measurement date.

U.S. GAAP utilizes a fair value hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are those that market participants would use in pricing the asset or liability based on market data obtained from sources independent of the Trust. Unobservable inputs reflect the Trust's assumptions about the inputs market participants would use in pricing the asset or

liability developed based on the best information available in the circumstances.

The fair value hierarchy is categorized into three levels based on the inputs as follows:

- Level 1 – Valuations based on unadjusted quoted prices in active markets for identical assets or liabilities that the Trust has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, these valuations do not entail a significant degree of judgment.
- Level 2 – Valuations based on quoted prices in markets that are not active or for which significant inputs are observable, either directly or indirectly.
- Level 3 – Valuations based on inputs that are unobservable and significant to the overall fair value measurement.

The availability of valuation techniques and observable inputs can vary by investment. To the extent that valuations are based on sources that are less observable or unobservable in the market, the determination of fair value requires more judgment. Fair value estimates do not necessarily represent the amounts that may be ultimately realized by the Trust.

The Trust did not hold assets subject to fair value measurement as of April 22, 2026.

**Calculation of Net Asset Value**

The Trust's HYPE will be carried, for financial statement purposes, at fair value, as required by U.S. GAAP. The Trust's policy will be to determine the fair value of HYPE based on the price provided by the "Brokered Market," "Dealer Market," "Principal-to-Principal Market" or "Exchange Market," as each such term is defined in the Financial Accounting Standards Board Accounting Standards Codification Master Glossary, (the "Digital Asset Market") that the Trust considers its principal market as of 4:00 p.m., New York time, on the valuation date. The net asset value of the Trust determined on a U.S. GAAP basis is referred to as Principal Market NAV.

The Trust will use the U.S. dollar value of a HYPE derived from the Digital Asset Trading Platforms that are reflected in the CoinDesk Hyperliquid Benchmark Extended Rate (the "Index"), calculated at 4:00 p.m., New York time, on each business day (the "Index Price") to calculate its net asset value ("NAV") which is the aggregate value, expressed in U.S. dollars, of the Trust's assets (other than U.S. dollars or other fiat currency), less the U.S. dollar value of the Trust's expenses and other liabilities. NAV per Share is calculated by dividing NAV by the number of Shares currently outstanding. NAV and NAV per Share are not measures calculated in accordance with U.S. GAAP. NAV is not intended to be a substitute for the Trust's Principal Market NAV calculated in accordance with U.S. GAAP, and NAV per Share is not intended to be a substitute for the Trust's Principal Market NAV per Share calculated in accordance with U.S. GAAP.

**Federal Income Taxes**

The Trust is treated as a grantor trust for federal income tax purposes, and, therefore, no provision for federal income taxes in required. Any interest, expenses, gains and losses are passed through to the holders of Shares of the Trust. The Sponsor has reviewed the tax positions as of April 22, 2026, and has determined that there are no uncertain tax positions taken by the Trust, and that no provision for income tax is required in the Trust's financial statement.

**3. Trust Expenses**

The Trust will pay to the Sponsor a Sponsor's fee in accordance with the Trust agreement. The Sponsor's fee shall be included in the Trust agreement prior to the commencement of trading of Shares on NASDAQ. In exchange for the Sponsor's Fee, the Sponsor shall assume and pay all fees and other expenses incurred by the Trust in the ordinary course of its affairs, excluding taxes, but including: (i) the Marketing Fee, (ii) the Administrator Fee, (iii) the Custodian Fee, (iv) the Transfer Agent fee, (v) the Trustee 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 Trust's website and (xii) applicable license fees.

There have been no Sponsor's fees incurred to date.

**4. Related Parties**

The Trust considered the following entities, their directors, and certain employees to be related parties of the Trust: DCG, Grayscale

Operating, LLC, a Delaware limited liability company and the sole member of the Sponsor ("GSO"), Grayscale Investments, Inc., a Delaware corporation and the sole managing member of GSO ("Grayscale Investments"), GSIS and Grayscale Securities, LLC, a registered broker-dealer and affiliate of the Sponsor.

As of April 22, 2026, the Sponsor owned 4 Shares of the Trust.

As of April 22, 2026, there are no amounts due to or from the related parties of the Trust.

**5. Commitments and Contingent Liabilities**

In the normal course of business, the Trust may enter into contracts with service providers that contain general indemnification clauses, as disclosed in Note 2, Indemnifications. The Trust's maximum exposure under these arrangements is unknown as this would involve future claims that may be against the Trust which cannot be predicted with any certainty.

**6. Subsequent Events**

There are no known events that have occurred that require adjustment or additional disclosure other than that which has already been disclosed in these notes to the financial statement.

# Grayscale HYPE ETF




**PRELIMINARY PROSPECTUS**

, 2026

## PART II
## INFORMATION NOT REQUIRED IN PROSPECTUS

### Item 13. Other Expenses of Issuance and Distribution

The Registrant ("Registrant" or "Trust") 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 sponsor of the Registrant ("Sponsor").

### Item 14. Indemnification of Directors and Officers

Section 2.4(a) of the Trust Agreement ("Trust Agreement") between CSC Delaware Trust Company, the Registrant's Trustee ("Trustee"), and the Sponsor provides that the Trustee and any of the officers, directors, employees and agents of the Trustee (the "Indemnified Persons") shall be indemnified by the Trust as primary obligor and held harmless against any loss, damage, liability, claim, action, suit, cost, expense, disbursement (including the reasonable fees and expenses of counsel), tax or penalty of any kind and nature whatsoever (collectively, "Expenses"), arising out of, imposed upon or asserted at any time against such Indemnified Person in connection with the performance of its obligations under the Trust Agreement, the creation, operation or termination of the Trust or the transactions contemplated therein; provided, however, that neither the Trust nor the Sponsor shall be required to indemnify any Indemnified Person for any Expenses which are a result of the willful misconduct, bad faith or gross negligence of the Indemnified Person. If the Trust shall have insufficient assets or improperly refuses to pay an Indemnified Person within 60 days of a request for payment owed under Section 2.4 of the Trust Agreement, the Sponsor shall, as secondary obligor, compensate or reimburse the Trustee or indemnify, defend and hold harmless an Indemnified Person as if it were the primary obligor under Section 2.4 of the Trust Agreement. Any amount payable to an Indemnified Person under Section 2.4 of the Trust Agreement may be payable in advance and shall be secured by a lien on the Trust property. The obligations of the Sponsor and the Trust to indemnify the Indemnified Persons under this Section 2.4 shall survive the termination of the Trust Agreement.

Section 6.7 of the Trust Agreement provides that the Sponsor, its affiliates and their respective members, managers, directors, officers, employees, agents and controlling persons (each a "Sponsor Indemnified Party") shall be indemnified by the Trust against any loss, judgment, liability, expense and amount paid in settlement of any claims sustained by it in connection with its activities for the Trust, provided that (i) the Sponsor Indemnified Party was acting on behalf of or performing services for the Trust and has determined, in good faith, that such course of conduct was in the best interests of the Trust and such liability or loss was not the result of fraud, gross negligence, bad faith, willful misconduct, or a material breach of the Trust Agreement on the part of the Sponsor Indemnified Party and (ii) any such indemnification will only be recoverable from the HYPE and proceeds from the disposition of HYPE on deposit in the Trust's accounts as well as any rights of the Trust pursuant to any other agreements to which the Trust is a party.

All rights to indemnification permitted in Section 6.7 of the Trust Agreement and payment of associated expenses shall not be affected by the dissolution or other cessation to exist of the Sponsor Indemnified Party, or the withdrawal, adjudication of bankruptcy or insolvency of the Sponsor 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 Sponsor Indemnified Party.

Notwithstanding the other provisions of Section 6.7 of the Trust Agreement, the Sponsor Indemnified Party and any person acting as broker-dealer for the Trust 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 Trust 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 Trust Agreement. Expenses incurred in defending a threatened or pending civil, administrative or criminal action suit or proceeding against the Sponsor Indemnified Party shall be paid by the Trust 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 Sponsor Indemnified Party on behalf of the Trust; (ii) the legal action is initiated by a third party who is not a shareholder of the Trust or the legal action is initiated by a shareholder of the Trust and a court of competent jurisdiction specifically approves such advance; and (iii) the Sponsor Indemnified Party undertakes to repay the advanced funds with interest to the Trust in cases in which it is not entitled to indemnification under Section 6.7 of the Trust Agreement. In the event the Trust 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 Trust's (or assignee's) obligations or liabilities unrelated to Trust business, such shareholder of the Trust (or assignees cumulatively) shall indemnify, defend, hold harmless, and reimburse the Trust for all such loss, liability, damage, cost and expense incurred, including attorneys' and accountants' fees.

**Item 15. Recent Sales of Unregistered Securities**

None.

**Item 16. Exhibits and Financial Statement Schedules**

(a) The following exhibits are filed as part of this registration statement:

| Exhibit Number | Description |
|---|---|
| 3.1# | Certificate of Trust. |
| 4.1 | Amended and Restated Declaration of Trust and Trust Agreement, by and among CSC Delaware Trust Company, as trustee, and Grayscale Investments Sponsors, LLC, as sponsor. |
| 4.2 | Form of Participant Agreement. |
| 5.1* | Opinion of Richards, Layton & Finger, P.A., as special Delaware counsel to the Trust. |
| 8.1* | Opinion of Davis Polk & Wardwell LLP, as special tax counsel to the Trust. |
| 10.1† | Custodian Agreement. |
| 10.2† | Staking Addendum to the Custodian Agreement. |
| 10.3† | Fund Administration and Accounting Agreement. |
| 10.4†# | Index License Agreement, dated February 1, 2022, between the Sponsor, and the Index Provider. |
| 10.5†# | Amendment No. 1 to the Index License Agreement, dated June 20, 2023, between the Sponsor and Index Provider. |
| 10.6†# | Amendment No. 6 to the Index License Agreement, dated March 1, 2025, between the Sponsor and Index Provider. |
| 10.7† | Marketing Agent Agreement. |
| 10.8† | Transfer Agency and Service Agreement. |
| 10.9†# | Assignment and Assumption Agreement. |
| 10.10†# | Master Services Agreement, dated August 6, 2020, between the Sponsor and the Secondary Index Provider. |
| 10.11 | Form of Liquidity Provider Agreement. |
| 10.12† | Amendment No. 2 to the Marketing Agent Agreement |
| 10.13† | Amendment No. 5 to the Transfer Agency and Service Agreement |
| 10.14† | Amendment No. 5 to the Fund Administration and Accounting Agreement |
| 23.1 | Consent of KPMG LLP, Independent Registered Public Accounting Firm. |
| 23.2* | Consent of Richards, Layton & Finger, P.A., as special Delaware counsel to the Trust, included in Exhibit 5.1. |
| 23.3* | Consent of Davis Polk & Wardwell LLP, as special tax counsel to the Trust, included in Exhibit 8.1. |
| 24.1# | Power of Attorney of certain officers of the Sponsor (included on the signature page of Amendment No. 2 to this Registration Statement). |
| 107# | Filing Fee Table. |

* To be filed by amendment.

† 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.

# Previously filed.

(b) No financial statement schedules are provided because the information called for is not required or is shown either in the financial statements or the notes hereto.

**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 Filing Fee Tables or "Calculation of Registration Fee" table, as applicable in the effective registration statement; and

(ii) 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*, that:

Paragraphs (1)(i), (ii), and (iii) of this section do not apply if the registration statement is on Form S-1 and 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 (15 U.S.C. 78m or 78o(d)) that are incorporated by reference in the registration statement; and

(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) If the registrant is relying on Rule 430B:

(A) 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

(B) 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

(ii) If the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. 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 first use, 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 date of first use.

(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 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.

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus 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.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant 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 May 22, 2026.

GRAYSCALE INVESTMENTS SPONSORS, LLC
as Sponsor of Grayscale HYPE ETF

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

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

| Signature | Title | Date |
|---|---|---|
| # Peter Mintzberg | Member of the Board of Managers and Chief Executive Officer* (principal executive officer) | May 22, 2026 |
| /s/ Edward McGee Edward McGee | Member of the Board of Managers and Chief Financial Officer* (principal financial and principal accounting officer) | May 22, 2026 |
| # Craig Salm | Member of the Board of Managers and Chief Legal Officer* | May 22, 2026 |

* The Registrant is a trust and the persons are signing in their capacities as officers and managers of Grayscale Investments Sponsors, LLC, the Sponsor of the Registrant.

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

Exhibit 4.1

---

**AMENDED AND RESTATED DECLARATION**

**OF**

**TRUST AND TRUST AGREEMENT**

**OF**

**GRAYSCALE HYPE ETF**

Dated as of May 22, 2026

By and Among

**GRAYSCALE INVESTMENTS SPONSORS, LLC**

**CSC DELAWARE TRUST COMPANY**

and

**THE SHAREHOLDERS**
**FROM TIME TO TIME HEREUNDER**

---

**TABLE OF CONTENTS**


Page No.

**ARTICLE I**

**DEFINITIONS; THE TRUST**

Section 1.1 Definitions ..... 1
Section 1.2 Name ..... 8
Section 1.3 Delaware Trustee; Offices ..... 9
Section 1.4 Declaration of Trust ..... 9
Section 1.5 Purposes and Powers ..... 9
Section 1.6 Tax Treatment ..... 11
Section 1.7 Legal Title ..... 11

**ARTICLE II**

**THE TRUSTEE**

Section 2.1 Term; Resignation; Removal ..... 11
Section 2.2 Powers ..... 12
Section 2.3 Compensation and Expenses of the Trustee ..... 13
Section 2.4 Indemnification ..... 13
Section 2.5 Successor Trustee ..... 14
Section 2.6 Liability of Trustee ..... 14
Section 2.7 Reliance; Advice of Counsel ..... 15
Section 2.8 Payments to the Trustee ..... 16

**ARTICLE III**

**SHARES; CREATIONS AND ISSUANCE OF CREATION BASKETS**

Section 3.1 General ..... 16
Section 3.2 Offer of Shares; Procedures for Creation and Issuance of Creation Baskets to Persons Other than Authorized Participants ..... 17
Section 3.3 Offer of Shares; Procedures for Creation and Issuance of Creation Baskets to Authorized Participants ..... 17
Section 3.4 Book-Entry System ..... 18
Section 3.5 Assets of the Trust ..... 19
Section 3.6 Liabilities of the Trust ..... 19
Section 3.7 Distributions ..... 19
Section 3.8 Voting Rights ..... 19
Section 3.9 Equality ..... 19

**ARTICLE IV**

**TRANSFERS OF SHARES**

Section 4.1 General Prohibition ..... 19

Section 4.2 Restricted Securities ..... 20
Section 4.3 Transfer of Shares Generally ..... 20

## ARTICLE V

## REDEMPTIONS

Section 5.1 Availability of Redemption Program ..... 20
Section 5.2 Redemption of Redemption Baskets ..... 20
Section 5.3 Other Redemption Procedures ..... 21

## ARTICLE VI

## THE SPONSOR

Section 6.1 Management of the Trust ..... 21
Section 6.2 Authority of Sponsor ..... 22
Section 6.3 Obligations of the Sponsor ..... 24
Section 6.4 General Prohibitions ..... 25
Section 6.5 Liability of Covered Persons ..... 27
Section 6.6 Fiduciary Duty ..... 27
Section 6.7 Indemnification of the Sponsor ..... 29
Section 6.8 Expenses and Limitations Thereon ..... 30
Section 6.9 Voluntary Withdrawal of the Sponsor ..... 32
Section 6.10 Litigation ..... 33
Section 6.11 Bankruptcy; Merger of the Sponsor ..... 33

## ARTICLE VII

## THE SHAREHOLDERS

Section 7.1 No Management or Control; Limited Liability; Exercise of Rights through an Authorized Participant ..... 33
Section 7.2 Rights and Duties ..... 34
Section 7.3 Limitation of Liability ..... 34
Section 7.4 Derivative Actions ..... 35
Section 7.5 Appointment of Agents ..... 35
Section 7.6 Business of Shareholders ..... 36
Section 7.7 Authorization of Memorandum and Filings ..... 36

## ARTICLE VIII

## BOOKS OF ACCOUNT AND REPORTS

Section 8.1 Books of Account ..... 36
Section 8.2 Annual Updates, Quarterly Updates and Account Statements ..... 36
Section 8.3 Tax Information ..... 37
Section 8.4 Calculation of NAV ..... 37

Section 8.5 Maintenance of Records ..... 38

**ARTICLE IX**

**FISCAL YEAR**

Section 9.1 Fiscal Year ..... 38

**ARTICLE X**

**AMENDMENT OF TRUST AGREEMENT; MEETINGS**

Section 10.1 Amendments to the Trust Agreement ..... 39
Section 10.2 Meetings of the Trust ..... 40
Section 10.3 Action Without a Meeting ..... 41

**ARTICLE XI**

**TERM**

Section 11.1 Term ..... 41

**ARTICLE XII**

**TERMINATION**

Section 12.1 Events Requiring Dissolution of the Trust ..... 41
Section 12.2 Distributions on Dissolution ..... 43
Section 12.3 Termination; Certificate of Cancellation ..... 43

**ARTICLE XIII**

**MISCELLANEOUS**

Section 13.1 Governing Law ..... 43
Section 13.2 Provisions In Conflict With Law or Regulations ..... 44
Section 13.3 Counsel to the Trust ..... 45
Section 13.4 Merger and Consolidation ..... 45
Section 13.5 Construction ..... 45
Section 13.6 Notices ..... 45
Section 13.7 Counterparts; Electronic Signatures ..... 46
Section 13.8 Binding Nature of Trust Agreement ..... 46
Section 13.9 No Legal Title to Trust Estate ..... 47
Section 13.10 Creditors ..... 47
Section 13.11 Integration ..... 47
Section 13.12 Goodwill; Use of Name ..... 47
Section 13.13 Alternative Procedures for Creation and Redemption ..... 47
Section 13.14 Corporate Transparency Act ..... 49

**GRAYSCALE HYPE ETF**
**AMENDED AND RESTATED**
**DECLARATION OF TRUST**
**AND TRUST AGREEMENT**

This **AMENDED AND RESTATED DECLARATION OF TRUST AND TRUST AGREEMENT** of **GRAYSCALE HYPE ETF** is made and entered into as of the 22nd day of May, 2026, by and among **GRAYSCALE INVESTMENTS SPONSORS, LLC**, a Delaware limited liability company, **CSC DELAWARE TRUST COMPANY**, a Delaware corporation, as trustee, and the **SHAREHOLDERS** from time to time hereunder.

* * *

## RECITALS

**WHEREAS**, the Sponsor and the Trustee entered into the Declaration of Trust and Trust Agreement dated as of January 8, 2026 (as may be further amended from time to time, the "**Existing Agreement**"); and

**WHEREAS**, the Sponsor and the Trustee wish to amend the Existing Agreement pursuant to Section 8 thereof.

**NOW, THEREFORE**, pursuant to Section 8 of the Existing Agreement, the Trustee and the Sponsor hereby amend and restate the Existing Agreement in its entirety as set forth below.

## ARTICLE I

## DEFINITIONS; THE TRUST

Section 1.1 *Definitions*. As used in this Trust Agreement, the following terms shall have the following meanings unless the context otherwise requires:

"**Actual Exchange Rate**" means, 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 Trust is able to sell such asset for U.S. Dollars (or other applicable fiat currency) at such time to enable the Trust to timely pay any Additional Trust Expenses, through use of the Sponsor's commercially reasonable efforts to obtain the highest such price.

"**Additional Trust Expenses**" has the meaning set forth in Section 6.8(b).

"**Administrator**" means any Person or Persons from time to time engaged by the Sponsor to assist in the administration of the Shares.

"**Administrator Fee**" means the fee payable to any Administrator for services it provides to the Trust, which the Sponsor shall pay as a Sponsor-paid Expense.

"**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.

"**Annual Report**" means (i) the Trust'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 Trust'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 3.3(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 Trust, the Sponsor, 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 HYPE wallet address known to the Custodian as belonging to such Authorized Participant or its designee.

"**Basket**" means a block of 10,000 Shares, or a number of Shares as may be described in the Trust's Memorandum from time to time.

"**Basket Amount**" means, on any Trade Date, the number of HYPE required as of such Trade Date for each Creation Basket or Redemption Basket, as determined by dividing (x) the number of HYPE owned by the Trust at 4:00 p.m., New York time, on such Trade Date, after deducting the number of HYPE representing the U.S. Dollar value of accrued but unpaid fees and expenses of the Trust (in the case of any such fee and expense other than the Sponsor's Fee and the Sponsor's Staking Fee, converted using the Reference Rate Price at such time, and carried to the eighth decimal place), by (y) the number of Shares outstanding at such time (with the quotient so obtained calculated to one one-hundred-millionth of one HYPE (i.e., carried to the eighth decimal place)), and multiplying such quotient by 10,000, or such other number of Shares equal to a Basket on 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 Orders**" means orders for creations or redemptions of Shares other than through In-Kind Orders.

"**Certificate of Trust**" means the Certificate of Trust of the Trust, including all amendments thereto, filed with the Secretary of State of the State of Delaware pursuant to Section 3810 of the Delaware Trust Statute.

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

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Corporate Trust Office**" means the principal office at which at any particular time the corporate trust business of the Trustee is administered, which office at the date hereof is located at 251 Little Falls Drive, Wilmington, DE 19808.

"**Covered Person**" means the Sponsor and its Affiliates and their respective members, managers, directors, officers, employees, agents and controlling persons.

"**Creation Basket**" means a Basket issued by the Trust upon the deposit of the Basket Amount with the Custodian.

"**Creation Order**" has the meaning assigned thereto in Section 3.3(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.

"**CTA**" has the meaning assigned thereto in Section 13.14.

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

"**Custodian Fee**" means the fee payable to any Custodian for the services it provides to the Trust, which the Sponsor shall pay as a Sponsor-paid Expense.

"**Delaware Trust Statute**" means the Delaware Statutory Trust Act, Chapter 38 of Title 12 of the Delaware Code, 12 Del. C. § 3801 et seq., as the same may be amended from time-to-time.

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

"**Event of Withdrawal**" has the meaning set forth in Section 12.1(a)(iv) hereof.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Existing Agreement**" has the meaning set forth in the recitals hereto.

"**Expenses**" has the meaning set forth in Section 2.4.

"**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 IX hereof.

"**GAAP**" means U.S. generally accepted accounting principles.

"**GSI**" means Grayscale Investments, LLC, the former sponsor of the Trust.

"**GSO**" means Grayscale Operating, LLC.

"**Hyperliquid Network**" means the (i) online and permissionless end-user-to-end-user network hosting a public transaction ledger, known as a blockchain, that uses a proof-of-stake consensus mechanism to validate transactions and (ii) the source code comprising the basis for the cryptographic and algorithmic protocols governing the Hyperliquid Network.

"**HYPE**" means HYPE, a type of digital asset (within the meaning of Section 6045(g)(3)(D) of the Code) based on an open source cryptographic protocol existing on the Hyperliquid Network as determined by the Sponsor in accordance with Section 6.2(o), and the assets underlying the Trust's Shares.

"**HYPE Account**" means collectively, the Vault Balance, the Settlement Balance and any subaccounts associated therewith.

"**In-Kind Orders**" means orders for creations or redemptions in which an Authorized Participant or its designees will deliver HYPE from, or receive HYPE in, an Authorized Participant Self-Administered Account.

"**Incidental Rights**" means the rights to acquire, or otherwise establish dominion and control over, any virtual currency or other asset or right, which rights are incident to the Trust's ownership of HYPE and arise without any action of the Trust, or of the Sponsor or Trustee on behalf of the Trust.

"**Indemnified Persons**" has the meaning assigned to such term in Section 2.4.

"**IR Virtual Currency**" means any virtual currency or other asset or right acquired by the Trust through the exercise (subject to Section 1.5(c) and Section 6.4) of any Incidental Right.

"**IRS**" means the U.S. Internal Revenue Service or any successor thereto.

"**Liquidating Trustee**" has the meaning assigned thereto in Section 12.2.

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

"**Liquidity Provider Account**" means, with respect to any Liquidity Provider, a HYPE wallet address known to the Custodian as belonging to such Liquidity Provider.

"**Marketing Agent**" means any Person or Persons from time to time engaged to provide marketing services or related services to the Trust pursuant to authority delegated by the Sponsor.

"**Marketing Fee**" means the fee payable to any Marketing Agent for services it provides to the Trust, which the Sponsor shall pay as a Sponsor-paid Expense.

"**Memorandum**" means (i) the Confidential Private Placement Memorandum of the Trust, as the same may, at any time and from time to time, be amended or supplemented, or (ii) if the Shares are registered under the Exchange Act, the most recent of (x) any prospectus of the Trust that has been filed with the SEC as a part of the Registration Statement and (y) any report filed by the Trust with the SEC under the Exchange Act that states that it is to be treated as the Memorandum for general purposes or any specific purpose.

"**Native Staking Consideration**" means any Staking Consideration in the form of HYPE.

"**NAV**" means, at any time, the aggregate value, expressed in U.S. Dollars, of the Trust's assets (other than U.S. Dollars or other fiat currency), less its liabilities (which include estimated accrued but unpaid fees and expenses), calculated in accordance with Section 8.4.

"**NAV Fee Basis Amount**" has the meaning assigned thereto in Section 8.4.

"**Other Staking Consideration**" means any Staking Consideration other than HYPE.

"**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, statutory trust, corporation, association or other legal entity.

"**Purchase Agreement**" means an agreement among the Trust, the Sponsor and any Shareholder through which the Shareholder agrees to transfer HYPE to the HYPE Account in exchange for the creation and issuance of Shares.

"**Quarterly Report**" means (i) the Trust'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 Trust's most recent quarterly report on Form 10-Q prepared and filed in accordance with the rules and regulations of the SEC.

"**Redemption Basket**" means a Basket redeemed by the Trust in exchange for HYPE in an amount equal to the Basket Amount.

"**Redemption Order**" has the meaning assigned thereto in Section 5.2(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.

"**Reference Rate Price**" has the meaning ascribed to such term in the Trust's Memorandum. If an Index Price is being used by the Trust as set forth in the Trust's Memorandum, references to the Reference Rate Price in this Trust Agreement shall be deemed to refer to such Index Price.

"**Rules**" has the meaning assigned thereto in Section 13.3.

"**SEC**" means the Securities and Exchange Commission.

"**Secondary Market**" means any marketplace or other alternative trading system, as determined by the Sponsor, 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 Trust's HYPE may be stored from time to time.

"**Shareholder**" means any Person that owns Shares.

"**Shares**" means the common units of fractional undivided beneficial interest in the profits, losses, distributions, capital and assets of, and ownership of, the Trust.

"**Sponsor**" means Grayscale Investments Sponsors, LLC, or any substitute therefor as provided herein, or any successor thereto by merger or operation of law.

"**Sponsor-paid Expense**" and "**Sponsor-paid Expenses**" have the meaning set forth in Section 6.8(a)(v).

"**Sponsor's Fee**" has the meaning set forth in Section 6.8(a)(i).

"**Sponsor's Staking Fee**" has the meaning set forth in Section 6.8(a)(vii).

"**Staking**" means (i) using, or permitting to be used, through the Custodian (including, for the avoidance of doubt, through the Custodian's delegation of rights, on the Trust's behalf, to a vetted third party unrelated to the Trust or the Sponsor (each, a "**Staking Provider**") with respect to any portion of the Trust's HYPE, by making any

portion of the Trust's HYPE available to such third party or by entering into any similar arrangement with such third party), any portion of the Trust's HYPE in a permissionless proof-of-stake protocol in a manner that (x) permits the Trust to retain ownership of its HYPE at all times for U.S. federal income tax purposes, (y) protects and conserves the Trust Estate by mitigating the risk that another party or group could control a majority of the HYPE staked to the Hyperliquid Network and engage in transactions that could reduce the value of the Trust Estate and (z) is consistent with the requirements set forth in Section 6.02(6) and Section 6.02(7) of IRS Revenue Procedure 2025-31, (ii) accepting only Native Staking Consideration and treating all such Native Staking Consideration consistently, and (iii) any financing arrangement or other mechanism utilized by the Sponsor, on behalf of the Trust, in connection with Redemption Orders to manage HYPE liquidity constraints arising from activities described in the preceding clauses (each, a "**Liquidity Management Solution**"). For the avoidance of doubt, (i) the mere act of transferring units of virtual currency on a peer-to-peer virtual currency network that utilizes a proof-of-stake protocol shall not be considered to be "Staking" and (ii) "Staking" shall include any related activity contemplated by a Tax Ruling, an opinion or Tax Guidance, in each case, described in the definition of Staking Condition (and, in the case of a Tax Ruling, that is described in the private letter ruling request (as supplemented from time to time) submitted to the U.S. Internal Revenue Service in connection therewith).

"**Staking Condition**" means, with respect to a particular form of Staking, the condition that (i) (x) engaging in such form of Staking should not cause the Trust to be treated as other than a grantor trust for U.S. federal income tax purposes and (y) the Trust shall have received (1) a written opinion from a Tax Advisor or (2) a Tax Ruling, in each case, to that effect or (ii) such form of Staking is confirmed in Tax Guidance to be a permissible undertaking by a grantor trust.

"**Staking Consideration**" means any consideration of any kind whatsoever, including, but not limited to, any staking reward paid in fiat currency or paid in kind, in exchange for using, or permitting to be used, any portion of the Trust Estate as described in clause (i) of the definition of "Staking."

"**Tax Advisor**" means an independent law firm that is recognized as being an expert in tax matters.

"**Tax Guidance**" means any tax guidance that is issued by the U.S. Internal Revenue Service or the U.S. Department of the Treasury and on which taxpayers may rely.

"**Tax Ruling**" means a binding ruling issued by the U.S. Internal Revenue Service.

"**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 Trust pursuant to authority delegated by the Sponsor.

"**Treasury Regulations**" means regulations, including proposed or temporary regulations, promulgated under the Code. References herein to specific provisions of proposed or temporary regulations shall include analogous provisions of final Treasury Regulations or other successor Treasury Regulations.

"**Trust**" means Grayscale HYPE ETF, a Delaware statutory trust formed pursuant to the Certificate of Trust, the affairs of which are governed by this Trust Agreement.

"**Trust Agreement**" means this Amended and Restated Declaration of Trust and Trust Agreement, as it may at any time or from time-to-time be amended.

"**Trust Counsel**" has the meaning set forth in Section 13.3.

"**Trustee**" means CSC Delaware Trust Company, its successors and assigns, or any substitute therefor as provided herein, acting not in its individual capacity but solely as trustee of the Trust.

"**Trust Estate**" means, without duplication, (i) all the HYPE in the Trust's accounts, including the HYPE Account, (ii) all Incidental Rights held by the Trust, (iii) if permissible under Section 1.5(c) and Section 6.4, all IR Virtual Currency in the Trust's accounts, (iv) all proceeds from the sale of HYPE, Incidental Rights and IR Virtual Currency pending use of such cash for payment of Additional Trust Expenses or distribution to the Shareholders and (v) any rights of the Trust pursuant to any agreements, other than this Trust Agreement, to which the Trust is a party.

"**Trust Expense**" has the meaning set forth in Section 2.3.

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

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

"**Uplisted Period**" means any period during which the Shares of the Trust are listed and traded on a national securities exchange.

"**Vault Balance**" means one or more segregated custody accounts of the Trust maintained by the Custodian to store private keys, which (i) allow for the transfer of ownership or control of the Trust's HYPE on the Trust's behalf, (ii) are accessible solely by the Custodian acting on the Trust's behalf and (iii) permit the Trust to retain ownership of the Trust's HYPE at all times for U.S. federal income tax purposes.

Section 1.2 *Name*. The name of the Trust is "Grayscale HYPE ETF" in which name the Trustee and the Sponsor shall cause the Trust to carry out its purposes as set forth in Section 1.5, make and execute contracts and other instruments in the name and on behalf of the Trust and sue and be sued in the name and on behalf of the Trust.

Section 1.3 *Delaware Trustee; Offices*.

(a) The sole Trustee of the Trust is CSC Delaware Trust Company, which is located at the Corporate Trust Office or at such other address in the State of Delaware as the Trustee may designate in writing to the Shareholders. The Trustee shall receive service of process on the Trust in the State of Delaware at the foregoing address. In the event CSC Delaware Trust Company resigns or is removed as the Trustee, the trustee of the Trust in the State of Delaware shall be the successor Trustee, subject to Section 2.1.

(b) The principal office of the Trust, and such additional offices as the Sponsor may establish, shall be located at such place or places inside or outside the State of Delaware as the Sponsor may designate from time to time in writing to the Trustee and the Shareholders. Initially, the principal office of the Trust shall be at c/o Grayscale Investments Sponsors, LLC, 290 Harbor Drive, 4th Floor, Stamford, Connecticut 06902.

Section 1.4 *Declaration of Trust*. The Trust Estate shall be held in trust for the Shareholders. It is the intention of the parties hereto that the Trust shall be a statutory trust, under the Delaware Trust Statute and that this Trust Agreement shall constitute the governing instrument of the Trust. It is not the intention of the parties hereto to create a general partnership, limited partnership, limited liability company, joint stock association, corporation, bailment or any form of legal relationship other than a Delaware statutory trust that is treated as a grantor trust for U.S. federal income tax purposes and for purposes of applicable state and local tax laws. Nothing in this Trust Agreement shall be construed to make the Shareholders partners or members of a joint stock association. Effective as of the date hereof, the Trustee and the Sponsor shall have all of the rights, powers and duties set forth herein and in the Delaware Trust Statute with respect to accomplishing the purposes of the Trust. The Trustee has filed the certificate of trust required by Section 3810 of the Delaware Trust Statute in connection with the formation of the Trust under the Delaware Trust Statute.

Section 1.5 *Purposes and Powers*.

(a) The purposes of the Trust shall be to (i) accept HYPE for subscriptions of Shares in accordance with Article III hereof or accept cash (to be used to purchase HYPE) for subscriptions of Shares in accordance with Section 13.13 hereof, to hold (x) HYPE, (y) Incidental Rights and (z) if permissible under Section 1.5 and Section 6.4, IR Virtual Currency, to distribute HYPE (or cash from the sale of HYPE) upon redemptions of Shares in accordance with Article V hereof (if authorized in accordance with Section 5.1 hereof) (it being understood that the Trust shall not create or redeem Shares at any time that it holds Incidental Rights, IR Virtual Currency or cash from the sale of HYPE, Incidental Rights or IR Virtual Currency), (ii) paying Additional Trust

Expenses, the Sponsor's Fee and the Sponsor's Staking Fee, (iii) selling HYPE for cash (x) to pay Additional Trust Expenses, the Sponsor's Fee and the Sponsor's Staking Fee in accordance with Section 6.8 hereof, (y) to make cash redemptions of Shares (if authorized in accordance with Section 5.1 hereof) or (z) in connection with the Trust's liquidation, (iv) engage in any form of Staking, but only if (and, then, only to the extent that) the Staking Condition has been satisfied with respect thereto, and (v) to enter into any lawful transaction and engage in any lawful activities in furtherance of or incidental to the foregoing. For the avoidance of doubt, such activities include any lawful action necessary or desirable in connection with Staking (provided that the Staking Condition has been met with respect thereto) or the Trust's ownership of Incidental Rights, including the acquisition of IR Virtual Currency, except if such action would be prohibited by Section 1.5(c) or any other provision of this Trust Agreement. The Trust shall not engage in any business activity and shall not acquire or own any assets other than (i) HYPE, (ii) Incidental Rights, (iii) if permissible under Section 1.5 and Section 6.4, (x) IR Virtual Currency or (y) assets incident to Staking, and (iv) cash from the sale of any of the foregoing or take any of the actions set forth in Section 6.4. The Trust shall have all of the powers specified in Section 3.1 hereof as powers which may be exercised by a Sponsor on behalf of the Trust under this Trust Agreement.

(b) If the Staking Condition has been satisfied with respect to a particular form of Staking, the Trust shall (A) engage in Staking with respect to all of the Trust's HYPE at all times, except (i) as necessary to pay the Sponsor's Fee and the Sponsor's Staking Fee, (ii) as necessary to pay any Additional Trust Expenses, (iii) as necessary to satisfy existing and reasonably foreseen potential redemption requests (assuming the Trust is then permitted to operate an ongoing redemption program) as determined by the Sponsor, (iv) as necessary to reduce the HYPE obtained by the Trust as Native Staking Consideration to cash for distribution at regular intervals, (v) as necessary to reduce the HYPE obtained by the Trust as Native Staking Consideration to cash in connection with the Trust's liquidation, (vi) as necessary to take protective actions in respect of vulnerabilities in the source code or cryptography underlying the Hyperliquid Network and/or its proof-of-stake protocol, its staking smart contracts or its validator client software, (vii) if the Custodian discontinues its arrangements with the Trust and such discontinuance affects the Trust's HYPE, for so long as is reasonably necessary to re-establish those arrangements or to establish similar arrangements with other parties, (viii) if the Custodian discontinues the arrangements with the Staking Provider and such discontinuance affects the Trust's HYPE, for so long as is reasonably necessary to re-establish those arrangements or to establish similar arrangements with other parties (ix) in the event of a change in applicable law or regulation, (x) during any Uplisted Period, as necessary to maintain a "liquidity reserve" within the meaning of Section 6.02(9) of IRS Revenue Procedure 2025-31, (xi) during any Uplisted Period, as necessary pursuant to a "contingent liquidity arrangement" within the meaning of Section 6.02(12) of IRS Revenue Procedure 2025-31 or (xii) in accordance with any other exception that is expressly contemplated by an opinion, a ruling or Tax Guidance that satisfies the Staking Condition and (B) reduce the Native Staking Consideration held by the Trust to cash no less often than quarterly and promptly distribute the cash proceeds, net of any Trust expenses not assumed by the Sponsor, to the Shareholders in accordance with Section 3.7. During the portion of any Uplisted Period during which the Staking

Condition has been satisfied with respect to a particular form of Staking, the Trust shall (i) establish written liquidity policies and procedures that comply with the rules of the national securities exchange on which the Trust's Shares are listed and traded (a "Staking Policy"), (ii) comply fully with the regulations and rules of the SEC, including the requirements set forth in the SEC's "Statement on Certain Staking Activities" issued on May 29, 2025, (iii) maintain any "liquidity reserve" in respect of the Trust's HYPE in compliance with the Trust's Staking Policy and in a manner that is consistent with the requirements set forth in Section 6.02(9) of IRS Revenue Procedure 2025-31 and (iv) enter into "contingent liquidity arrangements" only if in compliance with the Trust's Staking Policy and in a manner that is consistent with the requirements set forth in Section 6.02(12) of IRS Revenue Procedure 2025-31.

(c) Subject to the provisions of this Section 1.5(c), the Trust shall not take any action that could cause the Trust to be treated other than as a grantor trust for U.S. federal income tax purposes. Without limiting the generality of the foregoing, no other provision in this Trust Agreement (including, for the avoidance of doubt, Section 1.5(a)) shall be construed to give the Trustee or the Sponsor the power to vary the investment of the Shareholders within the meaning of Section 301.7701-4(c) or similar provisions of the Treasury Regulations, nor shall the Trustee or the Sponsor take any action that would vary the investment of the Shareholders. Notwithstanding the foregoing, by the purchase and acceptance or other lawful delivery, acceptance or holding of the Shares, the Shareholders shall be deemed to have acknowledged and agreed that any form of Staking for which the Staking Condition has been satisfied shall be permitted under this Section 1.5 and Section 6.4(p).

Section 1.6 *Tax Treatment*. Each of the parties hereto, by entering into this Trust Agreement, (i) expresses its intention that the Shares will qualify under applicable tax law as interests in a grantor trust which holds the Trust Estate, (ii) agrees that it will file its own U.S. federal, state and local income, franchise and other tax returns in a manner that is consistent with clause (i) of this Section 1.6 and with the classification of the Trust as a grantor trust, unless required otherwise by a final "determination" within the meaning of Section 1313(a) of the Code, and (iii) agrees to use reasonable efforts to notify the Sponsor promptly upon a receipt of any notice from any taxing authority having jurisdiction over such holders of Shares with respect to the treatment of the Shares as anything other than interests in a grantor trust.

Section 1.7 *Legal Title*. Legal title to all of the Trust Estate shall be vested in the Trust as a separate legal entity; *provided*, *however*, that if applicable law in any jurisdiction requires legal title to any portion of the Trust Estate to be vested otherwise, the Sponsor may cause legal title to such portion of the Trust Estate to be held by or in the name of the Sponsor or any other Person (other than a Shareholder) as nominee.

## ARTICLE II

## THE TRUSTEE

Section 2.1 *Term; Resignation; Removal*.

(a) CSC Delaware Trust Company has been appointed and hereby agrees to serve as the Trustee of the Trust. The Trust shall have only one Trustee unless otherwise determined by the Sponsor. The Trustee shall serve until such time as the Trust is terminated or if the Sponsor removes the Trustee or the Trustee resigns. The Trustee is appointed to serve as the trustee of the Trust in the State of Delaware and shall at all times satisfy the requirements of Section 3807(a) of the Delaware Trust Statute and be authorized to exercise corporate trust powers under the laws of Delaware, having a combined capital, surplus and undivided profits of at least $50,000,000 and subject to supervision or examination by federal or state authorities. If the Trustee publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Article II the combined capital, surplus and undivided profits of the Trustee shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible to serve as trustee of the Trust in accordance with the provisions of this Section 2.1, the Trustee shall resign promptly in the manner and with the effect specified in this Article II. The Trustee may have normal banking and trust relationships with the Sponsor and their respective Affiliates; *provided* that none of (i) the Sponsor, (ii) any Person involved in the organization or operation of the Sponsor or the Trust or (iii) any Affiliate of any of them may be the Trustee hereunder. The Trust shall have at least one trustee with a principal place of business in Delaware. It is understood and agreed by the parties hereto that the Trustee shall have none of the duties or liabilities of the Sponsor and shall have no obligation to supervise or monitor the Sponsor or otherwise manage the Trust.

(b) The Trustee is permitted to resign upon at least one hundred and eighty (180) days' notice to the Sponsor upon which date such resignation shall be effective.

