

DIGITAL ASSETS FUND ONLINE ETF SHARES PURCHASE AGREEMENT

1. PARTIES TO THE AGREEMENT

1.a. "Participant" or "Investor": An individual or corporate entity expressing intent to participate in the BitcoinETF.org Digital Assets Fund through virtual, online means to purchase Bitcoin ETF Share Tokens.

1.b. "The Fund" or "BitcoinETF.org": A specialized Digital Assets Fund, licensed and domiciled within the jurisdiction of Hong Kong, offering distinct opportunities to acquire Bitcoin ETF Share Tokens.

2. PRECISE DEFINITIONS

For the sake of unambiguous clarity, the following definitions are elucidated:

2.a. "Bitcoin": The pioneering digital cryptocurrency, defined by its decentralized digital ledger operations underpinned by blockchain technology, first delineated by the pseudonymous entity, Satoshi Nakamoto.

2.b. "Fork": A nuanced split in the prevailing blockchain, engendering either modifications to the incumbent blockchain or instigating a new chain parallel to the existing.

2.c. "Bitcoin ETF Share Tokens" or "ETF Tokens": Digital tokens promulgated and managed on the NeXT blockchain. These tokens denote a proportionate ownership in the BitcoinETF.org Digital Assets Fund's holdings and strategies.

2.d. "NeXT Blockchain": An avant-garde distributed ledger technology, the platform upon which the Bitcoin ETF Share Tokens are minted, transferred, and maintained.

3. TERMS & CONDITIONS OF ENGAGEMENT

3.a. Eligibility: This Agreement is not available to citizens, residents, or taxpayers of the United States, Venezuela, Iran, or North Korea. It is illegal for such individuals to enter into this Agreement.

3.b. Purchase Price & Shares: All Bitcoin ETF shares (tokens) sold by the Fund to Investors shall be sold at a fixed price of \$1.00 USD.

3.c. Lock-Up Period: Upon purchase, the Investor agrees to a lock-up period of 1095 days during which the shares cannot be withdrawn, sold, or redeemed.

3.d. Options at the End of Lock-Up Period: Upon completion of the lock-up period, Investors have the following options:

- Withdraw their shares (tokens) into self-custody (digital asset wallet).
- Redeem shares (tokens) at a face value of \$1.00 USD for either USDT or Bitcoin on the BitcoinETF.org platform.
- Sell shares (tokens) on a decentralized exchange at the prevailing market value.

4. ALLOCATIONS OF FUNDS

4.a. Deployment into Digital Asset Strategies: Upon receipt, Investor funds will be methodically allocated across the distinct digital asset strategies as delineated in the "PROFOUND DIGITAL ASSET STRATEGIES" section. The aim of such allocation is to maximize returns through a diversified portfolio approach, leveraging Spot BTC Auto TD, BTC Options TD, BTC AI Arbitrage, Futures BTC Auto TD, USDT Staking, and the BTC Reserve Fund.

5. PROFOUND DIGITAL ASSET STRATEGIES

5.a. BTC Spot Auto TD: Utilizing a proprietary Spot BTC auto-trading algorithm, the Fund systematically operationalizes trades, leveraging a perpetual self-refinement process. This strategy capitalizes on Bitcoin's global market price oscillations, guaranteeing consistent, calculated advantages.

5.b. BTC Options TD: The Fund's options trading sanctum specializes in the artful procurement and liquidation of strategic contracts. These contracts bestow the holder with a conditional prerogative to acquire or liquidate an asset at a prespecified valuation before a predetermined terminus. This intricate maneuvering facilitates predictable revenue generation while hedging against undue market volatilities.

5.c. BTC AI Arbitrage: Merging artificial intelligence's prowess with arbitrage algorithms, the Fund seamlessly identifies and capitalizes on opportunities sprawled across diverse exchanges. This cutting-edge blend ensures optimized returns, diminishes active management requisites, and champions operational efficiency.

5.d. BTC Futures Auto TD: The Futures trading echelon, through analytical profundity, delivers unparalleled exposure to Bitcoin's market dynamism. Harnessing a sophisticated auto trading algorithm, the Fund predicts and acts upon emergent market trajectories, ensuring both capitalization on lucrative vectors and risk mitigation.

