

OSPREY BNB CHAIN TRUST

A Delaware Statutory Trust

Sponsored by

Osprey Funds, LLC
777 Brickell Avenue, Suite 500
Miami, FL 33131
Telephone: (914) 214-4697
www.ospreyfund.io
ir@ospreyfund.io

Primary Standard Industrial Code: 6221

ANNUAL REPORT

For the year ending December 31, 2025
(the “Reporting Period”)

Shares Representing Common Shares of Fractional Undivided Beneficial Interest
No Par Value Per Share

3,603,729 Shares Issued and Outstanding as of December 31, 2025
3,603,729 Shares Issued and Outstanding as of September 30, 2025

Osprey Funds, LLC (the “Sponsor”), on behalf of Osprey BNB Chain Trust (the “Trust”), is responsible for the content of this annual report for the year ended December 31, 2025 (the “Annual Report”), which has been prepared to fulfill the disclosure requirements of the OTCQX marketplace. The information contained in this Annual Report has not been filed with, or approved by, the U.S. Securities and Exchange Commission (the “SEC”) or any state securities commission. Any representation to the contrary is a criminal offense.

All references to “the Trust,” “the Sponsor,” “the Issuer,” “Osprey BNB Trust”, “we,” “us” or “our” refers to the Trust or the Sponsor, as the context indicates. The Trust is a passive entity with no operations, and where the context requires, we provide disclosure with respect to the Sponsor, which administers the Trust.

Indicate by check mark whether the company is a shell company (as defined in Rule 405 of the Securities Act of 1933 (“Securities Act”) and Rule 12b-2 of the Securities Exchange Act of 1934 (“Exchange Act”)). Yes No

Indicate by check mark whether the company’s shell status has changed since the previous reporting period. Yes No

Indicate by check mark whether a change in control of the company has occurred over this reporting period. Yes No

This Annual Report reflects financial results through December 31, 2025. It was prepared as of March 31, 2026.

Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Amended and Restated Declaration of Trust and Trust Agreement of Osprey BNB Chain Trust, dated as of March 26, 2025, as amended by Amendment No. 1 to Trust Agreement dated November 12, 2025 (the “Trust Agreement”), or the Confidential Private Placement Memorandum Offering Shares in Osprey BNB Chain Trust (“PPM”), dated as of May 5, 2025.

TABLE OF CONTENTS

<u>PART A. GENERAL COMPANY INFORMATION.....</u>	<u>5</u>
Item 1. The exact name of the issuer and its predecessor (if any).....	5
Item 2. The address of the issuer’s principal executive offices and principal place of business....	5
Item 3. The jurisdiction(s) and date of the issuer’s incorporation or organization.....	5
<u>PART B. SHARE STRUCTURE</u>	<u>6</u>
Item 4. The exact title and class of securities outstanding.	6
Item 5. Par or stated value and description of the security.	6
Item 6. The number of Shares or total amount of the securities outstanding for each class of securities authorized.....	7
Item 7. The name and address of the transfer agent.	8
<u>PART C. BUSINESS INFORMATION.....</u>	<u>8</u>
Item 8. The nature of the issuer’s business.	8
Item 9. The nature of products or services offered.	45
Item 10. The nature and extent of the issuer’s facilities.	46
<u>PART D. MANAGEMENT STRUCTURE AND FINANCIAL INFORMATION</u>	<u>46</u>
Item 11. Company Insiders (Officers, Directors, and Control Persons).....	46
Item 12. Financial information for the issuer’s most recent fiscal period.	48
Item 13. Similar financial information for such part of the two preceding fiscal years as the issuer or its predecessor has been in existence.....	49
Item 14. The name, address, telephone number, and email address of each of the following outside providers that advise the issuer on matters relating to operations, business development and disclosure:	49
Item 15. Management’s Discussion and Analysis.	49
<u>PART E. ISSUANCE HISTORY.....</u>	<u>51</u>
Item 16. List of securities offerings and Shares issued for services in the past two years.	51
<u>PART F. EXHIBITS.....</u>	<u>51</u>
Item 17. Material Contracts.	51
Item 18. Articles of Incorporation and Bylaws.....	57
Item 19. Purchases of Equity Securities by the Issuer and Affiliated Purchasers.	57
Item 20. Issuer’s Certifications.	58
Exhibit 1: Audited Financial Statements for the year December 31, 2025.	
Exhibit 2: Amended and Restated Declaration of Trust and Trust Agreement of Osprey BNB Chain Trust, dated as of March 26, 2025.	
Exhibit 3: Amendment No. 1 to the Amended and Restated Declaration of Trust and Trust Agreement of Osprey BNB Chain Trust, dated November 12, 2025.	
Exhibit 4: Custodial Services Agreement with BitGo Trust Company, Inc.	

Cautionary Note Regarding Forward-Looking Statements

This Annual Report contains “forward-looking statements” with respect to the Trust’s financial conditions, results of operations, plans, objectives, future performance and business. Statements preceded by, followed by or that include words such as “may,” “might,” “will,” “should,” “expect,” “plan,” “anticipate,” “believe,” “estimate,” “predict,” “potential” or “continue,” the negative of these terms and other similar expressions are intended to identify some of the forward-looking statements. All statements (other than statements of historical fact) included in this Annual Report 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, the Sponsor’s 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 outlined under “Risk Factors” in our Annual Report. 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:

- the risk factors discussed in this Annual Report, including the particular risks associated with BNB and new technologies such as blockchain technology;
- the inability to redeem Shares;
- the economic conditions in the BNB industry and market;
- general economic, market and business conditions;
- the use of technology by us and our vendors, including BitGo Trust Company, Inc., the Trust’s Custodian (“Custodian”), in conducting our business, including disruptions in our computer systems and data centers and our transition to, and quality of, new technology platforms;
- changes in laws or regulations, including those concerning taxes, made by governmental authorities or regulatory bodies;
- the costs and effect of any litigation or regulatory investigations;
- our ability to maintain a positive reputation;
- lack of an organized trading market for the Shares and the risk that any organized trading market that seeks to provide liquidity for the sale of Shares in the future will not provide sufficient liquidity for Shareholders seeking to sell their Shares or otherwise does not operate efficiently; and
- other world economic and political developments.

Consequently, all of the forward-looking statements made in this Annual Report 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 the risks discussed under “Risk Factors” in our Annual Report

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. Moreover, neither the Trust, the Sponsor, nor any other person assumes responsibility for the accuracy and completeness of any of these forward-looking statements. Investors are therefore cautioned against relying on forward-looking statements.

PART A. GENERAL COMPANY INFORMATION

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

The name of the Trust is Osprey BNB Chain Trust. Prior to March 18, 2022, the Trust was called the "Osprey Binance Trust."

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

The address of the Sponsor is: Osprey Funds, LLC
777 Brickell Avenue, Suite 500
Miami, FL 33131

The Sponsor's telephone number is: (914) 214-4697

The Sponsor's website: The Sponsor maintains a corporate website <https://ospreyfund.io>, which contains general information about the Trust and the Sponsor. The reference to our website is an interactive textual reference only, and the information contained on our website shall not be deemed incorporated by reference herein.

Investor relations contact:

Osprey Funds, LLC
777 Brickell Avenue, Suite 500
Miami, FL 33131
Telephone: (914) 214-4697
Email: IR@ospreyfund.io

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

The Trust was formed as a statutory trust in the State of Delaware on November 15, 2021. The Trust is currently active in the State of Delaware.

PART B. SHARE STRUCTURE

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

The only class of securities outstanding is common shares of fractional undivided beneficial interest (“Shares”), which represent ownership in the Trust. The Trust’s trading symbol on the over-the-counter (“OTC”) Market of the OTC Markets Group Inc. is “OBNB” and the CUSIP number for its Shares is 68839V105.

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

A. Par or Stated Value

The Shares represent shares of fractional undivided beneficial interest in and ownership of the Trust and have no par value.

B. Common or Preferred Stock

General.

Each Share is a fractional undivided beneficial interest in the Trust and has no par value. The Trust is authorized under the Trust Agreement to create and issue an unlimited number of Shares.

Description of Limited Rights under Shares

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, fully paid and non-assessable. But Shareholders will have no voting rights, and the Trust does not intend to pay regular dividends, although it may pay dividends, at the sole discretion of the Sponsor, such as upon the sale of BNB resulting from a fork in the BNB Chain, as discussed below. Moreover, the Shares do not entitle their holders to any conversion, preemptive or redemption rights or any rights to distributions, except as provided below.

No Voting Rights

Under the Trust Agreement, Shareholders will have no voting rights, including matters pertaining to the management of the Trust.

Distributions

Upon liquidation of the Trust, 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. Shareholders of record on the record date fixed by the Sponsor for a distribution will be entitled to receive their pro rata portion of any distribution.

No Redemption of Shares

Currently, Shares may not be redeemed. In the future, redemptions may be permitted. But there can be no assurance as to whether or when redemptions may be permitted, as determined by the Sponsor in its sole discretion. At such time as the Sponsor decides to allow redemptions, if ever, the Sponsor will amend the Trust Agreement to include Share redemption procedures.

Book-Entry Form

Individual certificates will not be issued for the Shares. Shares shall be held in book-entry form by the Transfer Agent. The Sponsor or its delegate shall direct the Transfer Agent (which may be the Sponsor or an Affiliate) to credit or debit the number of Shares to the applicable Purchaser. The Transfer Agent shall issue or cancel each Purchaser's Shares, as applicable.

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

During May 2022, the Trust began a continuous offering of an unlimited number of Shares with no par value, pursuant to Rule 506(c) under the Securities Act (the "Rule 506(c) Offering"). All Shares issued pursuant to this Rule 506(c) Offering are "restricted securities" under the Securities Act, subject to a minimum holding period of twelve months, unless the Trust becomes an SEC reporting entity, in which case the minimum holding period could be reduced to six months.

During April 2024, the Trust commenced an offering of Shares with no par value, up to \$10,000,000, registered in Connecticut and qualified in New York, pursuant to Rule 504 of Regulation D of the Securities Act ("Rule 504 Offering"). 701,408 Shares were sold pursuant to this offering. The Rule 504 Offering closed on May 10, 2024.

On May 15, 2024, the Sponsor effected a 3-for-1 stock split, where Shareholders received three Shares of the Trust for every one Share held as of the conversion date. The Shares that were issued prior to the split were adjusted retroactively to reflect the split.

	December 31, 2025	December 31, 2024	December 31, 2023
Number of Shares outstanding ¹	3,603,729	3,592,001	1,882,401
Unrestricted Shares	3,381,602	2,410,602	-
Number of beneficial Shareholders owning at least 100 Shares ²	14	50	1
Total number of Shareholders of record ²	14	50	1

¹ The number of shares outstanding as of December 31, 2023, reflects the 3-for-1 stock split.

² The totals above include Cede & Co. as nominee for DTC for the Shares traded on OTC Markets. Therefore, these numbers do not include the individual holders who have bought Shares in OTC Markets or transferred their eligible Shares to their brokerage accounts. Because most of the Trust's Shares are held by brokers and other institutions on behalf of Shareholders, we are unable to estimate the total number of Shareholders represented by these record holders.

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

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

PART C. BUSINESS INFORMATION

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

A. Business Development

The activities of the Trust are limited to the following, among others (i) issuing Shares in exchange for cash or BNB transferred to the Trust as consideration in connection with the issuance of the Shares; (ii) purchasing and holding BNB for the benefit of the Shareholders; (iii) transferring or selling BNB, as necessary to cover the 2.5% Management Fee and Staking Rewards, as well as other fees and expenses such as, but not limited to, taxes and governmental charges, expenses and costs, expenses and indemnities related to any extraordinary services performed by the Sponsor (or any other Service Provider, including the Trustee) on behalf of the Trust to protect the Trust or the interests of Shareholders, indemnification expenses, fees, and expenses related to public trading on OTCQX market operated by OTC Markets Group ("OTCQX") or to the listing, quotation or trading of Shares on any national securities exchange (including customary legal, marketing, and audit fees and expenses), and for the avoidance of doubt, including such fees and expenses incurred, whether or not yet paid, prior to the effective date of the Trust Agreement (collectively, "Extraordinary Expenses"); (iv) permitting the BNB held by the Trust to be bonded by the Custodian to the BNB Chain for the purpose of securing staking rewards payable to the Sponsor – see "Staking Rewards"; (v) transferring BNB in exchange for Shares surrendered for redemption (subject to obtaining regulatory approval from the SEC and approval from the Sponsor); (vi) causing the Sponsor to sell BNB on the termination of the Trust; (vii) making distributions of BNB (including virtual currency incidental to airdrops or forks) or cash from the sale thereof; and (viii) engaging in all administrative and security procedures necessary to accomplish such activities in accordance with the provisions of the Trust Agreement and the Custodian Agreement.

The Trust will not be actively managed. The Trust will not engage in any activities designed to obtain a profit from, or to ameliorate losses caused by, changes in the market prices of BNB.

Trust Objective

The investment objective of the Trust is solely for the Shares to realize long-term capital appreciation by tracking the price of BNB tokens, the native token to the BNB Chain, as defined below ("BNB") on each business day, less liabilities and expenses of the Trust. The Shares are designed as a convenient and cost-effective method for Shareholders to gain exposure to BNB without making a direct investment in BNB.

At this time, the Trust is not operating a redemption program for Shares and therefore Shares are not redeemable by the Trust. In addition, the Trust may halt issuances of Shares for extended periods of time. As a result, the value of the Shares of the Trust may not approximate, and if traded

on any secondary market, the Shares may trade at a substantial premium over, or discount to, the value of the BNB held by the Trust, less the Trust's expenses and other liabilities.

Strategy Behind the Shares

The Shares are intended to offer Shareholders an opportunity to participate in BNB markets through an investment in securities. The logistics of accepting, transferring, and safekeeping of BNB are dealt with by the Sponsor and the Custodian, and the related expenses are built into the price of the Shares. Therefore, Shareholders do not have additional tasks or costs over and above those generally associated with investing in any other comparable privately placed security.

Secondary Market Trading

While the Trust's investment objective is for the Shares to reflect the value of the BNB held by the Trust, less the Aggregate Trust Expenses and other liabilities, the Shares may trade in the secondary market on the OTCQX (or on another secondary market in the future) at prices that are lower or higher than the BNB Holdings per Share. The amount of the discount or premium in the trading price relative to the BNB Holdings per Share may be influenced by non-concurrent trading hours and liquidity between OTCQX and larger BNB Exchanges in the BNB Exchange Market. While the Sponsor has obtained approval for listing and trading of the Shares on the OTCQX, there is no guarantee that a liquid secondary market in the Shares will develop or be maintained. Investors should therefore be willing to risk being unable to sell their Shares in a liquid, organized secondary market, potentially leading to a reduction in Share value.

Risks of Investing in Shares

Overview – Information about BNB.

The BNB token ("BNB") is the native token of the BNB Chain. It is a digital asset that is issued by, and transmitted through, the operations of the BNB Chain. "The BNB Chain" is an online, decentralized, distributed computing platform that operates on a peer-to-peer basis. The BNB Chain uses the combination Proof of Stake ("PoS") Sybil control methodology and Byzantine Fault Tolerant consensus mechanism to ensure the secure transfer and authenticity of each BNB and hosts the public transaction ledger on which all BNB is recorded (the "BNB Chain"). The BNB Chain is a decentralized file, or ledger, that contains all the records of BNB and is stored in multiple copies globally on the computers of users of the BNB Chain.

A cryptocurrency is a virtual or digital asset, often referred to as a token or coin, which can serve as virtual or digital money. Cryptocurrencies are secured by cryptography and use blockchain ledgers to record and validate transactions. As a cryptocurrency, BNB can be used as a form of payment for goods and services with merchants that accept BNB, it can be lent or borrowed, it can be used as collateral for a wide range of financial transactions and it can be used as a medium of exchange to purchase intangible assets such as other blockchain based tokens or crypto-collectibles. BNB can also be bought or sold in exchange for U.S. dollars or other fiat currencies, either through digital asset exchanges or in individual end-user-to-end-user transactions under a barter system. In addition to these uses, BNB also has speculative value, and investors can buy and sell BNB or hold it as an investment. BNB is mainly used for the functional mechanisms of the BNB Chain, including fees for transactions, governance of the network and staking for network operations.

BNB is “stored” on a blockchain and is linked to a unique digital address, or wallet, that is associated with a public key and a private key. The public key is used to generate the address that is available to other users of the BNB Chain. The address serves as the location to which BNB can be transferred and from which BNB can be sent. The private key authorizes the transfer or “spending” of BNB from its associated public address. Ownership of BNB is established by recording on the BNB Chain the unique address and the amount of BNB held. The wallet thus holds the cryptographic keys associated with BNB, rather than the BNB itself. BNB cannot be transferred by a holder unless that holder provides the private key. See “Description of BNB Transfers.”

The BNB Chain is the decentralized, publicly distributed ledger that holds BNB and the mechanism that allows people to exchange BNB. All transactions on the BNB Chain are recorded on the BNB Chain. Like other blockchains, the BNB Chain can be thought of as a collective chain of digital signatures that reflect transaction history. The BNB Chain is downloaded and stored, in whole or in part, on the computers of each user. The BNB Chain is a record of every BNB, every transaction in BNB in order and every public address on the BNB Chain. Every computer on the BNB Chain is a “node”, and collectively all of the nodes ensure that each new transaction in BNB adheres to certain rules before it is added to the BNB Chain.

Transaction data are permanently recorded on the BNB Chain in data files called “blocks”, which reflect transactions that have been recorded and authenticated by BNB Chain participants. Each newly recorded block of transactions refers back to and “connects” with the immediately preceding recorded block in the ledger. Each new block records outstanding BNB transactions, and outstanding transactions are settled and validated through such recording. Although there are size limits to each block, the BNB Chain is designed to represent a complete, transparent, secure and unbroken history of all the transactions that have occurred on the BNB Chain. The BNB Chain and associated software programs can view the BNB Chain to determine the exact balance, if any, of BNB associated with any public address listed on the BNB Chain.

BNB Token

The BNB token is the native currency of the BNB Chain. Unlike tokens generated by mining on blockchains that use a Proof of Work algorithm, the BNB Chain uses Proof of Stake algorithms. Proof of Stake means that the authority to build consensus and therefore to add blocks to the BNB Chain is conferred to actors in the system based on existing BNBs held on the network and not by solving increasingly or decreasingly complex cryptographic math problems in order to win the right to finalize a block and therefore earn a reward. As of March 19, 2026, BNB was the fifth largest virtual currency ranked by US dollar value with a market capitalization of \$87.9 billion. BNB is divisible to up to eight decimal places into Shares named “Jagers” (1 Jager equals .00000001 BNB).

Concurrent with the launch of the Binance Exchange in July of 2017, Binance minted 200 million BNB tokens on the Ethereum Blockchain using its ERC-20 functionality. These tokens were initially created for the purpose of allowing the holder of BNB to pay for fees incurred from the use of the Binance Exchange as well as serving as an exchangeable asset for other crypto currencies traded or launching on the Binance Exchange. The percentage discount of the exchange fees granted to BNB users started at 50% in July of 2017 and would decrease by half each subsequent year until the 5th year at which point the discount would be eliminated (July of 2022). Since creation, the available uses of BNB have grown to include paying for trading fees on the Binance

DEX, paying transaction fees on the BNB Chain, paying for goods and services to merchants that accept the Binance Card or Binance Pay mobile application, donating to the Binance Charity Organization, as well as other utility-based applications for applications built on the BNB Chain.

After creation, Binance issued the 200 million BNB as follows: 10% (20 million BNB) to angel investors in Binance Ltd., 40% (80 million BNB) to the founding employees of Binance Exchange subject to a 4 year schedule, and 50% (100 million BNB) to individuals in exchange for Ethereum (ETH) or the equivalent Ethereum price in Bitcoin in three consecutive tranches from July 1, 2017 to July 21, 2017 using a first-come, first-served basis until all 100 million were sold. Binance priced the tranches at 0.00037 ETH, 0.0004 ETH, and 0.0043 ETH per BNB and raised ETH approximately equivalent to \$15 million.

According to the terms stated by Binance in their whitepaper and subsequent communications associated with the creation and issuance of BNB, the 200 million BNB initially created would be the maximum BNB to exist. In addition, Binance also implemented a deflationary program whereby Binance, in its discretion and not through an on-chain mechanism, would purchase BNB tokens in the open market and then destroy these BNB (known as “burning”) on a quarterly basis. The amount of BNB burned was set at the US dollar equivalent of 20% of Binance Exchange profits in that quarter. The maximum amount of BNB to be burned is capped at 100 million, reducing the maximum BNB in existence to 100 million.

In March of 2019, this program was revised such that (a) the BNB burned would be sourced from the Binance treasury and (b) the amount of BNB to be burned would be determined by an undisclosed percentage of trading volume on the Binance DEX. In October of 2021, the BNB Chain added an additional BNB burning mechanism (the “Real-Time” mechanism) that burns BNB tokens at a fixed ratio to the gas fee collected by validators for each block. In January of 2022, the burning program was adjusted again such that the amount of BNB to be burned on a quarterly basis would be determined by an algorithm using the inputs of (a) the total number blocks produced by the BNB Chain in a quarter, (b) the average price of the BNB token against the US Dollar and, (c) a constant value as a price anchor (the “Auto-Burn” mechanism). The Auto-Burn mechanism supplants the previous methodology for determining the amount of BNB burned on a quarterly basis. The Real-Time burning methodology remains in place in addition to the quarterly burns.

In October 2022, hackers were able to exploit the BNB Token Hub, explained further in the “Regulation of BNB” section below, and create (mint) 2 million BNB tokens, increasing the maximum supply to 202 million.

Binance’s overall target burn of 100 million BNB remained unchanged. In addition, to the Real-Time burning mechanism, Binance has conducted 33 consecutive quarterly BNB burns since inception, removing, in total, 60.7 million BNB. As of December 31, 2025, the total outstanding BNB is approximately 137.3 million.

In April of 2019, Binance launched the mainnet of the BNB Beacon Chain and initiated a swap program for the ERC-20 BNB tokens on the Ethereum Blockchain from the July 2017 creation. Holders of BNB were directed to deposit their ERC-20 based BNB at a Binance controlled wallet after which they were issued BNB tokens issued from the newly formed BNB Beacon Chain using its BEP-2 format. After the swap, all remaining ERC-20 BNB tokens were burned leaving only an equivalent amount of BEP-2 BNB tokens.

In September of 2020, Binance launched the Binance Smart Chain (BSC) and corresponding BNB BEP-20 token standard. While BEP-20 BNB tokens were intended to be used within the Binance ecosystem, BEP-20 BNB tokens were designed to be used with the BSC. The establishment of the BSC blockchain gave developers smart contract (self-executing, code-based contracts) functionality which allowed for the creation and utilization of decentralized applications (dApps). In April 2024, BNB Chain developers began the BNB Chain Fusion which will retire the BNB Beacon Chain in favor of the functionality offered by the BSC. All BNB on the Beacon Chain will be migrated to the BSC, which has been rebranded to the “BNB Chain”.

Reward Distribution

In order to incentivize the development of the BNB Chain by creating the largest possible ecosystem of developers and users of the BNB Chain, holders of BNB are eligible to participate in securing the BNB Chain by “staking” their BNB to the BNB Chain and are therefore entitled to “rewards” distributed to them in the form of BNB. Staking is where an actor on the network acquires BNB and then pledges that BNB to the network as collateral. This collateral is then put at risk of loss (known as “slashing”) to ensure the proper running of a node on the BNB Chain and collecting rewards for services rendered to the network in the process of forming consensus and adding blocks to the BNB Chain. In lieu of running a node, a holder of BNB may pledge or “delegate” their BNB as collateral to a third party that is running a node on the BNB Chain (known as “Validator”). Pledged BNB to a Validator is not at risk of slashing; however, BNB pledged directly by Validators is subject to loss.

The number of staking rewards allocated from the new BNB issuance to holders of staked BNB on the BNB Chain will be calculated for a specified time period of block production and then distributed across the active delegated stake and Validator set in proportion to their weighted stake in that account, minus a commission to the Validator for expenses incurred running the node. Holders of BNB that are not staked to the BNB Chain will not receive rewards.