(c) If at any time the Trustee shall cease to be eligible to serve as trustee of the Trust in accordance with the provisions of this Trust Agreement, or if at any time the Trustee shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the Sponsor may remove the Trustee and appoint a successor trustee by written instrument, in duplicate, which instrument shall be delivered to the Trustee so removed and the successor trustee. The Sponsor may at any time, upon sixty (60) days' prior notice to the Trustee, remove the Trustee and appoint a successor trustee by written instrument or instruments, in triplicate, signed by the Sponsor or its attorney-in-fact duly authorized, one complete set of which instruments shall be delivered to the Trustee so removed and one complete set to the successor so appointed.

Section 2.2 *Powers*. Except to the extent expressly set forth in Section 1.3 and this Article II, the duty and authority to manage the affairs of the Trust is vested in the Sponsor, which duty and authority the Sponsor may further delegate as provided herein, all pursuant to Section 3806(b)(7) of the Delaware Trust Statute. The duties of the Trustee shall be limited to (i) accepting legal process served on the Trust in the State of

Delaware, (ii) the execution of any certificates required to be filed with the Secretary of State of the State of Delaware which the Trustee is required to execute under Section 3811 of the Delaware Trust Statute, and (iii) any other duties specifically allocated to the Trustee in this Trust Agreement. For the avoidance of doubt, the duties of the Trustee will in no event be deemed to include any duties related to Staking or the making of investment or discretionary decisions. The Trustee shall provide prompt notice to the Sponsor of its performance of any of the foregoing. The Sponsor shall reasonably keep the Trustee informed of any actions taken by the Sponsor with respect to the Trust that would reasonably be expected to affect the rights, obligations or liabilities of the Trustee hereunder or under the Delaware Trust Statute.

Section 2.3 *Compensation and Expenses of the Trustee*. The Trustee shall be entitled to receive from the Sponsor, as a Sponsor-paid Expense, reasonable compensation for its services hereunder as set forth in a separate fee agreement and shall be entitled to be reimbursed by the Sponsor on behalf of the Trust for reasonable out-of-pocket expenses incurred by it in the performance of its duties hereunder, including without limitation, the reasonable compensation, out-of-pocket expenses and disbursements of counsel, any experts and such other agents as the Trustee may employ in connection with the exercise and performance of its rights and duties hereunder (together, the "**Trust Expenses**"). To the extent that the Sponsor fails to pay the Trust Expenses, the Trust will be responsible for such Trust Expenses. Though it is not intended that the Trustee will receive or handle Trust funds in the ordinary course, to the extent that the Trustee does receive such funds the following shall provide notice and authorization that the Trustee may earn compensation in the form of short-term interest ("**Float**") on items like uncashed distribution checks (from the date issued until the date cashed), funds that the Trustee is directed not to invest, deposits awaiting investment direction or received too late to be invested overnight in previously directed investments.

Section 2.4 *Indemnification*.

(a) The Trust hereby agrees to be primary obligor and shall indemnify, defend and hold harmless the Trustee and any of the officers, directors, employees and agents of the Trustee (the "**Indemnified Persons**") from and against any and all losses, damages, liabilities, claims, actions, suits, costs, expenses, disbursements (including the reasonable fees and expenses of counsel and fees and expenses incurred in connection with enforcement of its indemnification rights hereunder), taxes and penalties of any kind and nature whatsoever (collectively, "**Expenses**"), to the extent that such Expenses arise out of or are imposed upon or asserted at any time against such Indemnified Persons with respect to the performance of this Trust Agreement, the creation, operation or termination of the Trust or the transactions contemplated hereby; *provided*, *however*, that the Trust shall not be required to indemnify any Indemnified Person for any Expenses which are a result of the willful misconduct, bad faith or gross negligence of an Indemnified Person. If the Trust shall have insufficient assets or improperly refuses to pay an Indemnified Person within sixty (60) days of a request for payment owed hereunder, the Sponsor shall, as secondary obligor, compensate or reimburse the Trustee or indemnify, defend and hold harmless an Indemnified Person as if it were the primary obligor hereunder; *provided*, *however*, that the Sponsor shall not be required to indemnify any Indemnified

Person for any Expenses which are a result of the willful misconduct, bad faith or gross negligence of an Indemnified Person. To the fullest extent permitted by law and by the requirement for treatment of the Trust as a grantor trust for tax purposes, Expenses to be incurred by an Indemnified Person shall, from time to time, be advanced by, or on behalf of, the Sponsor prior to the final disposition of any matter upon receipt by the Sponsor of an undertaking by, or on behalf of, such Indemnified Person to repay such amount if it shall be determined that the Indemnified Person is not entitled to be indemnified under this Trust Agreement.

(b) As security for any amounts owing to the Trustee hereunder, the Trustee shall have a lien against the Trust property, which lien shall be prior to the rights of the Sponsor or any other Shareholder. The obligations of the Sponsor and the Trust to indemnify the Indemnified Persons under this Section 2.4 shall survive the termination of this Trust Agreement.

Section 2.5 *Successor Trustee*. Upon the resignation or removal of the Trustee, the Sponsor shall appoint a successor Trustee by delivering a written instrument to the outgoing Trustee. Any successor Trustee must satisfy the requirements of Section 3807 of the Delaware Trust Statute. The successor Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Trustee under this Trust Agreement, with like effect as if originally named as Trustee, and the outgoing Trustee shall be discharged of its duties and obligations under this Trust Agreement. Any business entity into which the Trustee may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, to the fullest extent permitted by law without the execution or filing of any paper or any further act on the part of any of the parties hereto.

Section 2.6 *Liability of Trustee*. Except as otherwise provided in this Article II, in accepting the trust created hereby, CSC Delaware Trust Company acts solely as Trustee hereunder and not in its individual capacity, and all Persons having any claim against CSC Delaware Trust Company by reason of the transactions contemplated by this Trust Agreement and any other agreement to which the Trust is a party shall look only to the Trust Estate for payment or satisfaction thereof. The Trustee shall not be liable or accountable hereunder to the Trust or to any other Person or under any other agreement to which the Trust is a party, except for the Trustee's own fraud, gross negligence, bad faith or willful misconduct. In particular, but not by way of limitation:

(a) The Trustee shall have no liability or responsibility for the validity or sufficiency of this Trust Agreement or for the form, character, genuineness, sufficiency, enforceability, collectability, location, existence, value or validity of the Trust Estate;

(b) The Trustee has not prepared or verified, and shall not be responsible or liable for, any information, disclosure or other statement or in any document issued or delivered in connection with the sale or transfer of the Shares;

(c) The Trustee shall not be liable for any actions taken or omitted to be taken by it in accordance with the instructions of the Sponsor or the Liquidating Trustee;

(d) The Trustee shall not have any liability for the acts or omissions of the Sponsor, the Custodian or their respective delegates;

(e) The Trustee shall have no duty or obligation to supervise the performance of any obligations of the Sponsor, the Custodian or their respective delegates or any Authorized Participant;

(f) No provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its rights or powers hereunder;

(g) Under no circumstances shall the Trustee be liable for any obligations of the Trust arising under this Trust Agreement or any other agreements to which the Trust is a party;

(h) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement, or to institute, conduct or defend any litigation under this Trust Agreement or any other agreements to which the Trust is a party, at the request, order or direction of the Sponsor unless the Sponsor has offered to CSC Delaware Trust Company (in its capacity as Trustee and individually) security or indemnity satisfactory to it against the costs, expenses and liabilities that may be incurred by CSC Delaware Trust Company (including, without limitation, the reasonable fees and expenses of its counsel) therein or thereby;

(i) Notwithstanding anything contained herein to the contrary, the Trustee shall not be required to take any action in any jurisdiction other than in the State of Delaware if the taking of such action will (i) require the consent or approval or authorization or order of, or the giving of notice to, or the registration with or taking of any action in respect of, any state or other governmental authority or agency of any jurisdiction other than the State of Delaware, (ii) result in any fee, tax or other governmental charge becoming payable by the Trustee under the laws of any jurisdiction or any political subdivision thereof other than the State of Delaware or (iii) subject the Trustee to personal jurisdiction, other than in the State of Delaware, for causes of action arising from personal acts unrelated to the consummation of the actions of the Trustee contemplated by this Trust Agreement;

(j) To the extent that, at law or in equity, the Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Trust, the Shareholders or any other Person, the Trustee, acting under this Trust Agreement, shall not be liable to the Trust, the Shareholders or any other Person for its good faith reliance on the provisions of this Trust Agreement, and the provisions of this Trust Agreement, to the extent that they restrict or eliminate the duties and liabilities of the Trustee otherwise

existing at law or in equity are agreed by the parties hereto to replace such other duties and liabilities of the Trustee; and

(k) The Trustee shall not be liable for punitive, exemplary, consequential or similar damages for a breach of the Trust Agreement under any circumstances.

Section 2.7 *Reliance; Advice of Counsel*.

(a) In the absence of bad faith, the Trustee may conclusively rely upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Trust Agreement in determining the truth of the statements and the correctness of the opinions contained therein, and shall incur no liability to anyone in acting or not acting on any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties and need not investigate any fact or matter pertaining to, or contained in, any such document; *provided*, *however*, that the Trustee shall have examined any certificates and opinions so as to reasonably determine compliance of such certificates and opinions with the requirements of this Trust Agreement. The Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that such resolution is in full force and effect. As to any fact or matter the method of the determination of which is not specifically prescribed in this Trust Agreement, the Trustee may for all purposes hereof rely on a certificate, signed by the president, any vice president, the treasurer or any other authorized officers of the relevant party, as to such fact or matter, and such certificate shall constitute full protection to the Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon.

(b) In the exercise or administration of the Trust hereunder and in the performance of its duties and obligations under this Trust Agreement, the Trustee, at the expense of the Trust (i) may act directly or through its agents, attorneys, custodians or nominees pursuant to agreements entered into with any of them, and the Trustee shall not be liable for the conduct or misconduct of such agents, attorneys, custodians or nominees if such agents, attorneys, custodians or nominees shall have been selected by the Trustee with reasonable care and (ii) may consult with counsel, accountants and other skilled professionals to be selected with reasonable care by it. The Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the opinion or advice of any such counsel, accountant or other such Persons.

Section 2.8 *Payments to the Trustee*. Any amounts paid to the Trustee pursuant to this Article II shall be deemed not to be a part of the Trust Estate immediately after such payment. Any amounts owing to the Trustee under this Trust Agreement shall constitute a claim against the Trust Estate. Notwithstanding any other provision of this Trust Agreement, all payments to the Trustee, including fees, expenses and any amounts paid in connection with indemnification of the Trustee in accordance with the terms of this Trust Agreement will be payable only in U.S. Dollars.

## ARTICLE III

## SHARES; CREATIONS AND ISSUANCE OF CREATION BASKETS

Section 3.1 *General*. The Sponsor shall have the power and authority, without action or approval by the Shareholders, to cause the Trust 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 HYPE (i.e., carried to the eighth decimal place). From time to time, the Sponsor may cause the Trust to divide or combine the Shares into a greater or lesser number without thereby changing the proportionate beneficial interests in the Trust Estate, or in any way affecting the rights, of the Shareholders, without action or approval by the Shareholders. The Trust shall issue Shares solely in exchange for contributions of HYPE (or for no consideration if pursuant to a Share distribution or split-up). All Shares when so issued shall be fully paid and non-assessable. 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 Trust is unlimited. 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 Trust Agreement.

Section 3.2 *Offer of Shares; Procedures for Creation and Issuance of Creation Baskets to Persons Other than Authorized Participants*. On any Business Day, the Trust may create and issue Creation Baskets to any Person that has signed a Purchase Agreement with the Trust upon a transfer of the Total Basket Amount into the Trust's HYPE Account; *provided* that the Trust shall create and issue Creation Baskets only if the Sponsor has determined in good faith that such creation and issuance does not conflict with the other terms of this Trust Agreement or with applicable law.

Section 3.3 *Offer of Shares; Procedures for Creation and Issuance of Creation Baskets to Authorized Participants*.

(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 Trust Agreement), shall govern the Trust with respect to the creation and issuance of Creation Baskets to Authorized Participants, subject to Section 3.3(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 Sponsor 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 Sponsor or its delegate shall maintain and make available at the Trust'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 Trust 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 Sponsor or its delegate has final determination of all questions as to the calculation of the Total Basket Amount at any time.

(v) Deposits of HYPE 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 HYPE, until such HYPE have been received and not rejected by the Trust, 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 Sponsor or its delegate shall (A) if the Total Basket Amount is received into the Settlement Balance, direct the Custodian to transfer 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 Custodian may accept delivery of HYPE by such other means as the Sponsor, from time to time, may determine to be acceptable for the Trust.

(b) Rejection or Suspension. The Sponsor 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 Sponsor generally, or refused with respect to a particular Creation Order, during any period when the transfer books of the Transfer Agent are closed or if circumstances outside the control of the Sponsor 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 Sponsor, 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 3.3 and the APA Procedures, the APA Procedures shall control.

(d) Successor Custodian. If a successor to the Custodian shall be employed, the Trust and the Sponsor shall establish procedures acceptable to such successor with respect to the matters addressed in this Section 3.3.

Section 3.4 *Book-Entry System*.

(a) Shares shall be held in book-entry form by the Transfer Agent. The Sponsor 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 Sponsor or its delegate.

(b) The Sponsor or its delegate may cause the Trust to issue Shares in certificated form in its sole discretion.

Section 3.5 *Assets of the Trust*. The Trust Estate shall irrevocably belong to the Trust for all purposes, subject only to the rights of creditors of the Trust and shall be so recorded upon the books of account of the Trust.

Section 3.6 *Liabilities of the Trust*.

(a) The Trust Estate shall be charged with the liabilities of the Trust and with all expenses, costs, charges and reserves attributable to the Trust. The Sponsor shall have full discretion, to the extent not inconsistent with applicable law, to determine which items shall be treated as income and which items as capital, and each such determination and allocation shall be conclusive and binding upon the Shareholders.

Section 3.7 *Distributions*.

(a) The Trust may make distributions on Shares in cash or pursuant to Section 7.5.

(b) Distributions on Shares, if any, may be made with such frequency as the Sponsor may determine, which may be daily or otherwise, to the Shareholders, from the Trust Estate, 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.

(c) If the Trust sells HYPE, Incidental Rights, and/or IR Virtual Currency in order to pay Additional Trust Expenses, then any cash remaining from these sales after the payment of any Additional Trust Expenses shall promptly be distributed to the Shareholders.

Section 3.8 *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.

Section 3.9 *Equality*. All Shares shall represent an equal proportionate beneficial interest in the Trust Estate subject to the liabilities of the Trust, and each Share's interest in the Trust Estate shall be equal to each other Share.

## ARTICLE IV

## TRANSFERS OF SHARES

Section 4.1 *General Prohibition*. A Shareholder may not sell, assign, transfer or otherwise dispose of, or pledge, hypothecate or in any manner encumber any or all of its Shares or any part of its right, title and interest in the Trust Estate except as permitted in this Article IV and any act in violation of this Article IV shall not be binding upon or recognized by the Trust (regardless of whether the Sponsor shall have knowledge thereof), unless approved in writing by the Sponsor.

Section 4.2 *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 Sponsor, which it may withhold in its sole discretion for any reason or for no reason. The Sponsor may provide any such written consent in the Memorandum or any document issued or delivered in connection with the sale or transfer of Shares, including any filings with the SEC.

Section 4.3 *Transfer of Shares Generally*. Shares shall be transferable on the books of account for the Trust only by the record holder thereof or by his or her duly authorized agent upon delivery to the Sponsor 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 as may be required by the Sponsor. Upon such delivery, and subject to any further requirements specified by the Sponsor, the transfer shall be recorded on the books of account for the Trust. 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 Sponsor nor the Trust, nor the Transfer Agent or any similar agent or registrar or any officer, employee or agent of the Trust, shall be affected by any notice of a proposed transfer.

## ARTICLE V

## REDEMPTIONS

Section 5.1 *Availability of Redemption Program*. The Trust may, in the sole discretion of the Sponsor, 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 Sponsor. Any redemption authorized by the Sponsor shall be subject to the provisions of this Article V.

Section 5.2 *Redemption of Redemption Baskets*.

(a) General. During any time at which the Sponsor 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 Trust Agreement), shall govern the Trust 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 Sponsor 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 Trust 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 Sponsor or its delegate shall instruct the Transfer Agent to cancel the Shares in the Baskets so redeemed. The Sponsor or its delegate shall also instruct the Custodian to deposit into the Authorized Participant Self-Administered Account or the Liquidity Provider Account, as applicable, a number of HYPE equal to the Total Basket Amount.

(v) The Sponsor 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 an Authorized Participant Self-Administered Account or a Liquidity Provider Account.

(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 Sponsor 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 Sponsor generally, or refused with respect to a particular Redemption Order, during any period when the transfer books of the Transfer Agent are closed or if circumstances outside the control of the Sponsor 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 Sponsor, 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 5.1 and the APA Procedures, the APA Procedures shall control.

Section 5.3 *Other Redemption Procedures*. The Sponsor 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 5.2.

## ARTICLE VI

## THE SPONSOR

Section 6.1 *Management of the Trust*. Pursuant to Section 3806(b)(7) of the Delaware Trust Statute, the Trust shall be managed by the Sponsor in accordance with this Trust Agreement. The Sponsor may delegate, as provided herein, the duty and authority to manage the affairs of the Trust. Any determination as to what is in the interests of the Trust made by the Sponsor in good faith shall be conclusive. In construing the provisions of this Trust Agreement, the presumption shall be in favor of a grant of power to the Sponsor, but subject, for the avoidance of doubt, to the restrictions, prohibitions and limitations expressly set forth in Section 1.5, Section 6.4(p) and otherwise in this Trust Agreement. The enumeration of any specific power in this Trust Agreement shall not be construed as limiting the aforesaid power.

Section 6.2 *Authority of Sponsor*. In addition to, and not in limitation of, any rights and powers conferred by law or other provisions of this Trust Agreement, and except as limited, restricted or prohibited by the express provisions of this Trust Agreement or the Delaware Trust Statute, the Sponsor shall have and may exercise on behalf of the Trust, all powers and rights necessary, proper, convenient or advisable to effectuate and carry out the purposes of the Trust, which powers and rights shall include, without limitation, the following:

(a) To enter into, execute, accept, deliver and maintain, and to cause the Trust to perform its obligations under, contracts, agreements and any or all other documents and instruments incidental to the Trust's purposes, and to do and perform all such acts as may be in furtherance of the Trust's purposes, or necessary or appropriate for the offer and sale of the Shares, including, but not limited to, causing the Trust to enter into (i) contracts or agreements with the Sponsor or an Affiliate, *provided* that any such contract or agreement does not conflict with the provisions of Section 1.5(c) of this Trust Agreement, Section 6.4 of this Trust Agreement or clause (ii) of this Section 6.2(a) and (ii) contracts with third parties for various services, it being understood that any document or instrument executed or accepted by the Sponsor in the Sponsor's name shall be deemed executed and accepted on behalf of the Trust by the Sponsor, *provided*, *however*, that such services may be performed by an Affiliate or Affiliates of the Sponsor so long as the Sponsor 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 Trust are no less favorable to the Trust 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 Trust shall not exceed one year, and such agreement shall be terminable without penalty upon one hundred twenty (120) days' prior written notice by the Trust;

(b) To establish, maintain, deposit into, and sign checks and/or otherwise draw upon, accounts on behalf of the Trust with appropriate banking and savings institutions;

(c) To deposit, withdraw, pay, retain and distribute the Trust Estate or any portion thereof in any manner consistent with the provisions of this Trust Agreement;

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

(e) To make or authorize the making of distributions to the Shareholders and expenses of the Trust out of the Trust Estate;

(f) To cause the Trust to appoint an agent to act on behalf of the Shareholders pursuant to Section 7.5;

(g) 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;

(h) 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;

(i) 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 Trust Estate;

(j) In the sole and absolute discretion of the Sponsor, to admit an Affiliate or Affiliates of the Sponsor as additional Sponsors;

(k) 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;

(l) To engage in Staking, but only if (and, then, only to the extent that) the Staking Condition has been satisfied;

(m) If the Staking Condition has been satisfied with respect to such activity, to execute any Liquidity Management Solutions;

(n) To perform such other services as the Sponsor believes that the Trust may from time to time require;

(o) To determine, in good faith, which peer-to-peer network, among a group of incompatible forks of the Hyperliquid Network, is generally accepted as HYPE and should therefore be considered "HYPE" for the Trust's purposes, which the Sponsor will determine based on a variety of then relevant factors, including (but not limited to) the following: (i) the Sponsor's beliefs regarding expectations of the core developers of the Hyperliquid Network, users, services businesses, miners and other constituencies and (ii) the actual, continued development, acceptance, mining power and community engagement; *provided* that the Sponsor shall not make a determination that would conflict with Section 1.5(c) or Section 6.4(p) of this Trust Agreement; and

(p) In general, but subject to Section 1.5 and Section 6.4 of this Trust Agreement, to do everything necessary, suitable or proper for the accomplishment of any purpose 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 or powers.

Section 6.3 *Obligations of the Sponsor*. In addition to the obligations expressly provided by the Delaware Trust Statute or this Trust Agreement, the Sponsor shall:

(a) Devote such of its time to the affairs of the Trust as it shall, in its discretion exercised in good faith, determine to be necessary to carry out the purposes of the Trust, as set forth in Section 1.5, 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 Trust and for the conduct of its affairs in all appropriate jurisdictions;

(c) Retain independent public accountants to audit the accounts of the Trust;

(d) Employ attorneys to represent the Sponsor and, as necessary, the Trust;

(e) Select and enter into agreements with the Trustee and any other service provider to the Trust;

(f) Use its best efforts to maintain the status of the Trust as a grantor trust for U.S. federal income tax purposes under Subpart E, Part I of Subchapter J of the Code;

(g) Monitor all fees charged to the Trust, and the services rendered by the service providers to the Trust, to determine whether the fees paid by, and the services rendered to, the Trust 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 Trust;

(h) Have fiduciary responsibility for the safekeeping and use of the Trust Estate, whether or not in the Sponsor's immediate possession or control;

(i) Not employ or permit others to employ the Trust Estate in any manner except for the benefit of the Trust, including, among other things, the utilization of any portion of the Trust Estate as compensating balances for the exclusive benefit of the Sponsor;

(j) At all times act with integrity and good faith and exercise due diligence in all activities relating to the Trust and in resolving conflicts of interest;

(k) Enter into an Authorized Participant Agreement with each Authorized Participant and discharge the duties and responsibilities of the Trust and the Sponsor thereunder;

(l) Receive directly or through its delegates from Authorized Participants and process properly submitted Creation Orders, as described in Section 3.3(a);

(m) Receive directly or through its delegates from Authorized Participants and process properly submitted Redemption Orders (if authorized), as described in Section 5.2(a), or as may from time to time be permitted by Section 5.3;

(n) Interact with the Custodian and any other party as required;

(o) If the Shares are listed, quoted or traded on any Secondary Market, cause the Trust to comply with all rules, orders and regulations of such Secondary Market to which the Trust 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 Trust is terminated or the Shares are no longer listed, quoted or traded on such Secondary Market;

(p) If the Shares are transferred in a transaction registered under the Securities Act or registered under the Exchange Act, cause the Trust 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 Trust is terminated or the Shares are no longer registered under the Exchange Act; and

(q) Take all actions to prepare and, to the extent required by this Trust Agreement or by law, mail to Shareholders any reports, press releases or statements, financial or otherwise, that the Sponsor 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 6.2 and Section 6.3 shall be construed as powers, and the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the general powers of the Sponsor. Any action by the Sponsor hereunder shall be deemed an action on behalf of the Trust, and not an action in an individual capacity.

Section 6.4 *General Prohibitions.*

The Trust shall not, and the Sponsor shall not have the power to cause the Trust to:

(a) Receive any property other than HYPE upon the issuance of Shares;

(b) Hold any property other than (i) HYPE, Incidental Rights and IR Virtual Currency, or (ii) cash from the sale of HYPE, Incidental Rights or IR Virtual Currency;

(c) Hold any IR Virtual Currency, except to the extent that (i) (x) holding IR Virtual Currency should not cause the Trust to be treated as other than a grantor trust for U.S. federal income tax purposes and (y) the Trust shall have received (1) a written opinion from a Tax Advisor or (2) a Tax Ruling, in each case, to that effect or (ii) that holding IR Virtual Currency is confirmed in Tax Guidance to be a permissible undertaking by a grantor trust;

(d) Accept or hold any Other Staking Consideration;

(e) Hold any cash from the sale of HYPE, Incidental Rights or IR Virtual Currency for more than thirty (30) Business Days prior to using such cash to pay Additional Trust Expenses, or to fund the redemption of Redemption Baskets, and distributing any remaining cash to the Shareholders;

(f) If the redemption of Shares is not authorized pursuant to Section 5.1, redeem any Shares other than upon the dissolution of the Trust;

(g) If the redemption of Shares is authorized pursuant to Section 5.1, redeem the Shares other than (i) to satisfy a Redemption Order from an Authorized

Participant, (ii) as provided in Section 5.2 or Section 5.3 or (iii) upon the dissolution of the Trust;

(h) Borrow money from, or loan money to, any Shareholder, the Sponsor, or any other Person; *provided* that, for the avoidance of doubt, the Trust shall not be prohibited from entering into any Liquidity Management Solutions for which the Staking Condition has been satisfied;

(i) Create, incur, assume or suffer to exist any lien, mortgage, pledge conditional sales or other title retention agreement, charge, security interest or encumbrance on or with respect to the Trust Estate, except for (i) liens for taxes not delinquent or being contested in good faith and by appropriate proceedings and for which appropriate reserves have been established and (ii) liens by the Trustee against the Trust property as security for any amounts owing to the Trustee hereunder;

(j) Commingle the Trust Estate with the assets of any other Person; *provided* that, for the avoidance of doubt, a portion of the Trust Estate may be held in the Settlement Balance from time to time in order to facilitate the creation and redemption of Shares;

(k) Permit rebates to be received by the Sponsor or any Affiliate of the Sponsor, or permit the Sponsor or any Affiliate of the Sponsor to engage in any reciprocal business arrangements which would circumvent the foregoing prohibition;

(l) Enter into any contract with the Sponsor or an Affiliate of the Sponsor (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 Trust without penalty on one hundred twenty (120) 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;

(m) Enter into any exclusive brokerage contract;

(n) Take advantage of any variations in the market to improve the investments of Shareholders, including variations based on the value of HYPE or, to the extent that the Staking Condition has been satisfied pursuant to a particular form of Staking, the amount of Native Staking Consideration;

(o) Elect to be treated as an association taxable as a corporation for U.S. federal income tax purposes;

(p) Subject to Section 1.5(c), but notwithstanding any other provision of this Trust Agreement, including Section 6.4(b), take any action that could cause the Trust to be treated other than as a grantor trust for U.S. federal income tax purposes; or

(q) Engage in any form of Staking, except to the extent the Staking Condition has been satisfied with respect thereto.

Section 6.5 *Liability of Covered Persons*. A Covered Person shall have no liability to the Trust or to any Shareholder or other Covered Person for any loss suffered by the Trust 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 Trust and such course of conduct did not constitute fraud, gross negligence, bad faith or willful misconduct of such Covered Person. Subject to the foregoing, neither the Sponsor nor any other Covered Person shall be personally liable for the return or repayment of all or any portion of the HYPE 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 Trust Agreement shall be made solely from the assets of the Trust without any rights of contribution from the Sponsor or any other Covered Person. A Covered Person shall not be liable for the conduct or misconduct of any delegate selected by the Sponsor with reasonable care.

Section 6.6 *Fiduciary Duty*.

(a) To the extent that, at law or in equity, the Sponsor has duties (including fiduciary duties) and liabilities relating thereto to the Trust, the Shareholders or any other Person, the Sponsor acting under this Trust Agreement shall not be liable to the Trust, the Shareholders or any other Person for its good faith reliance on the provisions of this Trust Agreement subject to the standard of care set forth in Section 6.5 herein. The provisions of this Trust Agreement, to the extent that they restrict or eliminate the duties and liabilities of the Sponsor otherwise existing at law or in equity are agreed by the parties hereto to replace such other duties and liabilities of the Sponsor. To the fullest extent permitted by law, no Person other than the Sponsor and the Trustee shall have any duties (including fiduciary duties) or liabilities at law or in equity to the Trust, the Shareholders or any other Person.

(b) Unless otherwise expressly provided herein, (i) whenever a conflict of interest exists or arises between the Sponsor or any of its Affiliates, on the one hand, and the Trust, any Shareholder or any other Person, on the other hand; or (ii) whenever this Trust Agreement or any other agreement contemplated herein provides that the Sponsor shall act in a manner that is, or provides terms that are, fair and reasonable to the Trust, any Shareholder or any other Person, the Sponsor 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 Sponsor, the resolution, action or terms so made, taken or provided by the Sponsor shall not constitute a breach of this Trust Agreement or any other agreement contemplated herein or of any duty or obligation of the Sponsor at law or in equity or otherwise.

(c) The Sponsor and any Affiliate of the Sponsor 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 Trust and the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to

the Sponsor. If the Sponsor acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Trust, it shall have no duty to communicate or offer such opportunity to the Trust, and the Sponsor shall not be liable to the Trust or to the Shareholders for breach of any fiduciary or other duty by reason of the fact that the Sponsor pursues or acquires for, or directs such opportunity to, another Person or does not communicate such opportunity or information to the Trust. Neither the Trust nor any Shareholder shall have any rights or obligations by virtue of this Trust Agreement or the trust relationship created hereby 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 Trust, shall not be deemed wrongful or improper. Except to the extent expressly provided herein, the Sponsor may engage or be interested in any financial or other transaction with the Trust, the Shareholders or any Affiliate of the Trust or the Shareholders.

(d) To the fullest extent permitted by law and notwithstanding any other provision of this Trust Agreement or in any agreement contemplated herein or applicable provisions of law or equity or otherwise, whenever in this Trust Agreement a Person is permitted or required to make a decision (i) 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 Trust, the Shareholders or any other Person, or (ii) 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 Trust Agreement shall mean subjective good faith as such term is understood and interpreted under Delaware law.

Section 6.7 *Indemnification of the Sponsor*.

(a) The Sponsor shall be indemnified by the Trust against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it in connection with its activities for the Trust, provided that (i) the Sponsor was acting on behalf of, or performing services for, the Trust and has determined, in good faith, that such course of conduct was in the best interests of the Trust and such liability or loss was not the result of fraud, gross negligence, bad faith, willful misconduct, or a material breach of this Trust Agreement on the part of the Sponsor and (ii) any such indemnification will be recoverable only from the Trust Estate. 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 Sponsor, or the withdrawal, adjudication of bankruptcy or insolvency of the Sponsor, or the filing of a voluntary or involuntary petition in bankruptcy under Title 11 of the United States Code by or against the Sponsor.

(b) Notwithstanding the provisions of Section 6.7(a) above, the Sponsor, any Authorized Participant and any other Person acting as a broker-dealer for the Trust 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.

(c) The Trust 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 Sponsor shall be paid by the Trust 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 Sponsor on behalf of the Trust; (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 Sponsor undertakes to repay the advanced funds with interest to the Trust in cases in which it is not entitled to indemnification under this Section 6.7.

(e) The term "Sponsor" as used only in this Section 6.7 shall include, in addition to the Sponsor, any other Covered Person performing services on behalf of the Trust and acting within the scope of the Sponsor's authority as set forth in this Trust Agreement.

(f) In the event the Trust 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 Trust affairs, such Shareholder (or assignees cumulatively) shall indemnify, defend, hold harmless, and reimburse the Trust for all such loss, liability, damage, cost and expense incurred, including attorneys' and accountants' fees.

Section 6.8 *Expenses and Limitations Thereon*.

(a) Sponsor's Fee.

(i) The Trust shall pay to the Sponsor a fee (the "**Sponsor's Fee**"), payable in HYPE (except as provided in Section 6.8(a)(iv)), which shall accrue daily in U.S. Dollars at an annual percentage rate, specified in the then effective Memorandum, of the NAV Fee Basis Amount 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 shall be based on the NAV Fee Basis Amount from the most recent Business Day, reduced by the accrued and unpaid Sponsor's Fee for such most recent Business Day and for each day after such most recent Business Day and

prior to the relevant calculation date. The amount of HYPE payable in respect of each daily U.S. Dollar accrual shall be determined by reference to the same Reference Rate Price used to determine such accrual. The Sponsor's Fee is payable to the Sponsor daily in arrears.

(ii) Except as provided in Section 6.8(a)(iv), to cause the Trust to pay the Sponsor's Fee, the Sponsor shall instruct the Custodian to withdraw from the HYPE Account the number of HYPE equal to the accrued but unpaid Sponsor's Fee and transfer such HYPE to the account designated by the Sponsor at such times as the Sponsor determines in its absolute discretion.

(iii) After the payment of the Sponsor's Fee to the Sponsor, the Sponsor may elect to convert the HYPE it receives into U.S. Dollars. The Shareholders acknowledge that the rate at which the Sponsor converts such HYPE to U.S. Dollars may differ from the rate at which the Sponsor's Fee was initially converted into HYPE. The Trust shall not be responsible for any fees and expenses incurred by the Sponsor to convert HYPE received in payment of the Sponsor's Fee into U.S. Dollars.

(iv) If the Trust holds any Incidental Rights and/or IR Virtual Currency at any time, the Trust may pay the Sponsor's Fee, in whole or in part, with such Incidental Rights and/or IR Virtual Currency by transferring such Incidental Rights and/or IR Virtual Currency to the Sponsor; *provided* that the Trust shall use Incidental Rights and/or IR Virtual Currency to pay the Sponsor's Fee only if such transfer does not otherwise conflict with the terms of this Trust Agreement. In the case of Incidental Rights or IR Virtual Currency, such Incidental Rights or IR Virtual Currency shall be transferred at a value to be determined in good faith by the Sponsor. If the Trust pays the Sponsor's Fee in Incidental Rights and/or IR Virtual Currency, in whole or in part, the amount of HYPE that would otherwise have been used to satisfy such payment shall be correspondingly reduced.

(v) The Sponsor may, from time to time, temporarily waive all or a portion of the Sponsor's Fee in its sole discretion.

(vi) As partial consideration for receipt of the Sponsor's Fee, the Sponsor shall assume and pay all fees and other expenses incurred by the Trust in the ordinary course of its affairs, excluding taxes, but including: (A) the Marketing Fee, (B) the Administrator Fee, (C) the Custodian Fee, (D) the Transfer Agent fee, (E) the Trustee fee, (F) 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, (G) ordinary course legal fees and expenses, (H) audit fees, (I) regulatory fees, including, if applicable, any fees relating to the registration of the Shares under the Securities Act or the Exchange Act, (J) printing and mailing costs, (K) costs of maintaining the Trust's website and (L) applicable license fees (each, a "**Sponsor-paid Expense**" and together, the

"**Sponsor-paid Expenses**"), *provided* that any expense that qualifies as Additional Trust Expenses as set forth in Section 6.8(b) shall be deemed to be Additional Trust Expenses and not a Sponsor-paid Expense.

(vii) In addition to the Sponsor's Fee, and as partial consideration for the Sponsor's facilitation of Staking, but only if (and, then, only to the extent that) the Staking Condition has been satisfied with respect thereto, the Sponsor shall be entitled to receive a fee (the "**Sponsor's Staking Fee**"), payable in HYPE, which shall accrue daily in U.S. Dollars in an amount calculated as a per annum percentage of any Staking Consideration received by the Trust, as may be directed by the Sponsor in its sole discretion and disclosed in the Trust's filings with the SEC from time to time. The Sponsor's Staking Fee is payable to the Sponsor daily in arrears.

(viii) The Sponsor may, from time to time, temporarily waive all or a portion of the Sponsor's Staking Fee in its sole discretion.

(b) Additional Trust Expenses.

(i) The Trust shall pay any expenses incurred by the Trust in addition to the Sponsor's Fee and the Sponsor's Staking Fee that are not Sponsor-paid Expenses, including, but not limited to, (A) taxes and governmental charges, (B) expenses and costs of any extraordinary services performed by the Sponsor (or any other service provider) on behalf of the Trust to protect the Trust or the interests of Shareholders (including in connection with any Incidental Rights or any IR Virtual Currency), (C) any indemnification of the Custodian, Administrator or other agents, service providers or counterparties of the Trust, (D) 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 (E) extraordinary legal fees and expenses, including any legal fees and expenses incurred in connection with litigation, regulatory enforcement or investigation matters (collectively, "**Additional Trust Expenses**").

(ii) To cause the Trust to pay the Additional Trust Expenses, if any, the Sponsor or its delegates (A) shall instruct the Custodian to withdraw HYPE from the HYPE Account in such quantity as may be necessary to permit payment of such Additional Trust Expenses and (B) may either (x) cause the Trust (or its delegate) to convert such HYPE into U.S. Dollars or other fiat currencies at the Actual Exchange Rate or (y) cause the Trust (or its delegate) to deliver such HYPE in kind in satisfaction of such Additional Trust Expenses.

(iii) If the Trust holds any Incidental Rights and/or IR Virtual Currency at any time, the Trust may pay any Additional Trust Expenses, in whole or in part, with such Incidental Rights and/or IR Virtual Currency by entering into an agreement with the relevant payee and transferring such Incidental Rights and/or IR Virtual Currency to that payee at a value to be determined in good faith

by the Sponsor; *provided* that the Trust shall use Incidental Rights and/or IR Virtual Currency to pay Additional Trust Expenses only if such transfer does not otherwise conflict with the terms of this Trust Agreement. In the case of Incidental Rights or IR Virtual Currency, such Incidental Rights or IR Virtual Currency shall be transferred at a value to be determined in good faith by the Sponsor. If the Trust pays the Additional Trust Expenses in Incidental Rights and/or IR Virtual Currency, in whole or in part, the amount of HYPE that would otherwise have been used to satisfy such payment shall be correspondingly reduced.

(c) The Sponsor or any Affiliate of the Sponsor may be reimbursed only for the actual cost to the Sponsor or such Affiliate of any expenses that it advances on behalf of the Trust for payment of which the Trust is responsible. In addition, payment to the Sponsor or such Affiliate for indirect expenses incurred in performing services for the Trust in its capacity as the Sponsor (or an Affiliate of the Sponsor) of the Trust, 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 Sponsor's "overhead," is prohibited.

Section 6.9 *Voluntary Withdrawal of the Sponsor*. The Sponsor may withdraw voluntarily as the Sponsor of the Trust only upon one hundred and twenty (120) days' prior written notice to all Shareholders and the Trustee. If the withdrawing Sponsor is the last remaining Sponsor, the Shareholders holding Shares equal to at least a majority (over 50%) of the Shares may vote to elect and appoint, effective as of a date on or prior to the withdrawal, a successor Sponsor who shall carry on the affairs of the Trust. If the Sponsor withdraws and a successor Sponsor is named, the withdrawing Sponsor shall pay all expenses as a result of its withdrawal.

Section 6.10 *Litigation*. The Sponsor 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 Trust's interests. The Sponsor 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 Trust'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 Trust Agreement) of the Sponsor.

Section 6.11 *Bankruptcy; Merger of the Sponsor*.

(a) The Sponsor shall not cease to be a Sponsor of the Trust 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 Trust Agreement shall be deemed to prevent the merger of the Sponsor with another corporation or other entity, the reorganization of the Sponsor into or with any other corporation or other entity, the transfer of all the capital stock of the Sponsor or the assumption of the rights, duties and liabilities of the Sponsor 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 6.9 or an Event of Withdrawal for purposes of Section 12.1(a)(iv).

## ARTICLE VII

## THE SHAREHOLDERS

Section 7.1 *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 Trust nor shall they enter into any transaction on behalf of the Trust or have the power to sign for or bind the Trust, said power being vested solely and exclusively in the Sponsor. Except as provided in Section 7.3 hereof, no Shareholder shall be bound by, or be personally liable for, the expenses, liabilities or obligations of the Trust in excess of its Percentage Interest of the Trust Estate. Except as provided in Section 7.3 hereof, each Share owned by a Shareholder shall be fully paid 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 Trust Estate. 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 Trust and vested with beneficial undivided interest in the Trust to the extent of the Shares owned beneficially by such Shareholder, subject to the terms and conditions of this Trust Agreement.

Section 7.2 *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 Sponsor information on all things affecting the Trust, provided that such information is for a purpose reasonably related to the Shareholder's interest as a beneficial owner of the Trust.

(b) The Shareholders shall receive the share of the distributions provided for in this Trust Agreement in the manner and at the times provided for in this Trust Agreement.

(c) Except for the Shareholders' transfer rights set forth in Article IV and the Shareholders' redemption rights set forth in Article V hereof, Shareholders shall have the right to demand a redemption of their Shares only upon the dissolution and

winding up of the Trust and only to the extent of funds available therefor, as provided in Section 12.2. In no event shall a Shareholder be entitled to demand or receive property other than cash upon the dissolution and winding up of the Trust. 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 Trust.

(d) Shareholders holding Shares representing at least a majority (over 50%) of the Shares may vote to appoint a successor Sponsor as provided in Section 6.10 or to continue the Trust as provided in Section 12.1(a)(iv).

Except as set forth above, the Shareholders shall have no voting or other rights with respect to the Trust.

Section 7.3 *Limitation of Liability*.

(a) Except as provided in Section 6.7(f) hereof, and as otherwise provided under Delaware law, the Shareholders shall be entitled to the same limitation of personal liability extended to stockholders of private corporations for profit organized under the General Corporation Law of Delaware and no Shareholder shall be liable for claims against, or debts of the Trust in excess of its Percentage Interest of the Trust Estate, except in the case of a Shareholder that is an Authorized Participant, in the event that the liability is founded upon misstatements or omissions contained in such Shareholder's Authorized Participant Agreement. In addition, and subject to the exceptions set forth in the immediately preceding sentence, the Trust 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 Delaware law, such Shareholder is liable to repay such amount.