5.e. USDT Staking: Conservative yield generating product, paying interests in USDT stablecoin.

5.f. BTC Reserve Fund: As a testament to prudent financial stewardship, the BTC Reserve Fund stands resolute. This reservoir is primed to counterbalance unforeseen market perturbations, ensuring liquidity, and fostering unyielding investor confidence.

6. DIVIDEND STRUCTURE AND ANNUAL PERCENTAGE YIELD (APY) DEFINITION

6.a. Stipulated Annual Dividend: With unwavering commitment, the Fund is poised to disburse to its Investors an annual dividend calibrated at 14% premised on the magnitude of their inaugural investment.

7. APY Composition

7.a. Non-Compounding Nature: The APY, or Annual Percentage Yield, herein defined, abstains from the practice of compounding. It stands calculated over a delineated temporal span of 1095 days, invoking the standard metric of each year encompassing 365 days.

7.b. Disbursement Modality: While dividends are arithmetically quantified in United States Dollars (USD), the actual act of disbursement to the Investors will materialize on a daily cadence in the form of Bitcoin.

7.c. Lock-Up Period Culmination & APY Reconciliation: Upon the expiration of the designated lock-up period, the reconciliation of APY will be judiciously affected based on the superior valuation derived from the ensuing two benchmarks:

7.d. Cumulative Valuation: The aggregate market price of all Bitcoin remitted as dividends throughout the term.

7.e. Cost Foundation: The foundational cost of all Bitcoin allocated as dividends, encapsulating the entirety of the term.

7.f. Contingent Lock-Up Period Extension: Should the ambient market conditions be diagnosed as unpropitious by the Fund's analytical faculty at the termination of the principal lock-up period, the Fund retains the prerogative to elongate the lock-up duration by an auxiliary span of 1095 days. It's quintessential to note that during this ancillary phase, dividends shall be in abeyance, with none being disbursed to the Investors.

8. BONUS STRUCTURE AND ELEVATED APY OFFERS

8.a. Eligibility for Bonuses and Elevated APYs: The Investor may be eligible for additional bonuses and elevated Annual Percentage Yields (APYs) based on the payment method used, the total amount invested, and the use of valid referral codes. Such bonuses and elevated APYs are subject to the terms and conditions outlined in this clause.

8.b. Bonus APYs: Eligible Investors may receive a contractually guaranteed minimum APY which may exceed the standard guaranteed rate of 14% annually. This elevated APY can be up to 19% for the first six (6) months of the investment period (the "Bonus Period").

8.c. Determination of Bonus Eligibility: The specific terms of the bonuses and the elevated APYs, including the calculation methods and the eligibility criteria based on payment method, invested amount, and referral codes, will be specified in the Investor's individual investment confirmation notice.

8.d. Payment Method and Investment Amount: Bonuses and elevated APYs are tiered based on the method of payment and the amount invested. The Company reserves the right to offer different bonus rates for payments made via credit card, bank transfer, or other approved payment methods.

8.e. Use of Referral Codes: When an Investor applies a valid referral code during the investment process, the Investor may receive additional bonuses or elevated APYs as detailed in the promotional materials associated with that referral code.

8.f. Conditions and Restrictions: Bonuses and elevated APYs offered during the Bonus Period are granted at the discretion of the Company and may be subject to additional terms, conditions, and verification procedures.

8.g. Modification or Cancellation: The Company reserves the right to modify or cancel the bonus offers and elevated APYs at any time without prior notice, subject to regulatory requirements. If changes are made, they will not affect investments made prior to the date of such changes.

8.h. Acknowledgment: The Investor acknowledges that the acceptance of any bonuses or elevated APYs may require the Investor to fulfill certain conditions, which will be fully disclosed at the time of the offer.

8.i. Disclosure: The Investor agrees and acknowledges that all bonus structures and elevated APYs are considered part of this investment agreement and are subject to all terms and conditions contained herein.