BNB Transaction Fees

Several resources in a blockchain network are limited: for example, storage and computation. Transaction fees prevent individual users from consuming too many resources. Due to the high speed at which the BNB Chain processes and finalizes transactions, the BNB Chain has less need to ration capacity and therefore uses a minimum fee model, as opposed to the gas-metering model found on networks such as Ethereum. As such, fees are charged prior to transaction execution; once the fee is paid, nodes will execute the transaction.

Description of BNB Transfers

For one party to transfer BNB to another over the BNB Chain, both parties must have BNB Chain addresses, or “wallets,” as described above. Each wallet has an associated public key, as well as an associated private key. In general, in order to obtain a BNB Chain wallet, a user generally must first install on a computer or mobile device a BNB Chain software program.

Wallets that are used to store cryptographic keys can be “hot” or “cold.” A hot wallet is connected to the internet, and is thus readily available to facilitate trading, but may be more vulnerable to hacking. A cold wallet is a wallet that stores cryptographic keys offline, such as on a computer that has no internet access, a segregated piece of hardware, or a piece of paper.

The transaction process is different for the sender and the recipient. To receive BNB, the recipient must provide its public address to the sender. The recipient does not disclose its private key as part of this process.

From the sender's perspective, once the sender has the recipient's public address (or public key), the sender can initiate the transfer by executing a transaction that includes the recipient's wallet address, the amount of BNB to be sent and the private key of the sender's wallet that is transferring the BNB. To execute a transaction, the sender must have internet access. The sender does not reveal their public key in verifying the transaction to the BNB Chain, but the sender does not reveal their private key publicly. The private key serves as validation that the transaction has been authorized by the holder of the associated public key. The resulting transaction is sent by the user's BNB Chain software program to the decentralized BNB Chain for eventual inclusion in the BNB Chain. Once the transaction is added to a new block that is included in the BNB Chain, the BNB Chain software program of both parties will show confirmation of the transaction on the BNB Chain and reflect an adjustment to the BNB balance associated with each party's public key, completing the transaction. Once a transaction is confirmed on the BNB Chain, it is irreversible.

A private key is like a password to a bank account. Neither the sender nor the recipient reveals the private keys associated with their wallets because the private key gives anyone who has access to the private key the ability to transfer BNB from that wallet to other users. Therefore, if a user were to lose their private key irretrievably without any backup, the user would permanently lose access to the BNB contained in that wallet.

Some transactions in BNB are conducted "off-Blockchain," such as through a digital asset exchange, and are therefore not recorded on the BNB Chain. "Off-Blockchain transactions" may involve, for example, the reallocation of ownership of an amount of BNB in a pooled-ownership digital wallet, such as a digital wallet owned by a digital asset exchange, from one exchange participant to another. Therefore, off-Blockchain transactions do not involve the transfer of transaction data on the BNB Chain and do not reflect a movement of BNB between addresses recorded on the BNB Chain. For these reasons, off-Blockchain transactions are not protected by the protocol behind the BNB Chain or recorded in, and validated through, the BNB Chain mechanism. In addition, information and data regarding off-Blockchain transactions are generally not publicly available. Transactions in BNB that are executed "off-Blockchain" do not require the payment of a fee, but may require a payment, for example, to the entity controlling a pooled-ownership digital wallet. Such transaction payments may or may not be required or allowed to be made in BNB.

BNB Applications & Adoption

There are three well-known fundamental functions of digital assets: a medium of exchange (i.e., a means to transport value), a store of value (i.e., a trusted place to park value), and a unit of account (i.e., a metric to define value). A digital asset such as BNB may be used, among other things, to perform any of these three functions. Many forms of these applications are under development on the BNB Chain.

Value of BNB

The value of BNB, as with most assets, is influenced by several factors, including the supply of and demand for BNB, the distribution of rewards, transaction fees, the number of competing digital

assets, how BNB trades, regulations governing its sale and trade, and the protocol itself. See “Risk Factors and Potential Conflicts of Interest—Risks Associated with Investing Directly or Indirectly in BNB—Valuation Risk.” Due to the dynamic of these factors as well as others, the value of BNB is difficult to determine, and the price of BNB can fluctuate. Demand for BNB can also be influenced by the applications that are built on the BNB Chain. Although it is not possible to predict with certainty the price trajectory of BNB, the investment objective of the Trust is solely long-term capital appreciation by tracking the price of BNB.

The most common means of determining the value of BNB is by reviewing price data on one or more digital asset exchanges where BNB is traded publicly and transparently.

Regulation of BNB

Certain Historical Developments

In the United States, federal and state approaches to regulation and oversight of digital assets have varied significantly between states, the states and the Federal government and among Federal agencies. The regulation on both the state and federal level generally come into focus upon the sale of digital assets that may constitute the sale of a security or when the sale can be considered to have constituted a money transmission under state law or under Financial Crimes Enforcement Network (“FinCEN”) regulations, as part of a money services business.

Many state legislatures have passed crypto-friendly laws hoping to inspire growth in their local economies with the use of digital assets and the underlying blockchain technology. For example, Wyoming currently exempts digital assets from property taxation and has adopted regulations that allow state-chartered banks to opt-in to providing custody services for digital assets. Other crypto-friendly laws that have passed include exemptions from state securities laws, money transmission statutes and other regulatory requirements. Other states have taken a more cautious approach in order to mitigate the risks associated with digital assets. For example, New York has passed laws generally considered restrictive of digital assets, while several large digital asset service providers, such as Gemini and Fidelity Digital Asset Services, have received New York State trust company charters.

The Federal government has focused its regulation at the administrative agency level (including FinCEN, the Securities and Exchange Commission (the “SEC”), the Commodity Futures Trading Commission (the “CFTC”), the Financial Industry Regulatory Authority (“FINRA”), the Consumer Financial Protection Bureau (the “CFPB”), the Department of Justice, the Department of Homeland Security, the Federal Bureau of Investigation, the IRS). The Federal government’s focus has been, in part, on the extent to which digital assets like BNB can be used to commit fraud or to launder the proceeds of illegal activities or fund criminal or terrorist enterprises, and on the safety and soundness of exchanges or other third-party service providers that hold or transact in digital assets for users.

In addition, the CFTC has made it clear that despite the fundraising presale that accompanied the creation of Ethereum, it views Ethereum as a commodity, like Bitcoin. BNB, by analogy, may therefore be deemed a commodity as well, although we cannot be certain. However, the CFTC has not issued regulations formalizing this position or required registration in any capacity. Nonetheless, futures, options, swaps and other derivative contracts that make reference to the price of a “digital asset” are subject to regulation by the CFTC under the Commodity Exchange Act

(“CEA”). CFTC-regulated designated contract markets (DCMs) have listed DOT futures contracts through the CFTC’s self-certification process.

The staff of the SEC has taken the position that certain digital assets are securities under the federal securities laws. In March 2026, the SEC and CFTC issued a joint interpretation of the application of the federal securities laws to crypto assets and transactions involving crypto assets (the “Interpretive Release”). The Interpretive Release classifies crypto assets into certain categories, including Digital Commodities, Digital Collectibles, Digital Tools, Stablecoins, and Digital Securities. While the Interpretive Release identified several cryptocurrencies as Digital Commodities (and thus not securities), it did not specifically categorize BNB.

The test for determining whether a particular digital asset is a “security” is complex and the outcome is difficult to predict. Public, though non-binding, statements by senior officials at the SEC have indicated that the SEC did not consider Bitcoin or ETH to be securities, and does not currently consider Bitcoin to be a security. The SEC staff has also provided informal assurances via no-action letter to a handful of promoters that their digital assets are not securities. The SEC staff’s guidance regarding whether a digital asset is or is not a security is not determinative or binding and a court may come to a different conclusion.

In litigation, to which neither the Trust nor the Sponsor is a party, the SEC took the position that BNB is a security, both when sold by Binance and when traded on the secondary market in transactions to which Binance is not a party. The court dismissed SEC claims based on the status of BNB as a security when traded on the secondary market, holding that the SEC had not properly alleged that secondary transactions in BNB are security transactions. While the SEC had indicated that it would seek leave of the court to amend its complaint to address other aspects of the court’s ruling, in May 2025, the SEC entered into a join stipulation to voluntarily dismiss the litigation.

The CFTC, meanwhile, has taken the position that, depending on the circumstances, transactions in digital assets may fall within the scope of the CEA. The Trust is not registered as a commodity pool for purposes of the CEA, and the Sponsor is not registered as a commodity pool operator, a commodity trading advisor or otherwise. The Trust and the Sponsor will continue to monitor and evaluate whether any such registrations may be or may become required.

Additionally, the Internal Revenue Service (“IRS”) has classified certain virtual currencies -- which it defined as a digital representation of value that functions as a medium of exchange, a Share of account and/or a store of value -- as property that is not currency for U.S. federal income tax purposes. The IRS indicated that virtual currency that has an equivalent value in real currency, or that acts as a substitute for real currency, can be referred to as convertible virtual currency. The IRS stated that convertible virtual currency was not “real” currency because it did not have legal tender status in any jurisdiction. The degree to which such interpretations will become the norm is unknown. The New York State Department of Taxation and Finance, citing the IRS classification, defined convertible virtual currency as “intangible property,” and a number of other states have issued their own guidance regarding the tax treatment of virtual currencies for state income or sales tax purposes.

On July 22, 2020, the Office of the Comptroller of the Currency (the “OCC”) issued an interpretive letter stating that national banks may provide cryptocurrency custody services to their customers. The permitted services include holding unique cryptographic keys associated with cryptocurrency.

The OCC noted that banks have traditionally provided safekeeping and custody services and that there is a growing demand for safe places to store cryptographic keys for customers and for related custody services. The OCC concluded that, by providing such services, banks would be able to continue to perform the financial intermediation function that they have historically fulfilled in providing payment, loan and deposit services.

Illicit Use and Fraudulent Activity

As with any other asset or medium of exchange, BNB can be used to purchase illegal goods, fund unlawful activities or to launder money. Digital assets have been used for unlawful gambling and for the purchase of illegal goods.

Using BNB provides users with a certain degree of anonymity, insofar as sending and receiving BNB on the BNB Chain does not involve the use of personal information, but rather a public address on the BNB Chain (i.e., BNB addresses are a string of characters that appear random). Anonymity is limited, however, by the fact that digital asset exchanges conduct anti-money laundering and “know your client” verifications on their customers due in part to such anonymity. However, the Trust is unable to track the prior movement of BNB that it may purchase or trade to check for prior illicit activity. In the event of such prior illicit activity, the Trust’s BNB may be subject to “clawback” by courts or regulators, which would reduce the value of Shares.

In the past, a number of digital asset businesses have been associated with or have been victims of theft and fraudulent schemes. For example, in 2014, the largest digital asset exchange at the time, Mt. Gox, filed for bankruptcy in Japan amid reports the exchange lost up to 850,000 Bitcoin, valued then at over \$450 million, as well as \$28 million in cash from the exchange’s bank accounts. Similarly, it has been reported that digital asset exchange Coincheck lost approximately \$500 million to hackers in 2018 and that digital asset exchange Binance lost approximately \$40 million to hackers in 2019. In 2020, five major digital currency exchange hacks took place. In 2020, five major digital currency exchange hacks took place. Four hacks resulted in the theft of digital currency while one involved stolen customer data. In total, \$286,933,760 worth of digital currency and 200 pieces of customer data were stolen from digital currency exchanges in 2020.

In addition, Ponzi schemes have been created on the Ethereum Network, as well other digital asset ecosystems like the Bitcoin network. In particular, smart contract platforms like the Ethereum Network have proven to be useful to conduct such schemes, by positioning a party with malicious intent as a trustworthy counterparty as advertised by the Ethereum Network. In a recent study, 184 Ponzi schemes were found to be active on the Ethereum Network, and similar schemes could be created on the BNB Chain.

Numerous additional fraudulent and other illicit activities regarding digital assets are reported regularly by major media, both in the United States and abroad. Such illicit activity makes investment in BNB potentially riskier than investment in other, more established, vehicles. In particular, beginning in 2021, the press reported that Binance Holdings Ltd., the creator of BNB was under investigation by the U.S. Internal Revenue Service and Department of Justice for money laundering and tax evasion violations.

In October 2022, the BNB Token Hub, a bridge that allowed BNB holders to swap BEP-2 BNB for BEP-20 BNB and vice versa, was hacked for 2 million BNB, approximately \$570 million at the time. The exploit targeted a vulnerability in the cross-chain bridge, enabling the attacker to

forge transactions to create and then withdraw new BNB tokens. BNB Chain developers acted quickly to halt the blockchain which prevented about 80% of the BNB from leaving the ecosystem, although the attackers were able to capture approximately \$110 million. 1.02 million BNB tokens that were prevented from leaving the BNB Chain ecosystem were burned following a vote by BNB validators and the rest will be burned through the usual burning process, which will bring the terminal circulating supply of BNB to the original goal of 100 million BNB.

Historical Price of BNB

The price of BNB is volatile and fluctuations are expected to have a direct impact on the value of the Shares. However, movements in the price of BNB in the past are not a reliable indicator of future movements. Movements may be influenced by various factors, including supply and demand, geo-political uncertainties, economic concerns such as inflation, and real or speculative investor interest.

Competition

BNB is not the only available digital asset. Other digital currencies that have been developed prior to or since the inception of BNB, including, but not limited to, Bitcoin, Ethereum, XRP, Litecoin, Polkadot, Cardano, Algorand, Monero, Avalanche and Solana. Although a competitive digital asset could displace the market share BNB currently occupies, or a competitive blockchain could take market share from the BNB Chain, it would face significant headwinds due to the network effect and financial and intellectual investments currently enjoyed by BNB and the BNB Chain as one of the market leaders. As of March 19, 2026, BNB's market capitalization was estimated to be approximately \$87.9 billion.

The above description of BNB and the BNB Chain, its regulation and trading and other relevant aspects is not meant to be full and complete. The Sponsor recommends that each investor do their own research and consult with their own advisors to understand BNB and how it and other cryptocurrencies operate and the risks involved in investing in BNB and other cryptocurrencies.

RISK FACTORS AND POTENTIAL CONFLICTS OF INTEREST

An investment in the Trust involves the risk of losing money. Consider the risks below before making an investment decision.

Risks Associated with Investing Directly or Indirectly in BNB

BNB, like other digital assets, is a relatively extremely new and non-traditional asset. Digital assets, represented on a decentralized public transaction ledger that is maintained by an open-source protocol, are substantively different from traditional assets and investments. Digital assets were only introduced within the past decade, and BNB was first released in 2020, which limits a potential Shareholder's ability to evaluate the performance of BNB. Because of the complex nature of BNB itself coupled with an investment with exposure to the performance thereof, an investor in the Trust may face numerous material risks that may not be present in other investments. These risks include:

Negative Press about Alleged Investigations Relating to BNB Creator and Affiliates May Subject BNB and Trust to Greater Scrutiny by Regulators

Beginning in 2021, the press began reporting that the U.S. government was investigating Binance Holdings Ltd., the creator of BNB, for potential offenses relating to money-laundering and tax evasion. In 2022, press reports emerged that the SEC was investigating Binance.U.S., the U.S.-based subsidiary of Binance Holdings for possible trading violations under U.S. law. On November 3, 2023, Binance Holdings Limited (Binance) pleaded guilty and agreed to pay over \$4 billion to resolve the Justice Department’s investigation into violations related to the Bank Secrecy Act (BSA), failure to register as a money transmitting business, and the International Emergency Economic Powers Act (IEEPA). Binance’s founder and chief executive officer (CEO), Changpeng Zhao, also pleaded guilty to failing to maintain an effective anti-money laundering (AML) program, in violation of the BSA and resigned as CEO of Binance (though Zhao was subsequently pardoned). In the aftermath, Binance’s United States exchange, Binance.US, halted United States Dollar withdrawals and deposits, but subsequently lifted the halt in February 2025. The negative publicity and potential legal consequences could make it more difficult for the Trust to have its Shares quoted on OTCQX and may delay or even prevent the Trust from facilitating the quotation of its Shares on OTCQX.

Digital Asset Exchange Risk.

The digital asset exchanges on which BNB trades are new, developing in complexity and structure and, in many cases, unregulated. Digital asset exchanges are coming under more intense scrutiny from regulators around the world. Furthermore, many exchanges (including several of the most prominent U.S. dollar-denominated exchanges) do not provide the public with significant information regarding their ownership structure, management teams, corporate practices or regulatory compliance. As a result, the marketplace may lose confidence in or may experience problems relating to digital asset exchanges, including prominent exchanges which handle a significant portion of the volume of BNB trading. Digital asset exchanges may impose daily, weekly, monthly or customer-specific transaction or distribution limits, or the exchanges may suspend withdrawals entirely, rendering the exchange of virtual currency for fiat currency difficult or impossible.

Digital asset exchanges generally operate outside of the United States. An investor may have difficulty in successfully pursuing claims in the courts of such countries or enforcing in the courts of such countries a judgment obtained in another country. In general, certain less developed countries lack fully developed legal systems and bodies of commercial law and practices normally found in countries with more developed market economies. Currently, there are no specific regulatory protections in place that would protect an investor in BNB from financial losses if a digital asset exchange were to fail or go out of business. Participation in digital asset exchanges requires users to assume risks by transferring traditional currencies from a traditional banking institution or BNB from a personal digital wallet account to a third party’s account. However, in July 2020, the OCC announced that national banks may provide cryptocurrency custody services to their customers. See “Information About the BNB Chain and BNB—Regulation of BNB—Certain Historical Developments.” As a result, it is possible that, in the future, investors will use banks to hold their cryptocurrency wallets.

A number of digital asset exchanges have been closed due to fraud, failure or cyber-security breaches. In many of these instances, the customers of such digital asset exchanges were not compensated or made whole for the partial or complete loss of their account balances in such exchanges. While smaller exchanges are less likely to have the infrastructure and capitalization that make larger digital asset exchanges more stable, larger exchanges are more likely to be appealing targets for hackers and “malware” (*i.e.*, software used or programmed by attackers to disrupt computer operation, gather sensitive information or gain access to private computer systems).

In 2014, the largest digital asset exchange at the time, Mt. Gox, filed for bankruptcy in Japan amid reports the exchange lost over \$450 million in Bitcoin, as well as \$28 million in cash from the exchange’s bank accounts. In August 2016, Bitfinex, a digital asset exchange located in Hong Kong, reported a security breach that resulted in the theft of approximately 120,000 Bitcoin valued at the time at approximately \$72 million, a loss which was allocated to all Bitfinex account holders (rather than just specified holders whose wallets were affected directly), regardless of whether the account holder held Bitcoin or cash in their account. Similarly, it has been reported that digital asset exchange Coincheck lost approximately \$500 million to hackers in 2018. In 2020, a small South Korean peer-to-peer digital asset exchange, Good Cycle, was hacked for an amount of Ethereum valued at \$5 million. Upbit suffered a significant hack in November 2019, totaling 342,000 Ethereum, valued at approximately \$50 million at the time.

A lack of stability in the digital asset exchange market and the closure or temporary shutdown of exchanges due to fraud, business failure, hackers or malware, or government-mandated regulation may reduce confidence in the BNB Chain and result in greater volatility in the price of BNB. These potential consequences of a digital asset exchange’s failure could adversely affect the price of BNB, which would be likely to adversely affect the value of the Trust’s investments.

Competition Risk.

Many parties are developing a variety of digital assets. For example, the People’s Bank of China, the central bank of Sweden, the Bank of England, and the U.S. Federal Reserve are all in various stages of investigating and developing forms of central bank digital currencies. Private parties such as Facebook are also exploring the issuance of digital assets. It is possible that another digital asset could become materially popular due to either a perceived or exposed shortcoming of the BNB Chain protocol that is not immediately addressed by the BNB contributor community or a perceived advantage of an “altcoin” that includes features not incorporated into BNB. However, BNB has gained substantial market share, which may be in part due to perceived institutional backing or potentially advantageous features not incorporated into Bitcoin or Ethereum. Nevertheless, if another digital asset were to obtain significant market share (either in market capitalization, mining power or use as a payment technology), this could reduce BNB’s market share and have an impact on the demand for, and price of, BNB and thereby adversely affect the value of the Trust’s investments.

Intellectual Property Risk.

Third parties may assert intellectual property claims relating to the holding and transfer of digital assets and their source code. Regardless of the merit of any intellectual property or other legal action, any threatened action that reduces confidence in the BNB Chain’s long-term viability or

the ability of end-users to hold and transfer BNB may adversely affect an investment in the Shares. Additionally, a successful intellectual property claim could prevent market participants from accessing the BNB Chain or holding or transferring their BNB, which could adversely impact the price of BNB and the value of the Trust's investments.

Internet and Cybersecurity Risk.

The BNB Chain's functionality relies on the Internet. A significant disruption of Internet connectivity affecting large numbers of users or geographic areas could impede the functionality of the BNB Chain during the period of that disruption and could adversely affect user confidence in BNB and the BNB Chain, which could adversely affect the Trust. In addition, certain features of the BNB Chain, such as decentralization, open-source protocol and reliance on peer-to-peer connectivity, may increase the risk of fraud or cyber-attack by potentially reducing the likelihood of a coordinated response in defense or prevention of such attack by network participants. Any incidents of fraud or cyber-attack on the BNB Chain could reduce confidence in the BNB Chain and BNB and adversely affect the value of the Trust's investments.

New Asset and Limited Trading History Risk.

BNB, which is a new technological innovation with a limited history, is a new and highly speculative asset. There is no assurance that usage of BNB will continue to grow. A contraction in the use of BNB may result in increased volatility or a reduction in the price of BNB, which could adversely impact the value of the Trust. BNB and its trading history thus have existed for a relatively short time, which limits a potential Shareholder's ability to evaluate an investment in the Trust. This limited history creates risks for investment in the Shares.

Regulatory Risk.

The laws and regulations applicable to digital assets like BNB are evolving in the United States and foreign jurisdictions. In the United States, bills have been introduced in the U.S. Congress that could affect BNB, the BNB Chain, other digital assets, other blockchains, and other providers of digital asset services. None of these bills have been enacted into law, and it is unclear whether or when any law pertaining to digital assets might be enacted, as well as what provisions any such law might contain. As a result, it is impossible to predict the effect that any such law might have on the BNB Chain, the market for BNB, or the Trust.

In the absence of federal legislation, the individual states as well as various federal agencies have taken varying approaches to regulation and oversight of digital assets. On July 25, 2017, the SEC issued a Report of Investigation (the "Report") which concluded that digital assets or tokens issued for the purpose of raising funds may be securities within the meaning of the federal securities laws. The Report emphasized that whether a digital asset is a security is based on the particular facts and circumstances, including the economic realities of the transactions. The SEC staff takes the view that digital assets can be, and most often are, securities, although the staff has said that Bitcoin and Ethereum are sufficiently decentralized so that they may not be securities. This staff view, however, is not binding on the SEC.

In litigation, to which neither the Trust nor the Sponsor is a party, the SEC took the position that BNB is a security, both when sold by Binance and when traded on the secondary market in

transactions to which Binance is not a party. The court dismissed SEC claims based on the status of BNB as a security when traded on the secondary market, holding that the SEC had not properly alleged that secondary transactions in BNB are security transactions. While the SEC had indicated that it would seek leave of the court to amend its complaint to address other aspects of the court's ruling, in May 2025, the SEC entered into a joint stipulation to voluntarily dismiss the litigation.

In March 2026, the SEC and CFTC issued a joint interpretation of the application of the federal securities laws to crypto assets and transactions involving crypto assets (the "Interpretive Release"). The Interpretive Release classifies crypto assets into certain categories, including Digital Commodities, Digital Collectibles, Digital Tools, Stablecoins, and Digital Securities. While the Interpretive Release identified several cryptocurrencies as Digital Commodities (and thus not securities), it did not specifically categorize BNB.