(b) The Trust shall indemnify to the full extent permitted by law and the other provisions of this Trust Agreement, and to the extent of the Trust Estate, each Shareholder against any claims of liability asserted against such Shareholder solely because it is a beneficial owner of one or more Shares as a Shareholder.

(c) Every written note, bond, contract, instrument, certificate or undertaking made or issued by the Sponsor on behalf of the Trust shall give notice to the effect that the same was executed or made by or on behalf of the Trust and that the obligations of such instrument are not binding upon the Shareholders individually but are binding only upon the assets and property of the Trust, and no resort shall be had to the Shareholders' personal property for satisfaction of any obligation or claim thereunder, and appropriate references may be made to this Trust Agreement and may contain any further recital that the Sponsor deems appropriate, but the omission thereof shall not operate to bind the Shareholders individually or otherwise invalidate any such note, bond, contract, instrument, certificate or undertaking. Nothing contained in this Section 7.3 shall diminish the limitation on the liability of the Trust to the extent set forth in Section 3.6 hereof.

Section 7.4 *Derivative Actions*. Subject to any other requirements of applicable law including Section 3816 of the Delaware Trust Statute, no Shareholder shall have the right, power or authority to bring or maintain a derivative action, suit or other proceeding on behalf of the Trust 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 7.4 shall not apply to any derivative claims brought under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or the rules and regulations thereunder.

Section 7.5 *Appointment of Agents*.

(a) By the purchase and acceptance or other lawful delivery, acceptance or holding of the Shares, the Shareholders shall be deemed to agree that the Sponsor may cause the Trust to appoint an agent to act on their behalf in connection with any distribution of Incidental Rights and/or IR Virtual Currency if the Sponsor has determined in good faith that such appointment is reasonably necessary or in the best interests of the Trust and the Shareholders in order to facilitate the distribution of any Incidental Rights, and/or IR Virtual Currency. For the avoidance of doubt, the Sponsor may cause the Trust to appoint the Sponsor or any of its Affiliates to act in such capacity, subject to Section 6.2(a) of this Trust Agreement. Any Person appointed as agent of the Shareholders pursuant to this Section 7.5(a) (i) shall receive an in-kind distribution of Incidental Rights and/or IR Virtual Currency on behalf of the Shareholders of record with respect to such distribution and (ii) following receipt of any such distribution, shall determine, in such Person's sole discretion and without any direction from the Trust or the Sponsor (in its capacity as Sponsor of the Trust), whether and when to sell the distributed Incidental Rights and/or IR Virtual Currency on behalf of the record date Shareholders.

(b) Any agent appointed pursuant to Section 7.5(a) shall not receive any compensation in connection with its role as agent. The foregoing notwithstanding, any such agent shall be entitled to receive from any distribution of Incidental Rights and/or IR Virtual Currency, Incidental Rights and/or IR Virtual Currency with an aggregate fair market value equal to the amount of administrative and other reasonable expenses incurred by such agent in connection with such in-kind distribution of Incidental Rights and/or IR Virtual Currency, including expenses incurred by such agent in connection with any post-distribution sale of such Incidental Rights and/or IR Virtual Currency.

Section 7.6 *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 Trust, shall not be deemed wrongful or improper.

Section 7.7 *Authorization of Memorandum and Filings*. Each Shareholder (or any permitted assignee thereof) hereby agrees that the Trust, the Sponsor (and with respect to Section 7.7 hereof the Trustee) 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, the Memorandum or any such registration statements or such reports on behalf of the Trust without any further act, approval or vote of the Shareholders, notwithstanding any other provision of this Trust Agreement, the Delaware Trust Statute or any applicable law, rule or regulation.

## ARTICLE VIII

## BOOKS OF ACCOUNT AND REPORTS

Section 8.1 *Books of Account*. Proper books of account for the Trust shall be kept and shall be audited annually by an independent certified public accounting firm selected by the Sponsor in its sole discretion, and there shall be entered therein all transactions, matters and things relating to the Trust as are required by the applicable law and regulations and as are usually entered into books of account kept by trusts. The books of account shall be kept at the principal office of the Trust 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 Trust. Such books of account shall be kept, and the Trust 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 IX.

Section 8.2 *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 Sponsor shall furnish each Shareholder with an annual report of the Trust within one hundred and eighty (180) calendar days after the Trust'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 Sponsor shall prepare and publish the Trust's Annual Reports and Quarterly Reports as required by the rules and regulations of such Secondary Market or the SEC, as applicable.

Section 8.3 *Tax Information*. Appropriate tax information (adequate to enable each Shareholder to complete and file its U.S. federal tax return) shall be delivered to

each Shareholder following the end of each Fiscal Year but, to the extent possible, no later than April 1. All such information shall be prepared, and all of the Trust's tax returns shall be filed, in a manner consistent with the treatment of the Trust as a grantor trust. The Trust's taxable year shall be the calendar year. The Trust shall comply with all U.S. federal withholding requirements respecting distributions to, or receipts of amounts on behalf of, Shareholders that the Trust reasonably believes are applicable under the Code. The consent of Shareholders shall not be required for such withholding.

Section 8.4 *Calculation of NAV*.

(a) The Sponsor or its delegate shall calculate and publish the Trust's NAV on each Business Day as of 4:00 p.m., New York time, or as soon as practicable thereafter. In order to calculate the NAV, the Sponsor shall:

1. Determine the Reference Rate Price as of such Business Day;

2. Multiply the Reference Rate Price by the Trust's aggregate number of HYPE owned by the Trust as of 4:00 p.m., New York time, on the immediately preceding day, less the aggregate number of HYPE payable as (i) the accrued and unpaid Sponsor's Fee and (ii) the accrued and unpaid Sponsor's Staking Fee, in each case as of 4:00 p.m., New York time, on the immediately preceding day;

3. Add the U.S. Dollar value of HYPE, calculated using the Reference Rate Price, receivable under pending Creation Orders, if any, determined by multiplying the number of the Creation Baskets represented by such Creation Orders by the Basket Amount and then multiplying such product by the Reference Rate Price;

4. Subtract the U.S. Dollar amount of accrued and unpaid Additional Trust Expenses, if any;

5. Subtract the U.S. Dollar value of the HYPE, calculated using the Reference Rate Price, which are either (i) to be distributed under pending Redemption Orders, if any, determined by multiplying the number of Redemption Baskets represented by such Redemption Orders by the Basket Amount and then multiplying such product by the Reference Rate Price, or (ii) to be distributed to Shareholders pursuant to a binding obligation of the Trust following the declaration of an in-kind dividend (including through interests in any liquidating trust or other vehicle formed to hold HYPE) (the amount derived from steps 1 through 5 above, the "**NAV Fee Basis Amount**"); and

6. Subtract the U.S. Dollar amount of the Sponsor's Fee that accrues for such Business Day, as calculated based on the NAV Fee Basis Amount for such Business Day; and

7. Subtract the U.S. Dollar amount of any HYPE payable as part of the Sponsor's Staking Fee that accrues for such Business Day.

(b) Notwithstanding the foregoing, (i) in the event that the Sponsor determines that the methodology used to determine the Reference Rate Price is not an appropriate basis for valuation of the Trust's HYPE, the Sponsor shall use an alternative methodology as set forth in the Trust's Memorandum and (ii) in the event that the Trust holds any Incidental Rights and/or IR Virtual Currency, the Sponsor may, at its discretion, include the value of such Incidental Rights and/or IR Virtual Currency in the determination of the Trust's NAV, provided that the Sponsor has determined in good faith a method for assigning an objective value to such Incidental Rights and/or IR Virtual Currency.

Section 8.5 *Maintenance of Records*. The Sponsor shall maintain for a period of at least six Fiscal Years (a) all books of account required by Section 8.1 hereof; (b) a list of the names and last known address of, and number of Shares owned by, all Shareholders; (c) a copy of the Certificate of Trust and all certificates of amendment thereto; (d) executed copies of any powers of attorney pursuant to which any certificate has been executed; (e) copies of the Trust's U.S. federal, state and local income tax returns and reports, if any; (f) copies of any effective written Trust Agreements, Authorized Participant Agreements, including any amendments thereto; and (g) any financial statements of the Trust. The Sponsor may keep and maintain the books and records of the Trust in paper, magnetic, electronic or other format as the Sponsor may determine in its sole discretion, *provided* that the Sponsor shall use reasonable care to prevent the loss or destruction of such records. If there is a conflict between this Section 8.5 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 IX

## FISCAL YEAR

Section 9.1 *Fiscal Year*. The fiscal year of the Trust for financial accounting purposes (the "**Fiscal Year**") shall begin on the 1st day of January and end on the 31st day of December of each year. The Fiscal Year in which the Trust shall terminate shall end on the date of such termination.

## ARTICLE X

## AMENDMENT OF TRUST AGREEMENT; MEETINGS

Section 10.1 *Amendments to the Trust Agreement*.

(a) *Amendment Generally*.

(i) Except as otherwise specifically provided in this Section 10.1, the Sponsor, in its sole discretion and without Shareholder consent, may amend or otherwise supplement this Trust Agreement by making an amendment, an agreement supplemental hereto, or an amended and restated declaration of trust and trust agreement. Any such restatement, amendment and/or supplement hereto shall be effective on such date as designated by the Sponsor in its sole discretion; *provided* that unless, (x) pursuant to a final "determination" within the meaning of Section 1313(a) of the Code, it shall have been established that the Trust is other than a grantor trust for U.S. federal income tax purposes, (y) (A) the proposed amendment should not cause the Trust to be treated as other than a grantor trust for U.S. federal income tax purposes and (B) the Sponsor shall have received a written opinion of a Tax Advisor to that effect or (z) the proposed amendment is necessary or desirable, as determined by the Sponsor in its reasonable discretion, to conform to any Tax Guidance setting forth, or relating to, the conditions under which a trust may engage in one or more forms of Staking while continuing to be classified as a grantor trust for U.S. federal income tax purposes, the Sponsor shall not be permitted to make any such restatement, amendment, or otherwise supplement this Trust Agreement, if such restatement, amendment or supplement could permit the Sponsor, the Trustee or any other Person to vary the investment of the Shareholders (within the meaning of Treasury Regulations Section 301.7701-4(c)) or could otherwise adversely affect the status of the Trust as a grantor trust for U.S. federal income tax purposes.

(ii) To the extent that a restatement, amendment or supplement to this Trust Agreement materially adversely affects the interests of the Shareholders as determined by the Sponsor in its sole discretion, such restatement, amendment or supplement shall not be effective any earlier than twenty (20) calendar days after receipt by the affected Shareholders of a notice provided by the Sponsor with respect to any such restatement, amendment or supplement of this Trust Agreement. Notice pursuant to this Section 10.1(a)(ii) may be given by the Sponsor to the Shareholder by email or other electronic transmission and shall be deemed given upon receipt without requirement of confirmation.

(iii) In lieu of restating, amending or supplementing this Trust Agreement pursuant to Section 10.1(a)(ii), the Sponsor may, in its sole discretion, condition any restatement, amendment and/or supplement to this Trust Agreement upon the approval of Shareholders holding Shares equal to at least a majority (over 50%) of the Shares (not including Shares held by the Sponsor and its Affiliates). In the Sponsor's sole discretion, the Sponsor may, but is not obligated to, provide that a Shareholder shall be deemed to approve to a restatement, amendment or supplement of this Trust Agreement pursuant to this Section 10.1(a)(iii) if the Sponsor has notified such Shareholder in writing of the proposed restatement, amendment or supplement and the Shareholder has not, within twenty (20) calendar days of such notice, notified the Sponsor in writing that the Shareholder objects to such modification or amendment. Notice pursuant to this Section 10.1(a)(iii) may be given by the Sponsor to the Shareholder by email or

other electronic transmission and shall be deemed given upon receipt without requirement of confirmation.

(b) Without limitation of the foregoing, the Sponsor may, without the approval of the Shareholders, amend the provisions of this Trust Agreement if the Trust is advised at any time by the Trust's accountants or legal counsel that the amendments made are necessary to ensure that the Trust's status as a grantor trust will be respected for U.S. federal income tax purposes.

(c) No amendment affecting the rights or duties of the Trustee shall be binding upon or effective against the Trustee unless consented to by the Trustee in writing. No amendment shall be made to this Trust Agreement without the consent of the Trustee if the Trustee reasonably believes that such amendment adversely affects any of its rights, duties or liabilities. The Trustee shall be under no obligation to execute any amendment to the Trust Agreement or to any agreement to which the Trust is a party until it has received an instruction letter from the Sponsor, in form and substance reasonably satisfactory to the Trustee (i) directing the Trustee to execute such amendment, (ii) representing and warranting to the Trustee that such execution is authorized and permitted by the terms of the Trust Agreement and (if applicable) such other agreement to which the Trust is a party and does not conflict with or violate any other agreement to which the Trust is a party and (iii) confirming that such execution and acts related thereto are covered by the indemnity provisions of the Trust Agreement in favor of the Trustee and do not adversely affect the Trustee.

(d) Upon amendment of this Trust Agreement, the Certificate of Trust shall also be amended, if required by the Delaware Trust Statute, to reflect such change. At the expense of the Sponsor, the Trustee shall execute and file any amendment to the Certificate of Trust if so directed by the Sponsor.

(e) To the fullest extent permitted by law, no provision of this Trust Agreement may be amended, waived or otherwise modified orally but only by a written instrument adopted in accordance with this Section 10.1.

Section 10.2 *Meetings of the Trust*. Meetings of the Shareholders may be called by the Sponsor in its sole discretion. The Sponsor 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 10.3 *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 Trust or any Shareholder, as contemplated by this Trust Agreement, is solicited by the Sponsor, the solicitation shall be effected by notice to each Shareholder given in the manner provided

in Section 13.6. 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 13.6 and actually received by the Trust within twenty (20) days after the notice of solicitation is sent. The Covered Persons dealing with the Trust shall be entitled to act in reliance on any vote or consent that is deemed cast or granted pursuant to this Section 10.3 and shall be fully indemnified by the Trust 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 13.6.

## ARTICLE XI

## TERM

Section 11.1 *Term*. The term for which the Trust is to exist shall be perpetual, unless terminated pursuant to the provisions of Article XII hereof or as otherwise provided by law.

## ARTICLE XII

## TERMINATION

Section 12.1 *Events Requiring Dissolution of the Trust*.

(a) The Trust shall dissolve at any time upon the happening of any of the following events:

(i) a U.S. federal or state regulator requires the Trust to shut down or forces the Trust to liquidate its HYPE or seizes, impounds or otherwise restricts access to the Trust Estate;

(ii) any ongoing event exists that either prevents the Trust from making or makes impractical the Trust's reasonable efforts to make a fair determination of the Reference Rate Price;

(iii) any ongoing event exists that either prevents the Trust from converting or makes impractical the Trust's reasonable efforts to convert HYPE to U.S. Dollars; or

(iv) a certificate of dissolution or revocation of the Sponsor's charter is filed (and ninety (90) days have passed after the date of notice to the Sponsor of revocation without a reinstatement of the Sponsor's charter) or the withdrawal, adjudication or admission of bankruptcy or insolvency of the Sponsor (each of the foregoing events an "**Event of Withdrawal**") has occurred unless

(A) at the time there is at least one remaining Sponsor or (B) within ninety (90) days of such Event of Withdrawal Shareholders holding at least a majority (over 50%) of the Shares agree in writing to continue the affairs of the Trust and to select, effective as of the date of such event, one or more successor Sponsors.

(b) The Sponsor may, in its sole discretion, dissolve the Trust if any of the following events occur:

(i) the SEC determines that the Trust is an investment company required to be registered under the Investment Company Act of 1940;

(ii) the CFTC determines that the Trust is a commodity pool under the Commodity Exchange Act;

(iii) the Trust 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 Trust is required to obtain a license or make a registration under any state law regulating money transmitters, money services businesses, providers of prepaid or stored value or similar entities, or virtual currency businesses;

(v) the Trust becomes insolvent or bankrupt;

(vi) the Custodian resigns or is removed without replacement;

(vii) all of the Trust's HYPE are sold;

(viii) the Sponsor determines that the size of the Trust Estate in relation to the expenses of the Trust makes it unreasonable or imprudent to continue the affairs of the Trust;

(ix) the Sponsor receives notice from the IRS or from counsel for the Trust or the Sponsor that the Trust fails to qualify for treatment, or will not be treated, as a grantor trust under the Code;

(x) the Trustee notifies the Sponsor of the Trustee's election to resign and the Sponsor does not appoint a successor trustee within one hundred and eighty (180) days; or

(xi) the Sponsor determines, in its sole discretion, that it is desirable or advisable for any reason to discontinue the affairs of the Trust.

(c) The death, legal disability, bankruptcy, insolvency, dissolution, or withdrawal of any Shareholder (as long as such Shareholder is not the sole Shareholder of the Trust) shall not result in the termination of the Trust, 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 Trust Estate and any right to an audit or examination of the books of account for the Trust, except for such rights as are set forth in Article VIII hereof relating to the books of account and reports of the Trust.

Section 12.2 *Distributions on Dissolution*. Upon the dissolution of the Trust, the Sponsor (or in the event there is no Sponsor, such person (the "**Liquidating Trustee**") as the majority in interest of the Shareholders may propose and approve) shall take full charge of the Trust Estate. Any Liquidating Trustee 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 Sponsor under the terms of this Trust Agreement, subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers, and provided that the Liquidating Trustee shall not have general liability for the acts, omissions, obligations and expenses of the Trust. Thereafter, in accordance with Section 3808(e) of the Delaware Trust Statute, the affairs of the Trust shall be wound up and all assets owned by the Trust 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 Trust (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 Trust Estate.

Section 12.3 *Termination; Certificate of Cancellation*. Following the dissolution and distribution of the assets of the Trust, the Trust shall terminate and the Sponsor or the Liquidating Trustee, as the case may be, shall instruct the Trustee to execute and cause such certificate of cancellation of the Certificate of Trust to be filed in accordance with the Delaware Trust Statute at the expense of the Sponsor or the Liquidating Trustee, as the case may be. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Trust as a separate legal entity shall continue until the filing of such certificate of cancellation.

## ARTICLE XIII

## MISCELLANEOUS

Section 13.1 *Governing Law*. The validity and construction of this Trust Agreement and all amendments hereto shall be governed by the laws of the State of Delaware, and the rights of all parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflict of laws provisions thereof; *provided*, *however*, that causes of action for

violations of U.S. federal or state securities laws shall not be governed by this Section 13.1, and *provided*, *further*, that the parties hereto intend that the provisions hereof shall control over any contrary or limiting statutory or common law of the State of Delaware (other than the Delaware Trust Statute) and that, to the maximum extent permitted by applicable law, there shall not be applicable to the Trust, the Trustee, the Sponsor, the Shareholders or this Trust Agreement any provision of the laws (statutory or common) of the State of Delaware (other than the Delaware Trust Statute) pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges, (b) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust, (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of real or personal property, (d) fees or other sums payable to trustees, officers, agents or employees of a trust, (e) the allocation of receipts and expenditures to income or principal, (f) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding of trust assets, or (g) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or managers that are inconsistent with the limitations on liability or authorities and powers of the Trustee or the Sponsor set forth or referenced in this Trust Agreement. Section 3540 of Title 12 of the Delaware Code shall not apply to the Trust. The Trust shall be of the type commonly called a "statutory trust," and without limiting the provisions hereof, but subject to Section 1.5 and Section 1.6, the Trust may exercise all powers that are ordinarily exercised by such a statutory trust under Delaware law. Subject to Section 1.5 and Section 1.6, the Trust specifically reserves the right to exercise any of the powers or privileges afforded to statutory trusts and the absence of a specific reference herein to any such power, privilege or action shall not imply that the Trust may not exercise such power or privilege or take such actions.

Section 13.2 *Provisions In Conflict With Law or Regulations*.

(a) The provisions of this Trust Agreement are severable, and if the Sponsor shall determine, with the advice of counsel, that any one or more of such provisions (the "**Conflicting Provisions**") are in conflict with the Code, the Delaware Trust Statute, the Securities Act, if applicable, or other applicable 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 Trust Agreement, even without any amendment of this Trust Agreement pursuant to this Trust Agreement; *provided*, *however*, that such determination by the Sponsor shall not affect or impair any of the remaining provisions of this Trust Agreement or render invalid or improper any action taken or omitted prior to such determination. No Sponsor or Trustee shall be liable for making or failing to make such a determination.

(b) If any provision of this Trust 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 Trust Agreement in any jurisdiction.

Section 13.3 *Counsel to the Trust*. Counsel to the Trust may also be counsel to the Sponsor and its Affiliates. The Sponsor may execute on behalf of the Trust and the Shareholders any consent to the representation of the Trust 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 Trust has selected Davis Polk & Wardwell LLP as legal counsel to the Trust ("**Trust Counsel**"). Trust Counsel shall not represent any Shareholder in the absence of a clear and explicit agreement to such effect between the Shareholder and Trust Counsel (and that only to the extent specifically set forth in that agreement), and in the absence of any such agreement Trust Counsel shall owe no duties directly to a Shareholder. Each Shareholder agrees that, in the event any dispute or controversy arises between any Shareholder and the Trust, or between any Shareholder or the Trust, on the one hand, and the Sponsor (or an Affiliate thereof that Trust Counsel represents), on the other hand, that Trust Counsel may represent either the Trust or the Sponsor (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 Trust Counsel has in the past represented any Shareholder with respect to other matters, Trust Counsel has not represented the interests of any Shareholder in the preparation and negotiation of this Trust Agreement.

Section 13.4 *Merger and Consolidation*. Subject to the provisions of Section 1.5 and Section 1.6, the Sponsor may cause (i) the Trust to be merged into or consolidated with, converted to or to sell all or substantially all of its assets to, another trust or entity; (ii) the Shares of the Trust to be converted into beneficial interests in another statutory trust (or series thereof); or (iii) the Shares of the Trust to be exchanged for shares in another trust or company under or pursuant to any U.S. state or federal statute to the extent permitted by law. For the avoidance of doubt, subject to the provisions of Section 1.5, the Sponsor, 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.

Section 13.5 *Construction*. In this Trust 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 Trust Agreement.

Section 13.6 *Notices*. All notices or communications under this Trust Agreement (other than notices of pledge or encumbrance of Shares, and reports and notices by the Sponsor 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 Trust 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 Sponsor in writing.

Any reports or notices by the Sponsor to the Shareholders which are given electronically shall be sent to the addresses set forth in the books and records of the Trust and shall be effective upon receipt without requirement of confirmation. 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 that are required to be provided to the Trustee shall be sent to:

CSC Delaware Trust Company
Attention: Corporate Trust Administration
251 Little Falls Drive
Wilmington, DE 19808

All notices that the Trustee is required to provide shall be sent to:

if to the Trust, at

Grayscale HYPE ETF
290 Harbor Drive, 4th Floor
Stamford, CT 06902
Attention: Grayscale Investments Sponsors, LLC

if to the Sponsor, at

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

Section 13.7 *Counterparts; Electronic Signatures*. This Trust 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 Trust 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 13.8 *Binding Nature of Trust Agreement*. The terms and provisions of this Trust 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 Trust and the Sponsor may rely upon the Trust records as to who are Shareholders and permitted assignees, and all Shareholders and assignees agree that the Trust and the Sponsor, in determining such rights, shall rely on such records and that Shareholders and their assignees shall be bound by such determination.

Section 13.9 *No Legal Title to Trust Estate*. Subject to the provisions of Section 1.7 in the case of the Sponsor, the Shareholders shall not have legal title to any part of the Trust Estate.

Section 13.10 *Creditors*. No creditors of any Shareholders shall have any right to obtain possession of, or otherwise exercise legal or equitable remedies with respect to the Trust Estate.

Section 13.11 *Integration*. This Trust Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 13.12 *Goodwill; Use of Name*. No value shall be placed on the name or goodwill of the Trust, which shall belong exclusively to Grayscale Investments Sponsors, LLC.

Section 13.13 *Alternative Procedures for Creation and Redemption*.

(a) Notwithstanding Sections 3.1, 3.3, 6.4(a) and 6.4(b), the Trust may, and the Sponsor shall have the power to cause the Trust 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 Sponsor, on the date a Cash Order for creation is placed and accepted, the Trust shall have received and be simultaneously in possession of (A) from the applicable Liquidity Provider, HYPE in an amount equal to the Total Basket Amount in respect of such Cash Order (the "**Required Creation HYPE**") and (B) from such Authorized Participant, cash in an amount at least equal to the full purchase price to be paid by the Trust to such Liquidity Provider in exchange for the Required Creation HYPE (such purchase price, the "**Required Creation Cash**," and such receipt and simultaneous possession of the Required Creation HYPE 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 Trust 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 13.13;

(ii) If the Creation Settlement Condition is met with respect to such Cash Order, the Sponsor shall cause the Trust to deliver, promptly and in full satisfaction of the Trust'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 Trust 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 Sponsor shall cause the Trust to return, promptly and in full satisfaction of the Trust's obligations to the applicable Liquidity Provider and Authorized Participant in respect of such Cash Order, any and all cash and HYPE previously received by the Trust in connection with such Cash Order to such Authorized Participant (in the case of cash) or Liquidity Provider (in the case of HYPE); and

(iv) The Sponsor, 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 Trust or the Trust Estate arising from or in connection with, such Cash Order and (B) to fully indemnify and hold the Trust harmless against any failure by such person to perform its obligations in respect of such Cash Order.

(b) Notwithstanding Section 5.2, during any time at which the Sponsor has authorized a redemption program, the Trust may, and the Sponsor shall have the power to cause the Trust 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 Sponsor, on the date a Cash Order for redemption is placed and accepted, the Trust shall have received and be simultaneously in possession of (A) from the applicable Liquidity Provider, cash proceeds from the sale of HYPE in an amount equal to the Total Basket Amount in respect of such Cash Order (the "**Required Redemption Cash**"), provided, that such cash shall be held by the Trust 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 13.13, 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 Sponsor shall cause the Trust to deliver, promptly and in full satisfaction of the Trust's obligations to the applicable Liquidity Provider and such Authorized Participant in respect of such Cash Order, (A) to the applicable Liquidity Provider, HYPE in an amount equal to 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 Sponsor shall cause the Trust to return, promptly and in full satisfaction of the Trust'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 Trust 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 Sponsor, 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 Trust or the Trust Estate arising from or in connection with, such Cash Order and (B) to fully indemnify and hold the Trust harmless against any failure by such person to perform its obligations in respect of such Cash Order.

(c) The Sponsor from time to time may, but shall have no obligation to, modify or supplement the requirements set forth in Section 13.13(a) and Section 13.13(b), but only if the Sponsor, with advice of counsel, has determined that creating or redeeming Shares (as the case may be) pursuant to such modified or supplemented requirements should not cause the Trust to be treated other than as a grantor trust for U.S. federal income tax purposes.

(d) By the purchase and acceptance or other lawful delivery, acceptance or holding of the Shares, the Shareholders shall be deemed to have acknowledged and agreed that any action taken in the manner contemplated by this Section 13.13 shall be permitted under Section 1.5 and Section 6.4(p). For the avoidance of doubt, the definitions of any defined terms used in this Trust Agreement shall be deemed modified or supplemented to the extent necessary for the Sponsor and the Trust to effectuate any action taken in the manner contemplated by this Section 13.13; *provided, however*, that neither the Required Creation Cash nor the Required Redemption Cash shall be considered to be part of the Trust Estate.

Section 13.14 *Corporate Transparency Act*. The Corporate Transparency Act (31 U.S.C. § 5336) and its implementing regulations (collectively, the "**CTA**"), may require the Trust to file reports with the U.S. Financial Crimes Enforcement Network. It shall be Sponsor's duty, and not the Trustee's duty, to prepare such filings, cause the Trust to make such filings, and to cause the Trust to comply with its obligations under the CTA, if any.

[*Signature Page Follows*]

**IN WITNESS WHEREOF**, the undersigned have duly executed this Amended and Restated Declaration of Trust and Trust Agreement as of the day and year first above written.

**CSC DELAWARE TRUST COMPANY**,
as Trustee

By: /s/ James Grier
Name: James Grier
Title: Vice President

**GRAYSCALE INVESTMENTS SPONSORS, LLC**,
as Sponsor

By: /s/ Craig Salm
Name: Craig Salm
Title: Chief Legal Officer

# AUTHORIZED PARTICIPANT AGREEMENT

AUTHORIZED PARTICIPANT AGREEMENT (this "**Agreement**") dated as of [●] among: (i) [●] (the "**Authorized Participant**"); (ii) Grayscale Investments Sponsors, LLC, except as otherwise specified herein, acting in its capacity as sponsor or manager (the "**Sponsor**") of each investment vehicle listed on Schedule V attached hereto and incorporated herein, as the same may be amended from time to time by the Sponsor with the consent of the Authorized Participant (e-mail being sufficient), except that the Sponsor may remove any investment vehicle at any time in its sole discretion, (each, the applicable "**Product**" when referred to throughout the remainder of this Agreement). Each Product is either created under Delaware law pursuant to its applicable declaration of trust and trust agreement listed on Schedule V attached hereto between CSC Delaware Trust Company acting in its capacity as Trustee (the "**Trustee**") and the Sponsor (each, the applicable "**Trust Agreement**" when referred to throughout the remainder of this Agreement) or is a Cayman Islands limited liability company created pursuant to a limited liability company agreement between the Sponsor and the shareholders of such Product (the **"LLC 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 Product.

## R E C I T A L S

A. Pursuant to the provisions of the Trust Agreement or the LLC Agreement, the Product may from time to time issue or redeem equity securities representing common units of fractional undivided beneficial interest in the profits, losses, distributions, capital and assets of, and ownership of, the Product ("**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 Product.

B. [●] has requested to become an "Authorized Participant" with respect to the Product (as such term is defined in the Trust Agreement or the LLC Agreement), and the Sponsor and the Distributor (as such term is defined in the Trust Agreement or 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, NYSE Arca (as defined herein) has obtained necessary regulatory approval from the U.S. Securities and Exchange Commission ("**SEC**") to amend its listing rules to permit the Product to create and redeem Shares pursuant to In-Kind Orders (as defined herein) (the "**In-Kind Regulatory Approval**"), and thus the procedures described herein under Section 8, and any other references to In-Kind Orders, may now be operative.

D. As In-Kind Regulatory Approval was received, 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 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 Sponsor may designate Grayscale Securities, LLC or any other party, including affiliates or its agents, which may include the Product (such party, the "**Sponsor 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 Sponsor Agent, not the Sponsor, *provided* that for the avoidance of doubt, (i) any such action taken by the Sponsor or any Sponsor 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 Product, and (ii) the Product 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 Product in compliance with procedures provided in the Trust Agreement or 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 Trust Agreement or 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 Trust Agreement or 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) 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 Sponsor 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 Product, or send any materials related to the Product, to any prospective investor, or accept any contribution or payment in connection with an investment in the Product (including, without limitation, any Creation and Redemption transactions with the Product) 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 Digital Assets, that would be paid to the Authorized Participant in connection with an investment in the Product, 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 Product, the Sponsor or the Sponsor 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 Product by such prospective investor would cause the Authorized Participant, any of its AP Designees (as applicable), the Product, the Sponsor or the Sponsor 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 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 Product and (ii) will be active at the time of a Creation or Redemption transaction with the Product.

(i) The Authorized Participant hereby represents, covenants, and warrants that 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 Product.

(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 Sponsor 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. Staking. The Sponsor may stake a portion of the Product's assets, where eligible. The parties acknowledge and agree that the Sponsor's staking program has been constructed in a way that redemption requests are expected to be met without disruption and within normal Product settlement cycles.

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, Sponsor and Authorized Participant shall be directed to the address, e-mail address or facsimile number indicated below:

(vii) 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

(viii) If to the Sponsor:

Grayscale Investments Sponsors, LLC
Attn: ETF Team
290 Harbor Drive, 4th Floor
Stamford, CT 06902
Telephone: (212)668-1427
E-Mail: ETFGS@grayscale.com

(ix) 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. The following procedures apply to creations or redemptions in which the Authorized Participant or its AP Designees will deliver Digital Assets from, or receive Digital Assets in, an Authorized Participant Self-Administered Account ("**In-Kind Orders**"). It shall be at the Sponsor's sole and absolute discretion, on a case-by-case basis, whether to accept In-Kind Orders in lieu of cash. EACH OF THE PARTIES HERETO ACKNOWLEDGES AND AGREES THAT DIGITAL ASSET TRANSFERS MAY BE IRREVERSIBLE.

(a) The Authorized Participant shall identify to the Sponsor or its delegates with one or more Authorized Participant Self-Administered Accounts maintained by the Authorized Participant or its AP Designee, which such Authorized Participant Self-Administered Accounts must be approved by the Sponsor in its sole discretion. If the Authorized Participant becomes unable to continue to identify to the Sponsor at least one Authorized Participant Self-Administered Account, the Authorized Participant shall give immediate notice to the Sponsor 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 Sponsor or the Product in connection with any Order.

(e) To the extent that the Authorized Participant (or its AP Designee) or the Sponsor (or its Sponsor 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.

(f) In the event that the AP Designee fails to deliver Digital Assets to an Authorized Participant Self-Administered Account pursuant to a Creation Order or Redemption Order, as applicable, the Authorized Participant may provide cash in accordance with the Cash Order procedures under Section 9, subject to the Sponsor's acceptance of such Order in its sole discretion. In such event, the amount of cash that the Authorized Participant delivers to the Sponsor may include additional fees or expenses attributable to such change in creation method (including, but not limited to, changes in price of the Digital Asset between the time that the Order was placed and Authorized Participant's delivery, as well as actual transaction costs), as determined in the Sponsor's sole discretion.

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 Sponsor 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 Product, (ii) is previously known to the Custodian (or the Sponsor or its delegates) and (iii) is currently active at the time of a Creation or Redemption transaction with the Product (each, a "**Liquidity Provider Account**" and, together with each Digital Asset Account and Authorized Participant Self-Administered Account, an "**Account**"). If the Sponsor is unable to identify at least one Liquidity Provider

Account, the Sponsor 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 Sponsor 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 Sponsor or the Product in connection with Creation Orders and Redemption Orders.

(f) To the extent that the Authorized Participant, Sponsor 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 Sponsor 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 Product or any other Person (each, a "**Cash Transaction**"), are not acting, and are not authorized to act, for or on behalf of the Product. For the avoidance of doubt, neither the Product 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 Sponsor, 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 Product 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 Product 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 Sponsor 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 Product with respect to, and to irrevocably waive any and all claims against the Product or the Product Estate (as defined in the Trust Agreement or the LLC Agreement) arising from or in connection with, such Alternate Cash Order and (B) to fully indemnify and hold the Product 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 Product 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 Product 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 Sponsor from time to time without the consent of the Authorized Participant by the following procedure: the Transfer Agent or the Sponsor 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 Sponsor determines that the Authorized Participant or its AP Designee has breached the provisions of Sections 5(a) and 5(d) through 5(f), the Sponsor 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 Trust Agreement or 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 Product.

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 Product or the Sponsor 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 Product, the Sponsor 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 Product, the Sponsor 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.

[**AUTHORIZED PARTICIPANT LEGAL NAME**], as Authorized Participant

By: _____
Name:
Title:

**GRAYSCALE INVESTMENTS SPONSORS, LLC**, as Sponsor

By: _____
Name:
Title:

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

By: _____
Name:
Title:

## SCHEDULE I - CREATION AND REDEMPTION PROCEDURES

---

## TABLE OF CONTENTS - SCHEDULE I


ARTICLE I DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION
- Section 1.01 Definitions
- Section 1.02 Interpretation

ARTICLE II CREATION PROCEDURES
- Section 2.01 Creation of Shares Pursuant to In-Kind Orders
- Section 2.02 Creation of Shares Pursuant to Cash Orders
- Section 2.03 Creation of Shares Pursuant to Alternate Cash Orders
- Section 2.04 Suspension or Rejection of Creation of Shares

ARTICLE III REDEMPTION PROCEDURES
- Section 3.01 Redemption of Shares Pursuant to In-Kind Orders
- Section 3.02 Redemption of Shares Pursuant to Cash Orders
- Section 3.03 Redemption of Shares Pursuant to Alternate Cash Orders
- Section 3.04 Suspension or Rejection of Redemption of Shares

ANNEX I-A TO CREATION AND REDEMPTION PROCEDURES
- Creation/Redemption Order Form

ANNEX I-B TO CREATION AND REDEMPTION PROCEDURES
- Order Entry System Terms and Conditions

## CREATION AND REDEMPTION PROCEDURES

CREATION AND REDEMPTION PROCEDURES FOR AUTHORIZED PARTICIPANT AGREEMENTS (the "**Procedures**") adopted by the Sponsor, 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 Account**" shall mean the account maintained by the Transfer Agent in the name of the Product 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.

"**Alternate Cash Order**" shall mean a Cash Order pursuant to the alternative procedures for creation and redemption of Shares set forth in Section 13.12 of the Trust Agreement or the LLC Agreement, as applicable, as may be amended or supplemented from time to time.

**"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 Sponsor 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, on any Trade Date, the number of Digital Assets required as of such Trade Date for each Basket, as determined by dividing (x) the number of Digital Assets owned by the Product at 4:00 p.m., New York time, on such Trade Date, after deducting the number of Digital Assets representing the U.S. dollar value of accrued but unpaid fees and expenses of the Product (in the case of any such fee and expenses other than the Sponsor's Fee, converted using the Index Price at such time, and carried to the eighth decimal place), by (y) the number of Shares outstanding at such time (with the quotient so obtained calculated to one one-hundred-millionth of one Digital Asset (i.e., carried to the eighth decimal place)), and multiplying such quotient by 10,000.

"**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 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 Sponsor 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 Product 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).

"**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 Sponsor 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 Product 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 Product's Digital Asset Account and (ii) allow the Product and the Sponsor to withdraw Digital Asset from the Product's Digital Asset Account to a public blockchain address the Product or the Sponsor controls pursuant to instructions the Product or the Sponsor 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 Product pursuant to authority delegated by the Sponsor.

"**Custody Agreement**" or "**Custody Agreements**" shall mean the Custodial Services Agreement by and between the Product and the Sponsor and Custodian that governs the Product's and the Sponsor's use of the Custodial Services provided by the Custodian as a fiduciary with respect to the Product'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 Trust Agreement or the LLC Agreement and these Procedures, transferred by the Depositor to the Custodian to effectuate Orders.

**"Digital Asset**" shall mean the applicable digital asset underlying the Shares of the applicable Product on Schedule V hereto.

"**Digital Asset Account**" shall mean 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 Product's Digital Assets on the Product's behalf. For purposes of the Trust Agreement or the LLC Agreement, the Digital Asset Account shall mean the Digital Asset Account.

"**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.

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

"**Index**" shall mean the applicable index listed alongside the applicable Product on Schedule V hereto.

"**Index Price**" shall mean the U.S. dollar value of a Digital Asset derived from the Digital Asset Exchanges that are reflected in the Index, calculated at 4:00 p.m., New York time, on each Business Day. For purposes of the Trust Agreement or the LLC Agreement, the term Digital Asset Index Price shall mean the Index Price as defined herein.

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

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

"**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 trust, corporation, association, or other legal entity.

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

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

"**Prospectus**" or "**Prospectuses**" shall mean the current prospectus of the Product 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 Product'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.

"**Sponsor**" shall mean Grayscale Investments Sponsors, LLC, a Delaware limited liability company, in its capacity as the sponsor or manager of the Product under either the Trust Agreement or the LLC Agreement, as applicable, and any successor thereto in compliance with the provisions thereof.

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

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

"**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 Product.

"**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 Sponsor.

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

"**Trustee**" shall mean CSC Delaware Trust Company, its successors and assigns, or any substitute therefor, acting not in its individual capacity but solely as trustee of the relevant Product as provided for in the Trust Agreement.

"**Trust 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 Sponsor 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.

## 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 Product 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 Sponsor 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 Product, 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 Product 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 Sponsor 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 Sponsor 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 Product'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 Sponsor, the Transfer Agent shall cause the Product 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 Product'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 Product'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 Sponsor via electronic mail message notice of such fact.

(i) The Transfer Agent and the Sponsor 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 Product's Digital Asset Account by 12:00 p.m. (New York time) on the Business Day following the Creation Settlement Date, then the Sponsor 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 Product, the Sponsor, 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 Sponsor in connection with otherwise completing the Creation Order and (2) delivering such Digital Assets to the Product'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 Sponsor 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 Product'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 Sponsor 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 Product, the Sponsor, 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 Sponsor in connection with otherwise completing the Creation Order and (2) delivering such Digital Assets to the Product's Digital Asset Account in satisfaction of the Authorized Participant's delivery obligations under such Creation Order.

(iv) If the Sponsor 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 Product 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 Product'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 Product 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 Product, funded by the Collateral Amount.

(k) The foregoing provisions notwithstanding, none of the Authorized Participant, the Product, the Transfer Agent, the Sponsor 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 Sponsor, the Product, the Transfer Agent, the Marketing Agent and the Custodian and similar extraordinary events beyond the Authorized Participant's, the Sponsor's, the Product'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 Sponsor, 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 Product 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 Sponsor 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 Sponsor 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 Product, 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 Product and the Authorized Participant for the Creation of Baskets in exchange for the Delivery of the Total Basket Amount, (y) the Sponsor and the Authorized Participant for the engagement by the Sponsor of a liquidity provider to deposit the Total Basket Amount with the Custodian and (z) the Sponsor 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 Sponsor 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 Sponsor 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 Sponsor 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 Sponsor in their absolute discretion may agree in writing with the Authorized Participant (i) the Total Basket Amount must be deposited by the Sponsor, or a liquidity provider on behalf of the Sponsor (as the case may be), in the Product'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 Sponsor, the Transfer Agent shall cause the Product 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 Product'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 Product's Digital Asset Account, the Shares will be deemed issued and delivered with no further action required to be taken by the Product 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 Product'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 Sponsor 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 Product, the Sponsor, any liquidity provider, the Transfer Agent or the Custodian related to the pending Creation Order, unless the Sponsor, 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 Product's Digital Asset Account in

satisfaction of the liquidity provider's delivery obligations. In the event that on the Creation Settlement Date, the Product'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 Sponsor 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 Product, the Transfer Agent, the Sponsor, any liquidity provider or the Custodian related to the Creation Order.