9. PROTECTION VAULT CLAUSE

9.a. Protection Vault Mechanism: Objective and Rationale: The "Protection Vault" stands as an innovative safeguard feature extended to our esteemed Investors, ensuring they consistently receive the stipulated Annual Percentage Yield (APY) on their investments. The modus operandi of the Protection Vault is expounded below:

9.b. Automated Hedging Strategy: The Fund employs a sophisticated trading algorithm that initiates hedging measures every time there's a discernible decline in the Bitcoin price. Through this mechanism, the fund capitalizes on market downturns, converting potential losses into profitable endeavors.

9.c. Vault Fund Accrual: Profits derived from the hedging strategies are instantaneously converted into stablecoins and allocated to the Protection Vault. This immediate conversion into stablecoin form ensures that the value of these reserves remains impervious to Bitcoin's inherent price volatility, serving as a robust safety net.

10. Contract Maturity & Vault Disbursement

10.a. APY Deficiency: Should the cumulative value of all Bitcoin disbursed as interest not meet the pledged APY at the end of an Investor's contractual term, the Protection Vault will provision the requisite funds to bridge this discrepancy. Such a mechanism ensures that the Investor receives the promised returns, irrespective of market volatility.

10.b. APY Surplus: If the interest paid in Bitcoin either mirrors or surpasses the guaranteed APY, the entirety of the Protection Vault's contents is conferred as a performance bonus to the Fund's managerial team. This aligns the fund's interests with that of its investors, fostering a symbiotic relationship.

10.c. Access Restriction Period: Investors are expressly prohibited from accessing or redeeming funds from the Protection Vault prior to the maturity of their investment contract. This ensures that the vault serves its primary purpose of acting as a guarantee for the promised returns.

11. MANAGEMENT FEES

11.a. Remuneration for Fund Operations: In recognition of the expertise, time, and resources expended in the management and optimization of the digital assets, a fee equivalent of up to 20% of the revenue will be retained by BitcoinETF.org as management fees. This fee ensures that the Fund can consistently employ the best talents, technologies, and strategies to maximize Investor returns.

12. EXTENSION OF LOCKUP PERIOD UPON ADDITIONAL SHARE PURCHASES

12.a. Lockup Period Reset: The Investor understands and agrees that any purchase of additional Bitcoin ETF shares will result in a reset of the lockup period to one thousand and ninety-five (1095) days from the date of the last share purchase. This reset applies to the entire holdings of the Investor, inclusive of previously purchased shares.

12.b. Smart-Contract Enforcement: The terms of the lockup period are strictly enforced by a smart contract on the NeXT blockchain, which ensures the inviolability of the original investment terms. The smart contract is designed to eliminate the possibility of altering the lockup period once set.

12.c. Guarantee of Share Buyback: The Fund guarantees to buy back the shares at the original purchase price of \$1 per share at the end of the lockup period if the Investor chooses to redeem their holdings. This guarantee is subject to the terms and conditions set forth in this Agreement.

12.d. No Early Redemption: Due to the terms enforced by the smart contract, there is no physical or technical mechanism for

the Fund or the Investor to redeem shares before the expiration of the 1095-day lockup period.

12.e. Compensation for Lockup Period: In recognition of the commitment made by the Investor during the lockup period, the Fund offers a higher-than-market interest rate and daily dividends paid in Bitcoin. These benefits are designed to compensate for the duration of the lockup period and provide ongoing value to the Investor.

12.f. Acknowledgment of Terms: By purchasing additional shares, the Investor acknowledges and agrees to the extension of the lockup period and the conditions under which the Fund offers the guaranteed buyback. The Investor further acknowledges that this mechanism is intended to protect both the Investor's initial capital and the integrity of the Fund's investment strategy.

13. RISK DISCLOSURE AND ACKNOWLEDGEMENT

13.a. Inherent Risks with Digital Assets: The Investor explicitly recognizes and consents to the intrinsic risks accompanying investments in Bitcoin ETF Share Tokens. Such risks encompass, but are not limited to, the unpredictable nature of stablecoins, the complexities and evolving landscape of blockchain technology, the volatility inherent to cryptocurrencies, and the potential complete erosion of the principal investment.