The CFTC, meanwhile, has taken the position that, depending on the circumstances, transactions in digital assets may fall within the scope of the CEA. The Trust is not registered as a commodity pool for purposes of the CEA, and the Sponsor is not registered as a commodity pool operator, a commodity trading advisor or otherwise. The Trust and the Sponsor will continue to monitor and evaluate whether any such registrations may be or may become required.

At the state level, some states like New York have passed laws and adopted regulations that are generally considered to be restrictive with respect to digital assets, while other states such as Wyoming have passed laws and adopted regulations that are generally considered to be more permissive with respect to digital assets. It is impossible to predict with certainty how the evolution of state laws with respect to digital assets may affect the BNB Chain and BNB in the future.

If BNB were determined to be a security under the federal or state securities laws in a final determination by the SEC, by another agency, or by a court of law, such a determination could have an adverse impact on BNB. For example, it might become more difficult for BNB to be traded, compared to other digital assets that are not considered to be securities, which could negatively affect the liquidity and general acceptance of BNB, cause users to migrate to other digital assets, and reduce the value of BNB. Even if a different digital asset were deemed to be a security, there could be negative publicity or a decline in the general acceptance of digital assets that could have a negative impact on BNB or the BNB Chain. As a result, any determination by a regulatory agency or a court deeming BNB to be a security for purposes of federal or state securities laws could have an adverse effect on the Trust and on Shares. In addition, to the extent that future regulatory actions or policies limit or enhance the ability to exchange BNB or utilize them for payments, the demand for BNB may be reduced or increased. Furthermore, regulatory actions may limit the ability of end-users to convert BNB into fiat currency (*e.g.*, U.S. dollars) or use BNB to pay for goods and services.

To the extent that BNB were deemed to fall within the definition of 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 of 1940 (the "Advisers Act") and the Trust may be required to register as an investment company under the 1940 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 BNB at a time that is disadvantageous to Shareholders.

Regulation of the digital asset industry as a whole continues to evolve and is subject to change. The effect of any future legal or regulatory developments on BNB or on the digital asset industry is impossible to predict, but such changes could be substantial and adverse to the value of the Trust's investments or to the Trust's operations. Current and future legislation, CFTC and SEC rulemaking and other regulatory developments may affect how BNB is classified (*e.g.*, as a security, property, commodity, currency, etc.) and regulated. The impact that any such potential actions might have on the BNB Chain or BNB cannot be predicted at this time.

Because factors affecting the value of BNB transcend borders, the approach taken internationally relating to the regulation of BNB may also have an adverse effect on its value and thus on the value of an investment in the Trust, and BNB currently faces an uncertain regulatory landscape in many foreign jurisdictions. Since December 2013, regulators in jurisdictions including the United States, the United Kingdom, South Korea and Switzerland have provided greater regulatory clarity, while Chinese, Indian, Icelandic, and Vietnamese government officials have taken steps to limit the participation of their respective financial services sectors from directly interacting with the ecosystems of some digital assets, creating additional regulatory uncertainty in those countries. Various foreign jurisdictions may, in the near future, adopt laws, regulations or directives that affect the BNB Chain, BNB, the digital asset exchange market and their users, particularly digital asset exchanges and service providers that fall within such jurisdictions' regulatory scope. Such laws, regulations or directives may conflict with those of the United States and may negatively impact the acceptance of BNB by users, merchants and service providers outside of the United States and may therefore impede the growth or sustainability of the BNB economy globally, or otherwise negatively affect the value of BNB. Foreign regulators and legislatures have also taken action against digital asset businesses or enacted restrictive regimes in response to adverse publicity arising from cybersecurity risks, potential consumer harm, or digital assets used in connection with criminal activity. The value of BNB could be impacted by such actions or by any resulting adverse publicity. The regulatory uncertainty surrounding the treatment of BNB by foreign jurisdictions creates risks for the Trust.

Current IRS guidance indicates that digital assets such as BNB should be treated and taxed as property, and that transactions involving the payment of BNB for goods and services should be treated as barter transactions. This treatment may create a potential tax reporting requirement in any circumstance where the ownership of BNB passes from one person to another, usually by means of BNB transactions. However, the tax treatment of digital currencies could change as a result of new laws or differing regulatory interpretations. Because of the evolving nature of digital currencies, it is not possible to predict potential future regulatory developments that may arise with respect to digital currencies, including forks, airdrops, staking and other similar events. Foreign jurisdictions may also elect to treat digital assets such as BNB differently for tax purposes. To the extent a foreign jurisdiction with a significant share of the market of BNB users imposes onerous tax burdens on BNB users, or imposes sales or value added tax on purchases and sales of BNB for fiat currency, such actions could result in decreased demand for BNB in such jurisdiction, which could impact the price of BNB and negatively impact the value of the Trust's investments. Accounting standards may also change, creating an obligation to accrue for a tax liability that was not previously required to be accrued for or in situations where it is not expected to directly or indirectly be ultimately subject to such tax liability. These potential tax and accounting changes

have the potential to increase or decrease interest in BNB, which could impact the price of BNB and the value of the Trust's investments.

The regulation of BNB, digital assets and related products and services continues to evolve. The inconsistent and sometimes conflicting regulatory landscape may make it more difficult for digital asset businesses to provide services, which may impede the growth of the BNB economy and have an adverse effect on consumer adoption of BNB. There is a possibility of future regulatory change altering, perhaps to a material extent, the nature of an investment in the Shares or the ability of the Trust to continue to operate. Additionally, to the extent that BNB itself is determined to be a security, commodity future or other regulated asset, or to the extent that a United States or foreign government or quasi-governmental agency exerts regulatory authority over the BNB Chain, BNB trading or ownership in BNB, such determination may have an adverse effect on the value of your investment in the Trust. In sum, BNB regulation takes many different forms and will, therefore, impact BNB and its usage in a variety of manners. It is impossible to predict how future legal and regulatory changes, or the threat of such changes, may impact the Trust, the Sponsor and Shareholders.

Structural Risk.

If a significant proportion of the users on the BNB Chain declined to install software upgrade(s), two separate BNB Chains could result (a "fork"), one running the pre-modification software program and the other running the modified version. Forks may also occur as a network community's response to a significant security breach.

In the event of a permanent fork into two separate and incompatible BNB Chains, the price movements of different versions of BNB on different BNB Chains could deviate. If such a permanent fork were to happen, the Sponsor would evaluate the characteristics of each BNB Chain to determine in its sole discretion which BNB Chain it believed would provide exposure that best comports with the Trust's investment objective. If the Sponsor determines to provide exposure to the price movements of BNB from a selected BNB Chain, and if the interest in such selected BNB Chain diminishes or increases relative to the BNB Chain that was not selected, this could adversely affect the value of the Trust's investments.

The nature of the BNB Chain's protocols and open-source software makes the protocols vulnerable to exploitation. If the governance mechanism responsible for maintaining the protocol is unable to address potential flaws in a timely manner, a malicious actor who detects flaws in the protocol could damage the BNB Chain and adversely affect the market for BNB. Any malicious damage to the protocol of the BNB Chain could also have an adverse impact on the operations of the Trust and on the value of the Shares.

Supply Risk.

Although it is possible to view the amount of BNB owned by any public address, there is no registry showing which individuals or entities own BNB or the quantity of BNB owned by any particular person or entity. It is possible that a small group of early BNB adopters hold a significant proportion of the BNB that has thus far been created. There are no regulations in place that would prevent a large holder of BNB from selling their BNB, which could depress the price of BNB.

Currently, a significant portion of BNB demand is generated by speculators and investors seeking to profit from the short- or long-term holding of BNB. A lack of expansion by BNB as a means for other use cases, or a contraction of such use, may result in increased volatility, which could adversely affect an investment in the Trust.

Usage Risk.

The growth of the digital asset industry in general, and the BNB Chain in particular, is subject to a high degree of uncertainty. The factors affecting the further development of the BNB Chain include:

- worldwide growth in the adoption and use of BNB, which may be impacted by, among other things, negative publicity, perceived illicit uses of digital assets, security risks for individual holders of digital assets and software or hardware malfunctions affecting BNB users;
- government and quasi-government regulation of BNB and its use, or restrictions on or regulation of access to and operation of the BNB Chain;
- changes in consumer demographics and public tastes and preferences;
- the availability and popularity of other forms or methods of buying and selling goods and services, including new means of using fiat currencies or the development of central bank digital currencies; and
- general economic conditions and the regulatory environment relating to digital assets.

There is no assurance that the BNB Chain, or the ecosystem of developers, stakers and users necessary to accommodate it, will continue in existence or grow. Furthermore, there is no assurance that the availability of and access to BNB Chain service providers will not be negatively affected by government regulation or supply and demand of BNB. A decline in the popularity or acceptance of the BNB Chain may impair the price of BNB while an increased acceptance of the BNB Chain may benefit the price of BNB, either of which could have an impact on the value of the Trust's investments.

Valuation Risk.

Market fluctuations in the price of BNB could affect an investment in the value of the Trust. The market price of BNB may be highly volatile, and subject to a number of factors, including:

- An increase or decrease in BNB supply in circulation.
- BNB demand, which is influenced by BNB Chain adoption, the growth of retail merchants' and commercial businesses' acceptance of BNB as a means of payment for goods and services, the security of online BNB exchanges and public and private keys associated with BNB, the perception that the use and holding of BNB is safe and secure, and the lack of regulatory restrictions on their use;
- Investor attitudes and regulatory actions with respect to digital assets generally;
- Investors' expectations with respect to the rate of distribution and inflation;
- Interest rates;
- Currency exchange rates, including the rates at which BNB may be exchanged for fiat currencies;

- Fiat currency withdrawal and deposit policies with respect to the digital asset exchange market;
- Interruptions in service from or failures of the digital asset exchange market;
- Investment and trading activities of large investors, including private and registered funds, that may directly or indirectly invest in BNB;
- Monetary policies of governments, trade restrictions, currency devaluations and revaluations;
- Efforts by governments to develop their own digital currencies;
- Regulatory measures, if any, that restrict the use of BNB or the purchase of BNB on the digital asset exchange market;
- The maintenance and development of the open-source software protocol of the BNB Chain;
- Global or regional political, economic or financial events and situations; and
- Expectations among BNB market participants that the value of BNB will soon change.

In addition, investors should be aware that there is no assurance that BNB will maintain its long-term value. The failure of businesses to adopt BNB as a form of payment, especially if other digital assets are adopted, could have a negative impact on BNB's market value and on the value of the Shares.

Market Related Risks

The Trust Is Subject to Market Risk.

Market risk refers to the risk that the market price of BNB held by the Trust will rise or fall, sometimes rapidly or unpredictably. An investment in the Trust's Shares is subject to market risk, including the possible loss of the entire principal of the investment.

NAV May Not Always Correspond to the Market Price of BNB and, as a Result, Shares May Be Purchased (or Redeemed, if Ever Permitted) at a Value that Differs From the Market Price of the Shares.

The NAV of the Trust will change as fluctuations occur in the market price of the Trust's BNB holdings. If and when Shareholders are able to trade their Shares on a secondary trading market, Shareholders should be aware that the market trading price of a Share may be different from the NAV per Share (i.e., Shares may trade at a premium over, or a discount to, the NAV), and similarly the market trading price per Share may be different from the NAV per Share, for a number of reasons, including price volatility, trading volume and any closings of digital asset trading platforms due to fraud, failure, security breaches or otherwise. Consequently, an investor may be able to purchase Shares at a discount or a premium to the market trading price per Share (if and when Shares trade on a secondary trading market). This price difference may be due, in large part, but not exclusively, to the fact that supply and demand forces at work in the secondary trading market for Shares are related, but not identical, to the supply and demand forces influencing the market price of BNB. Shareholders also should note that the size of the Trust in terms of total BNB held may change substantially over time and as Shares are issued and redeemed (if ever permitted).

Suspension or Disruptions of Market Trading May Adversely Affect the Value of Shares.

The Shares are quoted on the OTCQX. Nevertheless, there can be no assurance that the Shares will continue to be quoted on any market. Moreover, quotation may be halted due to market conditions, or in light of the OTCQX rules and procedures. There can be no assurance that the

requirements necessary to maintain the quotation of the Shares on the OTCQX will continue to be met. This could adversely affect the value of the Shares.

The Lack of Active Trading Markets For the Shares May Result in Losses on an Investment in the Trust at the Time of Disposition of Shares.

There can be no guarantee that an active trading market for the Shares will develop or will be maintained. Even if an active trading market does develop, it may not provide significant liquidity, and the Shares may not trade at prices advantageous to Shareholders. If a Shareholder wishes to sell Shares at a time when no active market for such Shares exists, the price received for the Shares (assuming that the Shareholder is able to sell them) likely will be lower than the price a Shareholder would receive if an active market did exist and, accordingly, the Shareholder may suffer significant losses if they choose to sell at such a time.

The Trust's Acquisition and Sale of BNB May Impact the Supply and Demand of BNB, Which May Have a Negative Impact on the Price of the Shares.

If the number of BNB acquired by the Trust is large enough relative to global BNB supply and demand, further issuances and redemptions (if any) of Shares could have an impact on the supply of and demand for BNB in a manner unrelated to other factors affecting the global market for BNB. Such an impact could affect the BNB Price, which would directly affect the price at which Shares are quoted on the OTCQX or the price of future Shares issued or redeemed (if permitted) by the Trust.

A Possible "Short Squeeze" Due to a Sudden Increase in Demand for the Shares that Largely Exceeds Supply May Lead to Price Volatility in the Shares.

BNB Price speculation may involve long and short exposures. To the extent that aggregate short exposure exceeds the number of Shares available for purchase (for example, in the event that large redemption requests by Shareholders dramatically affect Share liquidity), Shareholders with short exposure may have to pay a premium to repurchase Shares for delivery to Share lenders. Those repurchases may, in turn, dramatically increase the price of the Shares until additional Shares are issued. This is often referred to as a "short squeeze." A short squeeze could lead to volatile price movements in the Shares that are not directly correlated to the price of BNB, which could have an adverse effect on holders of Shares.

The Trust's Buying and Selling Activity Associated with the Issuance and Redemption (if any) of Shares May Adversely Affect an Investment in the Shares.

The Trust's purchase of BNB in connection with Share issuance orders may cause the price of BNB to increase, which will result in higher prices for the Shares. Increases in the BNB Prices may also occur as a result of BNB purchases by other market participants who attempt to benefit from an increase in the market price of BNB when Shares are issued. The market price of BNB may therefore decline immediately after Shares are issued. Selling activity associated with sales of BNB from the Trust in connection with redemption orders may decrease the BNB Prices, which will result in lower prices for the Shares. Decreases in BNB Prices may also occur as a result of selling activity by other market participants. In addition to the effect that purchases and sales of BNB by the Trust may have on the price of BNB, other exchange-traded products with similar

investment objectives could represent a substantial portion of demand for BNB at any given time and the sales and purchases by such investment vehicles may impact the price of BNB. If the price of BNB declines, the trading price of the Shares will generally also decline.

Difficulties or Limitations in the Processes of Issuance and Redemption (if any) of Shares May Interfere with Opportunities for Arbitrage Transactions Intended to Keep the Price of the Shares Closely Linked to the Price of BNB, Which May Adversely Affect an Investment in the Shares.

If the processes of issuance and redemption of the Shares encounter any unanticipated difficulties, potential market participants who would otherwise be willing to purchase or redeem Shares to take advantage of any arbitrage opportunity arising from discrepancies between the price of the Shares and the price of the underlying BNB may not take the risk that, as a result of those difficulties, they may not be able to realize the profit they expect. If this is the case, the liquidity of Shares may decline and the price of the Shares may fluctuate independently of the price of BNB and may fall. In addition, the Sponsor may postpone, suspend or reject purchase or redemption orders, as applicable, for a variety of permitted reasons under certain circumstances. To the extent such orders are postponed, suspended or rejected, the arbitrage mechanism resulting from the process through which investors purchase and redeem Shares directly with the Trust may fail to closely link the price of the Shares to the value of the underlying BNB, as measured using the BNB Price. If this is the case, the liquidity of the Shares may decline, and the price of the Shares may fluctuate independently of the BNB Price and may fall.

Risks Related to the Over-the-Counter (“OTC”) Market and Digital Asset Exchanges

Fraud and Manipulation in the Markets for BNB May Affect the Value of the Shares.

The price of BNB may be influenced by fraud and manipulation for a number of reasons, including but not limited to the following: most BNB spot markets are not regulated or supervised by a government agency; platforms may lack critical system safeguards, including adequate cybersecurity and privacy protections for their users; volatile market price swings or flash crashes; cyber risks, such as hacking customer wallets; and/or platforms selling from their own accounts and putting customers at an unfair disadvantage. Any act of fraud or manipulation in the BNB marketplace may adversely affect an investment in the Shares.

Disruptions at OTC Trading Desks and Potential Consequences of an OTC Trading Desk’s Failure Could Adversely Affect an Investment in the Shares.

There are a limited number of OTC trading desks with which the Trust can transact in BNB to effect issuances and redemptions (if any). A disruption at or withdrawal from the market by any such OTC trading desk may adversely affect the Trust’s ability to purchase or sell BNB, which may potentially negatively impact the market price of the Shares. A disruption at one or more OTC trading desks could reduce liquidity in the market and may negatively impact the Trust’s ability to value its BNB. Because there is currently no publicly disseminated and verifiable feed with respect to the price of BNB in the OTC market, investors must rely on other pricing sources, such as the BNB Price or prices obtained directly from the OTC trading desks or digital asset exchanges, to obtain the price of BNB.

Disruptions at Digital Asset Exchanges and Potential Consequences of a Digital Asset Exchange's Failure Could Adversely Affect an Investment in the Shares.

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

Digital asset exchanges have a limited history. Since 2009, several digital asset exchanges have been closed or experienced disruptions due to fraud, failure, security breaches or distributed denial of service attacks, a/k/a "DDoS Attacks." In many of these instances, the customers of such exchanges were not compensated or made whole for the partial or complete losses of their funds, BNB or other cryptocurrencies held at the exchanges. In 2014, the largest digital asset exchange at the time, Mt. Gox, filed for bankruptcy in Japan amid reports the exchange lost up to 850,000 Bitcoin, valued then at over \$450 million. Digital asset exchanges are also appealing targets for hackers and malware. In August 2016, Bitfinex, an exchange located in Hong Kong, reported a security breach that resulted in the theft of approximately 120,000 Bitcoins valued at the time at approximately \$72 million, a loss which was allocated to all Bitfinex account holders (rather than just specified holders whose wallets were affected directly), regardless of whether the account holder held digital or cash in their account. In February 2017 following a statement by the People's Bank of China, China's three largest exchanges (BTCC, Huobi and OKCoin) suspended withdrawals of users' Bitcoin. Although withdrawals were permitted to resume in late May 2017, Chinese regulators in September 2017 issued a directive to Chinese exchanges to cease operations with respect to Chinese users by September 30, 2017. In July 2017, FinCEN and the U.S. Department of Justice levied a \$110 million fine and an indictment against BTC-e, another digital asset exchange and one of its operators for facilitating crimes such as drug sales, computer hacking, identity theft and ransomware attacks. Similar to the outcome of the Bitfinex breach, losses due to assets seized by FinCEN were allocated among exchange users. In addition, it has been reported that digital asset exchange Coincheck lost approximately \$500 million to hackers in 2018 and that digital asset exchange Binance lost approximately \$40 million to hackers in 2019. The potential for instability of digital asset exchanges and the closure or temporary shutdown of exchanges due to fraud, business failure, hackers, DDoS or malware or government-mandated regulation may reduce confidence in BNB, which may result in greater volatility in the BNB Price.

Despite efforts to ensure accurate pricing, the BNB Price and the price of BNB generally remain subject to volatility. Such volatility could adversely affect an investment in the Shares.

Momentum Pricing of BNB May Subject the Price of BNB to Greater Volatility and Adversely Affect an Investment in the Shares.

Momentum pricing typically is associated with growth stocks and other assets whose valuation, as determined by the investing public, accounts for anticipated future appreciation in value. The Sponsor believes that momentum pricing of BNB has resulted, and may continue to result, in speculation regarding future appreciation in the value of BNB, inflating and making more volatile the value of BNB. As a result, BNB may be more likely to fluctuate in value due to changing investor confidence in future appreciation in the BNB Price, which could adversely affect an investment in the Shares.

Operating Risks of the Trust

As the Sponsor and Its Management Have Little History of Operating the Trust, Their Experience May Be Inadequate or Unsuitable to Manage the Trust.

The Sponsor has only a limited history of past performance in managing the Trust. Similarly, the Sponsor's management has only a limited history of past performance in managing the Trust. The past performances of the Sponsor and management in other positions 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.

The Trust Has Limited Operating or Performance History.

The Trust has limited operating history. Therefore, a potential Shareholder has no performance history, aside from the historical price of BNB, to serve as a factor in evaluating an investment in the Trust.

The Shares Are New Securities and Their Value Could Decrease if Unanticipated Operational or Trading Problems Arise.

The mechanisms and procedures governing the issuance, redemption (if any) and offering of the Shares have been developed specifically for the Trust. Consequently, there may be unanticipated problems or issues with respect to the mechanisms of the operations of the Trust and the trading of the Shares. In addition, to the extent that unanticipated operational or trading problems or issues arise, the Trust management's past experience and qualifications may not be suitable for solving these problems or issues. As a result, there is a risk that operational or trading problems could have a material adverse effect on an investment in the Shares.

Fees and Expenses Are Charged Regardless of Profitability and May Result in Depletion of Assets.

Shareholders in the Trust will pay fees and expenses in connection with their investment in Shares, including the Management Fee of an annualized 2.50 % of the average daily NAV of the Trust for each year, unless waived by the Sponsor. The Sponsor waived Management Fees until January 1, 2023, but has charged the Management Fee since then and has not indicated its intention to waive the fee further. The Sponsor will bear the routine operational, administrative and other ordinary fees and expenses of the Trust (the "Assumed Expenses"); provided, however, that the Trust shall be responsible for any non-routine and ordinary expenses, including, in addition to the Management Fee and the Staking Rewards, fees and expenses such as, but not limited to, taxes and governmental charges, expenses and costs, expenses and indemnities related to any

extraordinary services performed by the Sponsor (or any other Service Provider, including the Trustee) on behalf of the Trust to protect the Trust or the interests of Shareholders, indemnification expenses, fees, and expenses related to public trading on OTCQX or to the listing, quotation or trading of the Shares on any national securities exchange (including customary legal, marketing and audit fees and expenses), and for the avoidance of doubt, including such fees and expenses incurred, whether or not yet paid, prior to the effective date of the Trust Agreement (“Extraordinary Expenses”).

The Security of the Trust’s BNB Holdings Cannot Be Assured by the Trust, the Custodian or Any Other Person.

The Trust’s BNB holdings will be held by the Custodian subject to security methods and procedures designed to ensure the Trust’s control over those holdings and keep those holdings safe from unauthorized use, theft or other misuse. See “Other Parties–Custodian–The Custodian’s Role”. However, no security measures can provide assurance that the Trust’s BNB holdings will not be affected by theft, misuse, cybersecurity breaches or other harms (including without limitation, collusion between the Custodian and the “Secure Third Party” (defined below) to steal Trust assets). Moreover, the Custodian is not responsible for, among other items, the default or insolvency or the acts or omissions of any third-party custodian, nominee, sub-custodian, or other person who holds BNB on the Trust’s behalf, unless acting on behalf of the Custodian. The Custodian also is not responsible for acting on instructions reasonably believed to be given by the Sponsor in accordance with procedures mutually agreed upon between the parties, the Custodian Agreement, as defined herein. In addition, although we may be entitled to indemnification for certain breaches of the Custodian Agreement or the loss or theft of the Trust’s assets, securing recovery for any such losses may require us to devote substantial time and resources to the task, with no guarantee of success. While the Trust has taken and will continue to take steps to secure its assets, the Trust’s assets are continuously subject to risks of theft, fraud and other security breaches, and some or all of the Trust’s assets may be lost or otherwise compromised as a result of such security breaches.

Possibility of Termination of the Trust May Adversely Affect a Shareholder’s Portfolio.