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

(l) The foregoing provisions notwithstanding, none of the Authorized Participant, the Product, the Transfer Agent, the Sponsor 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 Sponsor, the Product, the Transfer Agent, the Marketing Agent and the Custodian and similar extraordinary events beyond the Authorized Participant's, the Sponsor's, the Product'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 Sponsor 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 Product shall not be liable to the Authorized Participant, the Transfer Agent, the Sponsor 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 Product 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 Sponsor 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 Sponsor 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 Product, 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 Product 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 Product 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 Product 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 Product 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 Product 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 Sponsor 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 Sponsor 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 Sponsor 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 Sponsor 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 Product'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 Sponsor, the Transfer Agent shall cause the Product 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 Product'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 Product'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 Sponsor via electronic mail message notice of such fact. The relevant Creation Order shall be deemed a failed trade and the Product 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 Product.

(f) The Transfer Agent shall under no circumstances cause the Product 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 Product (and the Product is in simultaneous possession of both).

(g) The foregoing provisions notwithstanding, none of the Authorized Participant, the Product, the Transfer Agent, the Sponsor 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 Sponsor, the Product, the Transfer Agent, the Marketing Agent and the Custodian and similar extraordinary events beyond the Authorized Participant's, the Sponsor's, the Product'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 Sponsor 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 Product shall not be liable to the Authorized Participant, the Transfer Agent, the Sponsor 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 Product 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 Sponsor 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 Product with respect to, and to irrevocably waive any and all claims against the Product or the Product Estate arising from or in connection with, such Alternate Cash Order and (B) to indemnify and hold the Product 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 Trust Agreement or 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 Sponsor 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 Product, Transfer Agent or Sponsor suspends the right to submit Creation Orders pursuant to these Procedures or the Standard Terms, the Transfer Agent or Sponsor 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 Sponsor 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 Product, 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 Product 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 Sponsor 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 Sponsor 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 Sponsor, 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 Sponsor and the Custodian via electronic mail message notice of such fact.

(i) The Transfer Agent and the Sponsor 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 Sponsor 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 Product, the Sponsor, 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 Sponsor 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 Sponsor 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 Product, the Sponsor, 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 Sponsor 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 Product, the Transfer Agent, the Sponsor 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 Sponsor, the Product, the Transfer Agent, the Marketing Agent and the Custodian and similar extraordinary events beyond the Authorized Participant's, the Sponsor's, the Product'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 Sponsor 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 Sponsor in writing in its absolute discretion and on a case-by-case basis. If accepted by the Sponsor, 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 Sponsor 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 Product's Delivery of the Total Basket Amount to a Liquidity Provider Account in exchange for (y) a Delivery by the Sponsor or a Sponsor 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 Product, 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 Product 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 Sponsor and the Authorized Participant for the engagement by the Sponsor of a liquidity provider to receive the Total Basket Amount and (iii) the Sponsor 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 Sponsor 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 Sponsor 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 Sponsor 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 Sponsor.

(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 Sponsor, (i) the Sponsor 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 Product 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 Sponsor.

(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 Sponsor and the Custodian via electronic mail message notice of such fact.

(i) The Transfer Agent and the Sponsor 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 Sponsor 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 Product, the Sponsor, 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 Product 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 Sponsor 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 Sponsor 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 Product, the Sponsor, 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 Product to deliver the Total Basket Amount to the relevant liquidity provider.

(iv) If the Sponsor 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 Sponsor 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 Product 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 Sponsor, 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 Sponsor, the Transfer Agent shall send to the Authorized Participant, the Sponsor 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 Product, the Transfer Agent, the Sponsor 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 Product, the Transfer Agent, the Sponsor 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 Sponsor, the Product, the Transfer Agent, the Marketing Agent and the Custodian and similar extraordinary events beyond the Authorized Participant's, the Sponsor's, the Product'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 Sponsor 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 Product shall not be liable to the Authorized Participant, the Transfer Agent, the Sponsor 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 Sponsor 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 Sponsor in writing in its absolute discretion and on a case-by-case basis. If accepted by the Sponsor, 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 Sponsor 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 Product's Delivery of the Total Basket Amount to a Liquidity Provider Account in exchange for (y) a Delivery by the Product 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 Product, 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 Product 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 Product 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 Product 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 Product 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 Sponsor 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 Sponsor 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 Sponsor 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 Sponsor.

(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 Sponsor, (i) the Product 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 Product 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 Sponsor.

(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 Sponsor and the Custodian via electronic mail message notice of such fact. The Sponsor and Transfer Agent may deem the relevant Redemption Order as a failed trade, and the Product 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 Product, the Sponsor, 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 Sponsor, the Transfer Agent shall send to the Authorized Participant, the Sponsor and the Custodian via electronic mail message notice of such fact. The Sponsor 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 Product, the Transfer Agent, the Sponsor 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 Product (and the Product 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 Sponsor via electronic mail message notice of such fact. The relevant Redemption Order shall be deemed a failed trade and the Product 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 Product.

(i) The foregoing provisions notwithstanding, none of the Authorized Participant, the Product, the Transfer Agent, the Sponsor 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 Sponsor, the Product, the Transfer Agent, the Marketing Agent and the Custodian and similar extraordinary events beyond the Authorized Participant's, the Sponsor's, the Product'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 Sponsor 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 Product shall not be liable to the Authorized Participant, the Transfer Agent, the Sponsor 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 Product'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 Sponsor 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 Product with respect to, and to irrevocably waive any and all claims against the Product or the Product Estate arising from or in connection with, such Alternate Cash Order and (B) to fully indemnify and hold the Product 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 Trust Agreement or 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 Sponsor 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 Product, Transfer Agent or Sponsor suspends the right to submit Redemption Orders pursuant to these Procedures or the Standard Terms, the Transfer Agent or Sponsor will notify the Authorized Participant as soon as reasonably practicable.

*[Signatures Follow on Next Page]*

**IN WITNESS WHEREOF**, [●], the Sponsor, Transfer Agent, have executed these Creation and Redemption Procedures as of the date set forth above.

[**AUTHORIZED PARTICIPANT LEGAL NAME**], as Authorized Participant

By: _____
Name:
Title:

**GRAYSCALE INVESTMENTS SPONSORS, LLC**, as Sponsor

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, CSC DELAWARE TRUST COMPANY, TRUSTEE CREATION/REDEMPTION ORDER FORM**
**[TRUST]**

---

**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]) |
|---|---|---|---|
| [TRUST] | [TICKER] | 3:59:59 p.m. (ET) for settlement in Digital Asset<br><br>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 TRUST'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


ARTICLE I ORDERS FOR PURCHASE AND REDEMPTION
- Section 1.01. Authorization to Purchase and Redeem Baskets
- Section 1.02. Procedures for Orders
- Section 1.03. Consent to Recording
- Section 1.04. Irrevocability
- Section 1.05. Costs and Expenses
- Section 1.06. Delivery of Property to the Product and Shares Surrendered for Redemption
- Section 1.07. Title to Deposit Property and Shares Surrendered for Redemption
- Section 1.08. Certain Payments or Distributions
- Section 1.09. Ambiguous Instructions

ARTICLE II AUTHORIZED REPRESENTATIVES
- Section 2.01. Certification
- Section 2.02. PIN Numbers
- Section 2.03. Termination of Authority
- Section 2.04. Verification

ARTICLE III STATUS OF THE AUTHORIZED PARTICIPANT
- Section 3.01. Clearing Status
- Section 3.02. Broker-Dealer Status
- Section 3.03. Foreign Status
- Section 3.04. Compliance with Certain Laws
- Section 3.05. Authorized Participant Status

ARTICLE IV ROLE OF AUTHORIZED PARTICIPANT
- Section 4.01. No Agency
- Section 4.02. Rights and Obligations of DTC Participant
- Section 4.03. Beneficial Owner Communications
- Section 4.04. Authorized Participant Customer Information

ARTICLE V MARKETING MATERIALS AND REPRESENTATIONS AND WARRANTIES
- Section 5.01. Representations of the Product
- Section 5.02. Representations of the Authorized Participant
- Section 5.03. Prospectus
- Section 5.04. Use of Authorized Participant's Name

ARTICLE VI INDEMNIFICATION; LIMITATION OF LIABILITY
- Section 6.01. Indemnification

ARTICLE VII LIABILITY PROVISIONS
- Section 7.01. No Special Damages
- Section 7.02. Force Majeure
- Section 7.03. Reliance on Instructions
- Section 7.04. Limited Liability

ARTICLE VIII MISCELLANEOUS
- Section 8.01. Commencement of Trading
- Section 8.02. Defined Terms
- Section 8.03. Third-Party Beneficiaries

## 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 Trust (the "**Transfer Agent**"); and (iii) Grayscale Investments Sponsors, LLC, a Delaware limited liability company, as sponsor (the "**Sponsor**") for the each Product listed on Schedule V attached hereto and incorporated herein (each, the applicable "**Product**" when referred to throughout the remainder of this Agreement), as the same may be amended from time to time by the Sponsor 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 Trust Agreement or 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 Trust Agreement or 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 Sponsor 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 Sponsor or any of their affiliated persons becomes legally compelled to disclose to any third party any recording involving communications with the Authorized Participant, the Sponsor 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 Sponsor will use commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the recorded conversation. The Transfer Agent, the Sponsor 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 Sponsor may disclose to any regulatory or self-regulatory organization with competent jurisdiction over

Transfer Agent or Sponsor, 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 Sponsor and such suspension affects any Order submitted by the Authorized Participant, the Transfer Agent or Sponsor, as applicable, will notify the Authorized Participant as soon as reasonably practicable of such suspension. The Sponsor 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 Sponsor shall have no liability for the Product's inability to accommodate such a request. The Product, the Sponsor 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 Product 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 Sponsor 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 Product 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 Product, 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 Product, the Sponsor, 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 Product, the Sponsor, 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 Product is due to the negligence, bad faith or reckless or willful misconduct of the Transfer Agent, the Sponsor, 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 Sponsor understands and agrees that in the event Deposit Property is not transferred to the Product by a liquidity provider at the Sponsor'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 Product, the Transfer Agent or the Custodian related to any such Order. The Sponsor will not, however, be responsible for damages, losses, costs and expenses incurred by the Product, the Authorized Participant, the Transfer Agent or the Custodian related to such Orders to the extent the failure to transfer Deposit Property to the Product 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 Sponsor, or similar extraordinary events beyond the Sponsor'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 Sponsor 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 Product the corresponding Deposit Property, and that upon delivery of such Deposit Property to the Custodian on the Creation Settlement Date, the Product 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 Product 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 Sponsor 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 Product 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 Product 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 Product 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 Sponsor 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 Sponsor 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

Sponsor that is necessary for the Transfer Agent or Sponsor 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 Sponsor 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 Sponsor or the Transfer Agent to such beneficial owners pursuant to applicable law or regulation or otherwise, or that the Sponsor or the Transfer Agent reasonably wishes to distribute to such beneficial owners, in each case at the expense of the Sponsor and/or the Product.

Section 4.04. Authorized Participant Customer Information. The Sponsor 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 Sponsor, the Product, 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 Trust Agreement or the LLC Agreement and the applicable Prospectus and except for servicing and informational mailings related to the Product referred to in Section 4.03 above.

## ARTICLE V
## MARKETING MATERIALS AND REPRESENTATIONS AND WARRANTIES

Section 5.01. Representations of the Product. The Sponsor hereby represents and warrants on behalf of the Product:

(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 Sponsor'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 Sponsor 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 Sponsor 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 Product 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 Product's ability to redeem Shares.

(b) As of the Effective Date, the Product 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 Trust Agreement or 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 Sponsor 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 Sponsor 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 Product or the Sponsor other than those not inconsistent with the Product's Prospectus or any promotional materials or sales literature furnished to the Authorized Participant by the Sponsor or other information and materials filed by the Product with the SEC or made available on any website controlled by the Sponsor or the Product. 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 Product or the Sponsor, 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 Sponsor and such other information and materials as may be approved in writing by the Sponsor. Notwithstanding the foregoing, the Authorized Participant and its Affiliates and representatives may, without the approval of the Sponsor, 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 Sponsor 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 Sponsor 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 Sponsor will make such revised, supplemented or amended Prospectus available to the Authorized Participant no later than its effective date. The Sponsor 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 Sponsor 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 Product or the Sponsor 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 Sponsor 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 Product, 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 Product without the Authorized Participant's prior written consent, and provided that in all cases, the Sponsor 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 Sponsor 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 Product and (ii) update the website of the Product and any investment adviser of the Product to remove any identification of the Authorized Participant as an authorized participant of the Product. Further and for the avoidance of doubt, if the Authorized Participant agrees to be identified in any of such documents, the Product and Sponsor each agree and acknowledge that the Authorized Participant is not intended to serve as an underwriter to the Product by granting such consent.

ARTICLE VI
INDEMNIFICATION; LIMITATION OF LIABILITY

Section 6.01. Indemnification.

(a) The Authorized Participant shall indemnify and hold harmless the Sponsor, in its capacity as sponsor of the Product, the Transfer Agent, the Product 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 "**Product 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 Product 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 Product 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 Product'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 Sponsor, the Product 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 Sponsor 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 "**Sponsor Indemnified Party**") from and against any claim, loss, liability, cost and expense (including, without limitation, reasonable attorneys' fees) incurred by such Sponsor Indemnified Party as a result of (i) any breach by the Sponsor (or its Sponsor Agent) of any provision of the Authorized Participant Agreement that relates to the Sponsor; (ii) any failure by the Sponsor to perform any of its obligations set forth in the Authorized Participant Agreement applicable to it; (iii) any failure on the part of the Sponsor 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 Sponsor Indemnified Party taken in reliance upon any instructions issued or representations made in accordance with the Authorized Participant Agreement, the Procedures, the Trust Agreement or the LLC Agreement or these Standard Terms reasonably believed by the Sponsor Indemnified Party to be genuine and to have been given by the Sponsor; 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 Product, unless such statement or omission was furnished to the Sponsor or otherwise approved in writing by the Authorized Participant or any of their designees. The Sponsor shall not be liable under its indemnity agreement contained in this paragraph with respect to any claim made against any Sponsor Indemnified Party unless the Sponsor Indemnified Party shall have notified the Sponsor 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 Sponsor Indemnified Party (or after the Sponsor Indemnified Party shall have received notice of service on any designated agent). However, failure to notify the Sponsor of any claim shall not relieve the Sponsor from any liability which it may have to any Sponsor 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 Sponsor of substantial rights and defenses. The Sponsor 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 Sponsor elects to assume the defense, the defense shall be conducted by counsel chosen by it. If the Sponsor does not elect to assume the defense of any suit, it will reimburse the Sponsor 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 Sponsor 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 Sponsor 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 Sponsor 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 Sponsor 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 Sponsor 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 Product 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.

[**AUTHORIZED PARTICIPANT LEGAL NAME**], as Authorized Participant

By: _____
Name:
Title:

**GRAYSCALE INVESTMENTS SPONSORS, LLC**, as Sponsor

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 the [PRODUCT] (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 [PRODUCT], sponsored 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 PRODUCTS

| Product | Trust Agreement /LLC Agreement | Digital Asset | Index |
|---|---|---|---|
| Grayscale Bitcoin Trust ETF | Seventh Amended and Restated Declaration of Trust and Trust Agreement, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3 thereto | Bitcoin (BTC) | Coindesk Bitcoin Index Price (XBX) |
| Grayscale Bitcoin Mini Trust ETF | Amended and Restated Declaration of Trust and Trust Agreement, as amended by Amendment No. 1 thereto | Bitcoin (BTC) | Coindesk Bitcoin Index Price (XBX) |
| Grayscale Ethereum Trust ETF | Third Amended and Restated Declaration of Trust and Trust Agreement | Ethereum (ETH) | CoinDesk Ether Price Index (ETX) |
| Grayscale Ethereum Mini Trust ETF | Second Amended and Restated Declaration of Trust and Trust Agreement | Ethereum (ETH) | CoinDesk Ether Price Index (ETX) |
| Grayscale CoinDesk Crypto 5 ETF | Third Amended and Restated Limited Liability Company Agreement | CoinDesk 5 Index Constituents | CoinDesk 5 Index (CD5) |
| Grayscale XRP Trust | Amended and Restated Declaration of Trust and Trust Agreement | XRP | CoinDesk XRP CCIXber Reference Rate |
| Grayscale Solana Trust (SOL) | Second Amended and Restated Declaration of Trust and Trust Agreement | Solana (SOL) | CoinDesk SOL CCIXber Reference Rate |
| Grayscale Dogecoin Trust (DOGE) | Third Amended and Restated Declaration of Trust and Trust Agreement | Dogecoin (DOGE) | CoinDesk DOGE CCIXber Reference Rate |
| Grayscale Cardano Trust ETF | [Amended and Restated Declaration | Cardano (ADA) | CoinDesk ADA CCIXber Reference Rate |

| | | | |
|---|---|---|---|
| | of Trust and Trust Agreement] | | |
| Grayscale Litecoin Trust (LTC) | Amended and Restated Declaration of Trust and Trust Agreement, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3 thereto | Litecoin (LTC) | CoinDesk LTC CCIXber Reference Rate |
| Grayscale ChainLink Trust (LINK) | Amended and Restated Declaration of Trust and Trust Agreement, as amended by Amendment No. 1 thereto | ChainLink (LINK) | CoinDesk LINK CCIXber Reference Rate |
| Grayscale Avalanche Trust (AVAX) | Amended and Restated Declaration of Trust and Trust Agreement | Avalanche (AVAX) | CoinDesk AVAX CCIXber Reference Rate |
| Grayscale Hedera Trust ETF | [Amended and Restated Declaration of Trust and Trust Agreement] | Hedera (HBAR) | CoinDesk HBAR CCIXber Reference Rate |
| Grayscale Bitcoin Cash Trust (BCH) | Amended and Restated Declaration of Trust and Trust Agreement, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3 thereto | Bitcoin Cash (BCH) | CoinDesk BCH CCIXber Reference Rate |
| Grayscale Polkadot Trust ETF | [Amended and Restated Declaration of Trust and Trust Agreement] | Polkadot (DOT) | CoinDesk DOT CCIXber Reference Rate |
| Grayscale Stellar Lumens Trust (XLM) | Amended and Restated Declaration of Trust and Trust Agreement, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3 thereto | Stellar Lumens (XLM) | CoinDesk XLM CCIXber Reference Rate |

**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.**



MASTER CUSTODY SERVICE AGREEMENT

Anchorage Contact
Name: Matthew Zablotny
Email: matthew.zablotny@anchorlabs.com

Client Contact
Name: Ed McGee
Email: ed@grayscale.com; cc: legal@grayscale.com

This MASTER CUSTODY SERVICE AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date provided herein, by and between Anchorage Digital Bank N.A. ("**Anchorage**"), and each Client as provided herein (each a "**Client**") (collectively, Anchorage and Client, each a "**Party**" and collectively, the "**Parties**"). Each Client, acting through Grayscale Investment Sponsors, LLC, the Sponsor of each investment vehicle (the "**Sponsor**"), severally and not jointly enters into this Agreement with Anchorage. This Agreement shall constitute separate agreements, each between a single Client and Anchorage, as if such Client had executed a separate Agreement naming only itself as the Client, and no Client shall have any liability for the obligations of any other Client. Any reference to "Agreement" shall be construed to refer to the respective Agreement between a Client and Anchorage.

The Agreement consists of the terms in the below Order Form and the following Standard Terms and Conditions attached herein.

ORDER FORM

| | |
|---|---|
| **1. Effective Date:** | |
| **2. Initial Term:** | [***] |
| **3. Renewal Term:** | [***] |
| **4. Client(s).** Each "Client" listed herein is subject to the Agreement as if this Agreement were between such individual Client and Anchorage, except specifically the Fees will be calculated on an aggregated basis, including the sum of all Clients' Assets Under Custody. | |
| | [***]<br>Grayscale Bitcoin Trust ETF |

**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.**

| | |
|---|---|
| | Grayscale Ethereum Trust ETF |

**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.**

## 5. FEES

[***]

**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.**

**6. Address for Notices:**

**To Client(s):** **Invoice Email:** ap@grayscale.com

**Notice Email:**
legal@grayscale.com; operations@grayscale.com
290 Harbor Drive
Stamford, Connecticut 06902 United States

WITH A MANDATORY COPY OF ALL LEGAL NOTICES TO:
legal@grayscale.com

**To Anchorage:** legal@anchorage.com AND custodyexecutive@anchorage.com
Anchorage Digital Bank N.A. 101 S. Reid Street, Suite 329 Sioux Falls, South Dakota 57103

IN CONSIDERATION AND WITNESS WHEREOF, Anchorage and Client, by their duly authorized representatives, hereby execute this Agreement as of the Effective Date.

| **ANCHORAGE DIGITAL BANK N.A.** | **ON BEHALF OF EACH CLIENT HEREIN** |
|---|---|
| By: Anchorage Digital Bank N.A. | By: Grayscale Investments Sponsors, LLC, for itself and as Sponsor of the Clients listed in Section 4 of this Order Form, and any other Clients it sponsors from time to time. |
| Name: Rachel Anderika | Name: Edward McGee |
| Title: Chief Operating Officer | Title: Chief Financial Officer |
| Date: August 8, 2025 | Date: August 8, 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.**

**AFFILIATED BUSINESS DISCLOSURE AND CONFLICT OF INTEREST WAIVER**

Anchorage Digital Bank N.A. is affiliated with Anchor Labs, Inc., Anchorage Hold LLC, and Anchorage Lending CA, LLC (each an "**Anchorage Affiliate**"), through common ownership and management. In particular, Anchor Labs, Inc. provides certain administrative, technology, marketing, and other support services for custodial accounts on behalf of Anchorage Digital Bank. Because the two companies are under common ownership and management, the owners of Anchor Labs, Inc. will receive an indirect benefit from any fees you pay to Anchorage Digital Bank. In addition, Anchorage Digital Bank and Anchorage Affiliates may also refer clients to each other for the performance of services offered by such companies. Your use of services of Anchorage Digital Bank may result in benefits from such referral to the other companies by virtue of the companies' common ownership and management.

ACKNOWLEDGEMENT

I, duly authorized and on behalf of each Client as set forth in the Order Form, have read this disclosure form, and I acknowledge and understand that Anchorage Digital Bank and Anchorage Affiliates are under common ownership and control. I further acknowledge and understand that by retaining Anchorage Digital Bank, I am providing an indirect financial benefit to the owners of Anchorage Affiliates. Understanding the common ownership and control of the companies, I agree to utilize the services of Anchorage Digital Bank freely.

I also understand and agree that referrals for services among Anchorage Digital Bank and Anchorage Affiliates may result in the owners of the referring company receiving an indirect financial benefit from the services provided.

**ON BEHALF OF EACH CLIENT HEREIN:**

By: Grayscale Investments Sponsors, LLC, for itself and as Sponsor of the Clients listed in Section 4 of this Order Form, and any other Clients it sponsors from time to time.

Name: Edward McGee

Title: Chief Financial Officer

Date: August 8, 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.**

**ANCHORAGE DIGITAL BANK STANDARD TERMS AND CONDITIONS**

*Capitalized terms not defined in the Order Form, body of these Terms and Conditions, or supporting Schedules are defined in Schedule A (Definitions).*

**1. Anchorage Appointment and Provision of the Services.**

1.1. Appointment. Client appoints Anchorage to provide the Services, including acting as custodian of Client Digital Assets pursuant to this Agreement, and Anchorage hereby accepts such appointment. Anchorage is, and shall remain at all times during the Term of this Agreement, a qualified custodian as defined under Investment Advisers Act of 1940 as amended. Anchorage shall at all times use best efforts to provide the Services.

1.2. Provision of the Services.

(a) Subject to (i) Client's successful completion of the account acceptance process as provided in Section 2.1, and (ii) provided that Client is in compliance with this Agreement, during the Term, Anchorage will provide the Services to Client.

(b) Anchorage will reasonably determine the requirements for any Direction, including Authenticated Instructions, and whether such requirements have been satisfied as to any Direction, at all times subject to this Agreement. Anchorage shall not act on a direction or instruction which is not an Authenticated Instruction. Subject to the terms of, and provided Anchorage complies with its obligations under, this Agreement, Anchorage is entitled to rely upon a Direction in all respects. Client acknowledges that (i) Anchorage's acceptance of Directions related to Client's deposit and withdrawal of assets is based on the parameters of Authenticated Instructions and in accordance with Anchorage's Services requirements; (ii) Anchorage has no duty to inquire into or investigate the legality, validity, or accuracy of any information, data, or instructions related to a Direction, unless Anchorage has constructive or actual knowledge that the person originating the Direction does not have the authority to bind the Client; and (iii) except as required by Law, Anchorage shall run applicable checks such as sanctions screening.

(c) The Services are available only in connection with those Digital Assets and protocols that Anchorage, in its sole discretion, supports. The type and scope of Services that Anchorage supports for each Digital Asset, and applicable Fees for such Services, may differ. Under no circumstances should Client attempt to use the Services to store, send, request, or receive Digital Assets and protocols that Anchorage does not support. Anchorage assumes no responsibility in connection with any attempt to use any Account or Vault with Digital Assets that Anchorage does not support, and any such unsupported Digital Assets deposited to or received in any Account or Vault are subject to forfeiture and loss. The Digital Assets that Anchorage supports may change from time to time, based on Anchorage's sole and absolute discretion. Anchorage will notify Client in writing in advance if it ceases to support a particular Digital Asset for which Anchorage has provided Services to Client. In the case of bitcoin and ether, Anchorage shall provide Client with one hundred and eighty (180) days' written notice before ceasing to support custody services for bitcoin and ether, unless Anchorage is required to cease such support by court order,

**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.**

statute, law, rule (including a self- regulatory organization rule), regulation, code, or other similar requirement, in which case written notice shall be provided promptly upon Anchorage determining it will not be able to support custody services for bitcoin and ether.

(d) Client acknowledges that Anchorage will not monitor Digital Assets for actions taken by the issuer of such Digital Asset, if any. Such actions may include an issuer instruction requiring the holder of a Digital Asset to transfer it to a certain location. For the avoidance of doubt, Client is solely responsible for satisfying or responding to any such actions of an issuer.

(e) Anchorage shall only follow the Directions from Client. Anchorage is released and held harmless by Client for following the Directions from the Client.

(f) [Reserved]

(g) From time to time, Anchorage may, in its sole discretion, offer Client additional optional services involving settlement services ("**Optional Settlement Services**"). Client may elect to accept Optional Settlement Services by signing the Settlement Services Addendum attached to this Agreement, or by accepting such services in the Anchorage Platform if offered therein. In the event Client accepts Optional Settlement Services, Client agrees to comply with all terms and conditions set forth under the Settlement Services Addendum. For the avoidance of doubt, by entering this Agreement, the Client has not elected to accept Optional Settlement Services from Anchorage.

(h) Anchorage agrees that Anchorage is solely responsible for any gas or network fees necessary for the transfer of Digital Assets in connection with Client's Direction as set forth in this Agreement (including its obligation to settle any Transactions) as it relates to trust or exchange-traded funds services. However, for any additional new entities added under this Agreement, Anchorage reserves the right to evaluate the applicable gas or network fees and shall notify the Client immediately.

(i) Vesting Schedules. By custodying Digital Assets from validators, protocols, or token issuers (each a "Token Issuer") with a Vesting Schedule ("Restricted Assets") with Anchorage, Client agrees that Restricted Assets may be subject to the applicable Vesting Schedule imposed by the applicable Token Issuer. Anchorage may, as required by Token Issuer, act in accordance with and comply on a best efforts basis with the applicable Vesting Schedule, such that all Restricted Assets deposited in Client Account or Vault shall remain restricted from withdrawal by Client in accordance with the applicable Vesting Schedule provided by the Token Issuer, and as instructed by the Token Issuer to Anchorage. Accordingly, Client acknowledges and agrees that Client may not be able to withdraw any Restricted Assets from Client Account or Vault until such assets have vested pursuant to the applicable Vesting Schedule as provided by Token Issuer, and in the case of any conflict between Client Directions regarding Restricted Assets and the applicable Vesting Schedule, Anchorage is hereby authorized by Client to act in accordance with the Vesting Schedule.

(j) Token Issuer Risks. Client acknowledges and agrees that Anchorage is not responsible for decisions made by any Token Issuer, or for any changes to any Vesting Schedule made by the Token Issuer once Client's Restricted Assets are deposited with Anchorage, and Client acknowledges and accepts any risks associated with decisions made by Token Issuer, which are outside of Anchorage's

control. If Client causes Anchorage to follow any Client Directions that would result in any of the Client Account(s) being in violation of any applicable Vesting Schedule, Client agrees to indemnify and hold Anchorage harmless against any Claims by the Token Issuer.

(k) Anchorage shall only follow the Directions from Client. Anchorage is released and held harmless by Client for following the Directions from the Client.

(l) Pursuant to Section 2.4 of this Agreement, the third-party staking providers referenced in relevant On-Chain Services do not take custody of the Client's private keys, which are held by Anchorage at all times.

1.3. Storage of Digital Assets. Anchorage will receive Digital Assets for storage by generating Private Keys and their Public Key pairs, with Anchorage retaining custody of such Private Keys. Upon receipt, Anchorage will at all times use best efforts to custody the Digital Assets in Client's name or Accounts established for the benefit of the Client, unless otherwise specified in (a) an applicable Client Service Provider Agreement, or (b) instructions provided by a Client Service Provider or a Control Party pursuant thereto. Anchorage shall be deemed to have received a Digital Asset after the Digital Asset's receipt has been confirmed on the relevant Blockchain or otherwise ledgered to Anchorage's satisfaction. The hardware security module utilized by Anchorage is located in the United States. Upon Client's written request, Anchorage shall provide confirmation that the hardware security module still remains in the United States. Digital Assets in Client's Account shall (i) be segregated at a unique blockchain address or addresses on the relevant Blockchain (e.g., in the case of bitcoin, the Blockchain associated with the Bitcoin network) from the assets held by Anchorage as principal and the assets of other customers of Anchorage and any other person, (ii) not be treated as general assets of Anchorage, and Anchorage shall have no right, title or interest in such Digital Assets, (iii) Anchorage serves as a fiduciary and custodian on Client's behalf, and the Digital Assets in Client's Account are considered fiduciary assets that remain Client's property at all times. Digital Assets shall be held in Client's Account in accordance with the terms of this Agreement and shall not be commingled with other customers', Anchorage's, or any other person's Digital Assets. Client's Account(s) and all Digital Assets in the Client's Account shall be held by Anchorage at all times.

1.4. Accounting for Digital Assets. At all times, Client owns Digital Assets and fiat currency (if applicable) held by Anchorage on behalf of Client under this Agreement. Client Digital Assets and fiat currency shall be kept separate from the assets of Anchorage and shall not be reflected on Anchorage's balance sheet as assets of Anchorage. Anchorage will record on its books and records all Digital Assets and fiat currency (if applicable) received by it for the Account and will segregate Digital Assets from those of any other person or entity. Anchorage will provide Client with access to the Technology Platform for transaction records and holdings and will provide Client daily statements that show balances and transaction records of Client Digital Assets. Upon commercially reasonable notice to Anchorage, Anchorage will provide Client copies of the books and records pertaining to the Client that are in the possession or under the control of Anchorage. The books and records maintained by Anchorage will, to the extent applicable, be prepared and maintained in all material respects as required by applicable Laws, and shall separately identify Client's Digital Assets at all times such that in an insolvency of Anchorage, the receiver or other administrator appointed in respect of Anchorage would be able to identify and trace Client's Digital Assets separately from the assets of

Anchorage's own assets and those of all other persons. Upon request from Client in writing, Anchorage shall reasonably cooperate with Client's authorized independent public accountant, and provide Client's authorized independent public accountant confirmation of and access to information sufficient to confirm (i) Client's Digital Assets and fiat currency as of such date as such accountant may specify, and (ii) Client's Digital Assets are held in a separate account under Client's name, and (iii) such other information as Client's authorized independent public accountant may reasonably request in connection with any audit or examination of Client.

1.5. Authority to Assign or Pledge. Client's Digital Assets and fiat currency shall not be subject to any right, charge, security interest, lien or claim of any kind in favor of Anchorage or any of its Affiliates or of any creditor of any of them, and Anchorage shall not have the independent right or authority to assign, hypothecate, pledge, encumber or otherwise dispose of any Client Digital Assets or fiat currency. The Digital Assets in the Account and the fiat currency in the Deposit Account, as defined in Section 2.7, are not general assets of Anchorage or of any of its Affiliates and are not available to satisfy claims of any creditors of Anchorage or of any of its Affiliates.

1.6. Application of UCC. Client Digital Assets in the Account and fiat currency will be treated as "financial assets" under Article 8 of the New York Uniform Commercial Code ("Article 8"). Anchorage is a "securities intermediary," the Account is a "securities account," and Client is an "entitlement holder" under Article 8. This Agreement sets forth how Anchorage will satisfy its Article 8 duties. Treating Client assets in the Account as financial assets under Article 8 does not determine the characterization or treatment of the cash and digital assets of Client under any other law or rule. New York will be the securities intermediary's jurisdiction with respect to Anchorage for purposes of Article 8, and New York law will govern all issues addressed in Article 2(1) of the Hague Securities Convention. Anchorage will credit the Client with any payments or distributions on any Client assets it holds for Client's Account. Anchorage will comply with Client's Directions with respect to Client assets in Client's Account, subject to the terms of this Agreement. Anchorage is obligated by Article 8 to maintain sufficient digital assets to satisfy all entitlements of customers of Anchorage, respectively, to the same digital assets. Anchorage shall not grant any person or entity a lien, security interest, encumbrance, mortgage, pledge, or adverse claim or interest of any kind in the digital assets in the Client's Account. Digital assets in Client's Account are custodial assets. Under Article 8, the digital assets in the Client's Account are not general assets of Anchorage, and are not available to satisfy claims of creditors of Anchorage or any of its Affiliates. Anchorage will comply at all times with the duties of a securities intermediary under Article 8, including but not limited to those set forth at UCC sections 8-504(a), 8-505(a), 8-506(a), 8-507 and 8-508.

1.7. Rights of Use; Limits on Use. Subject to the terms of this Agreement, including compliance with Schedule B (Technical and Equipment Specifications) and Client's confidentiality obligations under Section 8, Anchorage hereby grants to Client a non-sublicensable, non- exclusive, worldwide right during the Term to access the Technology Platform. The foregoing rights grant extends to access and use by Authorized Persons, and for the Anchorage API only, to Third Parties authorized by Client, subject to Section 2.3(b). Client will not, and will not permit Authorized Persons or Third Parties to: (i) directly or indirectly copy, disseminate, display, distribute, publish, sell, or otherwise use or disclose any part of the Technology Platform, or create any works

or other materials based on or derived from any part of the Technology Platform; (ii) reverse engineer, decompile, or disassemble the software used in the Technology Platform; (iii) sell, rent, lease, or license Client's right to use the Technology Platform except as may be set out under this Agreement; or (iv) use the Technology Platform or Services in any other way not expressly authorized by this Agreement. Client will be responsible for all acts and omissions of Authorized Persons in connection with or relating to this Agreement.

1.8. Support and Maintenance. Subject to applicable Law, as part of the Services and at no additional cost to Client, Anchorage will (i) make available the Technology Platform, and (ii) provide other Support Services as described in this Agreement.

1.9. Business Continuity Policy. Anchorage shall maintain and follow a business continuity policy applicable to Anchorage's performance of Services. This plan is reviewed annually, and can be updated if deemed necessary by Anchorage in its sole discretion

1.10. Forks, Airdrops.

(a) Should a Fork occur, subject to Section 1.10(b): (i) Anchorage retains the right, in its sole discretion, to determine whether or not to support (or cease supporting) either Forked Network; (ii) in connection with determining to support a Forked Network, Anchorage may suspend certain operations, in whole or in part (with or without advance notice), for however long Anchorage deems necessary, in order to take the necessary steps, as determined in its sole discretion, to perform obligations hereunder with respect to supporting a Forked Network; (iii) Client hereby agrees that Anchorage shall determine, in its sole discretion, whether to support such Forked Network and that Client shall have no right or claim against Anchorage related to value represented by any change in the value of any Digital Asset (whether on a Forked Network or otherwise), including with respect to any period of time during which Anchorage exercises its rights described herein with respect to Forks and Forked Networks; (iv) Anchorage will use commercially reasonable efforts to timely select, in its sole discretion, at least one (1) of the Forked Networks to support and will identify such selection in a written notice.

(1) With respect to a Forked Network that Anchorage chooses not to support, it may, in its sole discretion, elect to (x) abandon or otherwise not pursue obtaining the Digital Assets from that Forked Network, or (y) if Client provides written consent to take delivery of such Digital Assets from the Forked Network, deliver the Digital Assets from that Forked Network to Client within a time period as determined by Anchorage in its sole discretion, together with any credentials, keys, or other information sufficient to gain control over such Digital Assets (subject to the withholding and retention by Anchorage of any amount reasonably necessary, as determined in Anchorage's sole discretion, to fairly compensate Anchorage for the efforts expended to obtain and deliver such Digital Assets to Client).

(2) With respect to Forked Networks that Anchorage chooses to support, Client may be responsible for the fees for such support (to be negotiated), and Client acknowledges and agrees that Anchorage assumes no responsibility with respect to any Forked Network and related Digital Assets that it chooses not to support.

(b) Prospective Abandonment. 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. Anchorage acknowledges that, as a consequence of a Prospective Abandonment or Affirmative Action to abandon Incidental Assets, Client will have no right to receive any Incidental Asset that is subject to such Prospective Abandonment or abandoned via Affirmative Action, and Anchorage will have no authority, pursuant to this Agreement or otherwise, to exercise, obtain or hold, as the case may be, any such Incidental Asset on behalf of Client, nor may Anchorage 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 or abandonment through Affirmative Action 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.

For the avoidance of doubt, if Anchorage does not support an Incidental Asset, such Digital Assets shall be abandoned and forfeited pursuant to this section of the Agreement.

(c) In the event that an announcement of a Fork in a digital asset is to occur, and subject to the provisions set forth in Section 1.10(b), upon a written notice by either Party, Parties agree to enter into a good faith discussion about which Fork can be supported by Anchorage and Anchorage will support at least one branch of such Fork, unless expressly prohibited by Law or Anchorage's US prudential regulator. Notwithstanding anything to the contrary herein, Anchorage agrees to provide advance written notice to the Client announcing which Forked Network Anchorage intends to support for a digital asset, promptly upon becoming aware of such a potential suspension, and to use commercially reasonable efforts to give Client a reasonable opportunity to withdraw Client's Digital Assets following such announcement.

(d) Client acknowledges that Digital Asset values can fluctuate substantially which may result in a total loss of the value of Digital Assets. The supply of Digital Assets available as a result of a Forked Network and Anchorage's ability to deliver Digital Assets resulting from a Forked Network may depend on circumstances or Third Party providers that are outside of Anchorage's control. Anchorage does not own or control any of the protocols that are used in connection with Digital Assets and their related Digital Asset networks, including those resulting from a Forked Network. Accordingly, Anchorage disclaims all liability relating to Forked Network and any change in the value of any Digital Assets (whether on a Forked Network or otherwise), and makes no guarantees regarding the security, functionality, or availability of such protocols or Digital Asset networks. Client accepts all risks associated with the use of Anchorage's services to conduct transactions, including, but not limited to, in connection with the failure of hardware, software, and internet connections.

1.11. Digital Asset Screening. Any movement of Digital Assets into, or from, a Client's Account at Anchorage will be subject to a screening requirements for compliance purposes as it relates to, but not limited to

anti-money laundering, sanctions Law, counter-terrorist financing, and other legal obligations. In the event such screening results in a Digital Asset transaction being suspected or determined to be in violation of the screening requirements set forth by Anchorage, such Digital Assets shall be locked in the Client's Account and Anchorage shall promptly notify the Client of such event. The Client acknowledges and agrees that Anchorage shall not be held responsible for any damages, liabilities, or loss that may result from the screening.

1.12. Generally. Notwithstanding any federal, state, or local Law to the contrary regarding any common law or contractual duty, Client agrees that Anchorage will perform only such duties as are expressly set forth herein as Services, and no additional duties or obligations shall be implied. Anchorage has the authority to do all acts that Anchorage reasonably determines are necessary, proper, or convenient for it to perform its obligations under this Agreement and shall have no obligation to perform acts which it reasonably believes do not comply with applicable Laws. In providing the Services, Anchorage has no duty to inquire as to the provisions of or application of any agreement or document other than this Agreement, notwithstanding its receipt of such agreement or document.

## 2. Client Responsibilities and Acknowledgements.

2.1. Account Acceptance; Authorized Person Designations.

(a) Services will be provided only after Client's successful completion of the account acceptance process, including but not limited to the onboarding process in Section 2.3(a), as determined in Anchorage's sole discretion. Anchorage may terminate this Agreement upon fourteen (14) days' prior written notice to the Client due to Client's failure to complete the onboarding process with Anchorage. To complete the acceptance process, Client shall provide Anchorage with information and documents, which include but are not limited to, information necessary for Anchorage's compliance with the Bank Secrecy Act ("**BSA**"), and all Laws and regulations relating to anti-money laundering ("**AML**"), Know-Your-Customer ("**KYC**"), counter-terrorist financing, sanctions screening requirements, or any other legal obligations, in each case, as determined by Anchorage in its sole discretion. Upon acceptance of Client by Anchorage, Client shall nominate and manage Authorized Persons;

(b) In order to be approved as an Authorized Person, nominated persons must agree to data collection permissions and related policies provided in the Anchorage application and Technology Platform, including privacy policies and other terms, which may be amended from time to time. A copy of the then-current versions of such privacy policies and other terms will be provided at the written request of Client. Client is solely responsible for the actions or inactions of all Authorized Persons at all times, though Anchorage shall comply with its obligations under this Agreement, including the standard of care specified in Section 10 hereof. With respect to Client's primary custody Account, Client will initially nominate three (3) or more individuals as Authorized Persons prior to initiation of Client on-boarding by Anchorage, and a minimum of two (2) of three (3) Authorized Persons must approve an Authenticated Instruction. Anchorage reserves the right in its reasonable sole discretion to change the minimum number of Authorized Persons to be designated or which are required to approve a Direction.