13b. Stablecoin Risks: • Issuer Reliability: Stablecoins derive their value stability from the backing of reserve assets, often maintained by central entities or organizations. Any insolvency, mismanagement, or lack of transparency by these issuing entities could jeopardize the stablecoin's pegged value. • Over-Collateralization & Liquidation: Certain stablecoins operate based on over-collateralization. Sharp market downturns can trigger mass liquidations, destabilizing the coin's peg.

13c. Regulatory Oversight: The legal framework governing cryptocurrencies remains fluid. Sudden regulatory clampdowns or changes can induce volatility or impact liquidity.

13d. Blockchain's Nascent Stage: As an emerging technology, blockchain is still in its evolutionary phase. This infancy can give rise to unforeseen technological shortcomings, scalability issues, or inefficiencies, which could impact the performance and reliability of assets tied to this technology.

13e. Blockchain Forks: Forks, or divergences in the blockchain, can result in two parallel paths. The uncertainty surrounding which path gains predominance can induce volatility. Additionally, forks might render certain assets inaccessible or obsolete, impacting their value.

14. Cybersecurity Threats

Hacking: Even with stringent security protocols, there's no foolproof safeguard against sophisticated hacking attempts. Such breaches could lead to unauthorized access to the fund's assets.

Phishing & Deceptive Practices: Investors may be targeted by malicious entities using phishing tactics or masquerading as representatives of the fund, aiming to misappropriate assets or sensitive information.

14.a. Vectors of Attack: Advanced persistent threats, ransomware, or other malware forms could compromise the fund's operations or the investor's personal wallets.

14.b. Market Volatility: Bitcoin, along with other cryptocurrencies, operates in a market known for its dynamic fluctuations. The value of such assets can swing drastically within short time frames, influenced by a myriad of both predictable and unforeseen factors.

15. WRAPPED BITCOIN (WRAPPEDBTC) ON NEXT CHAIN

15.a. Definition and Use: "Wrapped Bitcoin" (WrappedBTC) refers to Bitcoin that has been "wrapped" in NeXT tokens, a process that allows Bitcoin to be moved on the NeXT blockchain. This process facilitates transactions that are faster and exempt from the commission and fees typically associated with Bitcoin transfers, thereby enabling efficient arbitrage trading for the Fund.

15.b. Acknowledgment of Risks: The Investor acknowledges the inherent risks associated with the wrapping and unwrapping process of Bitcoin on the NeXT Chain, including but not limited to smart contract vulnerabilities and blockchain interoperability issues.

15.c. No Guarantee on Availability: The Company provides no guarantee on the continuous availability of WrappedBTC services and may suspend or terminate such services based on operational, security, or market liquidity considerations.

15.d. No Fund Liability: The Fund shall not be liable for any loss incurred due to the failure, insolvency, or operational errors of the WrappedBTC services on the NeXT Chain that are beyond the Fund's control.

16. DISCLAIMER OF LIABILITY FOR ERRORS IN WEBSITE AND MARKETING MATERIALS

16.a. Errors and Omissions: The Investor understands that the Fund's website and marketing materials may contain typographical errors, inaccuracies, or omissions and that the Fund is not responsible for any such errors, inaccuracies, or omissions.

16.b. No Binding Errors: No information, error, or omission on the Fund's website or marketing materials shall be considered binding or construed as a contractual obligation. In the event of a discrepancy between the website or marketing materials and this Agreement, the terms of this Agreement shall prevail.

16.c. Due Diligence: The Investor agrees to perform their own due diligence and not to rely solely on the information provided by the Fund's website or marketing materials when making investment decisions.

16.d. Notification of Errors: The Investor agrees to notify the Fund promptly upon discovery of any error or discrepancy in the information provided on the Fund's website or marketing materials.

16.e. Amendment of Materials: The Fund reserves the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice.