The Sponsor may terminate the Trust in its sole discretion upon the occurrence of certain events and shall terminate the Trust upon the occurrence of certain other events. If this power is so exercised, Shareholders who may wish to continue to invest in BNB through the Trust will have to find another vehicle and may not be able to find another vehicle that offers the same features as the Trust. Such detrimental developments could cause a Shareholder to liquidate its investments at an inopportune time and upset the overall maturity and timing of its investment portfolio.

Any Errors, Discontinuance or Changes in Determining the Value of the BNB Held by the Trust May Have an Adverse Effect on the Value of the Shares.

The Administrator will determine the NAV of the Trust and the NAV per Share on a daily basis as soon as practicable after 4:00 P.M. New York time on each day the New York Stock Exchange is open for business. The Administrator’s determination will be made based on the BNB Market Price To the extent that such NAV or NAV per Share is incorrectly calculated, there may be no

liability for any error, but such misreporting of valuation data could adversely affect an investment in the Shares.

Shareholders May Be Adversely Affected by Redemption Orders that Are Subject to Postponement, Suspension, or Rejection under Certain Circumstances.

If redemptions of Shares are ever permitted, the Sponsor may nevertheless, in its discretion, suspend the right of redemption or postpone the redemption settlement date if (1) the order is not in proper form as determined by the Trust or Sponsor, (2) during an emergency as a result of which delivery, disposal or evaluation of BNB is not reasonably practicable or (3) for such other period as the Sponsor determines to be necessary for the protection of Shareholders. Any such postponement, suspension or rejection could adversely affect a redeeming investor. For example, the resulting delay may adversely affect the value of the investor's redemption proceeds if the NAV of the Trust declines during the period of delay. The Trust disclaims any liability for any loss or damage that may result from any such suspension or postponement.

As a Shareholder, You Will Not Have the Rights Normally Associated With Ownership of Shares of Other Types of Investment Vehicles. For Example, You Will Have No Voting Rights, in Comparison to Those of Securityholders in Traditional Operating Companies.

The Trust is a passive investment vehicle with no active management and no board of directors. Thus, the Shares are not entitled to the same rights as shares issued by a corporation operating a business enterprise with management and a board of directors. By acquiring Shares, you are not acquiring the right to elect directors, to vote on certain matters regarding the issuer of your Shares or to take other actions normally associated with the ownership of shares, such as the right to bring "oppression" or "derivative" actions. You will only have the extremely limited rights described under "Description of the Shares."

The Value of the Shares Will be Adversely Affected if the Trust Is Required to Indemnify the Sponsor, the Custodian or the Cash Custodian as Contemplated in the Trust Agreement, the Custodian Agreement or the Cash Custody Agreement.

Under the Trust Agreement, each of the Sponsor and the Trustee has a right to be indemnified from the Trust for any liability or expense it incurs without gross negligence, bad faith or willful misconduct on its part. Under the Trust Agreement, the Trust's officers, directors, employees and agents also have a right to be indemnified from the Trust for any liability or expense they incur without gross negligence, bad faith, or willful misconduct on their part. Similarly, the Custodian Agreement and the Cash Custody Agreement each provide for indemnification of the Custodian and the Cash Custodian, respectively, by the Trust under certain circumstances. That means that it may be necessary to sell assets of the Trust to cover losses or liability suffered by any of the foregoing parties. Any sale of that kind would reduce the NAV of the Trust and the NAV per Share, to the detriment of holders of the Shares.

The Trust's BNB Trading May Subject the Trust to the Risk of Counterparty Non-Performance, Potentially Negatively Affecting the Market Price of the Shares.

For its trading needs, the Trust may buy BNB from and sell BNB to both digital asset exchanges and OTC trading counterparties; however, the Trust intends to trade BNB primarily in large orders

through OTC trading counterparties. The Trust will maintain delivery versus payment (“DVP”) and receive versus payment (“RVP”) terms with its digital asset exchange and OTC trading counterparties to reduce counterparty risk. Nevertheless, to the extent a digital asset exchange or OTC trading counterparty fails to perform, either by failing to deliver BNB when the Trust buys BNB, or by failing to deliver U.S. dollars when the Trust sells BNB, the Trust may not be able to issue or redeem (if ever permitted) Shares, respectively. This exposes the Trust to the risk that a digital asset exchange or OTC counterparty will not settle a transaction in accordance with its terms and conditions, thus causing the Trust to suffer a loss. Therefore, the Trust faces the risk of trade failure and non-performance by digital asset exchanges and OTC counterparties and such non-performance may cause some or all of the Trust’s trades, if any, to be unrealized.

The Trust’s BNB Holdings Could Become Illiquid Which Could Cause Large Losses to Shareholders at Any Time or From Time to Time.

The Trust may not always be able to liquidate its BNB at a desired price, or at all. It may become difficult to execute a trade at a specific price when there is a relatively small volume of buy and sell orders in the marketplace, including on digital asset exchanges and with OTC BNB participants.

A market disruption, such as a foreign government taking political actions that disrupt the market in its currency, its commodity production or exports, or in another major export, can also make it difficult to liquidate a position. In the event of a fork of the BNB Chain, certain digital asset exchanges and/or OTC counterparties may halt deposits and withdrawals of BNB for a set period of time thus reducing liquidity in the markets. Unexpected market illiquidity may cause major losses to Shareholders at any time. The large amount of BNB the Trust may acquire increases the risk of illiquidity by both making its BNB more difficult to liquidate and increasing the losses incurred while trying to do so. To the extent the Trust is unable to purchase or sell BNB at a desired price as a result of illiquidity, the Trust may not be able to effect issuances and redemptions (if permitted) of Shares for cash.

Transactions in BNB Are Irreversible and the Trust May Be Unable to Recover Improperly Transferred BNB.

BNB transactions on the BNB Blockchain are irreversible. An improper transfer, whether accidental or resulting from theft, can only be undone by the receiver of the BNB agreeing to send the BNB back to the original sender in a separate subsequent transaction. To the extent the Trust erroneously transfers, whether accidental or otherwise, BNB in incorrect amounts or to the wrong recipients, the Trust may be unable to recover the BNB, which could adversely affect an investment in the Shares.

The Trust’s BNB May Be Lost, Stolen or Subject to Other Inaccessibility.

There is a risk that part or all of the Trust’s BNB could be lost, stolen or destroyed. Although the Trust will secure the Trust’s BNB to seek to minimize the risk of loss, the Trust cannot guarantee that such a loss will be prevented. Access to the Trust’s BNB could also be restricted by natural events (such as a hurricane or earthquake pandemic) or human actions (such as a terrorist attack). Any of these events may adversely affect the operations of the Trust and, consequently, an investment in the Shares.

Any Disruptions to the Computer Technology Used by the Trust or its Service Providers Could Adversely Affect the Trust's Ability to Function and an Investment in the Shares.

The Trust will monitor its technology and may develop and redesign its technology, including enhancements and alterations that may be implemented from time to time, and it expects its service providers to do the same. In doing so, there is risk that failures may occur and result in service interruptions or other negative consequences. Any technology updates that cause disruptions in the proper functioning of the Trust's or any of its service provider's technology systems may have an adverse impact on the Trust and an investment in the Shares.

The Trust may take such steps as the Sponsor determines, in its sole judgment, to be required to maintain and upgrade its technology systems, in order to protect against failure, hacking, malware and general security threats, and it expects its service providers to take their own steps to maintain and upgrade their own technology systems with the same goals in mind. The Trust is not liable to Shareholders for the failure or penetration of technology systems absent gross negligence, willful misconduct or bad faith. To the extent technology systems fail or are penetrated, any loss of the Trust's BNB or loss of confidence in the Trust's ability to safeguard its BNB may adversely affect an investment in the Shares.

The Trust's Computer Infrastructure May be Vulnerable to Security Breaches. Any Such Problems Could Cause Interruptions in the Trust's Operations and Adversely Affect an Investment in the Shares.

The Trust's computer infrastructure is potentially vulnerable to physical or electronic computer break-ins, viruses and similar disruptive problems and security breaches. Any such problems or security breaches could give rise to a halt in the Trust's operations and expose the Trust to the risk of financial loss, litigation and other liabilities. In the event of a security breach, the Trust may cease operations, suspend redemptions or suffer a loss of BNB or other assets. Any of these events, particularly if they result in a loss of confidence in the Trust's ability to operate, could have a material adverse effect on an investment in the Shares.

Technology System Failures Could Cause Interruptions in the Trust's Ability to Operate.

If the Trust's systems fail to perform, the Trust could experience disruptions in operations and slower response times, which may cause delays in the Trust's ability to buy or sell BNB. Any such failures may also result in the theft, loss or damage of the Trust's BNB. Any such theft, loss or damage of the Trust's BNB would have a negative impact on the value of the Shares and adversely affect the Trust's ability to operate. In addition, a loss of confidence in the Trust's ability to secure the Trust's BNB with its technology system may adversely affect the Trust and the value of an investment in the Shares.

Staking Risk.

At any given time, a portion of the BNB held by the Trust will be bonded to the BNB Chain by the Staking Provider for purposes of securing inflationary network rewards and transaction fees. Staking is a discretionary activity that supports the operation and governance of the BNB Chain. BNB held by the Trust and staked to the BNB Chain is not immediately available for withdrawal

and subject to a seven day “unbonding” period before being freely transferrable. Currently, Staking on the BNB Chain is not subject to permanent loss from Slashing, though that may be subject to change pursuant to changes in the protocol software. In the future, the BNB Chain may adjust the protocol through its governance mechanism to change the minimum amount of BNB necessary to participate in Staking; the minimum amount of time required to Stake; the maximum amount of BNB a node can Stake; and the reward rate for Staking.

Regulatory Risks

The Trust is Not a Registered Investment Company.

The Trust is not a registered investment company subject to the Investment Company Act of 1940, as amended (the “1940 Act”). Consequently, Shareholders of the Trust do not have the regulatory protections provided to Shareholders in registered investment companies such as, for example, the requirement that investment companies have a certain percentage of disinterested directors and requirements as to the relationship between the investment company and certain of its affiliates.

The Trust Could Be, or Could Become, Subject to the Commodity Exchange Act.

Currently, the CFTC takes the position that digital assets such as BNB are commodities, although it has not issued regulations to formalize this position. The Trust is not registered as a commodity pool for purposes of the Commodity Exchange Act, and the Sponsor is not registered with the CFTC as a commodity pool operator, a commodity trading advisor or otherwise. While the Trust and the Sponsor will continue to monitor and evaluate whether any such registrations may be or may become required, there can be no assurance that the decision not to seek such registrations will not have an adverse effect on the Trust or the Sponsor.

Trading on Digital Asset Markets Outside the United States Is Not Subject to U.S. Regulation, and May Be Less Reliable than U.S. Markets.

To the extent any of the Trust’s trading is conducted on digital asset markets outside the U.S., trading on such markets is not regulated by any U.S. governmental agency and may involve certain risks not applicable to trading in U.S. markets. Certain foreign markets may be more susceptible to disruption than U.S. markets. These factors could adversely affect the performance of the Trust.

Future Regulations May Require the Trust to Become Registered, or May Impose Other Regulatory Burdens, Which Could Harm the Trust or Even Cause the Trust to Liquidate.

Current and future legislation, CFTC and SEC rulemaking and other regulatory developments may affect the manner in which BNB is treated for classification and clearing purposes, and the manner in which the Shares, the Trust and the Sponsor are regulated. Currently, the CFTC takes the position that digital assets are commodities and has brought enforcement actions against digital asset operators who have not registered as futures commission merchants or commodity pool operators, although several court challenges to this position are still pending and the CFTC has not yet issued regulations to formalize its position. However, the CFTC has announced that, as part of its 2020-2024 strategic plan, it will work to develop a “holistic framework” of regulation that would promote responsible innovation in digital assets. Although there have been several recent U.S. federal rulings with respect to whether virtual currencies are a form of money or a commodity,

these rulings are not definitive and the Sponsor and the Trust cannot be certain as to how future regulatory developments may affect the treatment of BNB under the law. In the face of such developments, new or additional registration and compliance steps may result in extraordinary expenses to the Trust. If the Sponsor decides to terminate the Trust in response to changed regulatory circumstances, the Trust may be dissolved or liquidated at a time that is disadvantageous to Shareholders.

To the extent that BNB is deemed to fall within the definition of a “commodity interest” under the CEA, the Trust and the Sponsor may be subject to additional regulation under the CEA and CFTC regulations. The Sponsor or the Trust may be required to register as a commodity pool operator or commodity trading advisor 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 nonrecurring expenses. If the Sponsor or the Trust determines not to comply with such additional regulatory requirements, the Sponsor will terminate the Trust. Any such termination could result in the liquidation of the Trust’s BNB at a time that is disadvantageous to Shareholders.

To the extent that BNB is deemed to fall within the definition of a “security” under U.S. federal securities laws, the Trust and the Sponsor may be subject to additional requirements under the 1940 Act and Investment Advisers Act. The Sponsor may be required to register as an investment adviser under the Advisers Act, and the Trust may be required to register as an investment company under the 1940 Act. Such additional registration may result in extraordinary, recurring and non-recurring expenses. If the Sponsor or the Trust determines not to comply with such additional regulatory requirements, the Sponsor will terminate the Trust. Any such termination could result in the liquidation of the Trust’s BNB at a time that is disadvantageous to Shareholders.

Banks May Not Provide Banking Services, or May Cut Off Banking Services, to Businesses that Provide BNB-Related Services or that Accept BNB as Payment, Which Could Directly Impact the Trust’s Operations, Damage the Public Perception of BNB and the Utility of BNB as a Payment System and Could Decrease the Price of BNB and Adversely Affect an Investment in the Shares.

A number of companies that provide digital asset-related services have been unable to find banks that are willing to provide them with bank accounts and banking services. This may have an adverse impact on the Trust’s operations. Similarly, a number of such companies have had their existing bank accounts closed by their banks. Banks may refuse to provide bank accounts and other banking services to digital asset-related companies or companies that accept BNB for a number of reasons, such as perceived compliance risks or costs. The difficulty that many businesses that provide digital asset-related services have and may continue to have in finding banks willing to provide them with bank accounts and other banking services may be currently decreasing the usefulness of BNB as a form of payment and harming public perception of BNB or could decrease its usefulness and harm its public perception in the future. Similarly, the usefulness of BNB as a form of payment system and the public perception of BNB could be damaged if banks were to close the accounts of many or of a few key businesses providing digital asset-related services. This could decrease the price of BNB and therefore adversely affect an investment in the Shares. It is unclear whether the recent decision by the OCC to allow national banks to provide cryptocurrency custody services may change this situation in the future. See “Information About the BNB Chain and BNB—Regulation of BNB—Certain Historical Developments.”

It May Be Illegal, Now or in the Future, to Acquire, Own, Hold, Sell or Use BNB in One or More Countries, and Ownership of, Holding or Trading in Shares May Also Be Considered Illegal and Subject to Sanctions.

The United States, China, Russia or other jurisdictions may take additional regulatory actions in the future that further, severely restrict the right to acquire, own, hold, sell or use BNB or to exchange BNB for fiat currency. Such an action may also result in the restriction of ownership, holding or trading in the Shares. Such a restriction could subject the Trust or the Sponsor to investigations, civil or criminal fines and penalties, which could harm the reputation of the Trust or its Sponsor, and could result in the termination and liquidation of the Trust at a time that is disadvantageous to Shareholders or may adversely affect an investment in the Shares.

If Regulatory Changes or Interpretations of the Trust's or Sponsor's Activities Require Registration as Money Service Businesses Under the Regulations Promulgated by FinCEN Under the Authority of the U.S. Bank Secrecy Act or as Money Transmitters or Digital Currency Businesses Under State Regimes for the Licensing of Such Businesses, the Trust and/or Sponsor Could Suffer Reputational Harm and Also Extraordinary, Recurring and/or Nonrecurring Expenses, Which Would Adversely Impact an Investment in the Shares.

If regulatory changes or interpretations of the Trust's or Sponsor's activities require the registration of the Trust or Sponsor as a money services business under the regulations promulgated by FinCEN under the authority of the U.S. Bank Secrecy Act, the Trust or Sponsor may be required to register and comply with such regulations. If regulatory changes or interpretations of the Trust's or Sponsor's activities require the licensing or other registration as a money transmitter or business engaged in digital currency activity (e.g., under the New York BitLicense regime, or equivalent designation) under state law in any state in which the Trust or Sponsor operates, the Trust or Sponsor may be required to seek licensure or otherwise register and comply with such state law. In the event of any such requirement, to the extent that the Sponsor decides to continue the Trust, the required registrations, licensure and regulatory compliance steps may result in extraordinary, non-recurring expenses to the Trust. Regulatory compliance would include, among other things, implementing anti-money laundering and consumer protection programs.

To the extent the Trust or Sponsor is found to have operated without appropriate state or federal licenses, it may be subject to investigation, administrative or court proceedings, and civil or criminal monetary fines and penalties, all of which would harm the reputation of the Trust or its Sponsor, decrease the liquidity of the Shares and have a material adverse effect on the price of the Shares. If the Sponsor decides to comply with such additional federal or state regulatory obligations and continue the Trust, the required registrations, licensure and regulatory compliance steps may result in extraordinary, nonrecurring expenses to the Trust, possibly affecting an investment in the Shares in a material and adverse manner. Furthermore, the Trust and its service providers may not be capable of complying with certain federal or state regulatory obligations applicable to money service businesses' money transmitters and businesses involved in digital currency business activity. If the Sponsor and/or the Trust determines not to comply with such requirements, the Sponsor will act to dissolve and liquidate the Trust. Any such termination could result in the liquidation of the Trust's BNB at a time that is disadvantageous to Shareholders.

Regulatory Tax Aspects of Staking Are Unclear.

Whether staking rewards (such as Staking Rewards) are immediately taxable is not clear due to a lack of guidance from the IRS and other tax authorities. The Trust can provide no assurances in this regard.

Potential Conflicts of Interest

Affiliates of the Sponsor may obtain exposure to BNB through investment in the Shares. In addition, affiliates of the Sponsor have substantial direct investments in BNB outside of the Trust. Such affiliates of the Sponsor are permitted to manage such investments, taking into account their own interests, without regard to the interests of the Trust or its Shareholders. To the extent that any substantial investment in BNB is initiated, materially increased or materially reduced, such investment can affect the BNB Price. The initiation of, or material increases in, a substantial investment in BNB may result in an increase in the BNB Price. A material reduction in a substantial investment may result in a decrease in the BNB Price, having a negative impact on the value of the Shares.

The Sponsor manages and expects to continue to manage other ventures, some of which may now or in the future have business objectives similar to or competing with those of the Trust. The Sponsor is not obligated to devote any specific amount of time to the affairs of the Trust and is not required to accord exclusivity or priority to the Trust in the event of investment opportunities arising from the application of speculative position limits or other factors. Situations may occur where the Trust could be disadvantaged because of the investment activities conducted by the Sponsor for other investment accounts.

Tax Risks

The Treatment of the Trust for U.S. Federal Income Tax Purposes Is Uncertain.

The Sponsor intends to take the position that the Trust will be 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, a *pro rata* portion of the Trust's income, gain, losses and deductions will "flow through" to each beneficial owner of Shares.

The Trust Agreement was drafted in a manner intended to clarify the Trust's classification as a grantor trust for U.S. federal income tax purposes. However, due to the absence of direct legal authority addressing the classification of an entity such as the Trust, the IRS or a court might not agree that the Trust is properly treated as a grantor trust for U.S. federal income tax purposes. In particular, there are many unique aspects to a grantor trust holding a virtual currency such as BNB and there is no guidance from the IRS or the courts as to how the grantor trust rules are to be applied to virtual currencies.

If the IRS were successful in asserting that 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. If the Trust were classified as a partnership for U.S. federal income tax purposes (that is not a publicly traded partnership as discussed below), 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 the timing of recognition of gain or loss. In addition, tax information reports provided to Shareholders would be made in a different form. If the Trust were treated as a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes, it would be subject to entity-level U.S. federal income tax (currently at a flat rate of 21%) on its net taxable income and certain distributions made by the Trust to Shareholders could be taxable as dividends to the extent of the Trust's current and accumulated earnings and profits (which, in the case of a Non-U.S. Holder, generally would be subject to U.S. federal withholding tax at a 30% rate (or a lower rate provided by an applicable income tax treaty)).

The Treatment of BNB for U.S. Federal Income Tax Purposes Is Uncertain.

The Trust intends to take the position that each beneficial owner of Shares generally will be treated for U.S. federal income tax purposes as the owner of an undivided interest in the BNB held in the Trust. Due to the absence of direct legal authority, many significant aspects of the U.S. federal income tax treatment of BNB are uncertain, and the Sponsor does not intend to request a ruling from the IRS on these issues. On March 25, 2014, the IRS released a notice (the "Notice") discussing certain aspects of the treatment of convertible virtual currencies for U.S. federal income tax purposes. The Sponsor believes BNB should be considered such a convertible virtual currency, though the IRS has not confirmed this belief and therefore no assurances may be provided in this regard. It is assumed for the remainder of this discussion that BNB should be considered such a convertible virtual currency. In the Notice, the IRS stated that, for U.S. federal income tax purposes, virtual currencies are "property" that is not currency and that BNB may be held as a capital asset (if it otherwise qualifies as such). However, the Notice is not binding on the IRS and, accordingly, the IRS might not accept, and a court might not uphold, this treatment. If BNB were treated as currency for U.S. federal income tax purposes, gain recognized on the disposition of BNB would constitute ordinary income, and losses recognized on the disposition of BNB could be subject to special reporting requirements applicable to "reportable transactions," among other tax consequences.

The Notice does not address other significant aspects of the U.S. federal income tax treatment of virtual currencies, including: (i) whether virtual currencies are properly treated as "commodities" for U.S. federal income tax purposes; (ii) whether virtual currencies are properly treated as "collectibles" for U.S. federal income tax purposes; (iii) the proper method of determining a holder's holding period and tax basis for virtual currencies acquired at different times or at varying prices; and (iv) whether and how a holder of virtual currencies acquired at different times or at varying prices may designate, for U.S. federal income tax purposes, which of the virtual currencies is transferred in a subsequent sale, exchange or other disposition.

In 2019, the IRS released a revenue ruling and a set of "Frequently Asked Questions" (the "Ruling & FAQs") that provide some additional guidance, including guidance to the effect that, under certain circumstances, hard forks of digital assets are taxable events giving rise to ordinary income and guidance with respect to the determination of the tax basis of digital assets. However, the Notice and the Ruling & FAQs do not address other significant aspects of the U.S. federal income tax treatment of digital assets. Moreover, although the Ruling & FAQs address the treatment of hard forks, there continues to be uncertainty with respect to the timing and amount of the income inclusions. While the Ruling & FAQs do not address most situations in which airdrops occur, it is clear from the reasoning of the Ruling & FAQs that the IRS generally would treat an airdrop as a taxable event giving rise to ordinary income.

There can be no assurance that the IRS will not alter its position with respect to digital assets in the future or that a court would uphold the treatment set forth in the Notice and the Ruling & FAQs. It is also unclear what additional guidance on the treatment of digital assets for U.S. federal income tax purposes may be issued in the future. Any such alteration of the current IRS positions or additional guidance could result in adverse tax consequences for shareholders and could have an adverse effect on the value of BNB. 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 will hold certain types of digital assets that are not within the scope of the Notice.

Prospective investors are urged to consult their tax advisers regarding the substantial uncertainty regarding the tax consequences of an investment in BNB or the Trust.

The Treatment of Staking for U.S. Federal Income Tax Purposes Is Uncertain.

The IRS has not provided any guidance regarding the tax treatment of staking and associated rewards (including Staking Rewards). It is unclear whether newly created reward tokens from staking activities are subject to immediate income taxation, whether they should be taxed only when sold, or some other alternative. The Sponsor can provide no assurances in this regard.

Future Developments in the Tax Treatment of BNB Could Adversely Affect an Investment in the Shares.