(c) Subsequent to the approval and on- boarding of initial Authorized Persons, Client may nominate additional Authorized Persons or revoke an Authorized Person's status, each through a Direction to be approved by a Quorum.

**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.**

2.2. Acceptable Devices. Unless expressly agreed upon otherwise, Client shall maintain a separate Acceptable Device for each Authorized Person. The Acceptable Device must have Internet accessibility and meet other technical specifications prescribed by Anchorage in Schedule B.

2.3. Authorized Persons; Anchorage API.

(a) Each person nominated by Client as an Authorized Person must be confirmed by Anchorage as an Authorized Person. Authorized Persons may be required to successfully complete the onboarding process and training, which may include (i) installing the Anchorage application onto the person's Acceptable Device; and (ii) training on the Services regarding the creation of Directions or joining a Quorum. Upon completion of Anchorage's onboarding process and any training, to Anchorage's satisfaction in its sole discretion, the nominated person will be designated by Anchorage as one of Client's Authorized Persons and their device designated by Anchorage as an Acceptable Device, such that they may create Directions or join a Quorum.

(b) As part of the Services, Anchorage may provide Client with access to the Anchorage API, through which Client may permit Third Party access to the Account(s) or Technology Platform. Anchorage shall follow any Directions submitted via the Anchorage API, including Directions for withdrawals and external transfers of Client's Digital Assets, as though such Directions were submitted from and by Client and without additional authentication, unless otherwise specified in this Agreement. Authorized Persons may generate API keys and assign roles to a Third Party, including without limitation, a Third Party application, subject to their compliance with the Anchorage API's Documentation, and applicable Law. Client and all Authorized Persons shall use industry best practices to safeguard any generated Anchorage API keys. Client shall be responsible for all Third Party access to the Account(s) and Directions submitted via the Anchorage API, and Anchorage shall not be liable for following any instructions submitted via an Anchorage API key unless Anchorage's fraud, negligence, or willful misconduct caused unauthorized access to or possession of such key.

2.4. On-Chain Services. From time to time, Anchorage may, in its sole discretion, offer Client additional optional services involving on-chain transactions (other than deposits and withdrawals included in Anchorage's basic custody service), which may include staking, voting, vesting, signaling, and other activities requiring interaction with the applicable blockchain ("**On-Chain Services**").

(a) Offer and Acceptance of On-Chain Services. Anchorage may offer On-Chain Services by sending the offer in writing to the Client. The option to elect such services in the Anchorage application to Authorized Persons of Client. Any offer for On-Chain Services will include the following terms:

i) a basic description of the On-Chain Service;
ii) a disclosure of the material risks of the On-Chain Service;
iii) a description of any associated fees;
iv) any other key terms of the On-Chain Service, as applicable (for example, Anchorage will disclose if Digital Assets must be locked for a minimum period and would not be immediately accessible to Client); and
v) an option to expressly agree to the On-Chain Service.

**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.**

A Client may accept an On-Chain Service only in writing.

(b) Cancellation of On-Chain Services.

i) Any Authorized Person may cancel an On-Chain Service at any time; provided, however, that in cases where Digital Assets are locked up for a certain period pursuant to the blockchain protocol, Anchorage will release locked Digital Assets when and as permitted by the applicable blockchain protocol. If Client desires to cancel an On-Chain service, Client may do so through the Anchorage application.

ii) Anchorage may discontinue an On-Chain Service at any time without notice for any reason. If Anchorage decides to discontinue an On-Chain Service, Anchorage will endeavor to provide as much notice to Client as reasonably possible, however Anchorage shall not be liable for any loss of rewards, slashing, penalty, or additional fees that may be incurred by the Client on the blockchain protocol.

2.5. Legal Compliance. Notwithstanding any other provision in this Agreement, Client agrees at all times to: (i) fully satisfy Anchorage's information requests and other requirements, including but not limited to those relating to Authorized Persons or Digital Assets; (ii) fully comply with all applicable Laws, including the BSA and all other Laws and regulations related to AML, KYC, counter-terrorist financing, sanctions screening requirements, or other legal obligations; (iii) notify Anchorage as promptly as reasonable practicable if Client becomes a target of any BSA or Digital Asset related action, investigation or prosecution; (iv) notify as promptly as reasonable practicable Anchorage of any changes in jurisdiction or material ownership; and (v) provide Anchorage full cooperation in connection with any inquiry or investigation made or conducted by the U.S. Office of the Comptroller of the Currency ("**OCC**"). Anchorage may not, at its sole discretion, provide the Services if Client or Authorized Persons fail to comply with the foregoing to Anchorage's reasonable satisfaction. Client agrees to notify Anchorage promptly if it becomes aware of any suspicious activity or pattern of activity, or any activity which upon investigation may be a suspicious activity or pattern of activity under applicable Laws.
Notwithstanding any other provision in this Agreement, Anchorage agrees at all times to (i) fully satisfy Client's information requests and other requirements, including but not limited to those relating to Authorized Persons or Digital Assets, or any such request from Client's accountants or auditors; (ii) fully comply with all applicable Laws, including the BSA and all other Laws and regulations related to AML, KYC, counter-terrorist financing, sanctions screening requirements, or other legal obligations; (iii) notify Client if Anchorage becomes a target of any BSA or Digital Asset related action, investigation or prosecution; (iv) notify Client of any changes in jurisdiction or material ownership; and (v) provide Client full cooperation in connection with any inquiry or investigation made or conducted by any federal or state regulator. Anchorage agrees to immediately notify Client if it becomes aware of any suspicious activity or pattern of activity, or any activity which upon investigation may be a suspicious activity or pattern of activity under applicable Laws, involving Client's Account.

2.6. Acknowledgements. Client acknowledges that:

(a) Client is an "Entitlement Holder" in a "Financial Asset," as defined by, and for purposes of, the UCC;

(b) Anchorage does not provide investment advice or exercise investment discretion. Client is capable of evaluating transaction and investment risks independently, both in general and with regard to all transactions and investment strategies. Client is solely responsible for, and Anchorage has no involvement in, determining whether any Digital Asset transaction (whether an investment or otherwise), investment strategy, or related transaction is appropriate for Client;

(c) Anchorage has no control over the Blockchains and markets in which Digital Assets are purchased and traded, and such may be subject to technology flaws, manipulations, hacks, double spending, "51%" attacks, other attacks, and operational limitations;

(d) Anchorage does not control and makes no guarantee as to the functionality of any Blockchain's decentralized governance, which could, among other things, lead to delays, conflicts of interest, or operational decisions that may impact Client or its Digital Assets;

(e) Advancements in cryptography could render current cryptography algorithms utilized by a Blockchain supporting a specific Digital Asset inoperative;

(f) The price and liquidity of Digital Assets has been subject to large fluctuations in the past and may be subject to large fluctuations in the future;

(g) Digital Asset deposits into Client's Accounts may not be considered "deposits," as that term may be used under the applicable Laws, rules, or regulations in Client's jurisdiction;

(h) Digital Assets in Client's Accounts are not subject to deposit insurance protection of the Federal Deposit Insurance Corporation ("**FDIC"**) and may not be subject to the protection afforded customers under the Securities Investor Protection Act of 1970, as amended;

(i) Digital Assets are not legal tender and are not backed by any government;

(j) Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of Digital Assets;

(k) Transactions in Digital Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable;

(l) Some Digital Asset transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that transaction was initiated;

(m) The value of Digital Assets may be derived from the continued willingness of market participants to exchange fiat currency or Digital Assets for Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Asset should the market for that Digital Asset disappear;

(n) There is no assurance that a person who accepts a Digital Assets as payment today will continue to do so in the future;

(o) Due to the volatility and unpredictability of the price of Digital Assets relative to fiat currency trading and owning Digital Assets may result in significant loss over a short period of time;

(p) The nature of Digital Assets may lead to an increased risk of fraud or cyber-attack;

(q) Any bond, insurance or trust account maintained by Anchorage for the benefit of its customers may not be sufficient to cover all losses incurred by Client; and

(r) The Fees and any other payments or compensation otherwise agreed to by Anchorage and Client represent reasonable compensation for Anchorage's Services and expenses.

2.7. Fiat Currency Instructions and Acknowledgements; Undirected Cash Disclosures. Anchorage may, in its sole discretion, offer Fiat Services to Client. If Anchorage offers Fiat Services, and Client accepts Fiat Services, Client shall be subject to the requirements, policies and procedures of any Fiat Institution (as defined below), as applicable, and Anchorage will, acting as Client's agent:

(a) Deposit all cash deposited by Client with Anchorage, for which the Client has not already provided transfer instructions, into deposit accounts at FDIC-insured, regulated depository institutions selected by Anchorage (each, a "**Fiat Institution**"), which accounts will be held for the benefit of (FBO) Anchorage clients ("**Deposit Accounts**"). Deposit Accounts will be non-interest-bearing and may be segregated by client or pooled into omnibus accounts;

(b) Enter into such sub-accounting agreements as may be required by the Fiat Institution, and;

(c) Initiate wire transfer requests from time to time for the withdrawal of Client funds from the Deposit Accounts, which requests are to be honored by the Fiat Institution for withdrawal of Client's funds from such Deposit Accounts for distributions, investments, fees and other disbursements directed or agreed to by an Authorized Person. All applicable wire transfer fees shall be paid by the Client.

For the sub-account held for the benefit of Client, Anchorage will keep records to obtain pass-through FDIC coverage of up to the maximum coverage level of $250,000.00 per Client at a single Fiat Institution.

**3. Ownership and Intellectual Property Rights.**

3.1. Services and Documentation. As between the Parties and subject to Section 3.2 (Outputs of Services) and 3.3 (Client Data), Anchorage owns the Services, the Documentation, and all Intellectual Property Rights in the Services and the Documentation.

3.2. Outputs of Services. Anchorage hereby grants Client a perpetual, royalty-free, non-transferable (except as provided in Section 12.10), non-sublicensable, (except to Affiliates of Client, Authorized

Persons, Sponsor, and any Third Parties authorized by Client in accordance with Section 1.7), worldwide license to use, import, distribute, copy, reproduce, display, transmit, perform, excerpt, reformat, adapt, or otherwise modify and create derivative works of all output materials and results from use of the Services and documentation by Client, its Affiliates, Sponsor, or Authorized Persons, including any reports, graphics, data, specification, programs and all other materials or computer output ("**Outputs**").

3.3. Client Data. As between the Parties, Client owns all right, title and interest in and to Client Data, including all Intellectual Property Rights in Client Data. Client hereby grants Anchorage, and any of its Affiliates approved by Client in writing to provide Services, a perpetual, royalty-free, non-transferable (except as provided in this Section 3.3 or Section 12.10), non-sublicensable, worldwide license to disclose and use Client Data solely to (i) operate, manage, and improve the Services provided to Client, its Affiliates, Authorized Persons or applicable Third Parties pursuant to this Agreement; (ii) monitor, process and support Directions or as necessary to effect, administer, or enforce a transaction or directive that Client otherwise requests or authorizes, including to facilitate use of Services provided by Anchorage Affiliates; and (iii) comply with legal or regulatory obligations applicable to the Services including financial reporting and retention of related data. For clarity, Anchorage may not use Client Data for any other purpose without the express written consent of Client. Notwithstanding the foregoing, Anchorage may only disclose and use Client Data in a de-identified and anonymized form and in aggregation with data from Anchorage's other clients. For purposes of this Agreement, Client Data is "de-identified" or "anonymized" only if all identifiers that directly or indirectly identify the source and subject of such data with Client have been removed, and it does not enable a Third Party to discern, decompile, recreate, or reverse engineer any particular trading strategy of Client.

3.4. Feedback. From time to time, Client may submit or provide suggestions, requests for features, recommendations, or ideas to Anchorage ("**Feedback**"). By submitting Feedback, Client grants Anchorage a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use the Feedback, without consideration or compensation to Client or Authorized Persons, Affiliates, agents, partners, or personnel.

3.5. Reservation of Rights. Except for the rights and licenses granted under this Agreement, each Party agrees that, subject to applicable Law, (a) nothing in this Agreement will be construed as granting any rights of a Party to the other Party, by license or otherwise, in or to any Confidential Information or Intellectual Property Rights of such Party or its Affiliates, and (b) all rights in and to the Intellectual Property Rights of such Party that are not expressly granted herein are reserved by such Party.

## 4. Term and Termination.

4.1. Term. This Agreement is effective as of the Effective Date and will continue in full force and effect for the Initial Term period in the Order Form, and will be automatically renewed for each successive Renewal Term specified in the Order Form (the Initial Term and each Renewal Term collectively referred to herein as the "**Term**"). Client may elect not to renew the Agreement by providing written notice of cancellation no less than thirty (30) days prior to the expiration of the current Term or unless sooner terminated as set forth in this Agreement. Anchorage may elect not to renew the Agreement by providing written notice of cancellation and non-renewal no less than one hundred eighty (180) days prior to the expiration of the current Term or unless sooner terminated as set forth in this

**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.**

Agreement.

4.2. Termination for Cause.

(a) Unless specifically permitted herein, Anchorage shall not suspend, restrict, terminate or modify and shall continue to provide the Services, including, (i) the custody of Client's Digital Assets on Client's behalf, the processing of withdrawals, deposits, and the other Services, or (ii) access to the Technology Platform, in each case unless and until Anchorage provides 180 days' (the "Notice Period") prior written notice to Client describing in reasonable detail the suspension, restriction, termination or modification that Anchorage will implement or, solely with respect to the Transition Services, the end of the Transition Period; provided however, that if after the date of the Agreement, there occurs any change in or adoption of any applicable law, rule, or regulation which, in the reasonable opinion of counsel to Anchorage will prohibit or materially impede some or all of the arrangement contemplated by this Agreement (a "Change in Law"), the parties will, in good faith and acting in a commercially reasonable manner intended to produce a commercially reasonable result, agree on modifications to the Agreement or Services that would enable compliance with such Change in Law or, in the case of a material impediment, reduce the impact to the parties of such Change in Law and Anchorage shall continue to provide the Services as contemplated herein unless prohibited from doing so by the Change in Law. If the parties cannot agree on modifications within thirty (30) day's following notice from Anchorage or if the Change in Law requires that Anchorage immediately ceases providing any Services, Anchorage may, only following notice in writing to Client, suspend, restrict or terminate the Services solely to the extent necessary to account for the Change in Law, provided that Anchorage agrees that any suspension, restriction, termination or modification arising from a Change in Law shall be narrowly tailored to enable compliance with such Change in Law and, to the extent not prohibited by the Change in Law, Anchorage will continue to provide, at a minimum, the Transition Services following any Change in Law. Anchorage represents, warrants and covenants that it will promptly notify Client of any proposed or announced change in law, rule or regulation that may result in a Change in Law hereunder.

(b) Anchorage may terminate this Agreement in its entirety for any reason and without Cause by providing at least 180 days' prior written notice to Client and Client may terminate this Agreement in whole or in part for any reason by providing at least thirty (30) days' prior written notice to Anchorage, provided, however, in each case, Anchorage shall not restrict, suspend, or modify the Services following any termination without Cause or any termination by Client until the end of any such notice period and neither party's termination of this Agreement shall be effective until Client and Anchorage have fully satisfied their obligations hereunder.

(c) Regardless of any other provision of this Agreement, but subject to Section 4.2(c)(i) below, upon the occurrence and during the continuance of an event that constitutes Cause (as defined below) (unless, with respect to a non-continuing event that constitutes Cause, Anchorage has already commenced exercising its rights under this Section or has otherwise notified Client that it will promptly do so, in each case while such event is continuing) and after giving effect to any notice requirement and cure period that may apply, Anchorage may, in its reasonable discretion, take any of the following actions: (i) terminate, in whole or in part, the Agreement, and/or (ii) suspend, restrict or terminate the Client's Services, except for the Transition Services during the Transition

**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.**

Period.

"Cause" shall mean: (i) Client materially breaches any provision of this Agreement and such breach remains uncured for a period of thirty (30) calendar days after notice of such breach is provided by Anchorage to Client; or (ii) a Bankruptcy Event (as defined below) occurs and is continuing with respect to Client.

"Bankruptcy Event" means the party is (i) dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (I) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (II) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (v) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vii) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) (inclusive); or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

4.3. Effect of Termination Notice. Upon termination of this Agreement, Client will pay Anchorage all Fees, as provided in the Order Form, and documented expenses for Services rendered to Client through the effective date of termination of this Agreement.

4.4. Obligations and Rights on Termination.

(a) Digital Assets. A Digital Asset will be deemed to have been returned to Client when: (i) a transfer of the Digital Asset initiated by Anchorage has received a reasonable number of confirmations on the relevant Blockchain; or (ii) via an alternative method mutually agreed upon in a prior writing between Anchorage and Client.

(b) Confidential Information and Client Data. At the Disclosing Party's written request, the Receiving Party will return or destroy any or all of the Disclosing Party's Confidential Information. In addition, upon Client's written request, Anchorage will return or destroy all Client Data. Notwithstanding the foregoing, either Party may retain a copies of Confidential Information and Client Data (i) for audit, legal, accounting or compliance purposes; (ii) if included within

**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.**

unstructured backup files or that technically cannot be deleted; (iii) pursuant to a bona fide and consistently applied document retention policy or regular backup of data storage systems; provided, further, that in either case, any Confidential Information so retained shall remain subject to the confidentiality obligations of this Agreement (iv) as licensed pursuant to Section 3.3; or (v) as may be required by applicable Laws, including requirements of the OCC, provided that Section 8 shall continue to apply to all such retained information, notwithstanding termination of this Agreement.

**5. Fees and Taxes.**

5.1. Fees.

(a) Client will pay Anchorage the Fees for the Services as set forth in the Order Form, in any addendum or attachment to this Agreement, or as otherwise agreed in writing. Upon termination, Client shall be responsible for payment of any Fees accrued until the Client transfers all of Client's assets out of Client's Account, or until the assets are abandoned and forfeited.

(b) Parties agree Fees for the Services as set forth in the Order Form may be amended from time to time through an amendment pursuant to Section 12.7 with a written request from the Client to Anchorage.

5.2. Invoices; Payment Terms. Anchorage will submit invoices for the Services as set forth in the Order Form. Except as otherwise set forth in the Order Form, Client agrees to pay all undisputed invoices net forty-five (45) days following receipt. If Client reasonably disputes any portion of an invoice, Client agrees, within the foregoing 45-day period, to (i) pay the undisputed amounts; and (ii) provide a detailed explanation with all supporting documentation of the basis for its dispute. The first invoice will be sent after the end of the calendar month including the Fees Commencement Date, unless otherwise agreed in writing by the Parties.

5.3. Taxes. The Fees do not include all taxes, assessments, duties, and other governmental and similar charges ("**Taxes**") that may be assessed on Client or Client's assets by governmental authorities, which are Client's sole obligation to remit unless otherwise mandated by law. Client shall be liable for all Taxes relating to any Digital Assets held on behalf of Client or any transaction related thereto. Client shall remit to Anchorage for the amount of any Tax that Anchorage is required under applicable Laws (whether by assessment or otherwise) to pay on behalf of, or in respect of activity in the Account of Client. In the event that Anchorage is required under applicable law to pay any Tax on behalf of Client, Anchorage shall promptly notify Client of the amount required and Client shall promptly transfer to Anchorage the amount necessary to pay the Tax.

**6. Representations and Warranties; Disclaimers.**

6.1. Mutual Representations and Warranties. Each Party represents, warrants, and covenants that: (i) it is a validly organized entity under the laws of the jurisdiction of its incorporation; (ii) it has all rights, power, and authority necessary to enter into this Agreement and perform its obligations hereunder; (iii) its performance of this Agreement, and the other Party's exercise of its rights under this Agreement, will not conflict with or result in a breach or violation of any of the terms or provisions or constitute a default under any agreement by which it is bound or any applicable Laws; (iv) it will comply with all applicable Laws in performing its obligations under this Agreement.

**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.**

6.2. Anchorage Representations and Warranties. Anchorage represents, warrants and covenants as of the Effective Date and each calendar day during the Term that: (i) the Services will conform to this Agreement; (ii) it is the owner of or is duly authorized to provide all Services; (iii) it has all rights necessary to grant all the rights and licenses that it purports to grant and perform all of its obligations under this Agreement; (iv) it is not aware of any claim that the Services, and the use thereof by any Authorized Person in accordance with this Agreement, infringe upon or otherwise violate any statutory, common law or other rights of any Third Party in or to any Intellectual Property Rights therein; and (v) as of the Effective Date, there is no pending, threatened, or anticipated claim, suit, or proceeding affecting or that could affect Anchorage's ability to perform and fulfill its obligations under this Agreement.

In addition, Anchorage represents, warrants and covenants as of the Effective Date and each calendar day during the Term that:

(a) Anchorage has adopted, implemented, and shall maintain and follow a reasonable risk- based sanctions compliance program ("Sanctions Program") that complies with all applicable economic sanctions laws and regulations imposed by the United States (including as administered and/or enforced by the Office of Foreign Assets Control), the United Kingdom, the European Union, the United Nations and other applicable jurisdictions (collectively "Sanctions Laws"). That Sanctions Program prevents Digital Assets, deposits, withdrawals, transfers or transactions from being directly or indirectly derived from or associated with persons, entities or jurisdictions that are the target or subject of sanctions in violation of any Sanctions Laws

(b) Anchorage has also adopted, implemented and shall maintain and follow an anti-money laundering program ("AML Program") that complies with (i) all applicable laws and regulations relating to anti-money laundering, including the Bank Secrecy Act, as amended by the USA PATRIOT Act and the Anti-Money Laundering Act of 2020 (collectively "AML Laws"), and (ii) industry best practice. As part of its AML Program, Anchorage 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 transactions and asset transfers conducted by Anchorage, and to all customer accounts opened at Anchorage, including any opened by authorized participants of the Client or trading counterparties of the Client (collectively known as "Counterparty Accounts") for the purpose of facilitating bitcoin or ethereum deposits to, and withdrawals from, the Client's Account.

(c) All fund movements, whether from a public blockchain address outside Anchorage or from an account within Anchorage, into Client's Account or a Counterparty's Account at Anchorage will be sanctions screened, including with blockchain analytics software, to ensure that digital asset in kind transactions did not originate from persons, entities or jurisdictions that are the target or subject of sanctions, or associated with such persons, entities or jurisdictions, or otherwise in violation of any Sanctions Laws, prior to any onward transfer to the Client's Account(s) at Anchorage.

(d) In the event sanctions screening results in a digital asset in-kind transaction being suspected or determined to be in violation of any Sanctions Laws, Anchorage will (a) block or reject the deposit of such bitcoin or ethereum into Client's Account or the Counterparty Account, as applicable, in accordance with applicable Sanctions Laws, and (b) promptly inform the Client if any fund

movement or attempted fund movement into Client's Account, including between a Counterparty Account at Anchorage and the Client's Account(s) at Anchorage, involves the aforementioned. Furthermore, in the event of blocking, Anchorage will assess the need to segregate the assets and file a report on blocked property in accordance with applicable Sanctions Laws. Anchorage will inform the Client should it file such a report as legally permitted.

(e) Anchorage also agrees to provide Client with (i) a quarterly report or attestation, as applicable, on the sanctions screening results of any fund movement between a Counterparty Account at Anchorage and the Client's Account(s), 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 Anchorage's AML Laws and Sanctions Laws controls. Client is permitted to share this report with service providers of the Client and authorized participants and trading counterparties.

(f) Anchorage complies with all applicable Laws, including U.S. securities laws and regulations, as well as AML Laws, Sanctions Laws, banking laws, and any other laws and regulations to which it is subject.

(g) It possesses and will maintain, all licenses, registrations, authorizations and approvals required by any applicable government agency or regulatory authority for it to operate its business and provide the Services;

(h) It is and shall remain in good standing with all relevant government agencies, departments, regulatory and supervisory bodies 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, promptly notify Client if it ceases to be in good standing with any regulatory authority;

(i) It shall promptly provide information as the Client may reasonably request in writing from time to time in connection with its provision of the 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;

(j) It has all rights necessary to provide Client with access to the Technology Platform and any other tech/data provided by Anchorage (the "Anchorage Tech") as contemplated herein; and the intended use by Client of the Anchorage Tech as described in and in accordance with this Agreement shall not infringe, violate or misappropriate the intellectual property rights of any third party;

(k) Anchorage and each Anchorage Affiliate has policies and procedures in place that are designed to mitigate conflicts of interest. Anchorage and each Anchorage Affiliate will maintain appropriate and effective arrangements to eliminate or manage conflicts of interest, including segregation of duties, information barriers and training. Anchorage will notify Client, on behalf of itself and each Anchorage Affiliate, in accordance with the notice provisions hereof of changes to its or such Affiliate's business that are material to its or its Affiliate's ability to manage its conflicts of interest.

(l) Anchorage shall only permit the transfer of Digital Assets to Client's Account from, or withdraw assets from Client's Account to, a public wallet address on the Blockchain that Anchorage has onboarded through its AML Program and performed sanctions screening on, including with blockchain analytics software (such address, a "whitelisted address").

6.3. Client Representations and Warranties. The Client represents, warrants and covenants as of the Effective Date and as of each Direction from Client provided hereunder that: (i) Client is and has been for the past five (5) years or since its formation, whichever is more recent, based on a reasonable investigation and analysis of such applicable Laws, in material compliance with all applicable Laws, including but not limited to those relating to anti- money laundering, Know-Your-Customer, customer identification and similar Laws; (ii) Client shall only use the Account(s) for the purpose of custody of Digital Assets by Client as beneficial owner, and under no circumstances shall Client use or cause Account(s) to receive third party payments; (iii) any Digital Assets or fiat currency deposited into any Account are not proceeds of a crime; and (iv) Client is not directly or indirectly owned or controlled by any person or entity (a) included on the Specially Designated Nationals and Blocked Persons or the Consolidated Sanctions List maintained by the Office of Foreign Assets Controls ("**OFAC**") or similar list maintained by any government entity from time to time; or (b) located, organized, or resident in a country or territory that is the target of sanctions imposed by OFAC or any government entity.

6.4. Anchorage Disclaimers. **Except to the extent set forth in Sections 6.1 and 6.2 above, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANCHORAGE EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE.**The Parties further acknowledge and agree that Anchorage has no obligation to inquire into, and shall not be liable for any damages or other liabilities or harm to any person or entity relating to: (i) (i) the authority of any Authorized Person to act on behalf of the Client with respect to a Digital Asset; (ii) the accuracy or completeness of any Client Data or information provided by Client or any Authorized Person with respect to a Digital Asset or Direction; or (iii) the collectability, insurability, effectiveness, marketability or suitability of any Digital Asset. Client additionally understands and agrees that Anchorage will follow the Directions from Client.

6.5. Prohibition Against Nested Transactions. Client shall not permit any transactions and/or activities of a financial institution from passing through any of the Account(s). Client shall provide Anchorage with such assurances and/or confirmation regarding Client's compliance with the foregoing prohibition as Anchorage may require, at its sole discretion from time to time, within such time frames as Anchorage may require and in form and substance acceptable to Anchorage. Should Client become aware of the use of an Account by any other financial institution, directly or indirectly, Client will promptly cause such use and/or activity to immediately cease and shall promptly notify Anchorage, in writing, of such circumstances.

**7. Security Requirements; Personal Information.**

7.1. Security Requirements; Personal Information. Client and Anchorage hereby agree that the Data Processing Addendum provided in Schedule C shall apply to and is hereby incorporated into this Agreement. Client will comply with and cause Authorized Persons and its Representatives to comply with the terms and conditions set forth in the Data Processing Addendum.

7.2. Breach Notifications. Anchorage agrees to use commercially reasonable efforts to notify Client of any Personal Data Breach involving Client Data within forty-eight (48) hours of becoming aware of the

Personal Data Breach.

7.3. Changes in Law. To the extent that applicable data protection Laws impose any additional compliance obligations that are not sufficiently addressed in this Agreement, the Parties agree to enter into good faith discussions regarding amending this Agreement or taking such other steps as may be mutually agreed as reasonably necessary to achieve compliance with those applicable data protection Laws.

**8. Confidentiality.**

8.1. Use and Disclosure. The Parties acknowledge that, in the course of performance of this Agreement, it may be necessary for one Party ("**Disclosing Party**") to disclose or permit access to Confidential Information to the other Party ("**Receiving Party**") and its Representatives. Disclosing Party's disclosure of, or provision of access to, Confidential Information to Receiving Party's Representatives is solely for the purposes agreed to under this Agreement.

8.2. Confidential Treatment. Confidential Information disclosed to a Receiving Party will be held in confidence by the Receiving Party and not disclosed to others or used except as expressly permitted under this Agreement or as expressly authorized in writing by the Disclosing Party. Each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own information of like nature, but in no circumstances less than reasonable care. At the Disclosing Party's written request, the Receiving Party will return or destroy any or all of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, either Party may retain copies of Confidential Information and Client Data (i) for audit, legal, accounting or compliance purposes; (ii) if included within unstructured backup files or that technically cannot be deleted; (iii) pursuant to a bona fide and consistently applied document retention policy or regular backup of data storage systems; provided, further, that in either case, any Confidential Information so retained shall remain subject to the confidentiality obligations of this Agreement (iv) as licensed pursuant to Section 3.3; or (iv) as may be required by applicable Laws, including requirements of the OCC.

8.3. Allowances. Notwithstanding anything to the contrary in this Section 8, Confidential Information may be disclosed by a Receiving Party to its Representatives, service providers, including Vendors, and professional advisors who require it in connection with their duties in performing such Party's obligations under this Agreement and who are bound by confidentiality obligations substantially similar to those of this Agreement and which would extend to the Disclosing Party's Confidential Information. If disclosure is compelled by law, pursuant to a duly authorized subpoena, court order, or government authority, unless otherwise prohibited by law, the Receiving Party shall provide the Disclosing Party with prompt written notice to permit the Disclosing Party to seek a protective order or other appropriate remedy protecting its Confidential Information from disclosure. If disclosure is required, the Receiving Party shall limit the disclosure of the Confidential Information to only the portions required to be disclosed. Notwithstanding the foregoing, Anchorage may disclose any Confidential Information of Client to the OCC, or that is requested from, or required or appropriate to be provided to, any other state, federal, or international governmental or regulatory body with jurisdiction over Anchorage, without prior notice to Client. In addition, notwithstanding the foregoing, Anchorage may disclose the existence and terms of this Agreement in connection with an actual or prospective sale or transfer of Anchorage's assets or stock.

**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.**

8.4. Exceptions. Except with respect to Personal Information, which will in all circumstances remain Confidential Information, obligations under this Section 8 will not apply to information which: (a) is or becomes available in the public domain without breach of this Agreement; (b) was lawfully received by the Receiving Party from a Third Party without confidentiality restrictions; (c) was known or legally in the possession of to the Receiving Party and its Representatives without confidentiality obligations prior to disclosure from the Disclosing Party; and (d) was independently developed by the Receiving Party without breach of this Agreement.

**9. Indemnification.**

9.1. Indemnification Obligation.

a) Client shall defend and indemnify and hold harmless Anchorage, its affiliates, and their respective officers, directors, agents, employees and representatives from and against any and all Third Party Claims and Losses arising out of or relating to Client's material breach of this Agreement, Client's violation of any law, rule or regulation related to the performance of its obligations under this Agreement, or Client's gross negligence, fraud or willful misconduct, in each case unless caused primarily by Anchorage's breach, negligence, willful misconduct, fraud, or failure to abide by the relevant standard of care as set forth in Section 10. This obligation will survive any termination of this Agreement as it relates to the Claims and Losses arising during the term of the Agreement or as it relates to activity during such term. Client shall not 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 9.1(a), without such indemnified party's prior written consent.

b) Anchorage 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 Claims and Losses to the extent arising out of or relating to Anchorage's: (i) any breach of Anchorage's confidentiality, data protection and/or information security obligations, (ii) violation of any law, rule or regulation with respect to the provision of the Services; (iii) the full amount of any Client Digital Assets lost (provided that clause (iii) will also include Claims and Losses that are direct damages to Client); (iv) gross negligence, fraud or willful misconduct; or (v) that Client's access or use of the Services, in accordance with the terms and conditions of this Agreement violates, misappropriates, or infringes 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 Agreement or as it relates to activity during such term (including, for the avoidance of doubt, any Transition Period). This obligation will survive any termination of this Agreement. Anchorage shall not 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 9.1(b), without such indemnified party's prior written consent.

9.2. For the purposes of this 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.

**10. Liability.**

10.1. LIMITATION OF LIABILITY. EXCEPT FOR ANCHORAGE'S NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, ANCHORAGE SHALL NOT BE LIABLE FOR ANY LOSSES, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCURRED BY CLIENT, FOR ANY AMOUNT IN EXCESS OF THE GREATER OF $5,000,000 AND FEES PAID BY CLIENT IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE LIABILITY ARISES. IN THE EVENT OF A LOSS OF SOME, OR ALL OF, A CLIENT'S DIGITAL ASSETS WHICH AROSE OUT OF ANCHORAGE'S NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, ANCHORAGE SHALL IN THE CASE OF LOST DIGITAL ASSETS, RETURN TO CLIENT A QUANTITY OF DIGITAL ASSETS EQUAL TO THE QUANTITY OF SUCH LOST DIGITAL ASSETS.

10.2. DAMAGES LIMITATION. IN NO EVENT WILL A PARTY BE LIABLE FOR (I) LOSSES WHICH ARISE FROM A PARTY'S COMPLIANCE WITH APPLICABLE LAWS, INCLUDING SANCTIONS LAW ADMINISTERED BY OFAC; OR (II) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS OR LOSS OF BUSINESS ARISING IN CONNECTION WITH THIS AGREEMENT. IN ADDITION TO THE FOREGOING, ANCHORAGE SHALL NOT BE LIABLE FOR ANY LOSSES WHICH ARISE AS A RESULT OF THE NON-RETURN OF DIGITAL ASSETS THAT CLIENT HAS DELEGATED TO ANCHORAGE OR A THIRD PARTY FOR ON-CHAIN SERVICES, SUCH AS STAKING, VOTING, VESTING AND SIGNALING, UNLESS SUCH LOSSES OCCUR AS A RESULT OF ANCHORAGE'S NEGLIGENCE, FRAUD, OR INTENTIONAL MISCONDUCT.

FOR THE AVOIDANCE OF DOUBT, THE LIMITATION OF LIABILITY IN THIS SECTION 10 IS A SEPARATE LIMITATION OF LIABILITY AS TO EACH CLIENT AND SHALL NOT INCLUDE ANY AMOUNT PAID BY CLIENTS IN THE AGGREGATE.

**11. Dispute Resolution; Binding Arbitration.**

11.1. Initial Resolution; Mediation. In the event of any dispute, potential claim, question, or disagreement arising from or relating to this Agreement or the breach thereof (collectively, a "**Dispute**"), the aggrieved Party shall notify the other of the aggrieved Party's intent to address and resolve the Dispute, and the specific terms of such Dispute. The Parties shall use their commercially reasonable efforts to promptly settle the Dispute. Such efforts will include, at a minimum, that executives of each Party consult, meet in person, and negotiate with each other in good faith. If the Parties do not resolve the Dispute pursuant to the foregoing paragraph within a period of 30 days following the aggrieved Party's notice, then, upon notice by either Party to the other, the Parties agree to confidentially mediate the Dispute in good faith according to the American Arbitration Association ("**AAA**") Commercial Mediation Procedures in Wilmington, Delaware or another location agreed to by the Parties. The Parties shall work in good faith with the mediator to attempt to complete the

mediation within 30 days of such notice.

11.2. Arbitration. If the parties do not resolve the Dispute pursuant to the foregoing paragraph, then, upon notice by either Party to the other, the Dispute shall be finally settled by binding arbitration administered by the AAA in accordance with the provisions of its rules applicable to commercial disputes. The arbitration shall be conducted on a confidential basis in Wilmington, Delaware or another location agreed to by the Parties. The arbitration shall be conducted before a single arbitrator experienced in contract, finance and technology law. Any decision or award shall be in writing and shall provide an explanation for all conclusions of law and fact. The arbitrator may award the prevailing Party on each claim or defense, if any, as determined by the arbitrator, some or all of its Costs, in the arbitrator's sole discretion. "**Costs**" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, out-of-pocket expenses such as copying and telephone, witness fees, and reasonable attorneys' fees.

No Party shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce any agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

11.3. Exception for Protection of Confidential Information. The Parties each agree that the protection of Confidential Information is necessary and reasonable in order to protect the Disclosing Party and its business. The Parties each expressly agree that monetary damages would be inadequate to compensate the Disclosing Party for any breach of its Confidential Information. Accordingly, each Party agrees and acknowledges that any such violation or threatened violation would cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach or continued breach by the Receiving Party, without the necessity of proving actual damages.

11.4. Annual Certificate and Report. Upon Client's written request, which shall occur no more than once per calendar year, Client shall be entitled to request that Anchorage 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. The SOC Reports shall not be dated more than one year prior to such request. Anchorage reserves the right to combine the SOC 1 and SOC 2 reports into a comprehensive report. In the event that Anchorage does not deliver a SOC 1 Report or SOC 2 Report, as applicable, Client shall be entitled to terminate this Agreement.

Upon Client's written request, which request shall occur no more than once per calendar year, Anchorage shall deliver to Client a certificate signed by a duly authorized officer, which certificate shall certify that the representations and warranties of Anchorage contained in Section 11.4 of this Agreement are true and correct on and as of the date of such certificate and have been true and correct throughout the preceding year, but only to the extent that the representations and warranties of Anchorage contained in Section 11.4 are not expressly addressed in the SOC Reports.

11.5. Enhanced Due Diligence. Upon ninety (90) days' advance written notice by the Client, which shall occur no more than once per calendar year, Anchorage will respond to updated due diligence requests to update any initial information that Anchorage provided prior to execution of this Agreement. Pursuant to Section 1.4 of the Agreement, Client shall have access to Technology Platform which provides monthly statements that show transactions records, balances, and holdings of Client Digital Assets which can be viewed by the Client's third-party accountants or consultants via the Technology Platform or Anchorage API as described in Section 2.3 of the Agreement.

**12. General Provisions.**

12.1. Independent Contractor. It is understood by the Parties that Anchorage is an independent contractor, and that this Agreement does not create or constitute a partnership, joint venture, or employment relationship between the Parties.

12.2. No Third Party Beneficiaries. This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

12.3. [Reserved]

12.4. Force Majeure. Neither Party will be liable to the other Party for the failure to perform or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by or results from a Force Majeure Event. The affected Party will not be held liable by the other Party for such non-performance or delay as long as the fact of the occurrence of such Force Majeure Event is reasonably provable. In addition, Anchorage will not be liable to Client for any costs or expenses incurred by Client as a result of any Force Majeure Event. For the avoidance of doubt, a cybersecurity attack, hack, or other intrusion upon an Anchorage owned or controlled system, by a third party or by someone associated with Anchorage, is not a circumstance that is beyond Anchorage's reasonable control, to the extent such cybersecurity attack, hack, or other intrusion is due to Anchorage's failure to comply with its obligations under this Agreement.

12.5. Notices. All notices required or permitted under this Agreement will be in writing and delivered by courier, mail, electronic mail, or within the Anchorage application (except for service of legal process which shall be by courier). A Party's email addresses, or physical address may be changed from time to time by either Party by providing written notice to the other in the manner set forth above.

12.6. Execution in Counterparts and by Electronic Means. This Agreement may be executed in counterparts and by electronic means and the Parties agree that such electronic means and delivery will have the same force and effect as delivery of an original document with original signatures.

12.7. Entire Agreement; Amendment. This Agreement includes all exhibits, schedules, and attachments referenced herein, all of which are incorporated herein by this reference. This Agreement is the final, complete, and entire agreement of the Parties. There are no other promises or conditions in any other agreement, oral, or written. This Agreement supersedes and replace, as applicable, any prior

**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.**

promises, agreements, representations, undertakings, or implications whether made orally or in writing between the Parties related to the subject matter of this Agreement, including but not limited to, any prior Master Custody Services Agreements entered into between the Parties which shall be deemed terminated upon the execution of this Agreement. The Agreement may only be modified or amended in writing and signed by both Parties.

12.8. Remedies Cumulative. Each Party will have all of the rights and remedies provided by law in addition to the rights and remedies set forth in this Agreement and in any other agreement or writing between the Parties. All of a Party's rights and remedies are cumulative and may be exercised from time to time, and the pursuit of one right or remedy will not constitute an exclusive election or otherwise preclude or limit its pursuit of any other or additional right or remedy.

12.9. Severability. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provisions will be deemed to be written, construed and enforced as so limited.

12.10. Assignment. No Party may assign any of its rights under this Agreement or delegate its performance under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld; except that a Party may assign its rights and delegate its performance under this Agreement to: (i) any entity that acquires all or substantially all of its assets; (ii) any Affiliate that controls, is controlled by, or is under common control with Anchorage; (iii) any successor in a merger, acquisition, or reorganization, including any judicial reorganization; and (iv) any successor in a merger, acquisition, or reorganization, including any judicial reorganization, in each case provided that, in the case of an Anchorage assignment, such assignee or delegate is a "qualified custodian" under applicable Laws. In the event any assignment under Section 12.10 (i) through (iv) occurs, Client may, at its sole discretion, terminate immediately with a written notice to the new entity assuming Anchorage's rights and obligations under this Agreement.

12.11. Use of Affiliates. Anchorage may use Anchorage Affiliates to provide certain Services as directed by Anchorage. Without limiting the generality of the foregoing, Anchorage hereby discloses that it is a subsidiary of Anchor Labs, Inc., which provides certain technology and administrative services to Anchorage in support of Anchorage's provision of Services hereunder, pursuant to an Intercompany Services Agreement between Anchorage and Anchor Labs, Inc. Anchorage is, and will at all times be, responsible for the acts and omissions of its Affiliates, including Anchor Labs, Inc., and all provisions under this Agreement that are applicable to Anchorage will apply equally to its Affiliates, including Anchor Labs, Inc. For the avoidance of doubt, this section does not apply to Anchorage's use of a Vendor, Fiat Institution, or other service provider.