17. DISCLAIMER REGARDING TRANSFER ERRORS & RESPONSIBILITIES

17.a. Irreversibility of Transactions and Investor Responsibilities:

17.b. Nature of Blockchain Transactions: Investors are hereby informed and acknowledge that transactions on blockchain networks, including but not limited to transfers of Bitcoin and Bitcoin ETF Share Tokens, are immutable and irreversible. Once executed, they cannot be altered, modified, or retrieved.

17.c. Investor Due Diligence: It is the sole and non-delegable responsibility of the Investor to ensure that all withdrawal addresses provided to the Fund and all receiving wallets utilized by the Investor are accurate, operational, secure, and under their legitimate control.

17.d. Functional & Correct: The Investor must diligently verify that the withdrawing address is functional and correct. An erroneous address may lead to the permanent loss of assets.

17.e. Safety & Security Measures: The Investor should implement stringent safety measures to guard against unauthorized access or malicious threats to their wallets or accounts.

17.f. Verification: Before initiating any transfer, the Investor should re-verify all provided addresses and ensure their congruence with their intended receiving wallets.

17.g. Limitation of Fund's Liability: BitcoinETF.org and its associated entities categorically deny any liability for losses arising due to inaccuracies in withdrawal addresses provided by the Investor or any mismanagement/malfunction of the Investor's receiving wallets. Investors are emphatically urged to exercise utmost caution and prudence during withdrawal operations to preclude any inadvertent loss.

17.h. Assured Interest under Regular Operations: While the Fund is devoted to ensuring a minimum interest under standard operational conditions, it is crucial for the Investor to understand that the guarantee does not extend to periods of extreme exogenous disruptions.

17.i. External Disruptive Factors: The guarantee of returns is potentially jeopardized under exceptional circumstances which are beyond the Fund's control. These encompass global unrest, acute climate crises, pervasive communication breakdowns, regulatory ambiguities, and sophisticated cyber-attacks.

17.j. Limitation on Guarantees: BitcoinETF.org, while operating with utmost diligence and stringent security protocols, does not, and cannot, offer absolute guarantees against potential losses, especially in the face of extreme conditions or the above-enumerated risks.

18. Arbitration Clause

In the event of any dispute arising out of or in connection with this Agreement, both parties agree to submit to binding arbitration under the arbitration laws of Switzerland. Such arbitration shall be conducted in Switzerland, and the language of arbitration shall be English.

18.a. No Sue Clause: Investors hereby waive the right to sue or bring any legal action against BitcoinETF.org, its directors, officers, agents, promoters, and employees in connection with this Agreement or any matters arising from it, except for enforcing an arbitration award.

18.b. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Switzerland.

19. Bitcoin Fork Decision

In the event of a Bitcoin fork, the Fund retains the sole discretion to decide which fork or version of Bitcoin it will recognize, hold, and transact in.

20. THIRD-PARTY PAYMENT PROCESSING

20.a. Third-Party Services: The Investor acknowledges and agrees that the Company utilizes third-party service providers for the processing of credit card transactions and the handling of fiat currency payments ("Payment Processor").

20.b. Consent for Information Sharing: The Investor hereby consents to the transfer of relevant personal and financial information to the Payment Processor as necessary for the purpose of processing fiat payments. The Investor understands that such transfer of information is essential for the purchase of Bitcoin ETF shares using fiat currency.

20.c. Data Protection: The Company shall ensure that the Payment Processor is compliant with applicable data protection and privacy laws regarding the handling and processing of the Investor's personal information. The Company shall not be responsible for any breach of such laws by the Payment Processor, except to the extent that the Company has failed to reasonably safeguard the Investor's personal information as required by applicable law.

20.d. Payment Discrepancies: In the event of any discrepancies or disputes related to credit card transactions, the Investor agrees to resolve such matters directly with the Payment Processor in

accordance with the Payment Processor's dispute resolution policies and procedures.

20.e. Indemnification of Company: The Investor agrees to indemnify and hold harmless the Company, its directors, officers, employees, and agents from any claims, damages, losses, liabilities, costs, and expenses (including attorney's fees) arising from or related to the Payment Processor's services, provided that the Company has not engaged in gross negligence or willful misconduct in selecting the Payment Processor.