On December 5, 2014, the New York State Department of Taxation and Finance issued guidance regarding the application of New York State tax law to virtual currencies such as BNB. The agency determined that New York State would follow the Notice with respect to the treatment of virtual currencies such as BNB for state income tax purposes. Furthermore, the agency took the position that virtual currencies such as BNB are a form of “intangible property,” with the result that the purchase and sale of BNB for fiat currency is not subject to state sales tax (although transactions of BNB for other goods and services may be subject to sales tax under barter transaction treatment). It is unclear if other states will follow the guidance of the New York State Department of Taxation and Finance with respect to the treatment of virtual currencies such as BNB for income tax and sales tax purposes. If a state adopts a different treatment, such treatment may have negative consequences, including the imposition of a greater tax burden on investors in BNB or the imposition of a greater cost on the acquisition and disposition of BNB generally. Any such treatment may have a negative effect on prices of BNB in the digital asset exchange market and a negative impact on the Shares.

The treatment of virtual currencies such as BNB for tax purposes by foreign jurisdictions may differ from the treatment of virtual currencies by the IRS or the New York State Department of Taxation and Finance. If a foreign jurisdiction with a significant share of the market of BNB users imposes onerous tax burdens on BNB users, or imposes sales or value-added tax on purchases and sales of BNB for fiat currency, such actions could result in decreased demand for BNB in such jurisdiction, which could affect the price of BNB and negatively affect an investment in the Shares.

Any discussion of U.S. federal income tax matters set forth in this Memorandum or in any appendix hereto was written in connection with the promotion and marketing by the Trust and the Sponsor of the Shares. Such discussion is not intended or written to be legal or tax advice to any person and is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any U.S. federal tax penalties that may be imposed on such person. Each investor should seek advice based on its particular circumstances from an independent tax advisor.

Certain Other Risks

You Should Consult Your Own Legal, Tax and Financial Advisers Regarding the Desirability of an Investment in the Shares Because No Independent Advisers Were Appointed to Represent You in Connection with the Formation and Operation of the Trust.

While the Sponsor has consulted with legal, tax and financial advisers regarding the formation and operation of the Trust, no counsel has been appointed to represent you in connection with the offering of the Shares. Accordingly, you should consult your own counsel, accountants and other advisers before investing in the Shares.

Competing Claims Over Ownership of Intellectual Property Rights Related to the Trust Could Adversely Affect the Trust and an Investment in the Shares.

The Sponsor believes that all intellectual property rights needed to operate the Trust have been obtained by the Sponsor. However, third parties may allege or assert ownership of intellectual property rights which may be related to the design, structure and operations of the Trust. The negotiation, litigation or settlement of such claims may result in expenses or damages that could adversely affect the Trust or lead to its termination.

Third parties may assert intellectual property claims relating to the holding and transfer of BNB and the BNB Chain source code, as well as to the determination of the NAV of the trust or the Shares. Regardless of the merit of any intellectual property or other legal action, any threatened action that reduces confidence in BNB's long-term viability or the ability of end-users to hold and transfer BNB may adversely affect an investment in the Shares. Additionally, a meritorious intellectual property claim could prevent the Trust and others from accessing the BNB Blockchain, holding or transferring BNB, which could force the termination of the Trust and the liquidation of the Trust's BNB (if such liquidation is possible). As a result, an intellectual property claim against the Trust or other large participants within the BNB industry could adversely affect an investment in the Shares or the ability of the Trust to operate.

Additional Matters Related to the Business of the Trust

1. The form of organization of the issuer.

The Trust is a Delaware statutory trust.

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

The Trust was formed on November 15, 2021.

3. The issuer’s fiscal year end date.

The Trust’s fiscal year end date is December 31.

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

The Trust has not been in, and is not in the process of, any bankruptcy, receivership or any similar proceeding within the last three years.

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

The Trust has not undergone any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets within the last three years.

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

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

7. Any change of control.

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

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

The Trust has only one class of outstanding equity securities. The Shares were initially issued and sold in May 2022, and 3,603,729 Shares³ were sold through December 31, 2025. The Trust is an investment trust that has no limit on the number of Shares that can be issued. The Trust publishes the total number of Shares outstanding as of the end of each month on the Sponsor’s website at www.ospreyfund.io.

9. Any past, pending or anticipated stock split, stock dividend, recapitalization, merger, acquisition, spinoff, or reorganization.

During May 2022, the Trust began a continuous offering of an unlimited number of Shares with no par value, pursuant to Rule 506(c) of Regulation D under the Securities Act of 1933 (“Rule 506 Offering”). 2,902,321 Shares⁴ were sold pursuant to this offering.

On August 2, 2022, the Sponsor of the Trust declared a 1-to-6 reverse split of the Trust’s issued and outstanding Shares of fractional undivided beneficial interest. With the Share split, Shareholders of record received 1 Share of the Trust for each 6 Shares held. The effective date of the reverse split was August 3, 2022.

³ The 3,603,729 Shares reflect the 3-for-1 stock split effective May 15, 2024.

⁴ The 2,902,321 Shares reflect the 1-for-6 reverse stock effective August 3, 2022.

During April 2024, the Trust commenced an offering of Shares with no par value, up to \$10,000,000, registered in Connecticut and qualified in New York, pursuant to Rule 504 of Regulation D of the Securities Act (“Rule 504 Offering”). 701,408 Shares⁵ were sold pursuant to this offering. The Rule 504 Offering closed on May 10, 2024.

On May 15, 2024, the Sponsor effected a 3-for-1 stock split, where Shareholders received three Shares of the Trust for every one Share held as of the conversion date. The Shares that were issued prior to the split were adjusted retroactively to reflect the split.

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

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

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

None.

B. Business of Issuer.

1. The issuer’s primary and secondary SIC Codes.

The Trust’s primary SIC Code is 6221.

2. If the issuer has never conducted operations, is in the development stage, or is currently conducting operations.

The Trust is a passive entity with no operations, and the Sponsor administers and manages the Trust as described in “Description of the Trust.”

3. Whether the issuer has at any time been a “shell company.”

The Trust has not at any time been a “shell company.”

4. The names of any parent, subsidiary, or affiliate of the issuer, and its business purpose, its method of operation, its ownership, and whether it is included in the financial statements attached to this Annual Report.

⁵ The 701,408 Shares reflect the 3-for-1 stock split effective May 15, 2024.

THE SPONSOR

The Trust's Sponsor is Osprey Funds, LLC ("Osprey Funds"), a Delaware limited liability company formed on October 31, 2018. The Sponsor's principal place of business is 777 Brickell Avenue, Suite 500, Miami, FL 33131, and its telephone number is (914) 214-4697. Other funds under the Osprey name are also managed by the Sponsor. REX Financial, LLC and REX Shares, LLC are under common control with the Sponsor. Under the Delaware Limited Liability Company Act and the governing documents of the Sponsor, the Sponsors' Shareholders are not responsible for the debts, obligations and liabilities of the Sponsor solely by reason of being members 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 Advisers Act or the CEA.

No material litigation or proceeding (including any proceeding involving a conviction for any misdemeanor involving a security or any aspect of the securities business, or any felony, or any administrative proceeding or any disciplinary action by self-regulatory organizations) to which the Sponsor or any of its officers was named a party, has been commenced or resolved within the past ten years.

The Sponsor's Role

The Sponsor arranged for the creation of the Trust. The Sponsor will provide services to the Trust, and unless waived, will be paid a Management Fee equal to an annualized 2.50% of the average daily NAV of the Trust for each year; plus the Staking Rewards, which is a variable amount equal to the periodic staking rewards of the Trust gained from staking BNB. The Management Fee will accrue daily in BNB and will be payable, at the Sponsor's sole discretion, in BNB or in U.S. dollars at the BNB Market Price in effect at the time of such payment; and the Staking Rewards will accrue in BNB at the time the BNB is issued to the Trust by the applicable staking provider and will be payable, at the Sponsor's sole discretion, in BNB. The Sponsor expects that the Trust will pay the Management Fee in monthly installments in arrears.

The Sponsor will bear the routine operational, administrative and other ordinary fees and expenses of the Trust (the "Assumed Expenses"); provided, however, that the Trust shall be responsible for any non-routine and ordinary expenses in addition to the Management Fee and Staking Rewards, such as, but not limited to, taxes and governmental charges, expenses and costs, expenses and indemnities related to any extraordinary services performed by the Sponsor (or any other Service Provider, including the Trustee) on behalf of the Trust to protect the Trust or the interests of Shareholders, indemnification expenses, fees, and expenses related to public trading on OTCQX or to the listing, quotation or trading of the Shares on any national securities exchange (including customary legal, marketing and audit fees and expenses), and for the avoidance of doubt, including such fees and expenses incurred, whether or not yet paid, prior to the effective date of the Trust Agreement ("Extraordinary Expenses").

The Sponsor will: (1) select the Trustee, Custodian, Cash Custodian, and any other Trust service providers; (2) negotiate various agreements and fees for the Trust; (3) develop a marketing plan for

the Trust on an ongoing basis and prepare marketing materials regarding the Shares; (4) maintain the Trust's website; and (5) perform such other services as the Sponsor believes the Trust may require.

The Sponsor will engage the Custodian and the Cash Custodian (the "Service Providers") to assist in implementing the issuance (and redemption) process for the Trust.

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 Management Fee and the Staking Rewards are collectively paid by the Trust to the Sponsor as compensation for services performed under the Trust Agreement and for the Sponsor's agreement to pay the Assumed Expenses.

Conflicts of Interest

General

The Sponsor has not established formal procedures to resolve all potential conflicts of interest. Consequently, investors are 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.

Prospective investors should be aware that 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.

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 Rex Financial, LLC and REX Shares, LLC, companies under common control with the Sponsor. 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.

Proprietary Trading/Other Clients

Because the officers of the Sponsor may trade BNB 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, prospective investors should be aware that 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.

5. The effect of existing or probable governmental regulations on the business.

Please refer to “Regulatory Risks” for a discussion of the effect of existing or probable governmental regulations on the Trust’s operations.

6. An estimate of the amount spent during each of the last two fiscal years on research and development activities, and, if applicable, the extent to which the cost of such activities are borne directly by customers.

Not applicable.

7. Costs and effects of compliance with environmental laws (federal, state and local).

Not applicable.

8. The number of total employees and number of full-time employees.

The Trust has no employees. Under the agreements between Rex Services, LLC (“Rex Services”) and the Sponsor, Rex Services provides legal, compliance, general administrative, operational, and marketing support to the Sponsor. Rex Financial, LLC is the ultimate parent company of Rex Services. Rex Financial, LLC had 28 employees as of December 31, 2025.

Item 9. The nature of products or services offered.

A. Principal products or services, and their markets.

The investment objective of the Trust is solely for the Shares to realize long-term capital appreciation by tracking the price of BNB tokens, the native token to the BNB Chain, as defined below (“BNB”) on each business day, less liabilities and expenses of the Trust. The Shares are designed as a convenient and cost-effective method for investors to gain investment exposure to BNB without making a direct investment in BNB.

B. Distribution methods of the products or services.

Not applicable.

C. Status of any publicly announced new product or service.

Not applicable.

D. Competitive business conditions, the issuer’s competitive position in the industries, and methods of competition.

BNB is not the only available digital asset. Other digital currencies that have been developed prior to or since the inception of BNB, including, but not limited to, Bitcoin, Ethereum, XRP, Litecoin, Cardano, Monero, EOS, DOT and Zcash. Although a competitive digital asset could displace the market share BNB currently occupies, or a competitive blockchain could take market share from the BNB Chain, it would face significant headwinds due to the network effect and financial and intellectual investments currently enjoyed by BNB and the BNB Chain as one of the market leaders. As of March 19, 2026, BNB’s market capitalization was estimated to be approximately \$87.9 billion.

E. Sources and availability of raw materials and the names of principal suppliers.

Not applicable.

F. Dependence on one or a few major customers.

Not applicable.

G. Patents, trademarks, licenses, franchises, concessions, royalty agreements or labor contracts, including their duration.

Not applicable.

H. The need for any government approval of principal products or services and the status of any requested government approvals.

See the discussion set forth under the heading “Regulatory Risks.”

Item 10. The nature and extent of the issuer’s facilities.

The Trust is a passive entity with no operations, and the Sponsor administers and manages the Trust as described in the “Description of the Trust.” The principal office of the Sponsor is located at 777 Brickell Avenue, Suite 500 Miami, FL 33131.

PART D. MANAGEMENT STRUCTURE AND FINANCIAL INFORMATION

Item 11. Company Insiders (Officers, Directors, and Control Persons)

A. Management of the Sponsor

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, Gregory D. King, the Chief Executive Officer of the Sponsor, and Robert Rokose, the Chief Financial 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.

The following individuals are the officers of the Sponsor responsible for overseeing the business and operations of the Trust:

Gregory D. King, Chief Executive Officer

Gregory D. King is Founder and CEO of Osprey Funds, LLC, and has served as CEO of the Sponsor since the inception of Osprey Funds in October 2018. Mr. King is the primary author of several financial industry innovations including creating the first-ever exchange-traded note (“ETN”) for Barclays in 2006. In 2009, Mr. King co-founded VelocityShares, LLC, a provider of alternative exchange-traded products (“ETPs”), partnering with Credit Suisse as product issuer. VelocityShares was acquired by Janus Capital in 2014. During his career, Mr. King has created and launched over 100 exchange-traded funds and notes for Barclays, Credit Suisse, Global X Funds, VelocityShares, Rex Shares, and Osprey Funds. Mr. King received a Master’s in Business Administration from the University of California at Davis and is a CFA Charter holder. He has been an investor in Bitcoin since 2013.

Robert Rokose, Chief Financial Officer

Robert Rokose became Treasurer and CFO of the Sponsor in March 2020. He is also CFO of REX Shares, LLC. Bob has over 30 years of accounting and financial services experience. His previous roles include CFO of U.S. Funds at JP Morgan Asset Management, Managing Director and CFO for PIMCO/Allianz Funds, and Assistant Vice President and Assistant Controller of publicly-held Lexington Global Asset Managers. Mr. Rokose has served as a Financial Services Consultant and has acted in that role since November 2016. From May 2014 to October 2016, Mr. Rokose was Chief Financial Officer and Treasurer of AccuShares Investment Management where he led all financial accounting and reporting for the organization. Mr. Rokose is a Certified Public Accountant, licensed in the state of New York. He has an undergraduate degree from Pace University and a Master's of Business Administration from the University of Connecticut.

Gregory Collett, General Counsel

Gregory Collett became General Counsel of the Sponsor in November 2024. He is also General Counsel of REX Shares, LLC, originally the parent company of the Sponsor. Greg has twenty-seven years of both legal and business experience in financial services. Prior to joining the Sponsor, Greg was General Counsel of SwapGlobal, Inc., a crypto-focused derivatives dealer. Prior to that, he was President of BlockFi | NB, a joint venture between Neuberger Berman and BlockFi to launch crypto-focused asset management products. From 2014-2020, Greg served as Director of Investment Products for a subsidiary of the World Gold Council, in which role his responsibilities included overseeing the SPDR[®] Gold Trust (Symbol: GLD[®]), the largest ETF in the world backed by physical gold, in addition to other investment products. Greg launched the first commodity pool ETF on a U.S. exchange while working for Deutsche Bank from 2002-2008, and he began his career as an attorney-advisor for the U.S. Commodity Futures Trading Commission. He holds a J.D. from George Washington University Law School and a B.A. from Colgate University.

Sponsor Compensation

The Sponsor arranged for the creation of the Trust. The Sponsor will provide services to the Trust, and unless waived, will be paid a Management Fee equal to an annualized 2.50% of the average daily NAV of the Trust for each year; plus the Staking Rewards, which is a variable amount equal to the periodic staking rewards of the Trust gained from staking BNB.

Compensation of Directors

Not applicable.

Business Address

The business address for each of the Sponsor's officers is c/o Osprey Funds, LLC, 777 Brickell Avenue, Suite 500, Miami, FL 33131.

Number and class of the issuer’s securities beneficially owned by each such person.

Name and Address of Beneficial Owner	Shares of the Trust owned as of 12/31/2025
Gregory King, Chief Executive Officer.....	1,749
Robert Rokose, Chief Financial Officer	171
Gregory Collett, General Counsel.....	0

B. Other Control Persons

The Purchasers have no voting rights in the Trust or the Sponsor, and there are currently no redemption rights associated with the Trust; the Sponsor does not believe any purchasers are a control person of the Sponsor.

The number of Shares beneficially owned and the percentages of beneficial ownership set forth below are based on the number of Shares outstanding as of December 31, 2025.

Off The Chain, LP: 2,246,030 Shares (62%)
10337 Los Feliz Dr.
Orlando, FL 32836
Beneficial Owner: Brian Estes

C. Legal/Disciplinary History

None.

D. Disclosure of Family Relationships

None.

E. Disclosure of Related Party Transactions

None.

F. Disclosure of Conflicts of Interest

See “Potential Conflicts of Interest” and “Conflicts of Interest.”

Item 12. Financial information for the issuer’s most recent fiscal period.

The Trust’s audited financial statements for year ended December 31, 2025, are attached as Exhibit 1 to this Annual Report. The historical results presented herein are not necessarily indicative of financial results to be achieved in future periods. The Trust’s audited financial statements attached as exhibits to this Annual Report are incorporated herein by reference and are considered as part of this Annual Report.

Item 13. Similar financial information for such part of the two preceding fiscal years as the issuer or its predecessor has been in existence.

Such financial statements are incorporated by reference. Osprey BNB Chain Trust financial statements for the years ended December 31, 2024, and 2023 are attached in Exhibit 1 of “Annual Report – 2024 and 2023”. This report can be found in the Disclosure section of OBNB’s page on the OTC Markets website at OTCMarkets.com, or linked [here](#) for December 31, 2024, and [here](#) for December 31, 2023.

Item 14. The name, address, telephone number, and email address of each of the following outside providers that advise the issuer on matters relating to operations, business development and disclosure:

4. Independent Auditor

Cherry Bekaert LLP
201 E. Las Olas Blvd.
Suite 2010
Fort Lauderdale, FL 33301
Telephone: (954) 556-1720

7. Any other advisor(s) that assisted, advised, prepared or provided information with respect to this Annual Report - the information shall include the telephone number and email address of each advisor.

Not applicable.

Item 15. Management’s Discussion and Analysis.

The following discussion and analysis of our financial condition and results of operations should be read together with, and is qualified in its entirety by reference to, our audited financial statements and related notes included elsewhere in this Annual Report, which have been prepared in accordance with GAAP. The following discussion may contain forward-looking statements based on current expectations that involve risks and uncertainties. Our actual results could differ materially from those discussed in these forward-looking statements as a result of various factors, including those set forth under “Risk Factors and Potential Conflicts of Interest,” “Cautionary Note Regarding Forward-Looking Statements” or in other sections of this Annual Report.

Trust Overview

The investment objective of the Trust is solely for the Shares to realize long-term capital appreciation by tracking the price of BNB tokens, on each business day, less liabilities and expenses of the Trust. The Shares are designed as a convenient and cost-effective method for investors to gain investment exposure to BNB without making a direct investment in BNB.

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 BNB.

Proceeds received by the Trust from the issuance and sale of Shares will be used to acquire BNB. The Trust may accrue staked, forked, or airdropped cryptocurrency coins from the BNB Network,

or their respective U.S. dollar cash equivalents. Such BNB will in all cases be (1) owned by the Trust and held by the Custodian; (2) disbursed (after conversion to U.S. dollars, as applicable) to pay the Trust's expenses; (3) distributed (after conversion to U.S. dollars, as applicable) to holders of the Trust's Shares ("Shareholders") in connection with the redemption of Shares, if and when redemptions of Shares are ever permitted; (4) distributed (after conversion to U.S. dollars, as applicable), to Shareholders as dividends, if and when dividends are ever paid; and (5) liquidated in the event that the Trust is terminated or as otherwise required by law or regulation.

At this time, the Trust is not operating a redemption program for Shares and therefore Shares are not redeemable by the Trust. In addition, the Trust may halt issuances of Shares for extended periods of time. As a result, the value of the Shares of the Trust may not approximate, and when traded on any secondary market, the Shares may trade at a substantial premium over, or discount to, the value of the BNB held by the Trust, less the Trust's expenses and other liabilities.

Trust Expenses

The Trust's only ordinary recurring charge is expected to be the remuneration due to the Sponsor (the "Management Fee"). The Management Fee equals 2.50% of the Trust assets per annum. The Sponsor expects that the Trust will pay the Management Fee in monthly installments in arrears.

The Sponsor will bear the routine operational, administrative and other ordinary fees and expenses of the Trust (the "Assumed Expenses"); provided, however, that the Trust shall be responsible for any non-routine and ordinary expenses, in addition to the Management Fee and the Staking Rewards, such as, but not limited to, taxes and governmental charges, expenses and costs, expenses and indemnities related to any extraordinary services performed by the Sponsor (or any other Service Provider, including the Trustee) on behalf of the Trust to protect the Trust or the interests of Shareholders, indemnification expenses, fees, and expenses related to public trading on OTCQX or to the listing, quotation or trading of the Shares on any national securities exchange (including customary legal, marketing and audit fees and expenses), and for the avoidance of doubt, including such fees and expenses incurred, whether or not yet paid, prior to the effective date of this Trust Agreement ("Extraordinary Expenses").

Staking Rewards

The Sponsor is committed to supporting the Binance community and ecosystem. To this end, the Sponsor will ensure that a portion of BNB held by the Trust will be staked by the Staking Provider to the BNB Chain ("staked") for purposes of receiving rewards and participating in community governance programs, should they be available. BNB staked to the BNB Chain receives distributions in the form of BNB. Such rewards ("Staking Rewards") are variable and will accrue to the benefit of the Sponsor only (i.e., paid entirely, promptly by the Trust to the Sponsor as received), and will be used, in part, to cover expenses related to operating the Trust. Any staking activity will have no material impact on the investment objective of the Trust which is to track the price of BNB.

Review of Financial Results

Audited financial statements for year ended December 31, 2025, are attached.

PART E. ISSUANCE HISTORY

Item 16. List of securities offerings and Shares issued for services in the past two years.

The Trust has only one class of outstanding equity securities. Each Share was sold for \$5.00 at inception of the Trust and afterwards Share price is determined based on NAV applicable to the day on which that subscription amount is invested.

During April 2024, the Trust commenced an offering of Shares with no par value, up to \$10,000,000, registered in Connecticut and qualified in New York, pursuant to Rule 504 of Regulation D of the Securities Act (“Rule 504 Offering”). 701,408 Shares⁶ were sold pursuant to this offering. The Rule 504 Offering closed on May 10, 2024.

On May 15, 2024, the Sponsor effected a 3-for-1 stock split, where Shareholders received three Shares of the Trust for every one Share held as of the conversion date. The Shares that were issued prior to the split were adjusted retroactively to reflect the split.

On December 12, 2024, the Trust’s Shares began trading on the OTCQX U.S. market, operated by OTC Markets Group, Inc., under the ticker symbol “OBNB”.

As of December 31, 2025, there were 3,603,729 Shares issued and outstanding. The outstanding Shares include 222,127 restricted securities that cannot be resold without registration or an exemption from registration under the Securities Act of 1933, and unrestricted securities.

The Trust as an investment trust has no limit on the number of Shares that can be issued. The Trust publishes the total number of Shares outstanding as of the end of each month on the Sponsor’s website at <http://www.ospreyfund.io>. The Shares offered by the Trust have not been registered under the Securities Act, or any state or other securities laws, were offered and sold only to Accredited Investors, and were each sold in compliance with all applicable state or other securities laws.

PART F. EXHIBITS

Item 17. Material Contracts.

TRUST AGREEMENT

The Trust Agreement establishes the roles, rights and duties of the Sponsor and the Trustee.

Liability of the Sponsor and Indemnification

The Sponsor and its affiliates (each a “Covered Person”) will not be liable to the Trust or any Shareholder for any action taken, or for refraining from taking any action in good faith, having determined that such course of conduct was in the best interests of the Trust. However, the preceding liability exclusion will not protect the Sponsor against any liability resulting from its own willful misconduct, bad faith or gross negligence in the performance of its duties.