12.12. No Waiver of Contractual Right. The failure of either Party to enforce any provision of this Agreement will not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. A waiver or consent given on one occasion is effective only in that instance and will not be construed as a bar to or waiver of any other right on any other occasion.

**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.**

12.13. Governing Law.This Agreement will be governed by and construed exclusively in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions or rules. Subject to Section 11, the Parties hereby agree to submit to the exclusive jurisdiction of any appropriate court located in New York, New York, as a forum for litigation. Each of the Parties hereto hereby waives all right to trial by jury in any lawsuit, action, proceeding or counterclaim arising out of this Agreement.

12.14. Insurance. Anchorage shall obtain and maintain, at its sole expense, insurance coverage in such types and amounts that are compliant with the requirements of Schedule D to this Agreement.

12.15. Survival. Any expiration or termination of this Agreement will not affect any accrued claims, rights or liabilities of Parties, and all provisions which must survive to fulfill their intended purposes, or by their nature are intended to survive such expiration or termination will survive, including Sections 2 - 12, and the Schedules.

**SCHEDULE A – DEFINITIONS**

"**Account**" means an account established in the name of, or for the benefit of a Client, in which the ownership of Digital Assets is recorded and to which Digital Assets are credited. Each Account is recorded separately on Anchorage's books and records and has one or more unique wallet addresses. An organization may have one or more Accounts, and an Account may have one or more Vaults. The Authorized Persons and Quorum requirements for each Account may differ from those of other Accounts.

"**Acceptable Device**" means a hardware device with software configuration set forth in Schedule B.

"**Affiliate**" means an entity controlling, controlled by or under common control with a Party.

"**Affirmative Action**" is defined as the Client's written notification to Anchorage 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.

"**Anchorage API"** means the application programming interface, as such may be modified from time to time, made available by Anchorage as part of the Services.

"**Annual Basis Points**" refers to the annual rate for custody fees. Monthly Custody Fees are charged at the rate of one-twelfth of the listed annual rate.

"**AUC**" or "**Assets Under Custody**" means the average daily balance of Client Digital Assets in Anchorage's custody each month, calculated after the conclusion of each month, where the average daily balance is determined by adding each daily balance and dividing the sum of the daily balances by the number of days in such month (or in the case of the first month, by the number of days in such month following the Fees Commencement Date). Daily balances are calculated in U.S. Dollars by applying closing prices, as provided by CryptoCompare.com at the close of each day (UTC), or if unavailable, other reliable, reputable third party pricing sources, selected at Anchorage's sole discretion, to the end of day holdings in the Account. If such source(s)' closing prices for certain Digital Assets are

unavailable, or Anchorage reasonably determines that such prices are unreliable due to low or inconsistent trading volumes, Anchorage may use fixed pricing for such Digital Assets, which will be determined in Anchorage's reasonable sole discretion.

"**Authenticated Instruction**" means a Direction (i) regarding specific Digital Assets; (ii) to add or remove Authorized Persons; (iii) to generate or remove, or change permissions for, Anchorage API keys; or (iv) which is otherwise provided for by the Services; by (a) an Authorized Person that has received Quorum approval (where such Quorum approval is required) or (b) an authorized application using an Anchorage API key (generated by an Authorized Person). Anchorage's authentication processes and procedures will be determined by Anchorage in its sole discretion from time to time, and will include biometric authentication for each Authorized Person, which may include but are not limited to fingerprint, facial recognition, or voiceprint. Where the purpose of an Authenticated Instruction relates to Digital Assets, such an Authenticated Instruction is an Entitlement Order for purposes of the UCC.

"**Authorized Person**" means a person nominated by Client, or another party if so, contemplated by a Client Service Provider Agreement or Control Agreement, and thereafter approved by Anchorage pursuant to Section 2.1.

"**Basis Point**" means $1/100^{th}$ of 1%.

"**Blockchain**" means software operating a distributed ledger which is maintained by a network of computers, and that records all transactions in a Digital Asset in theoretically unchangeable data packages known as blocks, each of which are timestamped to reference the previous block so that the blocks are linked in a chain that evidences the entire history of transactions in the Digital Asset.

"**Client Data**" means any or all of the following, and all copies thereof, regardless of the form or media: (i) Personal Information of Client or an Authorized Person; and (ii) any non-public data or information provided or submitted by or on behalf of Client or an Authorized Person as part of the Services.

"**Confidential Information**" means information and technical data, which is not generally known to the public, whether disclosed directly or indirectly, in writing, orally, or visually, that the Receiving Party knows or should know is confidential or proprietary. Examples of Confidential Information include, but are not limited to, a Party's products, software, websites, apps, marketing plans and materials, business strategies, business methods, models, financial reports or projections, product plans and specifications, designs, processes, manuals, ideas, concepts, drawings, pricing, fees, operational plans, know-how, employee information, shareholder information, vendor information, customer information, and ownership or investor information.

"**Digital Asset**" means a digital representation of value that may function as a medium of exchange or medium for investment, and which is evidenced on, and can be electronically received and stored using distributed ledger technology. For the avoidance of doubt, Digital Assets held by Anchorage for the Client are "Financial Assets" for purposes of the UCC and are not assets of Anchorage.

**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.**

"**Direction**" means any directions, instructions or requests made by Client through the Services, including but not limited to Authenticated Instructions, through the Anchorage application made by Authorized Persons, or the Anchorage API, relating to the storage or transfer of Digital Assets.

"**Documentation**" means all Client manuals, training and marketing materials, guides, product descriptions, product specifications, technical manuals, supporting materials, and other information relating to the Services and provided by Anchorage to Client.

"**Management** Fee" shall mean service fee Client charges its own customers for trust or exchange-traded funds services.

"**Fee**" has the meaning provided in the Order Form.

"**Fiat Services**" means services related to the custody, management, and Directions related to fiat currencies owned by Client and held for Client's benefit by Anchorage, including (i) holding Client's fiat currency in an omnibus banking account held for the benefit of Anchorage's clients, and (ii) transferring Client's fiat currency as directed by Client, a Client Service Provider or other Client designee.

"**Force Majeure Event**" means an event occurring after the Effective Date caused by a circumstance beyond a Party's reasonable control and that could not have been prevented or avoided by the exercise of due diligence, including, but not limited to natural catastrophes, fire, explosions, pandemic or local epidemic, war or other action by a state actor, public power outages, civil unrests and conflicts, labor strikes or extreme shortages, acts of terrorism or espionage, Domain Name System server issues outside a Party's direct control, technology attacks (e.g., DoS, DDoS, MitM), cyberattack or malfunction on the blockchain network or protocol, or governmental action rendering performance illegal or impossible.

"**Fork**" means (i) that a Digital Asset network has been changed in a way that makes it incompatible with the unchanged version of the Digital Asset network, (ii) a material population of miners and/or users of the Digital Asset network accept the changes, and (iii) that the two resulting Digital Asset networks have not been merged together in a timely manner. A Fork may create two separate Digital Asset networks (each, a "**Forked Network**"), and may result in Anchorage holding an identical amount of Digital Assets associated with each Forked Network.

"**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 Forked Network, airdrop or similar occurrence, without any action on the part of Client or its trustee or the Sponsor on its behalf..

"**Intellectual Property Right(s)**" means, with respect to any thing, material or work (hereinafter, a "**Work**"): any and all (i) worldwide copyrights, trademarks, trade secrets and any other intellectual property and proprietary rights and legal protections in and to such Work including but not limited to all rights under treaties and conventions and applications related to any of the foregoing; (ii) all patents, patent applications,

registrations and rights to make applications and registrations for the foregoing; (iii) all goodwill associated with the foregoing; (iv) all renewals, extensions, reversions or restorations of all such rights; (v) all works based upon, derived from, or incorporating the Work; (vi) all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; (vii) all causes of action, either in law or in equity for past, present or future infringement based on the Work; (viii) rights corresponding to each of the foregoing throughout the world; and (ix) all the rights embraced or embodied therein, including but not limited to, the right to duplicate, reproduce, copy, distribute, publicly perform, display, license, adapt, prepare derivative works from the Work, together with all physical or tangible embodiments of the Work.

"**Laws**" means all United States federal, state and local laws, statutes, ordinances, regulations, rules, executive orders, circulars, opinions, agency guidance, interpretive letters and other official releases, request, or recommendation of or by any government, or any authority, department or agency thereof.

**"Monthly Custody Fee"** means (Annual Basis Points x AUC)/12 as calculated using the fee table in the Order Form.

**"Monthly Minimum Fee"** refers to the fees as agreed by Parties in the Order Form.

"**Monthly NFT Custody Fee**" means as provided in the Order Form or as agreed by Client in the Anchorage Technology Platform, provided that if there is any discrepancy between such Fees, the Fees stated in the Order Form shall govern.

"**NFT**" or "**Non-Fungible Token**" means a digital representation of value which is evidenced in a Blockchain and is used to certify authenticity and ownership of specific Digital Assets. For all purposes of this Agreement (except where specifically addressed), NFTs are included within the definition of "Digital Asset" herein and are deemed a type of Digital Asset.

"**NFT AUC**" means the average daily balance of Client NFTs in Anchorage's custody each month, calculated after the conclusion of each month, where the average daily balance is determined by adding each daily balance from the applicable month and dividing the sum of the daily balances by the number of days in such month (or in the case of the first month, by the number of days in such month following the Fees Commencement Date). Daily balances are calculated in U.S. Dollars based on the corresponding NFT collection floor price. NFT collection floor price means the lowest listed price of any NFT within a collection at a given time, as determined by Anchorage at its sole discretion, provided that such floor price may be subject to change when a reliable, reputable third party pricing source, selected at Anchorage's sole discretion, becomes available.

"**On-Chain Services**" has the meaning set forth in Section 2.4.

"**One-Time Onboarding Fee**" refers to the fees for establishing Client as an Anchorage customer, including KYC/AML processes; one in-person training session; Authorized Person onboarding; and remote training for up to ten (10) individuals. Credit, if any, may be applied to Client Fees only above the Monthly Minimum Fee, and will be applied fully each month until the credit has been fully expended within the Initial Term. Any remaining credit after the Initial Term shall be forfeited.

**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.**

"**Personal Data Breach**" has the meaning provided for in the Data Processing Addendum.

"**Personal Information**" means any information relating to an identified or identifiable individual, such as name, postal address, email address, telephone number, date of birth, Social Security number (or its equivalent), driver's license number, account number, personal identification number, health or medical information, fingerprint, voice print, or any other unique logical or biometric identifier specific to an individual, regardless of the media in which it is contained, that is: (i) disclosed to Anchorage, its Affiliates or Anchorage Representatives by Client or an Authorized Person in anticipation of, in connection with or incidental to the Services; (ii) processed at any time by Anchorage, an Anchorage Affiliate or Anchorage Representatives in connection with or incidental to the performance of its obligations under this Agreement; or (iii) derived by Anchorage, an Anchorage Affiliate or Anchorage Representatives from the information described in (i) and (ii) above.

"**Private Key**" means an alphanumeric string known only to the holder of a Digital Asset, which must be used to transact the Digital Asset represented by the corresponding Public Key.

"**Public Key**" means an alphanumeric string on a Blockchain that indicates ownership/possession of a specific amount of a Digital Asset by a specific network participant. The Public Key is visible to all participants in the Blockchain's network.

"**Quorum**" means the minimum number of Authorized Persons required to approve a Direction which requires a quorum. Unless otherwise specified in an applicable Client Service Provider Agreement, Control Agreement, or instructions provided in connection therewith, (i) Client may designate the total number and the minimum number of Authorized Persons required to approve an Authenticated Instruction or other Direction so long as Client designates at least three (3) Authorized Persons, with at least two (2) required to approve any Direction.

"**Representative**" means any employees, officers, directors, representatives, contractors, and agents of a Party.

"**Services**" means the services related to the custody and settlement of Digital Assets provided by Anchorage to Client under this Agreement (including any attachments, schedules, exhibits, or addendums), including the Technology Platform and Support Services. "Services" also includes Fiat Services or On-Chain Services if Anchorage has offered such services to Client, and Client has accepted such services. For the avoidance of doubt, "Services" expressly excludes the provision of legal, tax, brokerage, or investment advice or recommendations.

**"Support Services"** means services supporting the use of the Services, including access to Anchorage Representatives for support related to Account(s), training, etc.

**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.**

"**Technology Platform**" means the technology platform and application provided by Anchorage and made available to Client to access the Services and Account(s), including the Anchorage API, and any changes, improvements, extensions thereto or other versions thereof in order to: (i) store Client's Digital Assets and provide related services; (ii) handle Digital Assets according to Authenticated Instructions; and (iii) determine the eligibility of Digital Assets for storage and continued storage. The Technology Platform includes but is not limited to (i) algorithms, computer programs, concepts, ideas, inventions, machines, mask works, procedures, processes, rates, security codes, and works of authorship in all cases whether or not patentable or copyrightable, that are owned or in-licensed by Anchorage or that otherwise are or have been created, developed, owned, incorporated or generated, in whole or in part, by or on behalf of Anchorage for or into or in connection with features, functions, tools or services to be provided pursuant to this Agreement, (ii) all data and other information that are or can be collected, compiled, or derived by or on behalf of Anchorage from any usage by Client or any other person of any work, invention, or other subject matter referred to in the foregoing, and (iii) any work, invention, or other subject matter that constitutes or relates to a suggestion, enhancement, modification, improvement, upgrade, or update regarding, or that is otherwise based on or derived from or related to, any work, invention, or other subject matter referred to in this the foregoing.

"**Third Party**" means a person(s) or any legal entity that is not a Party, a Representative of a Party, or an Affiliate of a Party.

"**UUC**" or "**Units Under Custody**" means the average daily quantity of Client Digital Assets in Anchorage's custody each month, calculated after the conclusion of each month, where the average daily quantity is determined by adding each daily quantity and dividing the sum of the daily quantity amounts by the number of days in such month (or in the case of the first month, by the number of days in such month following the Fees Commencement Date). The first invoice will be sent after the end of the calendar month including the Fees Commencement Date, unless otherwise agreed in writing by the Parties.

"**Vault**" means a subdivision of an Account. Each Vault is held separately on Anchorage's books and records and may have one or more unique wallet addresses. The Authorized Persons and Quorum requirements for each Vault may differ from those of other Vaults.

"**Vendor**" means any Third Party retained by Anchorage or its Affiliates to provide technical or professional services used by Anchorage or its Affiliates to provide the Services to Client.

"**Vesting Schedule"** shall mean a schedule provided by the Token Issuer which determines when the Restricted Assets will become available for Client to withdraw from their Account or Vault.

**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.**

**SCHEDULE B**

**Technical and Equipment Specifications**

**1. Acceptable Device.**

As to each nominated Authorized Person, a unique iPhone with TouchID or FaceID is required for the Services and must meet the minimum iPhone model as required by Anchorage.

*Note: The iPhone SE is specifically excluded from the list of compatible devices. Anchorage also reserves the right, upon notice to Client, to exclude new iPhone versions for a brief period as Anchorage deems necessary in its sole discretion (such as to ensure that the new software and/or device is operable with the Anchorage application and systems, is secure, and free from material bugs).*

**2. Software Specifications.**

As to each Acceptable Device of each nominated Authorized Person, the operating system must meet the minimum iOS version as required by Anchorage.

**3. Changes to Schedule B.**

Anchorage may, in its sole discretion, amend the Acceptable Device and Software Specification requirements in this Schedule B for security or service purposes with 30 days prior written notice to Client. Upon amendment of any Acceptable Device and Software Specification requirements, as provided hereunder, Client will update and/or replace the Acceptable Device(s) as may be necessary, at its sole expense. Client understands and agrees that ongoing access to the Services will depend on compliance with Anchorage Acceptable Device and Software Specification requirements.

**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.**

**SCHEDULE C**

**Anchor Labs Data Processing Addendum**

[***]

**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.**

**SCHEDULE D**

**Insurance**

[***]

**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.**

**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.**

**Exhibit 10.2**

# ANCHORAGE – EXCHANGE-TRADED PRODUCT (ETP) STAKING ADDENDUM

This addendum (the "**ETP Staking Addendum**") to the Master Custody Service Agreement dated August 8, 2025, as amended (the "**Anchorage Custody Agreement**"), between the entities listed in the "Client(s)" section of the Order Form of such Anchorage Custody Agreement (each, a "**Client**") and Anchorage Digital Bank N.A. ("**Anchorage**"), sets forth the terms pursuant to which Client may elect, pursuant to Section 2.4 of the Anchorage Custody Agreement, to receive staking as an On-Chain Service and may instruct Anchorage, by Direction and, where applicable, Authenticated Instruction, to cause certain Digital Assets held by Anchorage for Client and credited to the applicable Account to be committed (or "**Staked**"), in accordance with the underlying blockchain network or protocol, in support of a designated validator node operated by one or more validators (each, a "**Validator**") (including, if applicable, by delegating validation rights to such validator node). Except as otherwise agreed, the terms pursuant to which any such Validator shall undertake Validation Activities relating to Client's Staked Digital Assets shall be set forth in the relevant Approved Validator Schedule hereto.

This ETP Staking Addendum constitutes the written offer and acceptance of staking as an On-Chain Service for purposes of Section 2.4 of the Anchorage Custody Agreement and shall amend, as specifically described herein, and be incorporated into the Anchorage Custody Agreement. In the event of any inconsistency or conflict between the terms and conditions of this ETP Staking Addendum and the Anchorage Custody Agreement, the terms and conditions of this ETP Staking Addendum shall prevail solely with respect to staking and related matters expressly addressed herein. Anchorage's role under this ETP Staking Addendum is limited to providing the Services and implementing Directions in accordance with the Anchorage Custody Agreement, and no additional duties or obligations shall be implied.

1. **Definitions**. Any capitalized terms used not defined herein shall have the meaning set forth in the Anchorage Custody Agreement.

    a. "**Approved Validator**" means, in relation to any Eligible Digital Asset, any independent validator operator identified as such in Annex A to this ETP Staking Addendum ("**Annex A**"), as amended from time to time.

    b. "**Eligible Digital Assets**" means any Digital Assets set forth on Annex A, as amended from time to time.

    c. "**Rewards**" means with respect to each Staked Digital Asset, all on-chain staking rewards on the underlying blockchain network or protocol actually awarded in respect of such Staked Digital Asset as a result of Staking and the relevant Approved Validator's operation of the validator(s) to which such Staked Digital Asset is Staked (together with any activities incidental to such operation, "**Validation Activities**"), including, without limitation, inflationary rewards, block rewards, endorser rewards, transaction confirmation rewards, transaction fees, any rewards from maximal extractable value (MEV), which may be distributed by the underlying blockchain network or protocol via a combination of on-chain payments to (1) wallet addresses controlled by Anchorage or (2) wallet addresses controlled by Approved Validators. For the avoidance of doubt, Rewards shall not include any MEV or other incentives unless and until such amounts are successfully remitted to a Client Account.

    d. **Other Staking Benefit"** means any asset, opportunity or other economic benefit, other

**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.**

than Rewards, that is derived from, or conditioned upon, Staking Eligible Digital Assets.

e. "**Slashing**" means any blockchain network or protocol-level penalty that permanently reduces, burns, or otherwise confiscates Staked Digital Assets or their associated Rewards on a proof-of-stake network as a consequence of validator misbehavior, negligence, inaction, failure to meet any network or protocol standards, or invalid participation. Illustrative triggers include but are not limited to equivocation (e.g., double-attesting or surround-voting on Ethereum); duplicate block production or other conflicting - vote behavior; and extended downtime, invalid signatures, or protocol-defined malicious activity, that results in an on-chain deduction of stake.

f. "**Slashing Loss**" means any Staked Digital Assets that are subject to Slashing in connection with Staking Client's Eligible Digital Assets under this ETP Staking Addendum.

g. "**Direction**" and "**Authenticated Instruction**" shall have the meanings set forth in the Anchorage Custody Agreement, and each Staking Instruction and Unstaking Instruction shall constitute a Direction and, to the extent required by the Anchorage Custody Agreement or the Services, an Authenticated Instruction.

2. **Staking**. Subject to the terms of this ETP Staking Addendum and Section 2.4 of the Anchorage Custody Agreement, Client may instruct Anchorage, by Direction (and, where applicable, Authenticated Instruction), to Stake Eligible Digital Assets credited to the applicable Account to a Validator node operated by an Approved Validator. Any such instruction (a "**Staking Instruction**") shall be submitted through the Services using the authentication procedures required for an Authenticated Instruction under the Anchorage Custody Agreement. No instruction delivered by email, oral communication, or any other out-of-band channel shall be effective unless separately authenticated by Anchorage through the Services as an Authenticated Instruction. Client may issue an instruction to reduce the amount of Staked Digital Assets (an "**Unstaking Instruction**"). The decision of whether, and in what amounts, to Stake Eligible Digital Assets shall reside exclusively with Client and, Client shall not be required by Anchorage to Stake any minimum amount of Staked Digital Assets to any Approved Validator at any time (it being understood, if Digital Assets are Staked, a protocol may have protocol-mandated minimum staking amounts). Notwithstanding the foregoing, Anchorage shall otherwise implement any Unstaking Instruction solely pursuant to Client's Direction (and, where applicable, Authenticated Instruction), subject to the applicable Network Restrictions, protocol requirements, and processing times of the relevant blockchain network or protocol.

3. **Staking Instructions**. Any Staking Instruction or Unstaking Instruction shall be a Direction (and, where applicable, an Authenticated Instruction) and shall contain such information as Anchorage may reasonably require from time to time, which may include: (i) one or more Approved Validators, (ii) the type and amount of Eligible Digital Assets to be Staked to an Approved Validator (the "**Instructed Amount**"); and (iii) the date on which Anchorage shall implement the applicable Direction in respect of such Instructed Amount. A Staking Instruction or Unstaking Instruction may specify the Instructed Amount either as a fixed number of Eligible Digital Assets or as a percentage of all Eligible Digital Assets of that type credited to the applicable Account. Any Eligible Digital Assets Staked to an Approved Validator pursuant to this ETP Staking Addendum ("**Staked Digital Assets**") will remain credited to the applicable Account (except to the extent debited as a result of any Slashing). To the extent that at any time any Staked Digital Assets do not comply with any denomination, minimum size, or other standard required by the

applicable blockchain network or protocol, Anchorage shall notify Client of such requirement and await explicit Direction for Anchorage to implement in compliance with such requirements and in accordance with the Anchorage Custody Agreement. For the avoidance of doubt, none of Client, Client's Sponsor nor Anchorage shall, nor shall have any legal right to, participate in, direct or control any Validation Activity by any Approved Validator, except to direct the staking and unstaking of the Client's Eligible Digital Assets via a Staking Instruction or Unstaking Instruction, respectively.

4. **Approved Validator Schedules**.

   a. Client's decision to Stake Eligible Digital Assets to an Approved Validator shall be subject to the terms and conditions set forth in the corresponding Schedule attached hereto (each, an "**Approved Validator Schedule**"), except as Client, the Approved Validator and Anchorage shall otherwise agree in writing.

      For the avoidance of doubt, neither any Approved Validator nor any third-party independent validator operator shall be deemed to have custody of Client's private keys or Client's Digital Assets, and Anchorage shall retain custody of Client's private keys at all times in accordance with the Anchorage Custody Agreement.

   b. Anchorage may, as a purely ministerial accommodation and without any duty to do so, forward to an Approved Validator a written communication separately provided by Client. Any such forwarding shall not create any duty to monitor, enforce, confirm receipt, interpret, escalate, or act as agent, fiduciary, intermediary, or representative of Client or the Approved Validator, and Anchorage will have no responsibility (including, for any losses, damages, or liabilities) with respect to such communications. Anchorage shall use commercially reasonable efforts to notify Client of (i) any breaches of an Approved Validator Schedule by the Approved Validator of which Anchorage is aware and (ii) any notices delivered to Anchorage by an Approved Validator under the applicable Approved Validator Schedule, but shall have no obligation to monitor, enforce, or take any action with respect to any Approved Validator or any Approved Validator Schedule, and any actions taken by Anchorage in response to a Client request to transmit communications to an Approved Validator shall be limited to implementing Client Directions in accordance with the Anchorage Custody Agreement. Client may, independently and directly, enforce the Approved Validator Schedule against the Approved Validator at any time following a suspected breach of its terms, upon reasonable notice to Anchorage.

   c. Client further agrees that Anchorage shall not have any responsibility or liability whatsoever for an Approved Validator's performance of any obligations under the Approved Validator Schedule or otherwise or for any action or inaction of any Approved Validator.

   d. Each Approved Validator Schedule will provide that such Approved Validator Schedule shall be terminated (i) upon notice by Client and/or Anchorage (acting upon the instruction of Client) or (ii) automatically and without further action by any party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization (by way of voluntary arrangement, schemes of arrangement or otherwise) of such Approved Validator (or any analogous proceeding in any jurisdiction), or upon or as a result of the appointment of a receiver, examiner, intervenor or conservator of, or trustee or similar officer for, such Approved Validator or any substantial part of its property.

**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.**

5. **Use of Confidential Information**. The use of Client's Confidential Information shall be governed by the provisions in the Anchorage Custody Agreement. Client agrees that, solely to the extent necessary to provide the Services under this ETP Staking Addendum, Anchorage may disclose Client's Confidential Information to any Approved Validator, subject to the confidentiality terms set out in Section 6.a of the Approved Validator Schedule.

6. **Location of Staked Assets, Protocol-Designated Smart Contracts**.

    a. Solely to the extent necessary to effect Validation Activities, Anchorage shall, solely pursuant to Client Direction and, where applicable, Authenticated Instruction, cryptographically sign and transmit the on-chain transactions necessary to effect protocol-level delegation designated by Client. Anchorage shall have no discretion in selecting, changing, monitoring, or managing any validator or delegation. Any protocol-level staking mechanics shall not be deemed to transfer custody or control of Digital Assets or private keys from Anchorage. Anchorage may take such actions as are necessary to implement such Client Directions in accordance with the Anchorage Custody Agreement.

    b. Client acknowledges, understands, and agrees that certain blockchain networks or protocols may require Staked Digital Assets to be deposited on-chain with specified smart contracts that are not owned or controlled by Anchorage (a "**Protocol-Designated Smart Contract**") and that Anchorage may not have the ability to control, direct, modify, or otherwise affect any such Protocol-Designated Smart Contracts. Client hereby consents to Anchorage, acting pursuant to Client's Directions, depositing Staked Digital Assets with a Protocol-Designated Smart Contract in connection with any validly given Staking Instruction or Unstaking Instruction.

    c. Client is solely responsible for its Staking to any Approved Validator. There is no assurance that any Approved Validator, Protocol-Designated Smart Contract, or blockchain network or protocol will be available, function, or operate as expected. Client may not receive any Rewards regardless of the amount of time or the number of Eligible Digital Assets that Client instructs Anchorage to Stake to an Approved Validator. Anchorage bears no responsibility whatsoever with respect to any decision made by Client to engage in Staking with respect to Eligible Digital Assets, or to Stake Eligible Digital Assets to any Approved Validator (including, in either case, any losses, damages, or liabilities arising therefrom). Anchorage may, but shall have no obligation to, cooperate with Client in connection with the mitigation or remediation of any such issues to the extent reasonably practicable and based on information known to Anchorage.

7. **Network Restrictions**. Client acknowledges, understands, and agrees that certain blockchain networks and protocols impose bonding, unbonding, warm-up, lockup, or other restrictions (collectively, "**Network Restrictions**") with respect to the Staked Digital Assets, and that Client's ability to issue instructions to Anchorage in relation to Staked Digital Assets may accordingly be subject to such restrictions. As a result, Client may be unable to transfer, sell, use, or dispose of Staked Digital Assets for a period of time. Client further acknowledges, understands, and agrees that it has made its own independent investigation, review, and analysis of the applicable Network Restrictions of each Staked Digital Asset.

8. **Rewards and Fees**.

**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.**

a. To the extent Rewards are transferred into the custody or control of Anchorage, Anchorage shall credit to Client's Account any Rewards, in the form of supported Digital Assets, actually received by Anchorage for the benefit of Client in connection with Client's Staked Digital Assets, less any applicable fees payable by Client to Anchorage as described in Annex A (inclusive of Approved Validator's share of Rewards).

b. Rewards shall be transferred directly by an Approved Validator to a wallet controlled by the Client (less the Approved Validator's share of such Rewards). Approved Validator intends to transfer such Rewards on a monthly basis (or upon Client's request).

c. Any such Rewards or distributions will not constitute Staked Digital Assets except to the extent (i) such Rewards or distributions automatically form part of the associated Staked Digital Assets under the rules of the underlying blockchain network or protocol or (ii) instructed by Client pursuant to a separate Staking Instruction.

d. Client acknowledges, understands, and agrees that all Rewards are calculated and disbursed by the underlying blockchain network or protocol, and Anchorage shall not be liable to Client for any errors, losses, or lost Rewards caused solely by the underlying blockchain network or protocol. These include, without limitation, any losses due to changes to the underlying blockchain network or protocol, "double spend", "51%" or other attacks, hard or soft forks, protocol client software bugs, errors or technical difficulties not attributable to Anchorage or the Approved Validator(s), or scheduled network upgrades or protocol maintenance activities. Notwithstanding the foregoing, Anchorage may (i) relay information or implement Client Directions relating to protocol updates, and (ii) notify Client of material protocol-level events that may impact Rewards, in each case to the extent reasonably practicable and based on information known to Anchorage, provided, however, that Anchorage will have no responsibility (including, for any losses, damages, or liabilities) with respect to relaying such information or providing Client with such notifications.

e. Anchorage may charge Client a fee for Staking Staked Digital Assets to Approved Validators, as set forth in Annex A, which may be greater than the Approved Validator's share of Rewards. Any compensation received by Anchorage from third parties shall not affect the amount of Rewards to which Client is entitled pursuant to the applicable Approved Validator Schedule or Client Direction.

f. Client acknowledges, understands, and agrees that any Rewards in respect of Staked Digital Assets are subject to any fees that may be payable by Client to Anchorage and/or any share of such Rewards to which an Approved Validator is entitled (whether such share is delivered in the first instance to a wallet controlled by Anchorage or a wallet controlled by such Approved Validator). Accordingly, Client may not receive the full amount of Rewards awarded by the underlying blockchain network or protocol in respect of any Staked Digital Assets. If Rewards are automatically transferred by the underlying blockchain network or protocol to wallet addresses in which Client's Staked Digital Assets are held, such amount is still subject to any fees payable to Anchorage and/or any share of such Rewards to which an Approved Validator is entitled.

g. Where Client directs Anchorage to transfer digital assets from Client's Account to facilitate the remittance of Approved Validator's share of Rewards under an Approved Validator Schedule, Anchorage shall do so solely as a ministerial transfer agent acting on

Client Direction and, where applicable, Authenticated Instruction. Anchorage shall have no responsibility to calculate, determine, verify, net, or reconcile any amount to be remitted to an Approved Validator. All amounts to be delivered to an Approved Validator shall be expressly determined under the applicable Approved Validator Schedule and not by Anchorage. In effectuating any such transfers, Anchorage shall implement such transfers solely pursuant to Client Directions and shall not be deemed an agent, fiduciary, or representative of Client for any other purpose as a result.

h. Client acknowledges, understands, and agrees that it may not receive any Rewards in connection with Staking. Anchorage does not guarantee any Rewards whatsoever, regardless of the amount of Staked Digital Assets or length of time subject to Staking. Participation in any Staking activities and Staking to any Approved Validator is done at Client's sole discretion. Anchorage's responsibility with respect to Rewards is limited to crediting to Client's Account any Rewards consisting of supported Digital Assets actually received by Anchorage for the benefit of Client.

i. Client hereby fully disclaims any rights, title or interest that Client may have, at any time or from time to time, in any Other Staking Benefits. Client shall not take any action to claim, convey or utilize or otherwise enjoy any Other Staking Benefit, and Anchorage is not authorized, under this ETP Staking Addendum or otherwise, to take any such action on Client's behalf.

9. **Slashing Coverage**. Client acknowledges, understands, and agrees that:

a. "**Slashing Event**" means any protocol-level penalty resulting in a Slashing Loss.

"**Slashing Reimbursement Amount**" means (i) for non-downtime Slashing Events, 100% of the Slashing Loss; and (ii) for downtime-related penalties, the net negative Rewards incurred during the applicable period, in each case calculated on a per-validator basis.

"**Slashing Reimbursement**" means any payment of a Slashing Reimbursement Amount.

b. Subject to the terms of this Section, Client may be entitled to receive a Slashing Reimbursement Amount in accordance with this Section. Anchorage may satisfy such obligation by causing the applicable Approved Validator to make such payment directly or indirectly to Client.

c. Client shall be entitled to Slashing Reimbursements only to the extent that:
   a) the Slashing Event was not caused by (i) Client Instructions, (ii) protocol-level events outside the reasonable control of Anchorage and not attributable to the acts or omissions of the applicable validator, or (iii) Force Majeure; and
   b) Client has complied with all applicable staking requirements under this Addendum.

d. To the extent Anchorage does not receive from the applicable Approved Validator, within a commercially reasonable period following such Slashing Event, amounts sufficient to satisfy the Slashing Reimbursement Amount:
   a) Anchorage may, but shall have no obligation (including, for any losses, damages, or liabilities) with respect to such Slashing Reimbursement Amount or to,

**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.**

enforce, pursue, or take any action with respect to any rights or claims against any Approved Validator, which shall be solely the responsibility of Client; and

b) Anchorage shall be responsible for any shortfall only to the extent such shortfall results from (i) Anchorage's breach of this Addendum, or (ii) Anchorage's gross negligence, fraud, or willful misconduct.

e. Client acknowledges that any rights or protections relating to Slashing shall be governed solely by the applicable Approved Validator Schedule, and Anchorage shall have no obligation to negotiate, verify, or ensure the inclusion of any such provisions.

f. Client acknowledges that Anchorage's role with respect to any Slashing Event or Slashing Loss is limited solely to implementing Client Directions in accordance with the Anchorage Custody Agreement. Anchorage shall have no obligation to monitor validator performance, detect or prevent Slashing Events, pursue recoveries, or otherwise act with respect to any Approved Validator.

10. **Acknowledgements**. Client acknowledges, understands, and agrees as follows:

a. Anchorage has sole discretion to determine which validators are on the list of Approved Validators at any time and which Eligible Digital Assets may be subject to Staking Instructions from time to time. Client will choose which Approved Validator to use for Staking of its Digital Assets, and these Approved Validators are reflected in the Schedules hereto.

b. Approved Validators may or may not be affiliated with, owned by, or controlled by Anchorage or any of its affiliates, and the inclusion of any Approved Validator, whether affiliated or not, on Annex A does not constitute an endorsement or approval by Anchorage of such Approved Validator.

c. Unstaking Digital Assets may be subject to waiting periods due to network congestion, Network Restrictions, and other network-related unstaking process requirements. Anchorage may, for convenience, provide Client with an estimate of the length or nature of any Network Restrictions or other anticipated delays, including how much time following Anchorage's processing of an Unstaking Instruction it will take to "unstake" or "unbond" a Staked Digital Asset. However, these estimates are strictly for informational purposes, are not a commitment or representation of Anchorage, and Anchorage shall in no way be liable if the actual length or nature of any Network Restriction or other delay differs from that estimated by Anchorage.

d. In case of any future upgrade to a blockchain network or protocol, Client understands that Client may lose all, or a portion of, its Staked Digital Assets, and Anchorage will not be responsible for any loss of such Digital Assets in such a circumstance, except to the extent of Anchorage's gross negligence, fraud or willful misconduct. Anchorage may relay information or implement Client Directions relating to protocol upgrades or other required actions and provide Client with notice of material protocol-level upgrades or changes that may reasonably be expected to impact the staking mechanics, security, or Rewards of Client's Staked Digital Assets, in each case to the extent reasonably practicable and based on information known to Anchorage, provided, however, that Anchorage will have no responsibility (including, for any losses, damages, or liabilities) with respect to relaying such information or providing Client with such notices.

e. Certain blockchain networks or protocols may impose minimum allocation requirements. Client is solely responsible for understanding such requirements, and Anchorage will not be responsible for any loss of Staked Digital Assets or Rewards in connection with such requirements or changes thereto, except to the extent of Anchorage's gross negligence, fraud or willful misconduct.

f. Anchorage or an Approved Validator may be required to create additional wallets to effect a network or protocol upgrade or enable receipt of certain Rewards.

g. Except as set forth herein or an Approved Validator Schedule, Anchorage will not provide any compensation for any Slashing Losses, missed Rewards, or other losses that arise out of or in connection with Client's Staking.

h. Client understands the legal and technical requirements associated with the Staking of a particular Digital Asset on the blockchain associated with such Digital Asset.

i. Anchorage shall not be liable for the failure of any Approved Validator to abide by the terms of any Approved Validator Schedule or otherwise perform any Validation Activities, except to the extent Anchorage fails to implement Client Directions properly received from Client in accordance with the Anchorage Custody Agreement.

11. **Representation and Warranties**. Each of the representations, warranties, and covenants contained in the Anchorage Custody Agreement shall apply to this ETP Staking Addendum *mutatis mutandis*. Client hereby represents and warrants that: (a) this ETP Staking Addendum constitutes a valid and binding obligation and is enforceable against Client in accordance with its terms; (b) Client is duly organized, validly existing, and in good standing under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (c) Client has the full right, power and authority to enter into this ETP Staking Addendum; and (d) Client has policies and procedures in place to maintain full compliance with all applicable laws, rules, and regulations to the extent relevant and material to its performance hereunder in each jurisdiction in which Client operates.

12. **LIMITATION OF LIABILITY**. THE LIABILITY OF ANCHORAGE AND THE ANCHORAGE PARTIES ARISING OUT OF OR IN CONNECTION WITH THIS ETP STAKING ADDENDUM SHALL BE GOVERNED EXCLUSIVELY BY SECTION 10 OF THE ANCHORAGE CUSTODY AGREEMENT, PROVIDED, HOWEVER, THAT (A) THE LANGUAGE OF SUCH SECTION 10 AS IT APPLIES TO THIS ETP STAKING ADDENDUM IS HEREBY AMENDED TO REPLACE EACH INSTANCE OF THE TERM "NEGLIGENCE" WITH THE TERM "GROSS NEGLIGENCE" AND (B) THE LIABILITY OF ANCHORAGE AND THE ANCHORAGE PARTIES UNDER SECTION 10.d AND 10.e OF THIS ETP STAKING ADDENDUM SHALL BE LIMITED BY EACH SUCH SECTION AS APPLICABLE.

    Anchorage will not be liable to Client for any Losses, including, without limitation, Slashing Losses and missed Rewards, of any kind solely arising from or relating to any (i) negligent acts or omissions of Client or an Approved Validator to the extent not caused by Anchorage's gross negligence, willful misconduct or fraud; (ii) inability to stake or unstake or unavailability of Staked Digital Assets and Rewards during bonding and unbonding periods imposed by an applicable blockchain network or protocol (including periods imposed due to Ethereum pre-

signed exit messages) except to the extent caused by Anchorage's failure to properly implement Client Directions properly received from Client in accordance with the Anchorage Custody Agreement; (iii) failure to distribute Rewards due solely to failures of the applicable blockchain network or protocol; (iv) Force Majeure Events; (v) planned downtime for upgrades to and maintenance by an Approved Validator of its staking services; or (vi) malfunctions, errors, or failures of applicable blockchain network or protocol (including without limitation network congestion, block propagation delays, bugs, forks, consensus failures, etc.).

13. **Disclaimer**. Anchorage's services described herein are provided on an "as is" and "as available" basis without warranty of any kind. Without limiting the foregoing, Anchorage explicitly disclaims any implied warranties of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing or usage of trade. Client acknowledges, understands, and expressly accepts that it has not relied on any oral or written statements, representations, or warranties by Anchorage, an Approved Validator, or any of their officers, directors, employees, consultants, advisors, or other agents outside of this ETP Staking Addendum, including but not limited to conversations of any kind, whether through oral or electronic communication, or any white paper relating to any supported tokens.

14. **Taxes.** Client is solely responsible for the payment of all applicable taxes, if any, to which the Rewards might be subject. Client agrees to defend, indemnify and hold harmless the Anchorage, its affiliates, and their respective officers, directors, agents, employees and representatives (together, the "**Anchorage Parties**") from and against any and all Claims and Losses, as such terms are defined under the Anchorage Custody Agreement in connection with any such taxes, including penalties, duties, and interest levied by any tax authority on such Rewards, except to the extent caused by Anchorage's breach of this ETP Staking Addendum, gross negligence, fraud, willful misconduct, or failure to implement Client Directions properly received from Client in accordance with the Anchorage Custody Agreement. **Client hereby represents that it has consulted with any tax adviser that it deems advisable in connection with Staking, including the receipt of Rewards, and that it is not relying on Anchorage or a Validator for any tax advice.**

15. **Indemnity**. The terms of this ETP Staking Addendum, and any services provided by Anchorage hereunder, shall be subject to the indemnity in the Anchorage Custody Agreement, provided, however, that Anchorage's indemnification obligations as they apply to this ETP Staking Addendum and such services shall be limited to Third Party Claims and Losses (as such terms are defined in the Anchorage Custody Agreement).