21. AUTHORIZATION OF ALTERNATIVE INVESTMENT TECHNIQUES

21.a. Authorization for Flexibility: The Investor hereby authorizes the Fund to employ alternative investment techniques or strategies as deemed appropriate by the Fund in its sole discretion to achieve the required Annual Percentage Yield (APY) and to fulfill its contractual responsibilities under this Agreement.

21.b. No Requirement for Notice: The Fund may, without notice to the Investors, implement, or modify investment techniques or strategies that align with the Fund's investment objectives and that are intended to maintain or exceed the guaranteed minimum APY of 14%.

21.c. Objective of Performance: The overriding objective of any such alternative investment technique or strategy shall be to ensure that the Fund performs at or above the guaranteed minimum APY of 14%.

21.d. Compliance with Investment Policy: All alternative investment techniques or strategies will be conducted in accordance with the Fund's established investment policy, and in a manner consistent with prudent investment management.

21.e. Alignment with Contractual Obligations: The utilization of any alternative investment techniques or strategies will aim to align with the Fund's contractual obligations and the overall interest of the Investor community.

21.f. Regular Disclosure: While no prior notice is required, the Fund will provide regular disclosures regarding the overall performance and as deemed necessary by the Fund, may include information on the adopted investment techniques or strategies in its routine reporting to Investors.

22. PROHIBITION OF USE BY CERTAIN PERSONS AND ENTITIES

22.a. Strict Prohibition Based on Affiliation and Location: The services provided by the Fund are strictly prohibited for use by any person or entity that is a citizen, resident, or tax resident of the United States, located in the United States or any United States territory, or accessing the Fund's services using an IP address associated with the United States. This prohibition extends equally to citizens, residents, or tax residents of North Korea, Venezuela, Iran, and any other individuals who are subjects of international sanctions.

22.b. No Services in Sanctioned Jurisdictions: Furthermore, the Fund's services are unequivocally unavailable to any person residing in or transacting from North Korea, Venezuela, Iran, or any jurisdictions that are subject to international sanctions, embargoes, or have been designated as supporting international terrorism, narcotics trafficking, or other illicit activities.

22.c. Verification and Enforcement: The Fund shall implement and maintain stringent verification measures to ensure compliance with this clause. This will include, but is not limited to, identity verification, geolocation checks, and IP address monitoring to prevent unauthorized use of its services.

22.d. Right to Suspend or Terminate Services: If at any point it is discovered that an Investor or potential Investor falls under the prohibited categories, the Fund reserves the right to immediately suspend or terminate the provision of services to such an individual or entity without notice or liability.

22.e. Mandatory Disclosure and Cooperation: The Investor shall disclose any United States, North Korean, Venezuelan, Iranian, or other relevant affiliations and agrees to fully cooperate with any inquiries or investigations relating to the enforcement of this clause.

22.f. Indemnification of the Fund: The Investor agrees to indemnify, defend, and hold harmless the Fund, its directors, officers, employees, and agents against any claims, liabilities, costs, and expenses, including legal fees, arising out of a breach of this clause.

22.g. Acknowledgment of Restrictions: By accessing the Fund's services, the Investor explicitly acknowledges and agrees to these restrictions and confirms that they are not located in, under the

control of, or a national or resident of any restricted jurisdiction or on any prohibited party lists.

22.h. Updates to Prohibitions: The list of prohibited jurisdictions and categories of persons may be updated from time to time in accordance with applicable laws and regulations, and it is the Investor's responsibility to ensure compliance with the current version of this Agreement.

23. SPECIAL TERMS FOR INVESTORS FROM THE RUSSIAN FEDERATION

23.a. Sanction List Certification: By participating in the investment, Investors from the Russian Federation certify that they are not on any international sanctions list. The Investor hereby represents and warrants that they are not subject to any international sanctions, embargoes, or other legal restrictions that would prohibit their participation in this investment.