⁶ The 701,408 Shares reflect the 3-for-1 stock split effective May 15, 2024.

Each Covered Person will be indemnified by the Trust and held harmless 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, without fraud, gross negligence, bad faith, willful misconduct or a material breach of the Trust Agreement on the part of such indemnified party arising out of or in connection with the performance of its obligations under the Trust Agreement and under each other agreement entered into by the Sponsor in furtherance of the administration of the Trust (including, without limiting the scope of the foregoing, any Subscription Agreement) or any actions taken in accordance with the provisions of the Trust Agreement. Such indemnity shall include payment from the Trust of the costs and expenses incurred by such indemnified party in defending itself against any claim or liability in its capacity as Sponsor. Any amounts payable to an indemnified party may be payable in advance or shall be secured by a lien on the Trust. The Sponsor may, in its discretion, undertake any action that it may deem necessary or desirable in respect of the Trust Agreement and the interests of the Shareholders and, in such event, the legal expenses and costs of any such actions shall be expenses and costs of the Trust and the Sponsor shall be entitled to be reimbursed therefor by the Trust.

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.

The Trust Agreement provides that, in addition to any other requirements of applicable law, no Shareholder shall have the right, power or authority to bring or maintain a derivative action, suit or other proceeding on behalf of the 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, provided, however, that the preceding limitation shall not apply to derivative actions brought in the name of the Trust under the federal securities laws and the rules and regulations thereunder.

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, in its own discretion, 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 Extraordinary Expenses. The Sponsor will be entitled to be reimbursed for the Extraordinary Expenses.

Successor Sponsors

If the Sponsor is adjudged bankrupt or insolvent, the Sponsor may terminate and liquidate the Trust and distribute its remaining assets in the Sponsor's capacity as Liquidating Trustee.

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, 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 management authority with respect to the Trust is vested directly in the Sponsor. The Trust Agreement provides that the Trustee is not responsible or liable for the genuineness, enforceability, collectability, value, sufficiency, location or existence of any of the BNB 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 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, 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 the Trust shall not 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.

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. Other than by issuance of the Shares, the Trust has not created, incurred or assumed, and will not create, incur or assume, any indebtedness and it has not borrowed, and will not 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, attorney 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 60 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, shall appoint a successor trustee. The successor Trustee will become fully vested with all of the rights, powers, duties and obligations of the outgoing Trustee.

Amendments to the Trust Agreement

The Sponsor may amend the Trust Agreement without the consent of any Shareholder if the amendment does not materially adversely affect the interests of the Shareholders or affect the allocation of profits and losses among the Shareholders or between the Shareholders and the Sponsor. Any amendment that adversely affects the rights of Shareholders, dissolves the Trust or makes any material change to the Trust's basic investment policies or structure must be approved by the affirmative vote of Shareholders owning at least 50% of the outstanding Shares.

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 BNB or seizes, impounds or otherwise restricts access to Trust assets;

- 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, and the Sponsor has made the determination that dissolution of the Trust is advisable;
- the Trust is required to obtain a license or make a registration under any state law regulating money transmitters, money services business, providers of prepaid or stored value, virtual currency business or similar entities, and the Sponsor has made the determination that dissolution of the Trust is advisable;
- 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 BNB Price;
- any ongoing event exists that either prevents the Trust from converting or makes impractical the Trust’s reasonable efforts to convert BNB to U.S. dollars;
- the filing of a certificate of dissolution or revocation of the Sponsor’s charter (and the expiration of 90 days after the date of notice to the Sponsor of revocation without a reinstatement of its charter) or upon the withdrawal, removal, adjudication or admission of bankruptcy or insolvency of the Sponsor, or an event of withdrawal (each of the foregoing events an “Event of Withdrawal”) unless at the time there is at least one remaining Sponsor; or
- the Custodian resigns or is removed without replacement

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 1940 Act;
- the CFTC determines that the Trust is a commodity pool under the CEA;
- the Trust becomes insolvent or bankrupt;
- all of the Trust’s assets are sold;
- the determination of the Sponsor that the ongoing management and operations of the Trust is imprudent or impractical and contrary to the interest of Shareholder, or that the aggregate net assets of the Trust in relation to the operating expenses of the Trust make it unreasonable or imprudent to continue the activities 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 Code; or
- if the Trustee notifies the Sponsor of the Trustee’s election to resign and the Sponsor does not appoint a successor trustee within 60 days, the Trust will dissolve.

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 estate, custodian or personal representative shall have no right to withdraw or value such Shareholder’s Shares. Each Shareholder (and any assignee thereof) expressly agrees that in the event of his death, he waives on behalf of himself and his estate, and he directs the legal representative of his 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 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 or BNB or both, at the sole discretion of the Sponsor, after the Sponsor has sold the Trust's BNB and has paid or made provision for the Trust's claims and obligations.

Governing Law; Consent to Jurisdiction

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. The Sponsor, the Trustee and, by accepting Shares, each Shareholder consent to the jurisdiction of the courts of the State of New York and any federal courts located in the borough of Manhattan in New York City.

BitGo Custodial Services Agreement

The BitGo Custodial Services Agreement (the "Custodian Agreement") establishes the rights and responsibilities of the Custodian.

Access to the BNB Account; Deposits, Withdrawals and Storage

The Custodian has been engaged to establish and maintain one or more custody accounts for the receipt, safekeeping and maintenance of the digital assets, and, to the extent applicable, fiat currency, of the Trust. The term "digital assets" includes digital assets, virtual currencies, tokens, or coins held for the Trust under the terms of the Custodian Agreement. BNB stored will be stored in the "Custodial Account" and segregated from the property of the Custodian and the assets of other customers of the Custodian. The Sponsor will maintain security and control of the keys and security codes for the Custodial Account. The Custodian provides the Sponsor with the option to create non-custodial wallets to support certain digital assets ("Wallet Services") provided by BitGo, Inc., an affiliate of the Custodian. Wallet Services provide access to wallets wherein BitGo, Inc. holds a minority of the keys and the Sponsor holds a majority of the keys. To the extent applicable, Wallet Services enable the Sponsor to interface with virtual currency networks to view and transmit information about a public blockchain address.

Standard of Care; Limitations of Liability

Under the Custodian Agreement, the Custodian will use commercially reasonable efforts to provide technical support, respond to and resolve support requests in a timely manner to the extent reasonably practicable, abide by the terms of the Service Level Agreement (available at <https://www.bitgo.com/resources/bitgo-service-level-agreement>), and make Custodial Accounts available via the Internet twenty-four (24) hours a day, seven (7) days a week. The Custodian, however, is not responsible for any loss or damage suffered by the Trust as a result of the Custodian performing its obligations unless such loss or damage results from an act of gross negligence, fraud, or willful misconduct on the part of the Custodian. The Custodian is not responsible for the title, validity, or genuineness of any asset received or delivered pursuant to the Custodian Agreement. The Custodian also is not responsible for acting on instructions reasonably believed to be given by the Sponsor and the Sponsor is responsible for losses resulting from inaccurate instructions.

The Custodian is not responsible for special, indirect or consequential damages, nor for losses due to events of force majeure. The Custodian will obtain or maintain insurance coverage in such types and amounts as commercially reasonable for the services provided under the Custodian Agreement

with respect to Custodial Services and not Wallet Services (where one or more keys are held by the Sponsor or its designee).

Indemnity

Under the Custodian Agreement, the Trust agrees to hold harmless the Custodian and each of the Custodian's affiliates and service providers, and each of such other party's respective officers, directors, employees, agents or delegates from any losses which may be suffered or incurred by such party or any of such party's affiliates, service providers, officers, directors, employees, agents or delegates directly or indirectly in connection with or as a result of any service performed or action permitted under the Custodian Agreement or the occurrence of any Losses (as defined in the Custodian Agreement), unless caused by the gross negligence, fraud or willful misconduct of the Custodian. Custodian's liability for gross negligence is limited to the value of the affected digital assets or fiat currency, as applicable.

Modification of Agreement

The Agreement may be modified or amended by the Trust or the Custodian provided any modification or addition is in writing signed by a duly authorized representative of each party.

Governing Law; Consent to Jurisdiction

The Custodial Services Agreement is governed by laws of the State of South Dakota, except to the extent governed by federal law of the United States of America.

Item 18. Articles of Incorporation and Bylaws.

Attached as an exhibit hereto is a copy of the Amended and Restated Declaration of Trust and Trust Agreement of Osprey BNB Chain Trust, dated as of March 26, 2025.

Item 19. Purchases of Equity Securities by the Issuer and Affiliated Purchasers.

Not applicable.

Item 20. Issuer Certifications

I, Robert Rokose, certify that:

1. I have reviewed this Annual Report of Osprey BNB Chain Trust.
2. Based on my knowledge, this Annual Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Annual Report; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this Annual Report, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this Annual Report.

Date: March 31, 2026

/s/ Robert J. Rokose

By: Robert J. Rokose
Title: (Chief Financial Officer) of
Osprey Funds, LLC

I, Gregory D. King, certify that:

1. I have reviewed this Annual Report of Osprey BNB Chain Trust.
2. Based on my knowledge, this Annual Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Annual Report; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this Annual Report, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this Annual Report.

Date: March 31, 2026

/s/ Gregory D. King

By: Gregory D. King
Title: (Chief Executive Officer) of
Osprey Funds, LLC

Exhibit 1

Audited Financial Statements for the year ended December 31, 2025.



**Osprey BNB Chain Trust
Financial Statements**

December 31, 2025 and December 31, 2024

Osprey BNB Chain Trust

Table of Contents

	Page
Report of Independent Registered Public Accounting Firm (PCAOB ID: 677)	1
Financial Statements	
Statements of Assets and Liabilities at December 31, 2025 and December 31, 2024	2
Schedules of Investment at December 31, 2025 and December 31, 2024	3
Statements of Operations for the years ended December 31, 2025 and 2024	4
Statements of Changes in Net Assets for years ended December 31, 2025 and 2024	5
Notes to the Financial Statements	6-16

Report of Independent Registered Public Accounting Firm

To the Shareholders and Sponsor
Osprey BNB Chain Trust
Miami, Florida

Opinion on the Financial Statements

We have audited the accompanying statements of assets and liabilities of Osprey BNB Chain Trust (the “Trust”), including the schedules of investment, as of December 31, 2025 and 2024, and the related statements of operations and changes in net assets for each of the years in the two-year period ended December 31, 2025, and the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Trust as of December 31, 2025 and 2024, and the results of its operations and the changes in its net assets for each of the years in the two year period ended December 31, 2025, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Trust’s management. Our responsibility is to express an opinion on the Trust’s financial statements based on our audits. 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 Company 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 audits 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 statements are free of material misstatement, whether due to error or fraud. The Trust is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Trust’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

We have served as the Trust’s auditor since 2022.

Cherry Bekaert LLP

Virginia Beach, Virginia
March 31, 2026

Osprey BNB Chain Trust
Statements of Assets and Liabilities
December 31, 2025 and December 31, 2024

(Amounts in U.S. dollars, except Shares issued and outstanding)

	December 31, 2025	December 31, 2024
Assets		
Investment in BNB, at fair value (cost \$39,901,328 and \$40,670,911, respectively), including \$53,811,077 and \$59,732,202 staked BNB, respectively	\$ 75,499,564	\$ 63,024,775
Cash	1,153	101,408
Other assets	36,179	36,116
Total assets	<u>75,536,896</u>	<u>63,162,299</u>
Liabilities		
Subscriptions received in advance	-	100,000
Staking rewards payable to Sponsor	21,308	45,045
Management Fee payable	160,024	119,587
Other payable	102,800	-
Due to Sponsor	1,155	1,410
Total liabilities	<u>285,287</u>	<u>266,042</u>
Net assets	<u>\$ 75,251,609</u>	<u>\$ 62,896,257</u>
Net assets		
Paid-in capital	\$ 42,042,249	\$ 41,842,275
Accumulated net investment loss	(3,509,738)	(1,441,409)
Accumulated net realized gain on investment in BNB	1,120,208	141,673
Accumulated net change in unrealized appreciation on investment in BNB	<u>35,598,890</u>	<u>22,353,718</u>
	<u>\$ 75,251,609</u>	<u>\$ 62,896,257</u>
Shares issued and outstanding, no par value (unlimited shares authorized)	<u>3,603,729</u>	<u>3,592,001</u>
Net asset value per Share	<u>\$ 20.88</u>	<u>\$ 17.51</u>

The accompanying notes are an integral part of these financial statements.

Osprey BNB Chain Trust
Schedules of Investment
December 31, 2025 and December 31, 2024

(Amounts in U.S. dollars, except Units and Percentage of Net Assets)

December 31, 2025

	<u>Units</u>	<u>Fair Value</u>	<u>Percentage of Net Assets</u>
Investment in BNB * (cost \$39,901,328)	87,596.66	\$ 75,499,564	100 %
Liabilities, less cash and other assets		(247,955)	(0) %
Net assets		<u>\$ 75,251,609</u>	<u>100 %</u>

* amount includes \$53,811,077 of staked BNB as discussed in Notes 2 and 3.

December 31, 2024

	<u>Units</u>	<u>Fair Value</u>	<u>Percentage of Net Assets</u>
Investment in BNB * (cost \$40,670,911)	89,858.05	\$ 63,024,775	100 %
Liabilities, less cash and other assets		(128,518)	(0) %
Net assets		<u>\$ 62,896,257</u>	<u>100 %</u>

* amount includes \$59,732,202 of staked BNB as discussed in Notes 2 and 3.

The accompanying notes are an integral part of these financial statements.

Osprey BNB Chain Trust
Statements of Operations
For years ended December 31, 2025 and 2024

(Amounts in U.S. dollars)

	<u>Year ended December 31, 2025</u>	<u>Year ended December 31, 2024</u>
Investment income		
Income		
Staking rewards income, net	\$ 492,922	\$ 480,661
Other income	26	1,309
Total income	<u>492,948</u>	<u>481,970</u>
Expenses		
Staking rewards owed to the Sponsor	492,922	480,661
Management fee	1,706,489	984,750
Professional fees and other	361,866	62,574
Total expenses	<u>2,561,277</u>	<u>1,527,985</u>
Net investment loss	<u>(2,068,329)</u>	<u>(1,046,015)</u>
Net realized gain and net change in unrealized appreciation on investment in BNB		
Net realized gain on investment in BNB	978,535	279,498
Net change in unrealized appreciation on investment in BNB	<u>13,245,172</u>	<u>25,496,685</u>
Net realized gain and net change in unrealized appreciation on investment in BNB	<u>14,223,707</u>	<u>25,776,183</u>
Net increase in net assets resulting from operations	<u>\$ 12,155,378</u>	<u>\$ 24,730,168</u>

The accompanying notes are an integral part of these financial statements.

Osprey BNB Chain Trust
Statements of Changes in Net Assets
For years ended December 31, 2025 and 2024

(Amounts in U.S. dollars, except Shares issued and outstanding)

	Year ended December 31, 2025	Year ended December 31, 2024
Increase in net assets from operations		
Net investment loss	\$ (2,068,329)	\$ (1,046,015)
Net realized gain on investment in BNB	978,535	279,498
Net change in unrealized appreciation on investment in BNB	13,245,172	25,496,685
Net increase in net assets resulting from operations	<u>12,155,378</u>	<u>24,730,168</u>
Increase in net assets from capital transactions		
Subscriptions	<u>199,974</u>	<u>23,018,265</u>
Net increase in net assets	<u>12,355,352</u>	<u>47,748,433</u>
Net assets at the beginning of the year	62,896,257	15,147,824
Net assets at the end of the year	<u>\$ 75,251,609</u>	<u>\$ 62,896,257</u>
Change in shares issued and outstanding		
Shares outstanding at the beginning of the year	3,592,001	1,882,401 ⁽¹⁾
Subscriptions	<u>11,728</u>	<u>1,709,600 ⁽¹⁾</u>
Shares issued and outstanding at the end of the year	<u>3,603,729</u>	<u>3,592,001</u>

⁽¹⁾ Shares have been adjusted retroactively to reflect the 3:1 stock split effective May 15, 2024. See Note 2.

The accompanying notes are an integral part of these financial statements.

Osprey BNB Chain Trust

Notes to the Financial Statements

As of December 31, 2025

1. Organization

Osprey BNB Chain Trust (the "Trust") is a Delaware Statutory Trust that was formed on November 15, 2021, and commenced operations on May 5, 2022, and is governed by the Amended and Restated Declaration of Trust and Trust Agreement dated March 26, 2025, as amended by Amendment No. 1 dated November 12, 2025 (collectively, the "Trust Agreement"). In general, the Trust holds the cryptocurrency BNB ("BNB") and, from time to time, issues common units of fractional undivided beneficial interest ("Shares") in exchange for BNB. The investment objective of the Trust is solely for the Shares to realize long-term capital appreciation by tracking the price of BNB tokens, the native token to the BNB Chain, less liabilities and expenses of the Trust. The Shares are designed as a method for investors to gain investment exposure to BNB, similar to a direct investment in BNB.

Osprey Funds, LLC (the "Sponsor") acts as the sponsor of the Trust. Other funds under the Osprey name are also managed by the Sponsor. The Sponsor is responsible for the day-to-day administration of the Trust pursuant to the provisions of the Trust Agreement. The Sponsor is responsible for preparing and providing annual reports on behalf of the Trust to investors and is also responsible for selecting and monitoring the Trust's service providers. As partial consideration for the Sponsor's services, the Trust assigns staking rewards to the Sponsor and expects to pay the Sponsor a management fee (collectively, "Sponsor's Fee") as discussed in Notes 2 and 5. Pursuant to agreements between REX Services, LLC ("REX Services") and the Sponsor, REX Services provides legal, compliance, general administrative, operational, and marketing support to the Sponsor. REX Financial, Inc. is the parent company of REX Services and REX Financial, LLC is the parent of REX Financial, Inc.

Effective April 9, 2025, BitGo Trust Company, Inc. serves as the custodian of the Trust (the "Custodian") and is responsible for safeguarding the BNB held by the Trust. The Custodian (directly, or through an affiliate) is also responsible for administering the coordination, execution, and reward management associated with staking services to the Trust. Prior to April 9, 2025, custodial services were provided by Copper Technologies (UK) Limited.

Delaware Trust Company serves as the trustee (the "Trustee") of the Trust.

The transfer agent for the Trust (the "Transfer Agent") is Continental Stock Transfer & Trust Company.

2. Summary of Significant Accounting Policies

Basis of Presentation

The financial statements are expressed in U.S. dollars and have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP"). The Trust qualifies as an investment company for accounting purposes pursuant to the accounting and reporting guidance under Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 946, Financial Services – Investment Companies. The Trust is not registered with the U.S. Securities and Exchange Commission ("SEC") under the Investment Company Act of 1940.

Osprey BNB Chain Trust

Notes to the Financial Statements

As of December 31, 2025

Segment Reporting

The Trust is deemed to be an individual reporting segment and the Chief Executive Officer and Chief Financial Officer of the Sponsor act as the Trust's chief operating decision maker ("CODM"). The CODM monitors the operating results of the Trust as a whole and the Trust's investment objective is pre-determined in accordance with the terms of the Trust Agreement. The financial information provided to and reviewed by the CODM is consistent with that presented in the Trust's financial statements.

Use of Estimates

GAAP requires management to make estimates and assumptions that affect the reported amounts in the financial statements and accompanying notes. The most significant estimate in the financial statements is the fair value of investments. Actual results could differ from those estimates and these differences could be material.

Cash

Cash is received by the Trust and held for investment in BNB. At times, bank deposits may be in excess of federally insured limits. Pursuant to the Statement of Cash Flows Topic of the Codification, the Trust qualifies for an exemption from the requirement to provide a statement of cash flows and has elected not to provide a statement of cash flows.

Subscriptions and Redemptions of Shares

Proceeds received by the Trust from the issuance and sale of Shares consist of BNB deposits, or their respective U.S. dollar cash equivalents. Such BNB (or cash equivalent) will only be (1) owned by the Trust and held by the Custodian (or, if cash, used by the Sponsor to purchase BNB to be held by the Custodian), (2) disbursed (or converted to U.S. dollars, if necessary) to pay the Trust's expenses, (3) distributed to Shareholders, or (4) liquidated in the event that the Trust terminates or as otherwise required by law or regulation.

During May 2022, the Trust began a continuous offering of an unlimited number of Shares with no par value, pursuant to Rule 506(c) of Regulation D under the Securities Act of 1933 (the "Rule 506 Offering"). All Shares issued pursuant to this offering were "restricted securities", subject to a minimum holding period of twelve months, unless the Trust becomes an SEC reporting entity, in which case the minimum holding period could be reduced to six months. 2,902,321 Shares were sold pursuant to this offering.

During April 2024, the Trust commenced an offering of Shares with no par value, up to \$10,000,000, registered in Connecticut and qualified in New York, pursuant to Rule 504 of Regulation D of the Securities Act (the "Rule 504 Offering"). 701,408 Shares were sold pursuant to this offering. The Rule 504 Offering closed on May 10, 2024.

Osprey BNB Chain Trust

Notes to the Financial Statements

As of December 31, 2025

On May 15, 2024, the Sponsor effected a 3-for-1 stock split, where Shareholders received three Shares of the Trust for every one Share held as of the conversion date. The Shares that were issued prior to the split were adjusted retroactively to reflect the split.

On December 12, 2024, the Trust's Shares began trading on the OTCQX U.S. market, operated by OTC Markets Group, Inc., under the ticker symbol "OBNB".

As of December 31, 2025, there were 3,603,729 Shares issued and outstanding. The outstanding Shares include 222,127 restricted securities that cannot be resold without registration or an exemption from registration under the Securities Act of 1933, and 3,381,602 unrestricted securities. As of December 31, 2024, there were 3,592,001 Shares issued and outstanding. The outstanding Shares include 1,181,399 restricted securities that cannot be resold without registration or an exemption from registration under the Securities Act of 1933, and 2,410,602 unrestricted securities.

The Trust conducts its transactions in BNB, including receiving BNB for the creation of Shares, and delivering BNB in connection with the redemption of Shares (if a redemption program were to be established) and for the payment of the Sponsor's Fee. The Trust does not buy or sell BNB for the purpose of seeking trading profits. The Trust is currently not redeeming Shares.

Investment Transactions and Revenue Recognition

The Trust records investment transactions on a trade date basis and changes in fair value are reflected in the net change in unrealized appreciation or depreciation on investment.

Realized gains and losses are calculated using a specific identification method. Realized gains and losses are recognized in connection with transactions, including settling obligations for the Sponsor's Fee in BNB.

Management Fees

In consideration for the management services provided to the Trust, the Sponsor receives from the Trust a management fee (the "Management Fee") payable monthly in arrears in an amount equal to 1/12th of 2.5% (2.5% per annum) of the Trust assets.

Staked BNB and Staking Rewards

The Sponsor is committed to supporting the Binance community and ecosystem. To this end, the Sponsor will ensure that a portion of BNB held by the Trust will be bonded to the BNB Chain ("staked") for purposes of running a node or multiple nodes on the network. Staked BNB receives network inflation and transaction fees in the form of BNB tokens ("Staking Rewards"). Staking Rewards are variable and will accrue to the benefit of the Sponsor only (i.e., paid entirely, promptly by the Trust to the Sponsor as received) and will be used, in part, to cover expenses related to operating the Trust.

Osprey BNB Chain Trust

Notes to the Financial Statements

As of December 31, 2025

Under current BNB Chain network protocols, staked BNB is subject to a 7-day lock-up period, known as “unbonding” and, therefore, cannot be immediately withdrawn.

The Trust retains control of its BNB throughout the staking process, and the delegation of BNB for staking purposes does not constitute a sale, transfer, or other derecognition event, as control of the BNB is not transferred to the validators. Accordingly, the staked BNB is not derecognized under ASC Topic 610 20, Other Income—Gains and Losses from the Derecognition of Nonfinancial Assets, or ASC Topic 350 60, Intangibles—Goodwill and Other—Crypto Assets.