16. **Term and Termination**.

    a. The term of this ETP Staking Addendum commences on the date hereof and shall continue until (A) terminated in accordance with Section 16(b) or (B) the termination of the Anchorage Custody Agreement.

    b. Anchorage may terminate this ETP Staking Addendum for any reason and without Cause (as defined in the Anchorage Custody Agreement) upon at least one hundred eighty (180) days' written notice to Client, and Client may terminate this ETP Staking Addendum for any reason upon at least thirty (30) days' written notice to Anchorage; provided that (A) either party may terminate this ETP Staking Addendum within such shorter timeframe as may be required by applicable law, rule, or regulation upon written notice to the other party; or (B) Anchorage may terminate this ETP Staking Addendum for Cause, provided

further that, if a given protocol's staking exit queue exceeds the applicable termination notice period at the time such notice is delivered, this ETP Staking Addendum shall remain in effect until all applicable Staked Digital Assets have been unstaked and any applicable fees paid.

c. Termination of this ETP Staking Addendum shall not itself constitute a Direction or Unstaking Instruction. Following termination, Anchorage shall continue to maintain custody of any Staked Digital Assets and shall implement any Unstaking Instruction only upon Client Direction and, where required, Authenticated Instruction, subject to applicable protocol requirements and Network Restrictions and pursuant to the terms of this ETP Staking Addendum as though this ETP Staking Addendum had not been terminated.

17. **Relationship**. The parties are independent contractors. Except to the extent provided in an Approved Validator Schedule, neither party is authorized to bind the other party to any liability or obligation or to represent that it has any authority to do so. Except otherwise expressly provided in this ETP Staking Addendum, neither party will make any representations, warranties, statements or commitments on behalf of the other party. For the avoidance of doubt, no Approved Validator is an agent of Client, or otherwise authorized to bind Client to any liability or obligation, or to represent that it has any authority to do so, and Anchorage is not authorized to designate any Approved Validator as the agent of Client, or to represent that Anchorage has any authority to do so. Any Validation Activity by any Approved Validator is and shall be conducted by the applicable Approved Validator for its own account, and any remittance of Rewards to Client by the underlying protocol or any Approved Validator shall be remuneration solely for Client having Staked Eligible Digital Assets to the Approved Validator. Notwithstanding any other provision of this ETP Staking Addendum, Client shall at all times retain the beneficial ownership of, and all rights, title and interest in, all Eligible Digital Assets Staked to an Approved Validator, and no Approved Validator shall have any right, title or interest in such Eligible Digital Assets under this ETP Staking Addendum or otherwise.

18. **Notices**. All notices and other communications required or permitted under this ETP Staking Addendum shall be given in accordance with Section 12.5 of the Anchorage Custody Agreement.

19. **Force Majeure**. The force majeure provision in the Anchorage Custody Agreement shall apply to the services provided by Anchorage hereunder.

20. **Reporting**. Anchorage will provide Client with, or make available through its user interface, an electronic account statement for any month in which Client received Rewards actually received in an Account controlled by Anchorage pursuant to this Addendum (the "**Monthly Report**"). Each Monthly Report will provide information that is reasonably necessary to identify the Rewards attributable to each Eligible Digital Asset, if any, during the period specified in the Monthly Report. The Monthly Report shall be made available to Client through the Services and the Technology Platform.

21. **Amendments**.

a. Unless otherwise provided herein, any amendment to this ETP Staking Addendum must be in writing and signed by Client and Anchorage.

**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.**

b. Notwithstanding Section 21.a, Anchorage and Client may amend Annex A at any time upon mutual written agreement (email sufficient) to add or remove an Eligible Digital Asset or Approved Validator. However, in the event Anchorage determines that immediate removal of an Eligible Digital Asset or Approved Validator is necessary or appropriate for regulatory, legal, security, technological, customer protection, or other purposes, or is required by the relevant blockchain network or protocol, Anchorage may remove such Eligible Digital Asset or Approved Validator upon written notice to Client, subject to any applicable unstaking or other waiting period.

22. **Miscellaneous**. All terms and conditions of the Anchorage Custody Agreement, as supplemented by this ETP Staking Addendum, shall remain in full force and effect, unless expressly modified and amended hereby. For the sake of clarity, the parties hereby acknowledge and agree that the Anchorage Custody Agreement allows for electronically delivered Communications to be accepted and agreed to by Client through the Services and the Technology Platform. Client agrees that this ETP Staking Addendum is the complete and exclusive statement of the mutual understanding of the parties, and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this ETP Staking Addendum, including but not limited to any prior staking addenda between Client and Anchorage. Headings in the addendum are for reference purposes only and will not affect the interpretation or meaning of the ETP Staking Addendum or Anchorage Custody Agreement.

[Signature Page Follows]

**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.**

IN WITNESS WHEREOF, each of the parties hereto has caused this ETP Staking Addendum to be executed on the date set forth below by its duly authorized signatories.

**ANCHORAGE DIGITAL BANK N.A.**

| | |
|---|---|
| By: | /s/ Jake Childs |
| Name: | Jake Childs |
| Title: | Head of Asset Management |
| Date: | May 22, 2026 |

**CLIENT:**

**Each Entity listed on the "Client(s)" section of the Order Form of the Anchorage Custody Agreement**

| | |
|---|---|
| By: | Grayscale Investments Sponsors, LLC *as Sponsor of each Entity listed on the "Client(s)" section of the Order Form of the Anchorage Custody Agreement* |
| | /s/ Craig Salm |
| Name: | Craig Salm |
| Title: | Chief Legal Officer |
| Date: | May 21, 2026 |

**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.**

**ANNEX A**

**[***]**

**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.**

**SCHEDULE [•]:**

**[***]**

**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.**

**SCHEDULE A:**

**[***]**

**Exhibit 10.3**
EXECUTION

**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.**

# FUND ADMINISTRATION AND ACCOUNTING AGREEMENT

THIS AGREEMENT is made as of October 9, 2025, by and between each entity listed on Exhibit A attached hereto (each a "Trust", and collectively the "Trusts" as applicable), separately and not jointly, and The Bank of New York Mellon, a New York corporation authorized to do a banking business ("BNY").

W I T N E S S E T H :

WHEREAS, the Trust desires to retain BNY to provide the services described herein, and BNY is willing to provide such services, all as more fully set forth below;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

1. Definitions.

Whenever used in this Agreement, unless the context otherwise requires, the following words shall have the meanings set forth below:

"1933 Act" means the Securities Act of 1933, as amended.

"1934 Act" means the Securities Exchange Act of 1934, as amended.

"Anti-Money Laundering Laws" means all anti-money laundering and counter-terrorist financing laws, rules, regulations, executive orders and requirements administered by any governmental authority of the United States (including the U.S. Bank Secrecy Act, the U.S.A. PATRIOT Act, and regulations of the U.S. Treasury Department which implement such acts) or any other applicable domestic or foreign authority over the Trust.

"Authorized Person" shall mean each person, whether or not an officer or an employee of the Trust, duly authorized to execute this Agreement and to give Instructions on behalf of the

Trust as set forth in Exhibit B hereto and each Authorized Person's scope of authority may be limited by setting forth such limitation in a written document signed by both parties hereto. From time to time the Trust may deliver a new Exhibit B to add or delete any person and BNY shall be entitled to rely on the last Exhibit B actually received by BNY.

"BNY Affiliate" shall mean any office, branch, or subsidiary of The Bank of New York Mellon Corporation.

"Confidential Information" shall have the meaning given in Section 18 of this Agreement.

"Documents" shall mean such other documents, including but not limited to, resolutions of the Sponsor authorizing the execution, delivery and performance of this Agreement by the Trust, and opinions of outside counsel, as BNY may reasonably request from time to time, in connection with its provision of services under this Agreement.

"Instructions" shall mean Oral Instructions or written communications actually received by BNY by S.W.I.F.T., tested telex, letter, facsimile transmission, or other method or system specified by BNY as available for use in connection with the services hereunder, from an Authorized Person or person believed in good faith to be an Authorized Person.

"Net Asset Value" shall mean the per share value of the Trust, calculated in the manner described in the Trust's Offering Materials.

"Offering Materials" shall mean the Trust's currently effective prospectus and most recently filed registration statement with the SEC, as applicable, relating to shares of the Trust.

"Organizational Documents" shall mean certified copies of the Trust's articles of incorporation, certificate of incorporation, certificate of formation or organization, certificate of limited partnership, bylaws, limited partnership agreement, memorandum of association, limited liability company agreement, operating agreement, confidential offering memorandum, material contracts, Offering Materials, all SEC exemptive orders issued to the Trust, required filings or similar documents of formation or organization, as applicable, delivered to and received by BNY.

"Oral Instructions" shall mean oral instructions received by BNY under permissible circumstances specified by BNY, in its sole discretion, as being from an Authorized Person or person believed in good faith by BNY to be an Authorized Person.

"Sanctions" means all economic sanctions laws, rules, regulations, executive orders and requirements administered by any governmental authority of the United States (including the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury) or any other applicable domestic or foreign authority with jurisdiction over the Trust.

"SEC" means the United States Securities and Exchange Commission.

"Securities Laws" means the 1933 Act and the 1934 Act.

"Shares" means the shares of beneficial interest of any series or class of the Trust.

"Sponsor" shall mean the entity identified by the Trust to BNY as the entity having investment responsibility with respect to the Trust.

2. Appointment.

The Trust hereby appoints BNY as its agent for the term of this Agreement to perform the services described herein. BNY hereby accepts such appointment and agrees to perform the duties hereinafter set forth.

3. Representations and Warranties.

(i) The Trust hereby represents and warrants to BNY, which representations and warranties shall be deemed to be continuing, that:

(a) 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;

(b) This Agreement has been duly authorized, executed and delivered by the Trust in accordance with all requisite action and constitutes a valid and legally binding obligation of the Trust, enforceable in accordance with its terms;

(c) The Sponsor is in good standing and qualified to do business in each jurisdiction in which the nature or conduct of its business requires such qualification.

(d) It is conducting its business in compliance with all applicable laws and regulations, both state and federal, has made and will continue to make all necessary filings including tax filings and has obtained all regulatory licenses, approvals and consents necessary to carry on its business as now conducted; there is no statute, regulation, rule, order or judgment binding on it and no provision of its Organizational Documents, nor of any mortgage, indenture, credit agreement or other contract binding on it or affecting its property which would prohibit its execution or performance of this Agreement;

(e) The Trust will maintain policies and procedures reasonably designed to ensure that all investments for the Trust are conducted in compliance with anti-corruption laws, Anti-Money Laundering Laws, and Sanctions applicable to the Trust. The Customer shall cooperate with BNY and provide assistance reasonably requested by BNY in connection with any anti-money laundering, terrorist financing or sanctions-related inquiries.

(f) The method of valuation of the assets of the Trust and the method of computing the Net Asset Value shall be as set forth in the Offering Materials of the Trust. To the extent the performance of any services described in Schedule I attached hereto by BNY in accordance with the then effective Offering Materials for the Trust would violate any applicable laws or regulations, the Trust shall immediately so notify BNY in writing and thereafter shall either furnish BNY with the appropriate values of Trust assets, net asset value or other computation, as the case may be, or, instruct BNY in writing to value Trust assets and/or compute Net Asset Value or other computations in a manner the Trust specifies in writing, and either the furnishing of such values or the giving of such instructions shall constitute a representation by the Trust that the same is consistent with all applicable laws and regulations and with its Offering Materials, all subject to confirmation by BNY as to its capacity to act in accordance with the foregoing;

(g) Each person named on Exhibit B hereto is duly authorized by the Trust to be an Authorized Person hereunder;

(h) It has implemented, and is acting in accordance with, procedures reasonably designed to ensure that it will disseminate to all market participants, other than Authorized Participants (as defined in its Prospectus and Statement of Additional Information), each calculation of net asset value provided by BNY hereunder to Authorized Participants at the time BNY provides such calculation to Authorized Participants, according to procedures described in the Trust's Prospectus;

(i) Without limiting the provisions of Section 18 herein, the Trust and BNY shall treat as confidential the terms and conditions of this Agreement and shall not disclose nor authorize disclosure thereof to any other person, except (i) to their employees, regulators, examiners, internal and external accountants, auditors, and counsel, (ii) for a summary description of this Agreement in the Offering Materials with the prior written approval of the other party, (iii) to any other person when required by a court order or legal process, or (iv) whenever advised by its external counsel that it would be liable for a failure to make such disclosure. The Trust shall instruct its employees, regulators, examiners, internal and external accountants, auditors, and counsel who may be afforded access to such information of the Trust's obligations of confidentiality hereunder; and

(j) The Trust shall promptly notify BNY in writing of any and all legal proceedings or securities investigations filed or commenced against or related to the Trust, where legally permitted.

4. Delivery of Documents.

The Trust shall promptly provide, deliver, or cause to be delivered from time to time, to BNY the Trust's Organizational Documents, a copy of any and all SEC exemptive orders issued to the Trust, and Documents and other materials used in the distribution of Shares and all amendments thereto as may be necessary for BNY to perform its duties hereunder. BNY shall not be deemed to have notice of any information (other than information supplied by BNY) contained in such Organizational Documents, Documents or other materials until they are actually received by BNY.

5. Duties and Obligations of BNY.

(a) Subject to the direction of the Sponsor and the provisions of this Agreement, BNY shall provide to the Trust the administrative services and the valuation and computation services listed on Schedule I attached hereto.

(b) In performing hereunder, BNY shall provide, at its expense, office space, facilities, equipment and personnel.

(c) BNY shall not provide any services relating to the management, investment advisory or sub-advisory functions of the Trust, distribution of shares of the Trust, maintenance of the Trust's financial records, other than those listed in Schedule I attached hereto, or other services normally performed by the Trust's counsel or independent auditors and the services provided by BNY do not constitute, nor shall they be construed as constituting, legal advice or the provision of legal services for or on behalf of the Trust or any other person, and the Trust acknowledges that BNY does not provide public accounting or auditing services or advice and will not be making any tax filings, or doing any tax reporting on its behalf, other than those specifically agreed to hereunder. The scope of services provided by BNY under this Agreement shall not be increased as a result of new or revised regulatory or other requirements that may become applicable with respect to the Trust, unless the parties hereto expressly agree in writing to any such increase in the scope of services.

(d) The Trust shall cause its officers, advisors, Sponsor, distributor, legal counsel, independent accountants, current administrator (if any), transfer agent, and any other service provider to cooperate with BNY and to provide BNY, upon request, with such information, documents and advice relating to the Trust as is within the possession or knowledge of such persons, and which in the opinion of BNY, is necessary in order to enable BNY to perform its duties hereunder, unless prohibited by applicable law, rule or regulation. In connection with its duties hereunder, BNY shall not be responsible for, under any duty to inquire into, or be deemed to make any assurances with respect to the accuracy, validity or propriety of any information, documents or advice provided to BNY by any of the aforementioned persons. BNY shall not be liable for any loss, damage or expense resulting from or arising out of the failure of the Trust to cause any information, documents or advice to be provided to BNY as provided herein. All fees or costs charged by such persons shall be borne by the Trust or the

Sponsor. In the event that any services performed by BNY hereunder rely, in whole or in part, upon information obtained from a third party service utilized or subscribed to by BNY which BNY in its reasonable judgment deems reliable, BNY shall not have any responsibility or liability for, under any duty to inquire into, or deemed to make any assurances with respect to, the accuracy or completeness of such information.

(e) Nothing in this Agreement shall limit or restrict BNY, any BNY Affiliate or any officer or employee thereof from acting for or with any third parties, and providing services similar or identical to some or all of the services provided hereunder.

(f) The Trust shall furnish BNY with any and all instructions, explanations, information, specifications and documentation deemed necessary by BNY in the performance of its duties hereunder, including, without limitation, the amounts or written formula for calculating the amounts and times of accrual of Trust liabilities and expenses. BNY shall not be required to include as Trust liabilities and expenses, nor as a reduction of net asset value, any accrual for any federal, state, or foreign income taxes unless the Trust shall have specified to BNY in Instructions the precise amount of the same to be included in liabilities and expenses or used to reduce net asset value. The Trust shall also furnish BNY with valuations for assets of the Trust if BNY notifies the Trust that same are not available to BNY from a pricing service utilized, or subscribed to, by BNY which the Trust directs BNY to utilize, and which BNY in its judgment deems reliable at the time such information is required for calculations hereunder. At any time and from time to time, the Trust also may furnish BNY with valuations for assets of the Trust and instruct BNY in Instructions to use such information in its calculations hereunder. BNY may be required or obligated to commence or maintain any utilization of, or subscriptions to, any pricing service, at the sole expense of the Sponsor. In no event shall BNY be required to determine, or have any obligations with respect to, whether a market price represents any fair or true value, nor to adjust any price to reflect any events or announcements, including, without limitation, those with respect to the issuer thereof, it being agreed that all such determinations and considerations shall be solely for the Trust, except that if a third party pricing vendor notifies BNY of an error, BNY shall as promptly as practicable alert the Trust to such error.

(g) BNY may apply to an Authorized Person of the Trust for Instructions with respect to any matter arising in connection with BNY's performance hereunder, and BNY shall

not be liable for any action taken or omitted to be taken by it in good faith without gross negligence or willful misconduct in accordance with such Instructions. Such application for Instructions may, at the option of BNY, set forth in writing any action proposed to be taken or omitted to be taken by BNY with respect to its duties or obligations under this Agreement and the date on and/or after which such action shall be taken. BNY 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, BNY has received Instructions from an Authorized Person in response to such application specifying the action to be taken or omitted.

(h) BNY may consult with counsel to the Trust.

(i) Notwithstanding any other provision contained in this Agreement or Schedule I attached hereto, BNY shall have no duty or obligation with respect to, including, without limitation, any duty or obligation to determine, or advise or notify the Trust of: (i) the taxable nature of any distribution or amount received or deemed received by, or payable to, the Trust, (ii) the taxable nature or effect on the Trust or its shareholders of any corporate actions, class actions, tax reclaims, tax refunds or similar events, (iii) the taxable nature or taxable amount of any distribution or dividend paid, payable or deemed paid, by the Trust to its shareholders; or (iv) the effect under any federal, state, or foreign income tax laws of the Trust making or not making any distribution or dividend payment, or any election with respect thereto.

(j) BNY shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and Schedule I attached hereto, and no covenant or obligation shall be implied against BNY in connection with this Agreement.

(k) BNY, in performing the services required of it under the terms of this Agreement, shall be entitled to rely fully on the accuracy and validity of any and all Instructions, explanations, information, specifications, Documents and documentation furnished to it by the Trust and shall have no duty or obligation to review the accuracy, validity or propriety of such Instructions, explanations, information, specifications, Documents or documentation, including, without limitation, evaluations of assets; the amounts or formula for calculating the amounts and times of accrual of the Trust's liabilities and expenses; the amounts receivable and the amounts

payable on the sale or purchase of Trust assets; and amounts receivable or amounts payable for the sale or redemption of Trust Shares effected by or on behalf of the Trust., For the avoidance of doubt, while BNY has no obligation to verify the accuracy of such Instructions, the foregoing should not be read to limit BNY's obligations regarding the provision of services under this Agreement. BNY's computations hereunder will rely upon information, including, without limitation, bid, offer or market values of securities or other assets of the Trust, or accruals of interest or earnings thereon, from a pricing or similar service utilized, or subscribed to, by BNY which the Trust directs BNY to utilize. BNY shall not be responsible for, under any duty to inquire into, or deemed to make any assurances with respect to, the accuracy or completeness of such information. Without limiting the generality of the foregoing, BNY shall not be required to inquire into any valuation of any Trust assets by the Trust or any third party described in this sub-section (k) even though BNY in performing services similar to the services provided pursuant to this Agreement for others may receive different valuations of Trust assets.

(l) BNY, in performing the services required of it under the terms of this Agreement, shall not be responsible for determining whether any interest accruable to the Trust is or will be actually paid, but will accrue such interest until otherwise instructed by the Trust.

(m) BNY shall not be responsible for damages (including without limitation damages caused by delays, failure, errors, interruption or loss of data) which occurring directly or indirectly by reason of circumstances beyond its reasonable control in the performance of its duties under this Agreement, including, without limitation, labor difficulties within or without BNY, mechanical breakdowns, flood or catastrophe, acts of God, failures of transportation, interruptions, loss, or malfunctions of utilities, action or inaction of civil or military authority, national emergencies, public enemy, war, terrorism, riot, actual or threatened epidemics, sabotage, non-performance by a third party caused by any of the above, and widespread, systemic failure of: the mails, communications, computer (hardware or software) services, or functions or malfunctions of the internet, firewalls, encryption systems or security devices caused by any of the above. Nor shall BNY be responsible for delays or failures to supply the information or services specified in this Agreement where such delays or failures are caused by the failure of any person(s) other than BNY to supply any instructions, explanations, information, specifications or documentation deemed necessary by BNY in the performance of its duties under this Agreement.

(n) It is understood and agreed by the parties hereto that under no circumstances will the services performed by BNY 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).

(o) BNY shall, to the extent practicable and permitted by law or regulatory authority, promptly notify the Trust in writing of any legal proceedings or securities investigations filed or commenced against or related to the Trust or the Sponsor of which is becomes aware.

6. Allocation of Expenses.

Except as otherwise provided herein, all costs and expenses arising or incurred in connection with the performance of this Agreement shall be paid by the Trust or the Sponsor, including but not limited to, organizational costs and costs of maintaining corporate existence, taxes, interest, brokerage fees and commissions, insurance premiums, compensation and expenses of the Sponsor, officers or employees, legal, accounting and audit expenses, management, advisory, sub-advisory, administration and shareholder servicing fees, charges of custodians, transfer and dividend disbursing agents, expenses (including clerical expenses) incident to the issuance, redemption or repurchase of Trust shares or membership interests, as applicable, fees and expenses incident to the registration or qualification under the Securities Laws, state or other applicable securities laws of the Trust or its shares or membership interests, as applicable, costs (including printing and mailing costs) of preparing and distributing Offering Materials, reports, notices and proxy material to the Trust's shareholders or members, as applicable, all expenses incidental to holding meetings of the Trust's shareholders, and extraordinary expenses as may arise, including litigation affecting the Trust and legal obligations relating thereto for which the Trust may have to indemnify its officers, managers, and/or members, as may be applicable.

7. Standard of Care; Indemnification.

(a) Except as otherwise provided herein, BNY and any BNY Affiliate shall

not be liable for any costs, expenses, damages, liabilities or claims (including attorneys' and accountants' fees) incurred by the Trust, except those costs, expenses, damages, liabilities or claims arising out of BNY's own bad faith, negligence or willful misconduct. BNY's aggregate liability hereunder shall not exceed the total fees paid to BNY for the services under this Agreement during the twenty-four (24) month period preceding the event on which such claim is based. In no event shall BNY or any BNY Affiliate be liable to the Trust or any third party for any special, indirect or consequential damages, or lost profits or loss of business, arising under or in connection with this Agreement, even if previously informed of the possibility of such damages and regardless of the form of action. BNY and any BNY Affiliate shall not be liable for any loss, damage or expense, including counsel fees and other costs and expenses of a defense against any claim or liability, directly resulting from, arising out of, or in connection with its performance hereunder, including its actions or omissions, the incompleteness or inaccuracy of any specifications or other information furnished by the Trust, or for delays caused by circumstances beyond BNY's reasonable control, unless such loss, damage or expense arises out of the bad faith, negligence or willful misconduct of BNY subject to the limitation of liability contained above in this Section 7(a).

(b) The Trust shall indemnify and hold harmless BNY and any BNY Affiliate from and against any and all costs, expenses, damages, liabilities and claims (including claims asserted by the Trust), and reasonable attorneys' and accountants' fees relating thereto, which are sustained or incurred or which may be asserted against BNY or any BNY Affiliate, by reason of or as a result of any action taken or omitted to be taken by BNY or any BNY Affiliate without bad faith, gross negligence, or willful misconduct, or in reliance upon (i) any law, act, regulation or interpretation of the same even though the same may thereafter have been altered, changed, amended or repealed, (ii) the Trust's Offering Materials or Documents (excluding information provided by BNY), (iii) any Instructions, or (iv) any opinion of legal counsel for the Trust, or arising out of transactions or other activities of the Trust which occurred prior to the commencement of this Agreement; provided, that the Trust shall not indemnify BNY nor any BNY Affiliate for costs, expenses, damages, liabilities or claims for which BNY or any BNY Affiliate is liable under the preceding sub-section 7(a) or which arises out of BNY's bad faith, gross negligence or willful misconduct. This indemnity shall be a continuing obligation of the Trust, its successors and assigns, notwithstanding the termination of this Agreement. Without

limiting the generality of the foregoing, the Trust shall indemnify BNY and any BNY Affiliate against and save BNY and any BNY Affiliate harmless from any loss, damage or expense, including counsel fees and other costs and expenses of a defense against any claim or liability, arising from any one or more of the following, except to the extent any such claim arises out BNY's bad faith, negligence or willful misconduct:

I. Errors in records or instructions, explanations, information, specifications or documentation of any kind, as the case may be, supplied to BNY by any third party on behalf of the Trust or by the Trust;

II. Action or inaction taken or omitted to be taken by BNY or any BNY Affiliate pursuant to Instructions of the Trust or otherwise without gross negligence or willful misconduct;

III. Any action taken or omitted to be taken by BNY in good faith in accordance with the advice or opinion of counsel for the Trust;

IV. Any improper use by the Trust or its agents, distributor or Sponsor of any valuations or computations supplied by BNY pursuant to this Agreement;

V. The method of valuation and the method of computing the Trust's net asset value; or

VI. Any valuations or net asset value provided by the Trust.

(c) Actions taken or omitted in reliance on Instructions or upon any information, order, indenture, stock certificate, membership certificate, power of attorney, assignment, affidavit or other instrument believed by BNY in good faith to be from an Authorized Person, or upon the opinion of legal counsel for the Trust, shall be conclusively presumed to have been taken or omitted in good faith.

8. Compensation.

For the services provided hereunder, the Trust agrees to pay BNY such compensation as is mutually agreed to in writing by the Trust and BNY from time to time and such reasonable, documented out-of-pocket expenses, including security pricing, index fees, vendor costs, data feeds to support portfolio compliance services, postage, courier expense, custom programming, travel and expenses for attendance at board or special meetings, external legal or consulting

costs, telecommunication charges, postage and delivery charges, costs of independent compliance reviews, record retention costs and reproduction charges, as are incurred by BNY in performing its duties hereunder. To the extent BNY incurs an out-of-pocket expense other than those listed above, BNY will seek approval from the Sponsor on behalf of the Trust. Except as hereinafter set forth, compensation shall be calculated and accrued daily and paid monthly. Upon termination of this Agreement before the end of any month, the compensation for such part of a month shall be prorated according to the proportion which such period bears to the full monthly period and shall be payable upon the effective date of termination of this Agreement. For the purpose of determining compensation payable to BNY, the Trust's net asset value shall be computed at the times and in the manner specified in the Trust's Offering Materials.

9. Records; Visits.

(a) The books and records pertaining to the Trust which are in the possession or under the control of BNY shall be the property of the Trust. The Trust and Authorized Persons shall have access to such books and records at all times during BNY's normal business hours. Upon the reasonable request of the Trust, copies of any such books and records shall be provided by BNY to the Trust or to an Authorized Person, at the Trust's expense.

(b) BNY shall keep all books and records with respect to the services to be performed by BNY hereunder in the form and manner required by Section 31 of the Investment Company Act of 1940 and the rules thereunder, as if the Trust was subject to such requirements.

(c) BNY shall reasonably cooperate with the Trust in the event of any regulatory inquiry, subpoena or litigation concerning the Trust, including, without limitation by producing any records created by BNY for the Trust.

(a) If BNY is requested or required (by deposition, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information relating to the Trust or the Sponsor, BNY shall, to the extent legally permitted, provide the Trust with prompt written notice of such request(s), and provide commercially reasonable assistance to the Trust in obtaining a protective order preventing or limiting the disclosure or requiring that the Confidential Information of the Trust or the Sponsor so disclosed be used only for the purposes for which the law or regulation

required, or for which the order was issued.

10. Term of Agreement.

(a) This Agreement shall be effective on the date first written above and, unless terminated pursuant to its terms, shall continue until 11:59 PM on the date which is the third anniversary of such date (the "Initial Term"), at which time this Agreement shall terminate, unless renewed in accordance with the terms hereof.

(b) This Agreement shall automatically renew for successive terms of one (1) year each (each, a "Renewal Term"), unless the Trust or BNY gives written notice to the other party of its intent not to renew and such notice is received by the other party not less than ninety (90) days prior to the expiration of the Initial Term or the then-current Renewal Term (a "Non-Renewal Notice"). In the event a party provides a Non-Renewal Notice, this Agreement shall terminate at 11:59 PM on the last day of the Initial Term or Renewal Term, as applicable.

(c) If a party materially breaches this Agreement (a "Defaulting Party") the other party (the "Non-Defaulting Party") may give written notice thereof to the Defaulting Party ("Breach Notice"), and if such material breach shall not have been remedied within thirty (30) days after the Breach Notice is given, then the Non- Defaulting Party may terminate this Agreement by giving written notice of termination to the Defaulting Party ("Breach Termination Notice"), in which case this Agreement shall terminate as of 11:59 PM on the 30th day following the date the Breach Termination Notice is given, or such later date as may be specified in the Breach Termination Notice (but not later than the last day of the Initial Term or then-current Renewal Term, as appropriate). In all cases, termination by the Non-Defaulting Party shall not constitute a waiver by the Non-Defaulting Party of any other rights it might have under this Agreement or otherwise against the Defaulting Party.

(d) Notwithstanding any other provision of this Agreement, either party may in its sole discretion 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 the party any such case or proceeding; (ii) the party commences as debtor any case or proceeding

seeking the appointment of a receiver, conservator, trustee, custodian or similar official for the 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) the party admits in any recorded medium, written, electronic or otherwise, its inability to pay its debts as they come due. Either party may exercise its termination right under this Section 10(d) 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. Any exercise by either party of its termination right under this Section 10(d) shall be without any prejudice to any other remedies or rights available to such party and shall not be subject to any fee or penalty, whether monetary or equitable. Notwithstanding the provisions of Section 18, notice of termination under this Section 10(d) shall be considered given and effective when given, not when received.

(e) The Trust may terminate this Agreement at any time upon thirty (30) days' prior written notice in the event that the Sponsor determines to liquidate the Trust. BNY may terminate this Agreement at any time upon one-hundred and twenty (120) days' written notice for any reason; *provided that* the termination will be effected as soon as practicable following such notice but no later than the conclusion of the 120-day notice period, and, provided further, BNY may terminate this Agreement upon thirty (30) days' written notice in the event of a breach of the Trust's representations contained in Section 3(i)(e) hereof.

(f) Notwithstanding any provision in this agreement to the contrary, in the event this Agreement terminates or expires prior to the end of a calendar quarter, other than as a result of a termination described in Sections 12(c) and 12(d) above or a termination in the event of a breach of the Trust's representations contained in Section 3(i)(e) hereof, each of the Trust and BNY agrees that BNY shall provide assistance to the Trust solely with respect to the preparation and filing of the applicable Form 10-K or 10-Q (the "Reporting Service"), and, notwithstanding the termination of expiration of this Agreement, such Reporting Services shall be performed subject to the terms and conditions of this Agreement relating to the duties and obligations of BNY and the Trust as if this Agreement had not terminated or expired. In connection with the provision of the Reporting Service, BNY shall be entitled to reasonable compensation for such Reporting Services subject to and in accordance with Section 8 of this

Agreement. Upon completion of the Reporting Service, the Agreement shall terminate in accordance with its terms.

11. Amendment.

This Agreement may not be amended, changed or modified in any manner except by a written agreement executed by BNY and the Trust to be bound thereby.

12. Assignment; Subcontracting.

(a) This Agreement shall extend to and shall be binding upon the parties hereto, and their respective successors and assigns; provided, however, that this Agreement shall not be assignable or delegable by the Trust without the written consent of BNY, or by BNY without the written consent of the Trust.

(b) Notwithstanding the foregoing: (i) BNY may assign or transfer this Agreement to any BNY Affiliate or transfer this Agreement in connection with a sale of a majority or more of its assets, equity interests or voting control, provided that BNY gives the Trust thirty (30) days' prior written notice of such assignment or transfer and such assignment or transfer does not impair the provision of services under this Agreement in any material respect, and the assignee or transferee agrees to be bound by all terms of this Agreement in place of BNY; (ii) BNY may subcontract with, hire, engage or otherwise outsource to any BNY Affiliate solely with respect to the performance of any one or more of the functions, services, duties or obligations of BNY under this Agreement but any such subcontracting, hiring, engaging or outsourcing shall not relieve BNY of any of its liabilities hereunder; (iii) BNY may subcontract with, hire, engage or otherwise outsource to an unaffiliated third party with respect to the performance of any one or more of the functions, services, duties or obligations of BNY under this Agreement but any such subcontracting, hiring, engaging or outsourcing shall not relieve BNY of any of its liabilities hereunder; and (iv) BNY, in the course of providing certain additional services requested by the Trust, including but not limited to, Typesetting or eBoard Book services ("Vendor Eligible Services") as further described in Schedule I, may in its sole discretion, enter into an agreement or agreements with a financial printer, or electronic services provider ("Vendor") to provide BNY with the ability to generate certain reports or provide certain functionality. BNY shall not be obligated to perform any of the Vendor Eligible

Services unless an agreement between BNY and the Vendor for the provision of such services is then-currently in effect, and shall only be liable for the failure to reasonably select the Vendor. Upon request, BNY will disclose the identity of the Vendor and the status of the contractual relationship, and the Trust is free to attempt to contract directly with the Vendor for the provision of the Vendor Eligible Services.

(c) As compensation for the Vendor Eligible Services rendered by BNY pursuant to this Agreement, the Trust will pay to BNY such fees as may be agreed to in writing by the Trust and BNY. In turn, BNY will be responsible for paying the Vendor's fees. For the avoidance of doubt, BNY anticipates that the fees it charges hereunder will be more than the fees charged to it by the Vendor, and BNY will retain the difference between the amount paid to BNY hereunder and the fees BNY pays to the Vendor as compensation for the additional services provided by BNY in the course of making the Vendor Eligible Services available to the Trust.

13. Governing Law; Consent to Jurisdiction.

This Agreement shall be construed in accordance with the laws of the State of New York, without regard to conflict of laws principles thereof. The Trust hereby consents to the jurisdiction of a state or federal court situated in New York City, New York in connection with any dispute arising hereunder, and waives to the fullest extent permitted by law its right to a trial by jury. To the extent that in any jurisdiction the Trust may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the Trust irrevocably agrees not to claim, and it hereby waives, such immunity.

14. Severability.

In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby, and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

15. No Waiver.

Each and every right granted to BNY hereunder or under any other document delivered hereunder or in connection herewith, or allowed it by law or equity, shall be cumulative and may be exercised from time to time. No failure on the part of BNY to exercise, and no delay in exercising, any right will operate as a waiver thereof, nor will any single or partial exercise by BNY of any right preclude any other or future exercise thereof or the exercise of any other right.

16. Notices.

All notices, requests, consents and other communications pursuant to this Agreement in writing shall be sent as follows:

[***]

or at such other place as may from time to time be designated in writing. Notices hereunder shall be effective upon receipt.

17. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original; but such counterparts together shall constitute only one instrument.

18. Confidentiality.

(a) Each party shall keep confidential any information relating to the other party's business ("Confidential Information"). Confidential Information shall include (a) any data or information that is competitively sensitive material, and not generally known to the public, including, but not limited to, information about product plans, marketing strategies, finances, operations, customer relationships, customer profiles, customer lists, sales estimates, business plans, and internal performance results relating to the past, present or future business activities of the Trust or BNY and their respective subsidiaries and affiliated companies; (b) any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in the sense that its confidentiality affords the Trust or BNY a competitive advantage over its competitors; (c) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, databases,

inventions, know-how, and trade secrets, whether or not patentable or copyrightable; and (d) anything designated as confidential. Notwithstanding the foregoing, information shall not be Confidential Information and shall not be subject to such confidentiality obligations if it: (a) is already known to the receiving party at the time it is obtained; (b) is or becomes publicly known or available through no wrongful act of the receiving party; (c) is rightfully received from a third party who is not under a duty of confidentiality; (d) is released by the protected party to a third party without restriction; (e) is requested or required to be disclosed by the receiving party pursuant to a court order, subpoena, governmental or regulatory agency request, requirement or law (f) is Trust information provided by BNY in connection with an independent third party compliance or other review, as long as the that third-party is under an obligation of confidentiality; (g) is released for the purpose of the provision of services under this Agreement; or (h) has been or is independently developed or obtained by the receiving party. The provisions of this Section 20 shall survive termination of this Agreement for a period of three (3) years after such termination.

(b) 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 Group"). The BNY 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 BNY fulfilling its obligations under this Agreement, (i) the Trust consents to the disclosure of and authorizes BNY to disclose information regarding the Trust ("Customer-Related Data") to the BNY Group and to its third-party service providers who are subject to confidentiality obligations with respect to such information and (ii) BNY may store the names and business contact information of the Trust's employees and representatives on the systems or in the records of the BNY Group or its service providers. The BNY Group may aggregate Customer-Related Data with other data collected and/or calculated by the BNY Group, and notwithstanding anything in this Agreement to the contrary the BNY Group will own all such aggregated data, provided that the BNY Group shall not distribute the aggregated data in a format that identifies Customer-Related Data with a particular customer. The Trust confirms that it is authorized to consent to the foregoing.

19. [Reserved].

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused the foregoing instrument to be executed by their duly authorized officers and their seals to be hereunto affixed, all as of the latest date set forth below.

By: Grayscale Investments Sponsors, LLC,
on behalf of each Fund
identified on Exhibit A
attached hereto
/s/ Craig Salm

Name: Craig Salm

Title: Chief Legal Officer

Date: 10/09/2025

THE BANK OF NEW YORK MELLON

By: /s/ Michael Spates

Name: Michael Spates

Title: Director

Date: 10/09/2025

# **EXHIBIT A**

Trusts

[***]

**EXHIBIT B**

I, Grayscale Investments Sponsors, LLC, a Delaware limited liability company (the "Sponsor"), do hereby certify, on behalf of each entity listed on Exhibit A attached hereto, that:

The following individuals serve in the following positions with the Sponsor, and each has been duly elected or appointed by the Sponsor to each such position and qualified therefor in conformity with the Trust's Organizational Documents, and the signatures set forth opposite their respective names are their true and correct signatures. Each such person is designated as an Authorized Person under the Fund Administration and Accounting Agreement dated as of _____, 2025, between the Trust and The Bank of New York Mellon.

Name Position Signature

[***]

# SCHEDULE I

Schedule of Services

All services provided in this Schedule of Services are subject to the review and approval of the appropriate Trust officers, Trust counsel and accountants of the Trust, as may be applicable. The services included on this Schedule of Services may be provided by BNY or a BNY Affiliate, collectively referred to herein as "BNY".

## VALUATION AND COMPUTATION ACCOUNTING SERVICES

BNY shall provide the following valuation and computation accounting services for the Trust:

- Journalize investment, capital share and income and expense activities;
- Maintain individual ledgers for Trust assets;
- Maintain certain financial books and records for the Trust, including creation and redemption books and records, and Trust accounting records;
- Maintain historical tax lots for Trust assets;
- Reconcile cash (if applicable) and investment balances of the Trust with the Trust's custodian;
- Calculate various contractual expenses;
- Calculate capital gains and losses;
- Obtain quotes from pricing services as directed and approved by the Sponsor, or if such quotes are unavailable, then obtain such prices from the Sponsor, and in either case, calculate the market value of the Trust's assets in accordance with the Trust's valuation policies or guidelines; provided, however, that BNY shall not under any circumstances be under a duty to independently price or value any of the Trust's assets itself or to confirm or validate any information or valuation provided by the Sponsor or any other pricing source, nor shall BNY have any liability relating to inaccuracies or otherwise with respect to such information or valuations;
- Compute net asset value, calculated in the manner described in the Trust's Offering Materials;
- Transmit or make available a copy of the daily portfolio valuation to the Sponsor;
- Publish basket to NSCC on each day on which trading occurs on the primary exchange on which the Trust's shares trade.

## FINANCIAL REPORTING

BNY shall provide the following financial reporting services for the Trust:

- *Financial Statement Preparation & Review*
  - Prepare financial statements for the Trust;
  - Prepare the Trust's periodic shareholder reports, including certain information furnished by the Trust to BNY, as required pursuant to the Securities and Exchange Act of 1934; and
  - Prepare, circulate and maintain the Trust's financial reporting production calendar;

**TAX SERVICES**

BNY shall provide the following tax services for the Trust:

- Prepare annual grantor trust tax reporting statements for client review and approval and deliver such statements to DTC participants upon finalization.

**FUND ADMINISTRATION SERVICES**

BNY shall provide the following fund administration services for the Trust:

- Establish appropriate expense accruals and compute expense ratios, maintain expense files and coordinate the payment of Trust approved invoices;
- Calculate Trust approved income and per share amounts required for periodic distributions to be made by the Trust;
- Calculate total return information;
- Coordinate the Trust's annual audit;
- Supply various normal and customary portfolio and Trust statistical data as requested on an ongoing basis; and

IRS CIRCULAR 230 DISCLOSURE:

To ensure compliance with requirements imposed by the Internal Revenue Service, BNY informs the Trust that any U.S. tax advice contained in any communication from BNY to the Trust (including any future communications) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein or therein.

**Exhibit 10.7**

**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.**

# MARKETING AGENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 22nd day of October, 2025 ("Effective Date"), by and between each entity listed on Appendix I hereto, separately and not jointly (each, individually, a "Trust"), and Foreside Fund Services, LLC, a Delaware limited liability company ("Foreside").

**WHEREAS**, the Trust, which is sponsored by the Grayscale Investments Sponsors, LLC (the "Sponsor"), is a statutory trust organized under the laws of the State of Delaware;

**WHEREAS**, the Trust has filed with the U.S. Securities and Exchange Commission (the "SEC") a Registration Statement for the Trust under the Securities Act of 1933, as amended (the "1933 Act");

**WHEREAS**, the Trust intends to create and redeem shares of beneficial interest in the Trust (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 Sponsor 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 Sponsor desires to retain Foreside to provide certain services to the Trust; and

**WHEREAS**, Foreside is willing to provide certain services to the Trust 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 Trust 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 Trust 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 Trust 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 Trust:

(i) at the request of the Sponsor, Foreside shall assist the Sponsor with facilitating Authorized Participant Agreements between and among Authorized Participants, the Trust, and the applicable Transfer Agent, for the creation and redemption of Creation Units of the Trust;

(ii) maintain copies of confirmations of Creation Unit creation and redemption order acceptances and promptly produce such copies upon reasonable request from the Sponsor;

(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 Sponsor ("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 Sponsor 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

Sponsor 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 Sponsor**

a) The Sponsor agrees to create, issue, and redeem Creation Units of the Trust in accordance with the procedures described in the Prospectus and any relevant policies and procedures adopted by the Sponsor or the Trust 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 Sponsor reserves the right to reject any order for Creation Units or to stop all receipts of such orders at any time.

b) The Sponsor shall deliver to Foreside copies of the following documents:

(i) the then current Prospectus for the Trust;
(ii) any relevant policies and procedures adopted by the Sponsor or the Trust 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 Sponsor 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 Sponsor 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 Trust to purchasers in the secondary market.

e) The Sponsor 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 Sponsor.