23.b. Additional Processing Fees: Investors from the Russian Federation acknowledge that all payments originating from Russia may be subject to additional processing fees, except for payments made in Tether (USDT). These fees are to cover additional costs associated with processing international transactions due to sanctions and financial regulations

23.c. USDT Payment Bonus: Investors from the Russian Federation are eligible to receive a 5% bonus in the form of additional shares when they opt to pay with Tether (USDT) via the Tron blockchain (TRC-20). This bonus is applied to compensate for the limited payment options available and to encourage the use of USDT (TRC-20) for its efficiency and lower transaction costs.

23.d. Bonus Share Allocation: The bonus shares corresponding to the 5% bonus for payments made in USDT (TRC-20) will be allocated to the Investor's account upon the successful completion of the transaction and verification of funds.

23.e. Compliance with Regulations: The Investor agrees to comply with all applicable laws and regulations related to international transactions and sanctions. It is the responsibility of the Investor to ensure that their investment does not violate any laws or regulations applicable to them.

23.f. Indemnification of the Fund: The Investor agrees to indemnify, defend, and hold harmless the Fund, its directors, officers, employees, and agents against any claims, liabilities, costs, and expenses, including legal fees, arising out of a breach of this clause.

23.g. Right to Refuse or Revoke: The Company reserves the right to refuse or revoke investment participation from Investors from the Russian Federation if at any point it is determined that the Investor is in breach of sanctions law or if the provision of services to such Investor would expose the Company to the risk of sanctions or other legal penalties.

23.h. Updates to Prohibitions: The list of prohibited jurisdictions and categories of persons may be updated from time to time in accordance with applicable laws and regulations, and it is the Investor's responsibility to ensure compliance with the current version of this Agreement.

24. ANTI-MONEY LAUNDERING (AML) COMPLIANCE AND SOURCE OF FUNDS

24.a. Commitment to AML Compliance: The Fund is committed to the highest standards of anti-money laundering (AML) compliance and requires all investors to adhere to these standards. The Fund will implement robust measures to prevent, detect, and report potential money laundering or terrorist financing activities.

24.b. Certification of Legitimate Source of Funds: The Investor hereby certifies that all funds used for the purchase of ETF shares are derived from legitimate sources and are not the proceeds of criminal or unlawful activity. The Investor agrees to provide, upon request, verifiable documentation evidencing the lawful nature and origin of their funds.

24.c. Cooperation with AML Documentation Requests: The Investor understands that the Fund may request additional documentation or information to fulfill its AML obligations. This may include tax returns, pay stubs, or other financial records that corroborate the source of the invested funds.

24.d. On-Chain Analysis and Monitoring: The Fund will conduct on-chain analysis and ongoing monitoring of transactions to ensure compliance with AML regulations. If this analysis reveals that funds are associated with illegal activities, the Fund will take appropriate action.

24.e. Reporting to Authorities: If on-chain analysis indicates that an Investor's funds may be derived from illegal activities, the Fund will report the matter to the relevant authorities in Hong Kong for further investigation.

24.f. Account Flagging and Shutdown: Any Investor's account that is suspected of being involved in illegal activities will be flagged and may be subject to immediate shutdown. The Fund will comply with all legal obligations to freeze assets, report suspicious activities, and cooperate with law enforcement inquiries.

24.g. Indemnification for Non-Compliance: The Investor agrees to indemnify, defend, and hold harmless the Fund against any losses, liabilities, or expenses arising from the Investor's failure to comply with AML regulations or from providing false, incomplete, or misleading information regarding the source of funds.

24.h. Acknowledgment of AML Procedures: By purchasing ETF shares, the Investor acknowledges their understanding of and commitment to these AML procedures and the necessity of providing proof of the legitimate source of funds as part of the Fund's due diligence process.

25. ONLINE CONSENT AND AFFIRMATION

Upon interacting with the digital user interface checkbox designated as "I agree to the Terms & Conditions" on the BitcoinETF.org portal, the Investor irrevocably confirms:

Their comprehensive perusal, cognition, and unreserved assent to the terms articulated within this Agreement.

Such digital interaction shall be deemed a legitimate electronic attestation, equating to the gravitas of a traditional handwritten endorsement.

Jalal Said

Chief Executive Officer

15 Nov 2023