Staking rewards are earned based on validation activity performed by the validators over discrete protocol periods and are recognized as investment income at protocol end, when the protocol has finalized the reward amount and the rewards are credited to a wallet controlled by the Trust. Staking rewards are measured at fair value at the date the reward earned using the fair value pricing in accordance with the Trust’s fair value pricing policy.

Although the Trust engages directly with validators, it does not control the underlying block validation activities or the determination of rewards under the staking protocol. Validator commissions and related staking fees are deducted from staking rewards by the protocol or validators prior to crediting the net rewards to the Trust. Accordingly, staking income is recorded on a net basis, reflecting the net amount of BNB received by the Trust.

The BNB received for staking rewards is concurrently recognized as an expense equal to the amount of revenue recorded and payable to the Sponsor. The liability is paid to the Sponsor on a date determined by the Sponsor at its discretion.

Trust Expenses

In accordance with its Trust Agreement, the Sponsor will bear the routine operational, administrative and other ordinary fees and expenses of the Trust (the “Assumed Expenses”); provided, however, that the Trust shall be responsible for any non-routine and ordinary expenses, in addition to the Sponsor’s Fee, such as, but not limited to, taxes and governmental charges, expenses, and indemnities related to any extraordinary services performed by the Sponsor (or any other Service Provider, including the Trustee) on behalf of the Trust to protect the Trust or the interests of Shareholders, indemnification expenses, fees, and expenses related to public trading on OTCQX or to the listing, quotation, or trading of the Shares on any national securities exchange (including customary legal, marketing, and audit fees and expenses) (the “Extraordinary Expenses”).

Fair Value Measurements

The Trust’s investment in BNB is stated at fair value in accordance with ASC 820-10 *Fair Value Measurements*, which outlines the application of fair value accounting. 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.

Osprey BNB Chain Trust

Notes to the Financial Statements

As of December 31, 2025

ASC 820-10 requires the Trust to assume that BNB is sold in its principal market to market participants or, in the absence of a principal market, the most advantageous market. A principal market is the market with the greatest volume and level of activity for BNB, and the most advantageous market is defined as the market that maximizes the amount that would be received to sell the asset or minimizes the amount that would be paid to transfer the liability, after taking into account transaction costs. The principal market is generally selected based on the most liquid and reliable exchange (including consideration of the ability for the Trust to access the specific market, either directly or through an intermediary, at the end of each period).

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.

Definition of Net Asset Value

The net asset value (“NAV”) of the Trust is used by the Trust in its day-to-day operations to measure the net value of the Trust’s assets. NAV is calculated on each business day and is equal to the aggregate value of the Trust’s assets less its liabilities (which include accrued but unpaid fees and expenses, both estimated and finally determined), based on the BNB market price.

Osprey BNB Chain Trust
Notes to the Financial Statements
As of December 31, 2025

In calculating the value of the BNB held by the Trust on any business day, the Trust will use the market price as of 4:00 P.M. New York time. The Trust will also calculate NAV per Share of the Trust daily, which equals NAV of the Trust divided by the number of outstanding Shares (“NAV per Share”).

3. Fair Value of BNB

The investment measured at fair value on a recurring basis and categorized using the three levels of fair value hierarchy consisted of the following as of December 31, 2025, and December 31, 2024:

December 31, 2025	Number of BNB	Per BNB Fair Value	Amount at Fair Value	Fair Value Measurement Category		
				Level 1	Level 2	Level 3
Investment in BNB	87,596.66	\$ 861.900	\$ 75,499,564	\$ 75,499,564	\$ -	\$ -
December 31, 2024	Number of BNB	Per BNB Fair Value	Amount at Fair Value	Level 1	Level 2	Level 3
Investment in BNB	89,858.05	\$ 701.382	\$ 63,024,775	\$ 63,024,775	\$ -	\$ -

The Trust determined the fair value per BNB using the price provided at 4:00 p.m., New York time, by the principal market as of the last business day.

As of December 31, 2025, and December 31, 2024, approximately 62,433 BNB and 85,164 BNB were staked and valued at \$53,811,077, and \$59,732,202, respectively.

Staking Rewards and Management Fee payable are recorded in BNB and converted into U.S. dollars using the fair value of BNB as of the reporting date. The fluctuations arising from the effect of changes in liability denominated in BNB are included with the net realized or unrealized appreciation or depreciation on investment in BNB in the statements of operations.

Osprey BNB Chain Trust
Notes to the Financial Statements
As of December 31, 2025

The following represents the changes in quantity and the respective fair value of BNB for the year ended December 31, 2025:

	<u>BNB</u>	<u>Fair Value</u>
Balance at December 31, 2024	89,858.05	\$ 63,024,775
BNB purchases - Subscriptions	290.89	200,000
BNB received for Staking Rewards	648.58	492,922
BNB distributed for Staking Rewards, related party	(688.08)	(494,799)
BNB distributed for Management fee, related party	(2,202.42)	(1,643,709)
BNB distributed for other fees	(310.36)	(259,129)
Net realized gain on investment in BNB	-	935,132
Net change in unrealized appreciation on investment in BNB	-	13,244,372
Balance at December 31, 2025	<u>87,596.66</u>	<u>\$ 75,499,564</u>

Net realized gain on the transfer of BNB to pay expenses for the year ended December 31, 2025, was \$978,535, which includes \$935,132 net realized gain on investment in BNB, and \$43,403 net realized gain resulted from the changes in liabilities denominated in BNB. Net change in unrealized appreciation on investment in BNB for the year ended December 31, 2025, was \$13,245,172, which includes net change in unrealized appreciation on investment in BNB of \$13,244,372 and \$800 net unrealized appreciation due to changes in value of liabilities denominated in BNB.

The following represents the changes in quantity and the respective fair value of BNB for the year ended December 31, 2024:

	<u>BNB</u>	<u>Fair Value</u>
Balance at December 31, 2023	48,781.46	\$ 15,217,710
BNB purchases - Subscriptions	43,028.30	23,019,572
BNB received for Staking Rewards	950.62	480,661
BNB distributed for Staking Rewards, related party	(1,041.00)	(498,724)
BNB distributed for Management fee, related party	(1,719.06)	(919,233)
BNB distributed for other fees	(142.27)	(88,134)
Net realized gain on investment in BNB	-	329,346
Net change in unrealized appreciation on investment in BNB	-	25,483,577
Balance at December 31, 2024	<u>89,858.05</u>	<u>\$ 63,024,775</u>

Net realized gain on the transfer of BNB to pay expenses for the year ended December 31, 2024, was \$279,498, which includes \$329,346 net realized gain on investment in BNB, and \$49,848 net realized loss resulted from the changes in liabilities denominated in BNB.

Osprey BNB Chain Trust

Notes to the Financial Statements

As of December 31, 2025

Net change in unrealized appreciation on investment in BNB for the year ended December 31, 2024, was \$25,496,685, which includes net change in unrealized appreciation on investment in BNB of \$25,483,577 and \$13,108 net unrealized appreciation due to changes in value of liabilities denominated in BNB.

4. Income Taxes

The Trust is a grantor trust for U.S. federal income tax purposes. Accordingly, the Trust will not be subject to U.S. federal income tax. Rather, 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, gain, losses, and deductions will "flow through" to each beneficial owner of Shares.

In accordance with GAAP, the Trust has defined the threshold for recognizing the benefits of tax return positions in the financial statements as "more-likely-than-not" to be sustained by the applicable taxing authority and requires measurement of a tax position meeting the "more-likely-than-not" threshold, based on the largest benefit that is more than 50% likely to be realized. As of December 31, 2025, and December 31, 2024, the Trust did not have a liability for any unrecognized tax amounts for uncertain tax positions related to federal, state, and local income taxes. However, the conclusions concerning the determination of "more-likely-than-not" tax positions may be subject to review and adjustment at a later date based on factors including, but not limited to, further implementation guidance, and on-going analyses of and changes to tax laws, regulations and interpretations thereof.

The Sponsor of the Trust has evaluated whether there are uncertain tax positions that require financial statement recognition and has determined that no reserves for uncertain tax positions related to federal, state, and local income taxes existed as of December 31, 2025, or December 31, 2024. The tax years 2025, 2024, and 2023 are subject to examination by taxing authorities.

5. Related Parties

The Sponsor pays certain expenses on behalf of, and is reimbursed by, the Trust. For the years ended December 31, 2025, and 2024 the Trust reimbursed the Sponsor the expenses in the amount of \$259,129 and \$88,134, respectively. As of December 31, 2025, and December 31, 2024, \$1,155 and \$1,410 in expenses remain payable to the Sponsor, respectively, which are recorded as due to the Sponsor in the accompanying statements of assets and liabilities.

For the years ended December 31, 2025, and 2024, the Trust incurred Management Fees of \$1,706,489 and \$984,750, respectively. As of December 31, 2025, and December 31, 2024, there were unpaid Management Fees of \$160,024 and \$119,587, respectively, which are recorded as management fees payable in the accompanying statements of assets and liabilities.

For the years ended December 31, 2025, and 2024, the Trust received Staking Rewards in the amount of 649 BNB, and 951 BNB, respectively; and distributed 688 BNB and 1,041 BNB to the Sponsor, respectively.

Osprey BNB Chain Trust

Notes to the Financial Statements

As of December 31, 2025

As of December 31, 2025, and December 31, 2024, 25 BNB and 64 BNB remain payable, respectively, and are valued at \$21,308 and \$45,045 in the statement of assets and liabilities, respectively.

Certain shareholders are related parties of the Trust. The aggregate number of Shares owned by related parties is 1,920, valued at \$40,093, and 1,920, valued at \$33,619 on December 31, 2025, and December 31, 2024, respectively.

6. Risks and Uncertainties

Investment in BNB

The Trust is subject to various risks including market risk, liquidity risk, and other risks related to its concentration in a single asset, BNB. Investments in BNB are currently unregulated, highly speculative, and subject to volatility.

The net asset value of the Trust relates primarily to the value of BNB held by the Trust, and fluctuations in the price of BNB could materially and adversely affect the value of the Shares of the Trust. The price of BNB has a limited history. During such history, BNB prices have been volatile and subject to influence by many factors including the levels of liquidity.

If BNB exchanges continue to experience significant price fluctuations, the Trust may experience losses. Several factors may affect the price of BNB, including, but not limited to, global BNB supply and demand, theft of BNB from global exchanges or vaults, and competition from other forms of digital currency or payment services.

The Trust's Shareholders have no specific rights to any specific BNB held by the Trust. In the event of the insolvency of the Trust, its assets may be inadequate to satisfy a claim by its Shareholders.

There is currently no clearing house for BNB, nor is there a central or major depository for the custody of BNB. There is a risk that some or all of the Trust's BNB could be lost or stolen, which could adversely impact Shareholders of the Trust. The Trust does not have insurance protection on its BNB, which exposes the Trust and its Shareholders to the risk of loss of the Trust's BNB. Further, BNB transactions are irrevocable.

Stolen or incorrectly transferred BNB may be irretrievable. As a result, any incorrectly executed BNB transactions could adversely affect an investment in the Trust.

Cryptocurrencies such as BNB use private keys to authorize transactions and prove ownership of the asset. To the extent private keys for BNB addresses are lost, destroyed or otherwise compromised and no backup of the private keys are accessible, the Trust may be unable to access the BNB held in the associated addresses and the private keys will not be capable of being restored. The processes by which BNB transactions are settled are dependent on the BNB peer-to-peer network, and as such, the Trust is subject to operational risk.

Osprey BNB Chain Trust

Notes to the Financial Statements

As of December 31, 2025

Unknown technical vulnerabilities, unanticipated disruptions to the Trust's operations or the operations of its service providers, and cybersecurity events may also adversely affect the value of BNB.

As digital assets like BNB have grown in popularity and market size, various countries and jurisdictions have begun to develop regulations governing the digital assets industry. Regulators are concerned such a large unregulated person-to-person global economy could be exploited by bad actors and used to evade taxes or launder money. To the extent that future regulatory actions or policies limit the ability to exchange BNB or utilize BNB for payments, the demand for BNB could be reduced. Furthermore, regulatory actions may limit the ability of end-users to convert BNB into fiat currency or use BNB to pay for goods and services. Such regulatory actions or policies could result in a reduction of demand, and in turn, a decline in the underlying unit price of BNB.

The effect of any future regulatory change on the Trust or BNB in general is not possible to predict, but such change could be substantial and adverse to the Trust and the value of the Trust's investments in BNB.

The Custodian

The digital assets owned by the Trust are held with the Custodian in segregated custody accounts and are not commingled with the Custodian's proprietary assets. The Custodian maintains controls designed to safeguard client assets, including the use of multi-signature wallet architecture and geographically distributed key management. Private keys associated with the Trust's digital assets are primarily maintained in offline storage, or "cold" storage, which is designed to limit exposure to online threats. Transactions involving digital assets require authorization through established security protocols, which may include multiple approvals and validation procedures prior to execution. As a result, transfers of digital assets may not be immediate and could require advance notice to process.

The Custodian maintains a system of internal controls that are designed to provide reasonable assurance over the safeguarding of digital assets. The Custodian provides the Trust with monthly account statements. The Custodian is independent from the Sponsor.

7. Indemnifications

In the normal course of business, the Trust enters into contracts with service providers that contain a variety of representations and warranties, and which provide general indemnifications. It is not possible to determine the maximum potential exposure or amount under these agreements due to the Trust having no prior claims.

Osprey BNB Chain Trust
Notes to the Financial Statements
As of December 31, 2025

8. Financial Highlights

	<u>Year ended</u> <u>December 31, 2025</u>	<u>Year ended</u> <u>December 31, 2024</u>
Per Share Performance		
(for shares outstanding throughout the year) ⁽¹⁾		
Net asset value per share at beginning of year	\$ 17.51	\$ 8.05
<i>Net increase in net assets resulting from operations</i>		
Net investment loss	(0.57)	(0.35)
Net change in realized and unrealized appreciation on investment in BNB	3.94	9.81
Net increase in net assets resulting from operations	3.37	9.46
Net asset value per share at end of year	\$ 20.88	\$ 17.51
Total return	<u>19.25 %</u>	<u>117.52 %</u>
Ratios to average net asset value		
Expenses	<u>3.76 %</u>	<u>3.77 %</u>
Net investment loss	<u>(3.04) %</u>	<u>(2.58) %</u>

⁽¹⁾ Shares have been adjusted retroactively to reflect the 3:1 stock split effective May 15, 2024. See Note 2.

An individual Shareholder's return, ratios, and per Share performance may vary from those presented above based on the timing of Share transactions.

Total return is calculated assuming an initial investment made at the net asset value at the beginning of the period and assuming redemption on the last day of the period.

9. Subsequent Events

In 2026, the Trust effected redemptions of 2,246,300 shares in the amount of \$41,658,289 which represented approximately 62% of shares of the Trust.

There are no other events that occurred through March 31, 2026, the date the financial statements were available to be issued, that require disclosure other than that which has already been disclosed in these notes to the financial statements.

Exhibit 2

Amended and Restated Declaration of Trust and Trust Agreement of Osprey BNB Chain Trust,
dated as of March 26, 2025.

**AMENDED AND RESTATED DECLARATION OF TRUST AND
TRUST AGREEMENT OF OSPREY BNB CHAIN TRUST**

Dated as of March 26, 2025

By and Among

**OSPREY FUNDS, LLC,
CSC DELAWARE TRUST
COMPANY**

and

THE SHAREHOLDERS

from time to time hereunder

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS; THE TRUST	1
SECTION 1.1 <i>Definitions</i>	1
SECTION 1.2 <i>Name</i>	5
SECTION 1.3 <i>Delaware Trustee; Offices</i>	5
SECTION 1.4 <i>Declaration of Trust</i>	6
SECTION 1.5 <i>Purposes and Powers</i>	6
SECTION 1.6 <i>Tax Treatment</i>	6
SECTION 1.7 <i>Legal Title</i>	6
ARTICLE II THE TRUSTEE	7
SECTION 2.1 <i>Term; Resignation</i>	7
SECTION 2.2 <i>Powers</i>	7
SECTION 2.3 <i>Compensation and Expenses of the Trustee</i>	7
SECTION 2.4 <i>Indemnification</i>	8
SECTION 2.5 <i>Successor Trustee</i>	8
SECTION 2.6 <i>Liability of Trustee</i>	8
SECTION 2.7 <i>Reliance; Advice of Counsel</i>	10
SECTION 2.8 <i>Payments to the Trustee</i>	11
ARTICLE III SHARES; CAPITAL CONTRIBUTIONS AND ISSUANCE OF SHARES.....	11
SECTION 3.1 <i>General</i>	11
SECTION 3.2 <i>Offer of Shares; Procedures for Issuance</i>	11
SECTION 3.3 <i>Book-Entry-Only System</i>	13
SECTION 3.4 <i>Assets of the Trust</i>	13
SECTION 3.5 <i>Liabilities of the Trust</i>	13
SECTION 3.6 <i>Distributions</i>	13
SECTION 3.7 <i>Voting Rights</i>	13
SECTION 3.8 <i>Equality</i>	13
ARTICLE IV THE SPONSOR	14
SECTION 4.1 <i>Management of the Trust</i>	14
SECTION 4.2 <i>Authority of Sponsor</i>	14

TABLE OF CONTENTS
(continued)

	Page
SECTION 9.1 <i>Fiscal Year</i>	26
ARTICLE X AMENDMENT OF TRUST AGREEMENT; MEETINGS	26
SECTION 10.1 <i>Amendments to the Trust Agreement</i>	26
SECTION 10.2 <i>Meetings of the Trust</i>	27
SECTION 10.3 <i>Action Without a Meeting</i>	28
ARTICLE XI TERM.....	28
SECTION 11.1 <i>Term</i>	28
ARTICLE XII TERMINATION.....	28
SECTION 12.1 <i>Events Requiring Dissolution of the Trust</i>	28
SECTION 12.2 <i>Distributions on Dissolution</i>	30
SECTION 12.3 <i>Termination; Certificate of Cancellation</i>	30
ARTICLE XIII MISCELLANEOUS	30
SECTION 13.1 <i>Governing Law</i>	30
SECTION 13.2 <i>Provisions In Conflict With Law or Regulations</i>	31
SECTION 13.3 <i>Merger and Consolidation</i>	31
SECTION 13.4 <i>Construction</i>	32
SECTION 13.5 <i>Notices</i>	32
SECTION 13.6 <i>Counterparts</i>	32
SECTION 13.7 <i>Binding Nature of Trust Agreement</i>	32
SECTION 13.8 <i>No Legal Title to Trust Estate</i>	33
SECTION 13.9 <i>Creditors</i>	33
SECTION 13.10 <i>Integration</i>	33
SECTION 13.11 <i>Goodwill; Use of Name</i>	33
EXHIBIT A	
Form of Certificate of Trust of Osprey BNB Chain Trust	A-1
EXHIBIT B	
Form of Subscription Agreement	B-1

AMENDED AND RESTATED OSPREY BNB CHAIN TRUST DECLARATION OF TRUST AND TRUST AGREEMENT

This AMENDED AND RESTATED DECLARATION OF TRUST AND TRUST AGREEMENT (“Trust Agreement”) of OSPREY BNB CHAIN TRUST is made and entered into as of the [___] day of February 2025, by and among, OSPREY FUNDS, LLC, a Delaware limited liability company, CSC DELAWARE TRUST COMPANY, a Delaware corporation, as trustee, and the SHAREHOLDER from time to time hereunder.

* * *

RECITALS

WHEREAS, the Sponsor created the Trust for the purpose of creating and issuing Shares (as defined below) representing an interest in BNBs, the native token of the BNB Chain (defined below);

WHEREAS, the Trust was originally named the Osprey Binance Trust, and operated pursuant to the Declaration of Trust and Trust Agreement, dated as of March 10, 2022, by and among the Sponsor, the Trustee, and the Shareholders from time to time (“Trust Agreement”);

WHEREAS, the Trust Agreement was amended and restated to change the name of the Trust to the Osprey BNB Chain Trust, dated as of March 18, 2022;

WHEREAS, the Sponsor deems it necessary or appropriate to add BitGo, Inc. as a custodian of the Trust and amend and restate the Trust Agreement and make corresponding changes to reflect such change, which changes in each case are not adverse to the interest of Shareholders;

WHEREAS, Section 10.1 of the Trust Agreement provides that the Sponsor may amend the Trust Agreement without the consent of the Shareholders, subject to certain exceptions, including without limitation, that the Sponsor deems it necessary or appropriate and the amendment is not materially adverse to the interest of Shareholders;

NOW, THEREFORE, in exchange for fair and reasonable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby enter in this Trust Agreement 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 the highest exchange rate and lowest fees the Sponsor can find within a reasonable time frame in order to pay the Management Fee and the Staking Rewards in USD.

“**Affiliate**” — An “Affiliate” of a Person 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 Update” means the annual report that is prepared pursuant to the Alternative Reporting Standard of the OTCQX U.S. Disclosure Guidelines.

“Assumed Expenses” shall have the meaning set forth in Section 4.8(a).

“BNB” means a type of a virtual currency based on an open source cryptographic protocol existing on the BNB Chain, and the assets underlying the Trust's Shares and may include “forked” versions of such virtual currency as described in the Memorandum. .”

“BNB Account” means a hot wallet which is online and connected to the internet. The BNB Account is used along with the Trust Storage Account and the Trust Safekeeping Account, as applicable, to receive Share deposits from Purchasers. Shortly after receipt of the appropriate number of BNBs, the BNBs are then transferred to the Trust Storage Account and/or the Trust Safekeeping Account, as applicable.

“BNB Chain” means the open source protocol of the peer-to-peer Binance computer network upon which BNB is based.

“BNB Purchase Amount” means the amount of BNBs or cash submitted by a Purchaser to purchase Shares.

“Business Day” means each weekday on which banks are open in New York, New York.

“Certificate of Trust” means the Certificate of Trust of the Trust, including all amendments thereto, in the form attached hereto as Exhibit A, filed with the Secretary of State of the State of the state of Delaware.

“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.

“Custodian” means Copper Technologies (UK) Ltd., BitGo, Inc., or any other Person from time to time engaged to provide custodian services or related services to the Trust pursuant to authority delegated by the Sponsor. The Trust may have more than one Custodian, and references to the Custodian in this Agreement will be read accordingly.

“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.

“BNB Market Price” has the meaning assigned to such term as provided in the currently effective Memorandum.

“Event of Withdrawal” has the meaning set forth in Section 12.1(a) hereof.

“Extraordinary Expenses” has the meaning set forth in Section 4.8(b).

“Fiscal Year” has the meaning set forth in Article IX hereof.

“Indemnified Parties” has the meaning assigned to such term in Section 2.4.

“Internal Revenue Service” or **“IRS”** means the U.S. Internal Revenue Service or any successor thereto.

“Liquidating Trustee” has the meaning assigned thereto in Section 12.2.

“Management Fee” means a fee that accrues at 2.50% of the Trust’s NAV, and is payable to the Sponsor monthly in arrears.

“Memorandum” means the Confidential Private Placement Memorandum (or similar offering materials, as applicable), as the same may at any time and from time to time be amended or supplemented.

“Net Asset Value” means the aggregate value, expressed in USD, of the Trust's assets, less its liabilities (which include estimated accrued but unpaid fees and expenses). The Sponsor or its delegate shall calculate and publish the Trust's NAV each business day as of 4:00 p.m., Eastern time, or as soon thereafter as practicable.

In order to calculate the NAV, the Sponsor shall:

1. Determine the BNB Market Price.
2. Multiply the BNB Market Price by the Trust's aggregate number of BNBs owned as of 4:00 p.m., Eastern time on the immediately preceding day.
3. Add the dollar value of the BNBs receivable under pending Purchases.
4. Add the accrued but unpaid interest, if any and the value of other Trust assets, if any.
5. Subtract Extraordinary Expenses, if any.
6. Subtract other Trust expenses and liabilities, if any.

In the event that the Sponsor determines that the methodology used to determine the BNB Market Price is not an appropriate basis for valuation of the Trust's BNBs, the Sponsor shall determine an alternative methodology.

“Net Asset Value Per Share” means the Net Asset Value divided by the number of Shares outstanding on the date of calculation.