**5. Representations, Warranties and Covenants of the Sponsor.**

A. The Sponsor 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 Sponsor and, when executed and delivered, will constitute a valid and legally binding obligation of the Sponsor, 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 Trust's Registration Statement and the Trust'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 Trust'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 Trust 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 Sponsor shall fully cooperate in the efforts of Foreside in the provision of the services. In addition, the Sponsor shall keep Foreside informed of its material affairs as they relate to the Trust 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 Sponsor, 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, Sponsor shall pay to Foreside the fees and expenses set forth in Exhibit A hereto (as amended from time to time).

**8. Indemnification.**

a) The Sponsor 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 Sponsor's breach of any of its obligations, representations, warranties or covenants contained in this Agreement; (ii) the Sponsor'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 Trust (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 Sponsor'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 Trust in reliance upon and in conformity with information provided by Foreside to the Trust, in writing, for use in such Prospectus or any such advertising materials or sales literature.

b) Foreside shall indemnify, defend and hold the Sponsor, its affiliates, and each of their respective directors, officers, employees, representatives, and any person who controls or previously controlled the Sponsor within the meaning of Section 15 of the 1933 Act (collectively, the "Sponsor Indemnitees"), free and harmless from and against any and all Losses that any Sponsor 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 Sponsor (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 Sponsor by Foreside, in writing, for use in such Prospectus, sales literature and advertising materials or other information filed or made public by the Sponsor.

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 with respect to one or more Trusts, without the payment of any penalty, upon no less than: (i) 30 days' written notice by the Sponsor; or (ii) 90 days' written notice by Foreside.

**12. Confidentiality.**

During the term of this Agreement, Foreside and the Sponsor 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 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:** |
| --- |
| **[***]** |
| **With a copy to Sponsor:** |
| **[***]** |

**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 Sponsor.

**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 Sponsor 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 Sponsor 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 Sponsor**. It is expressly understood and agreed by Foreside that:

(a) nothing herein contained shall be construed as creating any liability on the Sponsor, individually or personally, to perform any covenant of the Trust 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: __ Teresa Cowan, President

GRAYSCALE INVESTMENTS SPONSORS, LLC, FOR AND ON BEHALF OF EACH ENTITY LISTED ON APPENDIX I

By: GRAYSCALE INVESTMENTS SPONSORS, LLC

By:

Craig Salm, Chief Legal Officer

EXHIBIT A

[***]

**APPENDIX I**

**[***]**

**Exhibit 10.8**
EXECUTION

**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.**

# TRANSFER AGENCY AND SERVICE AGREEMENT

THIS AGREEMENT is made as of the 9th day of October, 2025, by and between each entity listed on Appendix I hereto, separately and not jointly (each, individually, a "Trust") 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 Trust will ordinarily issue for purchase and redeem shares of the Trust (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 Trust 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 Trust 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 Trust'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 Trust'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 Trust;

(iii) Maintain the record of the name and address of the Shareholder and the number of Shares issued by the Trust and held by the Shareholder;

(iv) Record the issuance of Shares of the Trust and maintain a record of the total number of Shares of the Trust which are outstanding and authorized, based upon data provided to it by the Trust. 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 Trust.

(v) Prepare and transmit to the Trust and the Trust's administrator and to any applicable securities exchange (as specified to the Bank by the Trust or its administrator) information with respect to purchases and redemptions of Shares;

(vi) On days that the Trust may accept orders for purchases or redemptions, calculate and transmit to the Distributor and the Trust's administrator the number of outstanding Shares;

(vii) On days that the Trust may accept orders for purchases or redemptions (pursuant to the Authorized Participant Agreement), transmit to the Bank, the Trust 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 Trust, 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 Trust specified by the Trust 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 Trust, 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 Trust and hold such Shares in the account of the Shareholder of the Trust;

(xv) Receive from the Authorized Participants redemption requests, deliver the appropriate documentation thereof to the Trust's sponsor 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 Trust 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 Trust.

(xviii) Except as otherwise instructed by the Trust, the Bank shall process all transactions for the Trust in accordance with the policies and procedures mutually agreed upon between the Trust 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 Trust, 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 Trust, 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 Trust;

(ii) Trust proxies, proxy statements and other proxy soliciting materials;

(iii) Trust 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 Trust may from time to time identify as required by law or as the Trust may reasonably request; and

(vi) The Bank shall provide additional services, if any, as may be agreed upon in writing by the Trust 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 Trust was subject to such Rules, all such books and records shall be the property of the Trust, will be preserved, maintained and made available in accordance with such Section and Rules, and will be surrendered promptly to the Trust 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 Trust 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 Trust 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 Trust 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 Trust, will be reimbursed by the Trust or the Sponsor.

2.3 The Trust 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, Trust reports and other mailings to all shareholder accounts shall be advanced to the Bank by the Trust at least seven (7) days prior to the mailing date of such materials.

2.4 The Trust 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 sponsor of, the Trust 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 sponsor or to any affiliate of the Trust relating to this Agreement have been fully disclosed to the Trust or the Trust's sponsor and that, if required by applicable law, the Trust or the Trust's sponsor 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 Trust 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 Trust

The Trust represents and warrants to the Bank that:

It is duly organized and existing and in good standing under the laws of Delaware.

It is empowered under applicable laws and by its Declaration of Trust and Trust Agreement to enter into and perform this Agreement.

A registration statement under the Securities Act of 1933, as amended, on behalf of the Trust 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 Trust being offered for sale.

5. Indemnification

5.1 The Bank shall not be responsible for, and the Trust 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 Trust, 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 Trust or upon reasonable reliance of information or records given or made by the Trust; 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 Trust 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 Trust 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 Trust or any other person or firm on behalf of the Trust 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 Trust or instructions or requests on behalf of the Trust.

(c) The offer or sale of Shares by or for the Trust 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 Trust (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 Trust, 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 Trust 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 Trust 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 Trust, 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 Trust 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 Trust if any instructions provided by the Trust 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 Trust, 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 Trust 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 Trust by machine readable input, telex, CRT data entry or other similar means authorized by the Trust, and shall not be held to have notice of any change of authority of any person, until receipt of written notice thereof from the Trust.

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 Trust shall retain all ownership rights in Trust 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 Trust 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 Trust to request such purchase;

(c) The legality of the declaration of any dividend by the Trust, 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 Trust and Transfers of Shares

8.1 The Trust shall promptly furnish to the Bank with a copy of its Declaration of Trust and Trust 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 of any beneficial interest in any of the Shares owned by the Shareholder.

8.4 The Trust 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 Trust's Declaration of Trust and Trust Agreement with respect to such increase, decrease or change; and

(b) An opinion of counsel for the Trust, 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 Trust 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 Trust that no other order or consent is required; and

(b) An opinion of counsel for the Trust, 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 Trust 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 Trust, the Bank will promptly employ reasonable commercial efforts to notify the Trust and secure instructions from an authorized officer of the Trust 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 Bitcoin Trust (BTC) 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 Trust, 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 Trust may terminate this Agreement at any time upon thirty (30) days' prior written notice in the event that the Trust's sponsor determines to liquidate the Trust. The Bank may terminate this Agreement at any time upon ninety (90) days' written notice for any reason.

9.2 Should the Trust exercise its right to terminate, all out-of-pocket expenses associated with the movement of records and material will be borne by the Trust.

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 Trust 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 Trust to pay is conditioned upon provision of services.

12.2 This Agreement is solely for the benefit of the Bank and the Trust, 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 Trust 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 Trust 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 Trust 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.

[***]

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 Trust consents to the disclosure of and authorizes the Bank to disclose information regarding the Trust ("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 Trust'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 Trust 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 INVESTMENTS SPONSORS, LLC,
FOR AND ON BEHALF OF EACH ENTITY LISTED
ON APPENDIX I

By: /s/ Craig Salm
Name: Craig Salm
Title: Chief Legal Officer

Date: 10/09/2025

THE BANK OF NEW YORK MELLON

By: /s/ Michael Spates
Name: Michael Spates
Title: Director

Date: 10/09/2025

**APPENDIX I**

**[***]**

## 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 Trust and DTC

Dividend Records

Year-end Statements and Tax Forms

**EXHIBIT A**

Form of Authorized Participant Agreement

**Exhibit 10.11**

# LIQUIDITY PROVIDER AGREEMENT

LIQUIDITY PROVIDER AGREEMENT (this "**Agreement**") dated as of [ ], among: (i) [ ] (the "**Liquidity Provider**"); (ii) Grayscale Investments Sponsors, LLC, except as otherwise specified herein, acting in its capacity as sponsor (the "**Sponsor**") of each trust listed on Schedule I attached hereto, as the same may be amended from time to time by the Sponsor (each, the applicable "**Trust**" or "**Product**" when referred to throughout the remainder of this Agreement) created under Delaware law pursuant to its applicable declaration of trust and trust agreement listed on Schedule I attached hereto between the Delaware Trust Company acting in its capacity as Trustee (the "**Trustee**") and the Sponsor (each, the applicable "**Trust Agreement**" when referred to throughout the remainder of this Agreement), or is a Cayman Islands limited liability company created pursuant to a limited liability company agreement between the Sponsor and the shareholders of such Product (the "LLC Agreement") and in its capacity as the engager of one or more liquidity providers (the "**Liquidity Engager**" and, together with the Liquidity Provider and the Trust, the "**Liquidity Parties**").

## R E C I T A L S

WHEREAS, the Trust creates and redeems common units of fractional undivided beneficial interest in, and ownership of, the Trust ("**Shares**") from time to time pursuant to orders to create Shares ("**Creation Orders**") and orders to redeem Shares ("**Redemption Orders**" and, together with Creation Orders, "**Orders**") from one or more authorized participants ("**Authorized Participants**").

WHEREAS, Authorized Participants may submit Orders ("**Cash Orders**") to create or redeem Shares pursuant to procedures under which the Liquidity Engager has agreed to engage a liquidity provider to deliver Digital Asset to the Trust and receive cash from the applicable Cash Account[1], in the case of Creation Orders, or deliver cash to the applicable Cash Account and receive Digital Asset from the Trust, in the case of Redemption Orders.

WHEREAS, certain Products may add, remove, or change the ratio of assets ("**Rebalance**") held by such Product from time to time;

WHEREAS, such Rebalances may require the Liquidity Engager to engage a liquidity provider to: (i) sell and/or purchase digital assets; and (ii) receive and/or deliver digital assets from such Trust's designated wallet address;

WHEREAS, Liquidity Provider has agreed to become a liquidity provider in connection with such subscriptions and Rebalances and, in that capacity, as applicable, to receive or deliver digital assets to the applicable Product and receive cash from the Cash Account at the direction of the Liquidity Engager as provided herein;

[1] "Cash Account" means: (i) in the case of Creation Orders and Redemption Orders, the account maintained by BNY Mellon Asset Servicing, a division of The Bank of New York Mellon (the "Transfer Agent") in the name of the Trust for purposes of (x) receiving cash from Authorized Participants in connection with creations of Shares and (y) distributing cash to Authorized Participants in connection with redemptions of Shares; and (ii) in the case of a demand to deliver cash to fund the purchase of Replacement Digital Asset as contemplated by Section 3(a), the account maintained by the Transfer Agent in the name of the Liquidity Engager for such purpose.

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**.

(a) The Liquidity Engager will engage the Liquidity Provider in connection with Cash Orders by providing to the Liquidity Provider by such time as may be agreed to by the Liquidity Parties on any day on which the Trust's shares trade on a national securities exchange, including NYSE Arca, Inc. or Nasdaq Stock Market LLC (each such day, a "**Business Day**"), a summary of Cash Orders that have been accepted by the Trust for which the Liquidity Engager would like to engage the Liquidity Provider (each such summary, a "**Transaction Order**"). Each such Transaction Order shall specify: (i) whether the Cash Orders set forth therein are to be effected on a "**variable fee**" basis (with any price differential of Digital Assets between the trade date and the transfer date to be borne solely by the Liquidity Provider until such Digital Assets have been received or liquidated by the Trust) or an "**actual execution**" basis (with any price differential of Digital Assets between the trade date and the transfer date to be borne solely by the applicable Authorized Participant until such Digital Assets have been received or liquidated by the Trust) and (ii) whether a Redemption Order is designated as a Delayed Delivery Order (as defined below), in the sole discretion of the Liquidity Engager. Each Cash Order shall be effected on a "variable fee" basis unless the Sponsor, in its sole discretion, requires that any Cash Order be effected on an "actual execution" basis. Upon acceptance of a Transaction Order, the Liquidity Provider irrevocably agrees to: (i) in connection with Creation Orders, deliver Digital Assets to the Trust and receive cash from the applicable Cash Account and (ii) in connection with the Redemption Orders (including Delayed Delivery Orders), deliver cash to the applicable Cash Account and receive Digital Assets from the Trust, in each case, (x) in such amounts and to or from such accounts and at such times as may be specified in the relevant Transaction Order or otherwise communicated by the Liquidity Engager, provided, however, that in the case of a Delayed Delivery Order, the Trust's obligation to deliver Digital Assets to the Liquidity Provider shall be deferred until the applicable Delayed Delivery Date (as defined below) and (y) otherwise in accordance with the procedures set forth herein.

(b) In connection with the services provided by the Liquidity Provider pursuant to this Agreement, the Liquidity Provider shall receive the following: (i) in connection with Creation Orders, the Liquidity Provider shall receive from the applicable Cash Account an amount in cash equal to the U.S. dollar value of the Digital Assets delivered to the Trust, as determined in accordance with the agreement(s) with the relevant Authorized Participant(s) and as specified in the relevant Transaction Order, and (ii) in connection with Redemption Orders, the Trust shall deliver to the Liquidity Provider an amount in Digital Assets, the U.S. dollar value of which on the trade date was equal to the amount in cash delivered by the Liquidity Provider to the applicable Cash Account, as determined in accordance with the agreement(s) with the relevant Authorized Participant(s) and as specified in the relevant Transaction Order, provided, however, that in the case of a Redemption Order designated as a "**Delayed Delivery Order**," such Redemption Order shall be executed on a variable fee basis and any and all compensation for delayed delivery of such Digital Assets shall be included in the variable

fee specified therein as a fixed amount, and such fee shall not be subject to increase or decrease regardless of the actual duration between the date of such Delayed Delivery Order and the Delayed Delivery Date (as defined below). For purposes of this Agreement, the "**Delayed Delivery Date**" with respect to a Delayed Delivery Order shall mean the first Business Day on which such staked Digital Assets specifically designated by the Liquidity Engager to be delivered in connection with such Delayed Delivery Order become transferable, regardless of whether other sources of Digital Asset liquidity become available to the Trust prior to such Delayed Delivery Date.

(c) In connection with the foregoing, the Liquidity Engager will only: (i) direct the Trust to transfer Digital Asset to a Liquidity Provider designated wallet address that: (x) will be dedicated exclusively for purchases and sales transactions with the Liquidity Engager and/or the Trust for purposes of creating and redeeming shares of the Trust; (y) is previously known as belonging to the Liquidity Provider by the Liquidity Engager or its delegates; and (z) is currently active at the time the relevant Transaction Order is to be settled (a "**Liquidity Provider Wallet**"); and (ii) direct the Liquidity Provider to transfer Digital Asset to the Trust's segregated custody account controlled and secured by the Trust's custodian to store private keys.

(d) The Liquidity Parties may use electronic order execution systems or manual methods to communicate in connection with Transaction Orders, including but not limited to email, or instant message.

Section 2 **Event of Default**. Any of the following events constitutes an event of default ("**Event of Default**"): (a) the Liquidity Provider fails to fulfill any Transaction Order; (b) any covenant, representation or warranty herein proves to be untrue in any material respect; (c) a material breach in the performance by a Liquidity Party of any other agreements, conditions, covenants, provisions, or stipulations contained in the Agreement; (d) an officer (or person reasonably believed to be an officer) of a Liquidity Party shall admit to the other Liquidity Parties its inability to, or its intention not to, perform its obligations hereunder or under any Transaction Order; or (e) with respect to any Liquidity Party, (i) the commencement by such Liquidity Party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian, administrator or similar official for such Liquidity Party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election; (ii) the making by such Liquidity Party of a general assignment for the benefit of creditors; or (iii) the admission in writing by such Liquidity Party of such Liquidity Party's inability to pay its debts as they become due.

Section 3 **Remedies**.

(a) Upon the occurrence of any Event of Default, any non-defaulting Liquidity Party may, at its option, declare an Event of Default to have occurred hereunder without prior notice to the defaulting Liquidity Party and: (i) terminate any pending Transaction Order; (ii) (x) determine in good faith, its losses and costs in connection with the defaulting Liquidity Party's obligations and calculate the amounts owed by the defaulting Liquidity Party to such non-defaulting Liquidity Party, which losses and costs, in the case of any Event of Default on the part of the Liquidity Provider,

may include any losses and costs of the Liquidity Engager, the Trust, the Trust's custodian, the Trust's transfer agent and the relevant Authorized Participant(s), and (y) set-off, net, and recoup any such losses and costs against any due and payable obligations of such non-defaulting Liquidity Party; (iii) in the case of any Event of Default on the part of the Liquidity Provider, the Liquidity Engager may (x) demand that the Liquidity Provider deposits cash in U.S. dollars into the applicable Cash Account equal to 115% of any such Digital Assets not delivered pursuant to any Transaction Order, and (y) use such cash to purchase Digital Asset in the same amount as any Digital Asset not delivered by, or at the direction of, the Liquidity Provider (such Digital Asset, the "**Replacement Digital Asset**"); and (iv) cause any collateral held by the defaulting Liquidity Party to be immediately transferred by the defaulting Liquidity Party to such non-defaulting Liquidity Party. In the event that the purchase price of Replacement Digital Asset (plus any other transaction costs, fees, or other amounts, if any) exceeds the purchase price of such Digital Asset in the Transaction Order that underlies such Event of Default, the defaulting Liquidity Party shall be liable to non-defaulting Liquidity Party for the amount of such excess together with interest thereon from the date of such Replacement Digital Asset purchase until the date of payment of such excess. Each non-defaulting Liquidity Party's rights and remedies hereunder (for the avoidance of doubt, including those of the Trust) are cumulative and are in addition to any other rights and remedies available in law or equity. The defaulting Liquidity Party shall remain liable for any unpaid amounts, and, to the extent permitted by law, for interest on any amount not paid when due. Each non-defaulting Liquidity Party shall have all of the rights and remedies provided to a secured party under the New York Uniform Commercial Code and, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or applicable law. Each non-defaulting Liquidity Party shall, to the extent reasonable and without obligation, give notice to the defaulting party of the exercise of its option to declare an Event of Default as promptly as reasonably practicable.

(b) Notwithstanding anything to the contrary in this Agreement: (i) the Liquidity Provider hereby agrees, as a condition to the participation in the consummation of any Cash Order, (A) to fully (and without exception) exculpate the Trust with respect to, and to irrevocably waive any and all claims against the Trust or the Trust Estate (as defined in the Trust Agreement) arising from or in connection with, such Cash Order, (B) to fully indemnify and hold the Trust harmless against; (x) any breach by the Liquidity Provider of any provision of this Agreement that relates to the Liquidity Provider; (y) any failure on the part of the Liquidity Provider to perform any of its obligations set forth in this Agreement; and (z) any failure by the Liquidity Provider to comply with applicable laws, including, without limitation, rules and regulations of any regulatory or self-regulatory organizations in relation to its role as Liquidity Provider, and (C) that the Trust shall not be liable to the Liquidity Provider for any loss, liability, cost or expense incurred by the Liquidity Provider in connection with a Consideration Return Event; and (ii) in the event that the Trust would have any monetary liability under paragraph (a) of this Section 3, the Liquidity Engager shall

assume full responsibility for the Trust's liability and the Liquidity Provider agrees to seek remedies only from the Liquidity Engager and not the Trust.

Section 4 **Authorized Persons**. Concurrently with the execution of this Agreement and from time to time thereafter, each Liquidity Party shall deliver to the other Liquidity Party a list setting forth the names and email addresses of all persons authorized by such to give instructions relating to activity contemplated hereby ("**Authorized Persons**"). Each Liquidity Party shall rely solely on reasonable communications provided by such Authorized Persons, provided that it shall be each Liquidity Party's sole responsibility to deliver to the other Liquidity Party any updated list of Authorized Persons and no Liquidity Party shall be required to enquire whether the list of Authorized Persons which has been most recently provided to it by a Liquidity Party remains up to date. Each Liquidity Party shall solely be bound by the terms of Transaction Orders duly placed through such Authorized Persons.

Section 5 **Representations, Warranties and Covenants**. The Liquidity Provider hereby represents, warrants, covenants, and agrees:

(a) The Liquidity Provider 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 Liquidity Provider 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.

(b) The Liquidity Provider maintains at least one Liquidity Provider Wallet. If there is any change in the foregoing, the Liquidity Provider shall give immediate notice to the Liquidity Engager and the Sponsor (on behalf of the Trust) of such event.

(c) The Liquidity Provider understands and acknowledges that some activities on its 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 Liquidity Provider 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) The Liquidity Provider 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) Neither the Liquidity Provider nor any of its subsidiaries nor any of their respective directors, officers, employees or, to the Liquidity Provider's knowledge, 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).

The Liquidity Provider 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.

(f) The Liquidity Provider 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 Liquidity Provider: (i) has, and will maintain, the computer hardware, software and technological knowhow required to transact in Digital Asset; and (ii) is responsible for confirming the accuracy of all accounts it is provided in connection with any Transaction Order or otherwise pursuant to this Agreement.

(h) There are no actions, grievances, proceedings (including, without limitation, arbitration proceedings), orders, inquiries or claims pending, or to the Liquidity Provider's knowledge, threatened against or affecting it or any of its employees (in his or her capacity as such) by the U.S. Securities and Exchange Commission (the "**SEC**"), Financial Industry Regulatory Authority, Inc. ("**FINRA**") or any other regulatory body or self-regulatory organization that would affect the Liquidity Provider's ability to fulfill its obligations hereunder.

(i) The Liquidity Provider shall promptly notify the Liquidity Engager and the Sponsor (on behalf of the Trust) in the event that any of the representations and warranties set forth in clauses (d) through (h) above cease to be accurate.

(j) With respect to any Digital Assets that the Liquidity Provider transfers and delivers to the Trust, the Liquidity Provider is the lawful owner of such Digital Assets with good and marketable title thereto, the Liquidity Provider has the absolute right to sell, assign, convey, transfer, and deliver such Digital Asset and the Trust will acquire good and unencumbered title to such Digital Asset, 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.

(k) Any Digital Assets that are the subject of any Transaction Order are free and clear of any and all security interests, liens, pledges, claims (pending or threatened), charges, escrows, encumbrances, or similar rights. The Liquidity Provider is the owner of each Liquidity Provider Wallet, and has good title thereto. Each of its Liquidity

Provider Wallets and other wallets is owned and operated solely for the benefit of the Liquidity Provider, and no other person has any right, title, or interest in any such wallet.

(l) The Liquidity Provider will not, without prior written consent of the Liquidity Engager, use in advertising or publicity the name of the Sponsor, the Trust, the Liquidity Engager or any of their respective affiliates, any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by the Sponsor, the Trust, the Liquidity Engager or any of their respective affiliates.

(m) The Liquidity Provider will not disclose the Sponsor's, the Liquidity Engager's or the Trust's identity or the terms of any Transaction Order to any of its employees (except trading personnel involved in the execution of such transactions) without the prior express agreement of the Sponsor, the Liquidity Engager, or the Trust, as applicable.

(n) The Liquidity Provider will not disclose to any third party the identity of the Sponsor, the Liquidity Engager, the Trust or any other person or entity that is involved with any Transaction Order.

(o) With respect to Delayed Delivery Orders described in Section 1 hereof, the Liquidity Provider acknowledges that the timing of the Delayed Delivery Date may depend on a variety of factors at any given time, including the status of the unstaking queue for staked Digital Assets of the Trust. None of the Liquidity Engager, the Sponsor, the Trust, nor any of its and their affiliates, directors, officers, representatives, employees, or advisors makes any representation or warranty as to the accuracy or reliability of any estimated Delayed Delivery Date, or of any information used to formulate an estimated Delayed Delivery Date or to calculate the variable fee assigned to any Redemption Order, from time to time.

(p) The Liquidity Provider further acknowledges and agrees that it shall have no right to, or interest in, any staking rewards or other distributions accrued by the Trust in respect of the Digital Assets to which it may be entitled pursuant to a Delayed Delivery Order during the period prior to and through the Delayed Delivery Date.

Section 6 **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) electronic mail (e-mail); or (v) similar means of same day delivery. Any notice or other communication required by this Agreement shall be deemed to be duly received: (a) if via personal delivery, at the time when it was delivered; (b) 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; (c) 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 (d) 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 Liquidity Engager, the Liquidity Provider, and the Sponsor (on behalf of the Trust) shall be directed to the address, e-mail address or facsimile number indicated below:

(i) If to the Liquidity Engager:

Grayscale Investments Sponsors, LLC
Attn: [ ]
290 Harbor Drive
Stamford, CT 06902
E-Mail: ETFs@grayscale.com

WITH A MANDATORY COPY OF ALL LEGAL NOTICES TO:
legal@grayscale.com

(ii) If to the Liquidity Provider:

[ ]

(iii) If to the Sponsor (on behalf of the Trust):
Grayscale Investments Sponsors, LLC
Attn: [ ]
290 Harbor Drive
Stamford, CT 06902
E-Mail: ETFs@grayscale.com

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 7 **Transfers**. EACH OF THE PARTIES HERETO ACKNOWLEDGES AND AGREES THAT DIGITAL ASSET TRANSFERS MAY BE IRREVERSIBLE. To the extent that the Liquidity Provider, the Sponsor (on behalf of the Trust), or the Liquidity Engager 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 8 **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 6 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. For the avoidance of doubt, if the Liquidity Engager or the Sponsor (on behalf of the Trust) determines that the Liquidity Provider has breached the provisions of Sections 1 through 7, as applicable, each of the Liquidity Engager and the Sponsor (on behalf of the Trust) has the authority to terminate this Agreement.

Section 9 **Limited Role of the Trust; Rights of the Trust**. Each of the Liquidity Parties hereby acknowledges and agrees that, except as set forth herein or as otherwise contemplated by the Trust Agreement, and subject to paragraph (b) of Section 3: (i) the Trust shall not be a party to any Transaction Orders under this Agreement and shall have no rights, privileges, obligations or liabilities with respect to any such Transaction Orders; (ii) no Liquidity Party is authorized to act for or on behalf of the Trust in connection with any such Transaction Orders; (iii) the Trust shall have no obligations under this Agreement, and no Liquidity Party shall have any recourse to the Trust or its properties or assets in respect of any actual or potential Transaction Orders (or any claim or controversy arising therefrom); (iv) each Liquidity Party shall not look to the Trust, but rather shall look solely to the other Liquidity Parties for satisfaction in the event of any claim or controversy under this Agreement; (v) without limiting the foregoing, the Liquidity Provider shall not have any right to recall or otherwise recover any Digital Asset previously delivered to the Trust (it being understood, however, that in the event the Creation Settlement Conditions or Redemption Settlement Conditions (as applicable and, in each case, as defined in the Trust Agreement) are not met with respect to any Transaction Order, any cash or Digital Asset (as the case may be) previously delivered to the Trust by the Liquidity Provider in respect of such Transaction Order shall promptly be returned to the Liquidity Provider (a "**Consideration Return Event**")); and (vi) the Trust's rights thereunder shall survive the termination of this Agreement.

Section 10 **Indemnification**.

(a) The Liquidity Provider shall indemnify and hold harmless the Liquidity Engager and the Sponsor 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 "**LP Indemnified Party**") from and against any claim, loss, liability, cost and expense (including, without limitation, reasonable attorneys' fees) incurred by such LP Indemnified Party, including any liability of an LP Indemnified Party as a result of any express or implied obligation to indemnify the Trust, the Trust's custodian, the Trust's transfer agent and the relevant Authorized Participant(s), as a result of: (i) any breach by the Liquidity Provider of any provision of this Agreement that relates to the Liquidity Provider, unless such breach occurred as a result of the Liquidity Provider's reasonable adherence on instructions reasonably given to it by such LP Indemnified Party; (ii) any failure on the part of the Liquidity Provider to perform any of its obligations set forth in this Agreement unless such failure occurred as a result of the Liquidity Provider's reasonable adherence on instructions reasonably given to it by such LP Indemnified Party; (iii) any failure by the Liquidity Provider to comply with applicable laws, including, without limitation, rules and regulations of any regulatory or self-regulatory organizations in relation to its role as Liquidity Provider or (iv) 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 Trust's effective registration statement filed with the SEC, as the same may at any time and from time to time be amended or supplemented (the "**Registration Statement**"), to the extent such statement or omission was based upon written information furnished to an LP Indemnified Party by the Liquidity Provider specifically for use therein. Promptly after receipt by an LP Indemnified Party under this paragraph (a) of notice of the

commencement of any action, such LP Indemnified Party will, if a claim in respect thereof is to be made against the Liquidity Provider under this paragraph (a), notify the Liquidity Provider in writing of the commencement thereof; but the failure to so notify the Liquidity Provider: (x) will not relieve the Liquidity Provider from liability under this paragraph (a) unless and to the extent Liquidity Provider did not otherwise learn of such action and such failure results in the forfeiture by the Liquidity Provider of substantial rights and defenses; and (y) will not, in any event, relieve the Liquidity Provider from any other obligations the Liquidity Provider may have to any LP Indemnified Party. The Liquidity Provider 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 Liquidity Provider elects to assume the defense, the defense shall be conducted by counsel chosen by it. If the Liquidity Provider does not elect to assume the defense of any suit, it will reimburse the LP Indemnified Parties in the suit for the reasonable fees and expenses of any counsel retained by them.

(b) Each of the Sponsor and Liquidity Engager, jointly and not severally, (each such party for purposes of this paragraph, individually and not collectively, an "**LP Indemnifying Party**") shall indemnify and hold harmless the Liquidity Provider, 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 "**LAE Indemnified Party**") from and against any claim, loss, liability, cost and expense (including, without limitation, reasonable attorneys' fees) incurred by such LAE Indemnified Party as a result of: (i) any breach by such LP Indemnifying Party of any provision of this Agreement that relates to such LP Indemnifying Party, unless such breach occurred as a result of such LP Indemnifying Party's reasonable adherence on instructions reasonably given to it by such LAE Indemnified Party; (ii) any failure by such LP Indemnifying Party to perform any of its obligations set forth in this Agreement applicable to it, unless such breach occurred as a result of such LP Indemnifying Party's reasonable adherence on instructions reasonably given to it by such LAE Indemnified Party; (iii) any failure on the part of such LP Indemnifying Party 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 this Agreement; (iv) actions of such LAE Indemnified Party taken in reliance upon any instructions issued or representations made in accordance with this Agreement; or (v) 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, unless such statement or omission was furnished or otherwise approved in writing by the Liquidity Provider or any of their designees. Promptly after receipt by an LAE Indemnified Party under this paragraph (b) of notice of the commencement of any action, such LAE Indemnified Party will, if a claim in respect thereof is to be made against any LP Indemnifying Party under this paragraph (b), notify such LP Indemnifying Party in writing of the commencement thereof; but the failure to so notify such LP Indemnifying Party: (x) will not relieve such LP Indemnifying Party from liability under this paragraph (b) unless and to the extent LP Indemnifying Party did not otherwise learn of such action and such failure results in the forfeiture by such LP Indemnifying Party of substantial rights and defenses; and (y) will not, in any event, relieve such LP Indemnifying Party

from any other obligations such LP Indemnifying Party may have to any LAE Indemnified Party. Each LP 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 any claims, but if such LP Indemnifying Party elects to assume the defense, the defense shall be conducted by counsel chosen by it. If such LP Indemnifying Party does not elect to assume the defense of any suit, it will reimburse the LAE 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 applicable LP Indemnified Party or the applicable LAE 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 applicable LP Indemnified Party or applicable LAE 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 LP Indemnified Party or LAE Indemnified Party, as the case may be.

(d) The Liquidity Provider shall not be liable to any LP 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 Liquidity Provider; or (ii) mistakes or errors by, or arising out of interruptions or delays of communications with any LP Indemnified Party.

(e) The indemnification provided for in paragraph (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 LP Indemnified Party. The indemnification provided for in paragraph (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 LAE Indemnified Party.

(f) The indemnity agreements contained in this Section 10 shall remain in full force and effect and shall survive any termination of this Agreement

Section 11 **Miscellaneous**.

(a) 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.

(b) Assignment. 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 *ab initio*.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) Amendment and Restatement. This Agreement shall amend and restate and supersede in its entirety that certain liquidity provider agreement, dated [ ], by and among the parties.

[*Signatures Follow on Next Page*]

**IN WITNESS WHEREOF**, the parties hereto have executed this Liquidity Provider Agreement as of the date set forth above.

**GRAYSCALE INVESTMENTS SPONSORS, LLC**, as Liquidity Engager

By:
Name:
Title:

**[ ],** as Liquidity Provider

By:
Name:
Title:

**GRAYSCALE INVESTMENTS SPONSORS, LLC**, as Sponsor, on behalf of the Trust

By:
Name:
Title:

SCHEDULE I
LIST OF PRODUCTS

[]

**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 of the type that the registrant treats as private or confidential.**

**Exhibit 10.12**

# AMENDMENT NO. 2 TO THE MARKETING AGENT AGREEMENT

This **AMENDMENT No. 2 TO THE MARKETING AGENT AGREEMENT** (the "**Amendment**") dated as of April 16, 2026 (the "**Effective Date**"), is entered into by and between: (i) Foreside Fund Services, LLC, a Delaware limited liability company ("**Foreside**"); and (ii) Grayscale Investments Sponsors, LLC, acting in its capacity as sponsor (the "**Sponsor**") of each entity listed on Exhibit A attached hereto (each, a "**Trust**"), as the same may be amended from time to time, (the "**Parties**").

## R E C I T A L S

**WHEREAS**, the Parties have entered into that certain Marketing Agent Agreement, dated as of October 22, 2025 (the "**Original Agreement**");

**WHEREAS**, the Parties desire to amend the Original Agreement, pursuant to Section 13. Modifications, with such amendment to be effective immediately as of the date hereof; and

**NOW, THEREFORE**, in consideration of the mutual agreement as set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby have mutually agreed to amend the Original Agreement as set forth below.

**SECTION 1**. Exhibit A of the Original Agreement is hereby deleted in its entirety and replaced by Exhibit A attached hereto.

**SECTION 2**. Appendix I of the Original Agreement is hereby deleted in its entirety and replaced by Exhibit B attached hereto.

**SECTION 3**. This Amendment 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 Amendment, 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 4.** Except as expressly amended herby, all the provisions of the Agreement are restated and in full force and effect to the same extent as if fully set forth herein.

**SECTION 5.** This amendment shall be governed by and the provisions of this Amendment shall be construed and interpreted under and in accordance with the laws of the State of New York.

**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 of the type that the registrant treats as private or confidential.**

[*Remainder of the page blank; signature page follows*.]

**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 of the type that the registrant treats as private or confidential.**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Original Agreement as of the Effective Date set forth above.

**GRAYSCALE INVESTMENTS SPONSORS, LLC**, as Sponsor

By:____/s/ Craig Salm_____
Name: Craig Salm
Title: Chief Legal Officer

**FORESIDE FUND SERVICES, LLC**

By:____/s/ Teresa Cowan_____
Name: Teresa Cowan
Title: President

**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 of the type that the registrant treats as private or confidential.**

# Exhibit A

[***]

**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 of the type that the registrant treats as private or confidential.**

# Exhibit B

[***]

**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.**

**EXHIBIT 10.13**

# AMENDMENT NO. 5 TO TRANSFER AGENCY AND SERVICE AGREEMENT

This AMENDMENT ("Amendment") is made and entered into, as of the latest date on the signature page hereto (the "Effective Date"), by and between **each entity listed on Appendix I hereto**, separately and not jointly (each, individually, a "**Trust**") and **THE BANK OF NEW YORK MELLON** ("**BNY**"). BNY and the Trusts are collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS, the Trusts and BNY have entered into Transfer Agency and Service Agreement dated as of October 9, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"); and

WHEREAS, the Trusts and BNY desire to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound, the Parties agree as follows.

1. Grayscale Hype ETF is hereby added as a party to the Agreement.

2. Appendix I to the Agreement is deleted and hereby replaced with the Appendix I attached hereto.

3. As hereby amended and supplemented, the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms hereof and the Agreement, this Amendment shall control. From and after the Effective Date, any reference to the Agreement shall be a reference to the Agreement as amended hereby. Capitalized terms not specifically defined herein will have the same meaning ascribed to them under the Agreement.

4. This Amendment constitutes the sole and entire agreement among the Parties with respect to the matters dealt with herein, and merges, integrates and supersedes all prior and contemporaneous discussions, agreements and understandings between the Parties, whether oral or written, with respect to such matters.

5. This Amendment may be executed in any number of counterparts, either manually or by Electronic Signature, each of which will be deemed an original, and said counterparts when taken together will constitute one and the same instrument and may be sufficiently evidenced by one set of counterparts. Executed counterparts may be delivered by facsimile or email. "Electronic Signature" means an image, representation or symbol inserted into an electronic copy of the Amendment by electronic, digital or other technological methods.

6. The governing law provision of the Agreement shall be the governing law provision of this Amendment.

7. Each of the parties represents and warrants to the other that it has full authority to enter into this Amendment upon the terms and conditions hereof and that the individual executing this Amendment on its behalf has the requisite authority to bind such party or parties to this Amendment,

**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.**

including by Electronic Signature, and any such Electronic Signature represents an intent to enter into this Agreement and an agreement with its terms.

*[Remainder of page intentionally left blank]*
*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**THE BANK OF NEW YORK MELLON**

By: /s/ Robert M. Stein Jr

Name: Robert M. Stein Jr

Title: Vice President

Date: April 20, 2026

**GRAYSCALE INVESTMENTS SPONSORS, LLC, FOR AND ON BEHALF OF EACH ENTITY LISTED ON APPENDIX I**

By: /s/ Craig Salm

Name: Craig Salm

Title: Chief Legal Officer

Date: April 17, 2026

**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.**

## APPENDIX I

[***]

**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.**

**EXHIBIT 10.14**

# AMENDMENT NO. 5 TO FUND ADMINISTRATION AND ACCOUNTING AGREEMENT

This AMENDMENT ("Amendment") is made and entered into, as of the latest date on the signature page hereto (the "Effective Date"), by and between **each entity listed on Exhibit A attached hereto** (each, a "**Trust**", and collectively the "**Trusts**" as applicable), separately and not jointly, and **THE BANK OF NEW YORK MELLON** ("**BNY**"). BNY and the Trusts are collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS, the Trusts and BNY have entered into a Fund Administration and Accounting Agreement dated as of October 9, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"); and

WHEREAS, the Trusts and BNY desire to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound, the Parties agree as follows.

1. Grayscale Hype ETF is hereby added as a party to the Agreement.

2. Exhibit A to the Agreement is deleted and replaced with Exhibit A attached hereto.

3. As hereby amended and supplemented, the Agreement shall remain in full force and effect in accordance with its terms**.** In the event of a conflict between the terms hereof and the Agreement, this Amendment shall control. From and after the Effective Date, any reference to the Agreement shall be a reference to the Agreement as amended hereby. Capitalized terms not specifically defined herein will have the same meaning ascribed to them under the Agreement.

4. This Amendment constitutes the sole and entire agreement among the Parties with respect to the matters dealt with herein, and merges, integrates and supersedes all prior and contemporaneous discussions, agreements and understandings between the Parties, whether oral or written, with respect to such matters.

5. This Amendment may be executed in any number of counterparts, either manually or by Electronic Signature, each of which will be deemed an original, and said counterparts when taken together will constitute one and the same instrument and may be sufficiently evidenced by one set of counterparts. Executed counterparts may be delivered by facsimile or email. "Electronic Signature" means an image, representation or symbol inserted into an electronic copy of the Amendment by electronic, digital or other technological methods.

6. The governing law provision of the Agreement shall be the governing law provision of this Amendment.

7. Each of the parties represents and warrants to the other that it has full authority to enter into this Amendment upon the terms and conditions hereof and that the individual executing this Amendment on its behalf has the requisite authority to bind such party or parties to this Amendment,

**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.**

including by Electronic Signature, and any such Electronic Signature represents an intent to enter into this Agreement and an agreement with its terms.

*[Remainder of page intentionally left blank]*
*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**THE BANK OF NEW YORK MELLON**

By: /s/ Robert M. Stein Jr

Name: Robert M. Stein Jr

Title: Vice President

Date: April 20, 2026

**GRAYSCALE INVESTMENT SPONSORS, LLC, on behalf of each Trust identified on Exhibit A attached hereto**

By: /s/ Craig Salm

Name: Craig Salm

Title: Chief Legal Officer

Date: April 17, 2026

**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.**

**EXHIBIT A**

[***]

**Exhibit 23.1**

**Consent of Independent Registered Public Accounting Firm**

We consent to the use of our report dated April 29, 2026, with respect to the statement of assets and liabilities of Grayscale HYPE ETF, as of April 22, 2026, included herein, and to the reference to our firm under the heading "Experts" in the prospectus.

/s/ KPMG LLP

New York, New York
May 22, 2026