“OTCQX” means the OTCQX tier of the OTC Markets Group Inc.

“OTCQX Application” means the application that is required by the OTCQX which, if approved, will then enable the Shares to be traded on the OTCQX.

“OTCQX Fees” means the fees outlined by Part 5 of the OTCQX Rules for U.S. Companies, as amended from time to time.

“Percentage Interest” shall be a fraction, the numerator of which is the number of any Shareholder's Shares and the denominator of which is the total number of Shares of the Trust outstanding as of the date of determination.

“Permitted Investment” means short-term obligations of (or guaranteed by) the United States or any agency or instrumentality thereof and in certificates of deposit or interest-bearing bank accounts of any bank or trust companies having a minimum stated capital and surplus of \$50,000,000. All such obligations must mature prior to the next distribution date, and be held to maturity.

“Person” means any natural person, partnership, limited liability company, statutory trust, corporation, association, or other legal entity.

“Purchase Order” has the meaning assigned thereto in Section 3.2(a)(i).

“Purchase Order Date” has the meaning assigned thereto in Section 3.2(a)(i).

“Purchaser” means a Person that, (i) has entered into a Subscription Agreement with the Sponsor and the Trust.

“Quarterly Update” means the quarterly report that is prepared pursuant to the Alternative Reporting Standard of the OTCQX U.S. Disclosure Guidelines.

“Sponsor” means Osprey Funds, LLC, or any substitute therefor as provided herein, or any successor thereto by merger or operation of law.

“Staking” means the activity under which BNB held by the Trust is bonded to a Staking Provider to participate in maintaining the operations of the proof-of-stake (“PoS”) for BNB or such similar program as provided by the Staking Provider.

“Staking Rewards ” means a variable amount that shall be in the form of rewards earned by the Trust through staking BNBs held by the Trust, and that is payable to the Sponsor as accrued, such payment being a **“Staking Rewards Payment.”**

“Staking Provider” means the Person from time to time engaged to provide Staking services or related services to the Trust pursuant authority delegated by the Sponsor.

“Subscription Agreement” means an agreement among the Trust, the Sponsor and a Purchaser, substantially in the form of Exhibit B hereto, as it may be amended, modified or supplemented from time to time.

“Transfer Agent” means the Sponsor or any other Person from time to time engaged to provide such 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 Osprey BNB Chain Trust, a Delaware statutory trust formed pursuant to the Certificate of Trust, the business and 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 Storage Account” means a wallet that is not online and not connected to the internet, used for storage of the Trust's BNBs where they are readily accessible and available to pay Trust expenses.

“Trust Safekeeping Account” means a wallet that is not online and not connected to the internet, used for “deep” cold storage of the Trust's BNBs where they are not readily accessible and can only be accessed as provided by the rules of the Custodian.

“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 the all the BNBs on deposit in the Trust's accounts, and all proceeds from the sale of BNBs while such proceeds are held 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.

“Shareholder” means any person or entity who is or becomes an owner of Shares of the Trust.

“Shares” means the common units of fractional undivided beneficial interest in the profits, losses, distributions, capital and assets of, and ownership of, the Trust. Shares may be owned by the Sponsor or a Shareholder.

SECTION 1.2 *Name.* The name of the Trust is “Osprey BNB Chain Trust” in which name 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.*

(i) 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.

(ii) 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 Osprey Funds, LLC, 1241 Post Road, Suite 200, Fairfield, Connecticut, 06824.

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.* The purposes of the Trust shall be to accept subscriptions for Shares in BNBs in accordance with Article III hereof, to distribute BNBs upon redemptions of Shares in accordance with Article VI hereof, if applicable, and to enter into any lawful transaction and engage in any lawful activities in furtherance of or incidental to the foregoing. The Trust shall not engage in any business activity and shall not acquire or own any assets other than BNBs, forked or airdropped cryptocurrency coins from the BNB Chain or cash from the sale of BNBs, as provided in this Trust Agreement, or take any of the actions set forth in Section 4.4. 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. Nothing in this Trust Agreement shall be construed to give the Trustee or the Sponsor the power to vary the investment of the Shareholders within the meaning of Section 301.7704-4(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.

SECTION 1.6 *Tax Treatment.* Each of the parties hereto, by entering into this Trust Agreement, (i) expresses its intention that, unless the IRS determines otherwise, in a ruling issued to the Trust (provided that the Trust, the Trustee and the Sponsor are under no obligation to seek such ruling) or unless required to do so by a “determination” as defined in Section 1313 of the Code, this Trust shall be treated as a grantor trust for U.S. federal income tax purposes; (ii) the Shares will qualify under applicable tax law as interests in a grantor trust which holds the Trust Estate, (iii) 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, and (iv) 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 where applicable law in any jurisdiction requires any part of the Trust Estate to be vested otherwise, the Sponsor may cause legal title to the Trust Estate or any portion thereof 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*. 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 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 Trustee is appointed to serve as the trustee of the Trust in the State of Delaware for the purpose of satisfying the requirement of Section 3807(a) of the Delaware Trust Statute that the Trust 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.

The Trustee is permitted to resign upon at least sixty (60) days' notice to the Sponsor upon which date such resignation shall be effective.

SECTION 2.2 *Powers*. Except to the extent expressly set forth in Section 1.3 and this Article, 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. 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 Trust or the Sponsor, as applicable, reasonable compensation for its services hereunder as set forth in a separate fee agreement and shall be entitled to be reimbursed by the Trust or the Sponsor, as applicable, 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 and such other agents as the Trustee may employ in connection with the exercise and performance of its rights and duties hereunder. Though it is not

intended or expected that the Trustee will ever handle funds, however, to the extent that the Trustee receives Trust funds 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.*

(i) The Trust hereby agrees to be primary obligor and shall (i) compensate (to the extent not paid by the Sponsor on the Trust's behalf) the Trustee in accordance with a separate fee agreement with the Trustee, (ii) reimburse the Trustee for all reasonable expenses (including reasonable fees and expenses of counsel and other experts) and (iii) 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 including legal fees and expenses in connection with the 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. 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, 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 Agreement.

(ii) 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 beneficial owner of the Trust. The obligations of the Trust and the Sponsor to indemnify the Indemnified Persons under this Section 2 shall survive the termination of this Trust Agreement and the resignation or removal of the Trustee.

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, 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:

(i) the Trustee shall not be personally liable for any error of judgment made in good faith by the Trustee;

(ii) The Trustee shall have no liability or responsibility for the validity or sufficiency of this Trust Agreement or for the form, character, genuineness, sufficiency, value or validity of the Trust Estate;

(iii) The Trustee has not prepared or verified, and shall not be responsible or liable for, any information, disclosure or other statement in the Memorandum or in any other document issued or delivered in connection with the sale or transfer of the Shares;

(iv) The Trustee shall not be responsible or liable for the genuineness, enforceability, collectability, value, sufficiency, location or existence of any of the BNBs or other assets of the Trust;

(v) The Trustee shall have no duty to, make any investigation as to the accuracy and completeness of any representation or warranty made by the Trust in any agreement entered into by the Trust;

(vi) 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;

(vii) The Trustee shall not have any liability for the acts or omissions of the Sponsor, the Custodian, their respective delegates or any other Person;

(viii) The Trustee shall have no duty or obligation to supervise the performance of any obligations of the Sponsor, the Custodian, or their respective delegates, any Purchaser or any other Person;

(ix) No provision of this Trust Agreement shall require the Trustee to act or expend or risk its own funds or otherwise incur any financial liability in the performance of any of its rights or powers hereunder;

(x) Under no circumstances shall the Trustee be liable for indebtedness evidenced by or other obligations of the Trust arising under this Trust Agreement or any other agreements to which the Trust is a party;

(xi) 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;

(xii) 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 under the laws of any jurisdiction or any political subdivision thereof in existence as of the date hereof other than the State of Delaware becoming payable by the Trustee 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 transactions by the Trustee, as the case may be, contemplated hereby; and

(xiii) 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 to any other Person, the Trustee acting under this Trust Agreement shall not be liable to the Trust, the Shareholders or to any other Person for its good faith reliance on the provisions of this Trust Agreement. 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.

(xiv) The Trustee shall not be liable for punitive, exemplary, consequential, special or similar damages however styled, including without limitation, lost profits, or for any losses due to forces beyond the control of the Trustee, including, without limitation, strikes, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear or natural catastrophes or acts of God and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services provided to the Trustee by third parties.

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 in any such document; provided, however, that the Trustee shall have examined any certificates or opinions so as to reasonably determine compliance of the same 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 the same is in full force and effect. As to any fact or matter the method of the determination of which

is not specifically prescribed herein, the Trustee may for all purposes hereof rely on a certificate, signed by the president or any vice president or by the treasurer or 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 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; CAPITAL CONTRIBUTIONS; ISSUANCE OF SHARES

SECTION 3.1 *General.* The Sponsor shall have the power and authority, without Shareholder approval, 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 ten-billionth of one BNB. From time to time, the Sponsor may divide or combine the Shares into a greater or lesser number without thereby changing the proportionate beneficial interests. The Sponsor may issue Shares in exchange for contributions of BNB or cash (or for no consideration if pursuant to a Share dividend or split-up), all without action or approval of the Shareholders. All Shares when so issued on the terms determined by the Sponsor shall be fully paid and non-assessable. 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 Issuance.*

(a) General. Other than in connection with an offering pursuant to Rule 504 under the Securities Act pursuant to paragraph 3.2(b), the following procedures, as supplemented by the more detailed procedures specified in the Exhibits, annexes, attachments and procedures, as applicable, to the Subscription Agreement, which may be amended from time to time in accordance with the provisions of the Subscription Agreement (and any such amendment will not constitute an amendment of this Trust Agreement), will govern the Trust with respect to the issuance of Shares.

Subject to the limitations upon and requirements for issuance of Shares stated herein and in such procedures, the number of Shares which may be issued by the Trust is unlimited.

(i) On any Business Day, a Purchaser may deposit the BNB Purchase Amount with the Custodian and submit an order to create Shares (a “**Purchase Order**”) from the Trust via notification to the Sponsor or its delegate in the manner provided in the Subscription Agreement. Purchase Orders must be received by 3:00 p.m., Eastern time on a Business Day (the “**Purchase Order Date**”). The Sponsor or its delegate will process Purchase Orders only from Purchasers with respect to whom a Subscription Agreement is in full force and effect.

(ii) Any Purchase Order is subject to rejection by the Sponsor or its delegate pursuant to Section 3.2(b).

(iii) After receiving the BNB Purchase Amount and accepting a Purchaser's Purchase Order, the Sponsor or its delegate will have the Transfer Agent credit the Shares to fill the Purchaser's Purchase Order within one Business Day immediately following the Purchase Order Date.

(iv) Determination of Shares Issue. The number of Shares to be issued with respect to the BNB Purchase Amount shall be determined using the most recently available BNB Market Price. Each Share will be worth \$5.00 at inception of the Trust. The Sponsor or its delegate has final determination of all questions as to the determination of the number of Shares issuable with respect to a particular BNB Purchase Amount.

(v) Delivery of Required Deposits. A Purchaser who places a Purchase Order shall deliver the BNB Purchase Amount to the (i) BNB Account, the Trust Storage Account, the Trust Safekeeping Account, at the Sponsor's instruction or (ii) a cash denominated account, at the direction of the Sponsor or its delegate, in each case by no later than 6:00 p.m., Eastern time on the Purchase Order Date. The expense and risk of delivery, ownership and safekeeping of BNBs, until such BNBs have been received by the Trust, shall be borne solely by the Purchaser. Upon receipt of the BNB Purchase Amount, the Custodian or delegated agent, as the case may be, shall transfer the BNB Purchase Amount to the Trust Storage Account, the Trust Safekeeping Account or a cash account, as applicable. The Sponsor or its delegate shall then direct the Transfer Agent to credit the number of Shares ordered to the Purchaser's account on the next Business Day after the Purchase Order Date.

(vi) The Custodian may accept delivery of BNBs by such other means as the Sponsor, from time to time, may determine to be acceptable for the Trust.

(vii) The Sponsor, at its discretion, may delay the investment of a cash denominated Purchase Order into BNB, if it deems retaining such Purchase Order Amount in cash to be necessary or appropriate in the interest of the Trust or the Shareholders.

(b) Rule 504 Offerings. Notwithstanding anything to the contrary in this Section 3.2, the Sponsor shall have the authority to issue Shares, from time to time, pursuant to Rule 504 under the Securities Act, under such terms and conditions as are disclosed to Purchasers in the

relevant offering documents and as the Sponsor deems necessary or advisable to comply with applicable law or regulation.

(c) Rejection. The delivery of the Shares against deposit of the BNB Purchase Amount may be suspended generally, or refused with respect to particular requested purchase, during any period when the transfer books of the Sponsor or its delegate are closed or if any such action is deemed necessary or advisable by the Sponsor or its delegate or for any reason at any time or from time to time. None of the Sponsor, its delegates, or the Custodian shall be liable for the rejection or acceptance of any Purchase Order or BNB Purchase Amount.

SECTION 3.3 *Book-Entry-Only System.*

(a) Shares shall be held in book-entry form by the Transfer Agent. The Sponsor or its delegate shall direct the Transfer Agent (which may be the Sponsor or an Affiliate) to credit or debit the number of Shares to the applicable Purchaser. The Transfer Agent shall issue or cancel each Purchaser's Shares, as applicable.

(b) Secondary or 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.

SECTION 3.4 *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 except as may otherwise be required by applicable tax laws, and shall be so recorded upon the books of account of the Trust.

SECTION 3.5 *Liabilities of the Trust.* The Trust Estate shall be charged with the liabilities of the Trust; and 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 3.6 *Distributions.* Distributions on Shares, if any, may be paid with such frequency and amount as the Sponsor may determine in its sole discretion, which may be daily or otherwise, to the Shareholders from the Trust Estate, after providing for actual and accrued liabilities. All distributions on Shares thereof shall be distributed pro rata to the Shareholders in proportion to the total outstanding Shares held by such Shareholders at the date and time of record established for the payment of such distribution. Such distributions may be made in cash, Shares or BNB, as determined by the Sponsor or pursuant to any program that the Sponsor may have in effect at the time for the election by each Shareholder of the mode of the making of such distribution to that Shareholder. The Shares shall represent units of beneficial interest in the Trust Estate. Each Shareholder shall be entitled to receive its pro rata share of distributions in accordance with this Section. If the Trust comes to own any airdropped cryptocurrency (other than BNB), the Sponsor shall distribute such airdropped cryptocurrency within forty five days of receipt of such assets (or such longer time as the Sponsor reasonably requires to effect such distribution on a pro rata basis to Shareholders. If the Trust comes to own any forked versions of BNB, the Sponsor shall distribute such forked version or versions within forty-five days of receipt (or such longer time as the Sponsor reasonably requires to effect such distribution) on a pro rata basis to Shareholders if and to the extent that the Sponsor

determines in its reasonable discretion that such a distribution is necessary to preserve the federal tax treatment of the Trust as set forth in Section 1.6 if the Trust Agreement and may distribute such forked version or versions within forty-five days of receipt (or such longer time as the Sponsor reasonably requires to effect such distribution) on a pro rata basis to Shareholders if and to the extent the Sponsor determines it is in the best interest of the Shareholders.

SECTION 3.7 *Voting Rights*. Notwithstanding any other provision hereof, on each matter submitted to a vote of the Shareholders, each Shareholder shall be entitled to a single vote for each Share held by such Person, or a proportionate fraction thereof if such Share is fractional, with the number of Shares held by such Person determined by the number of Shares in its name on the books of the Trust in accordance with Section 3.3.

SECTION 3.8 *Equality*. All Shares shall represent an equal proportionate beneficial interest in the assets of the Trust subject to the liabilities of the Trust, and each Share shall be equal to each other Share. The Sponsor may from time to time divide or combine the Shares into a greater or lesser number of Shares without thereby changing the proportionate beneficial interest in the assets of the Trust or in any way affecting the rights of Shareholders.

ARTICLE IV

THE SPONSOR

SECTION 4.1 *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 constructing the provisions of this Trust Agreement, the presumption shall be in favor of a grant of power to the Sponsor. The enumeration of any specific power in this Trust Agreement shall not be construed as limiting the aforesaid power.

SECTION 4.2 *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 and objectives of the Trust, which shall include, without limitation, the following:

(a) To enter into, execute, deliver and maintain, and to cause the Trust to perform its obligations under, contracts, agreements (including but not limited to subscription agreements) and any or all other documents and instruments, and to do and perform all such things as may be in furtherance of Trust purposes or necessary or appropriate for the offer and sale of the Shares, including, but not limited to, contracts with third parties various services, 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 which it proposes to engage to perform such services is qualified to do so (considering the prior experience of the Affiliate or the individuals employed thereby); (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, sign checks and/or otherwise draw upon accounts on behalf of the Trust with appropriate banking and savings institutions, and execute and/or accept any instrument or agreement incidental to the Trust's purposes, any such instrument or agreement so 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;

(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 the Memorandum and supplements and amendments thereto;

(e) To pay or authorize the payment of distributions to the Shareholders and expenses of the Trust;

(f) To act as Transfer Agent and perform functions customarily preferred by a transfer agent;

(g) To prepare, or cause to be prepared, and file, or cause to be filed, an application to enable the Shares to be traded on the OTCQX or any other financial market deemed by the Sponsor to be in the interest of Shareholders and to take any other action and execute and deliver any certificate or documents that may be necessary to effectuate such trading;

(h) To bond or otherwise allocate such of the BNB held by the Trust to the Staking Provider (via the Custodian) or other service provider, as applicable, for the purpose of Staking as the Sponsor, in its sole discretion deems appropriate, and to earn as fees, any related rewards earned by the Trust pursuant to such Staking; and

(i) In the sole and absolute discretion of the Sponsor, to admit an additional Sponsor.

SECTION 4.3 *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 business and 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 for the benefit of the Trust and 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 business 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 Trust's Trustee and any other service provider;
- (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, and the Sponsor will 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. The Sponsor shall 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;
- (i) Receive directly or through its delegates from Purchaser and process properly submitted Purchase Orders, as described in Section 3.2(a);
- (j) Invest (except purchasing BNBs pursuant to a Purchase Order) or reinvest any cash held by the Trust (including reserves) in Permitted Investments.
- (k) In connection with Purchase Orders, receive directly or through its delegates the number of BNBs in an amount equal to the BNB Purchase Amount from Purchasers;
- (l) In connection with Purchase Orders, after receiving the BNB Purchase Amount and accepting a Purchaser's Purchase Order, the Sponsor or its delegate will direct the Transfer Agent to credit the Shares to fill the Purchaser's Purchase Order within one Business Day immediately following the Purchase Order Date;
- (m) Receive directly or through its delegates from Purchasers and process properly submitted Redemption Orders, as permitted by Article VI;
- (n) In connection with Redemption Orders (if permitted), after receiving the Redemption Order (as defined in applicable policies and procedures; specifying the number of Shares that the Shareholder wishes to redeem and confirming the Shareholder's Self-Administered Account information, the Sponsor or its delegates instructs the Custodian to send the Shareholder a number of BNBs equal to the BNB Redemption Amount (as defined in applicable policies and procedures) and directs the Transfer Agent to debit the number of Shares redeemed from the Shareholder's account on the next business day after the redemption order date;
- (o) Interact with the Custodian and any other party as required;

(p) If the OTCQX Application is approved by OTCQX, then the Sponsor, on behalf of the Trust, shall cause the Trust to comply with all rules, orders and regulations of the OTCQX to which the Trust is subject as a result of the approval of the OTCQX Application and the Sponsor will take all such other actions which may reasonably be taken which are necessary for the Shares to remain traded on the OTCQX until the Trust is either terminated or if the Shares are no longer traded on the OTCQX. In addition, the Sponsor is authorized and shall take, all actions to prepare and, to the extent required by this Agreement or by law, mail to Shareholders any reports, press releases or statements, financial or otherwise, that the Sponsor determines are required to be provided to Shareholders by applicable law or governmental regulation or the requirements of OTCQX, as applicable;

(q) Delegate those of its duties hereunder as it shall determine from time to time to one or more Distributors, add any additional service providers, if needed and as applicable;

(r) Perform such other services as the Sponsor believes that the Trust may from time to time require; and

(s) In general, to do everything necessary, suitable or proper for the accomplishment of any purpose or the attainment of any object or the furtherance of any power herein set forth, either alone or in association with others, and to do every other act or thing incidental or appurtenant to or growing out of or connected with the aforesaid purposes, objects or powers.

The foregoing clauses shall be construed both as objects and powers, and the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the general powers of the 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 4.4 *General Prohibitions.* The Trust shall not:

(a) Receive any property other than BNB or U.S. Dollars upon the issuance or sale of Shares;

(b) Hold any property other than cash, Permitted Investments, BNBs (including any forked version thereof) or airdropped cryptocurrency coins;

(c) Redeem the Shares other than as provided pursuant to Article VI or upon the dissolution of the Trust;

(d) Borrow money from or loan money to any Shareholder (including the Sponsor) or other Person;

(e) Except as expressly contemplated by this Agreement, create, incur, assume or suffer to exist any lien, mortgage, pledge conditional sales or other title retention agreement, charge, security interest or encumbrance, except for liens for taxes not delinquent or being contested in good faith and by appropriate proceedings and for which appropriate reserves have been established; provided, however, that for the avoidance of doubt, the Trust may permit its BNB to

be used for Staking as contemplated hereunder, the rewards of which shall be used to pay the Staking Rewards to the Sponsor;

(f) Comingle its assets with those of any other Person, except to the extent as permitted under applicable law and the regulation;

(g) 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; provided, however, that the foregoing prohibition is not intended to prevent the Trust from permitting the BNBs owned by the Trust to be used for Staking as contemplated by this Agreement or for the Sponsor to earn rewards resulting from such Staking in the form of Staking Rewards Payments;

(h) Invest (except purchasing BNBs pursuant to a Purchase Order) or reinvest any cash held by the Trust (including reserves) in anything other than Permitted Investments;

(i) Enter into any contract with the Sponsor or an Affiliate of the Sponsor (except for selling agreements for the sale of Shares) which has a term of more than one year and which does not provide that it may be canceled by the Trust without penalty on one hundred twenty (120) days prior written notice or for the provision of services, except at rates and terms at least as favorable as those which may be obtained from third parties in arm's length negotiations; or

(j) Cause the Trust to elect to be treated as an association taxable as a corporation for U.S. federal income tax purposes.

SECTION 4.5 *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 capital or profits of any Shareholder or assignee thereof, it being expressly agreed that any such return of capital or profits 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 4.6 *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 to any other Person, the Sponsor acting under this Trust Agreement shall not be liable to the Trust, the Shareholders or to any other Person for its good faith reliance on the provisions of this Trust Agreement subject to the standard of care in Section 4.6 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 and the Shareholder 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 or any Shareholder or any other Person, on the other hand; or

(ii) whenever this Trust Agreement or any other agreement contemplated herein or therein 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 other 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 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 (a) in its “sole discretion” or “discretion” or under a grant of similar authority or latitude, the Person shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Trust, the Shareholders or any other Person, or (b) in its “good faith” or under another express standard, the Person shall act under such express standard and shall not be subject to any other or different standard. The term “good faith” as used in this Trust Agreement shall mean subjective good faith as such term is understood and interpreted under Delaware law.

SECTION 4.7 *Indemnification of the Sponsor and Shareholders.*

(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 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 only be recoverable 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 to exist 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 Code by or against the Sponsor.

(b) Notwithstanding the provisions of Section 4.7(a) above, the Sponsor 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.

(c) 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 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 4.7.

(e) The term "Sponsor" as used only in this Section 4.7 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 business, 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 4.8 *Expenses and Limitations Thereon.*

(a) Management Fee and Staking Rewards Payments.

(i) The Trust shall pay a Management Fee, which accrues daily at an annual rate of 2.50% of the NAV of the Trust and is payable to the Sponsor monthly in arrears. The Sponsor, may, in its sole discretion, waive the Management Fee, in such amount, and for such period, as it deems appropriate. Such waiver shall not preclude the Sponsor from accruing the full Management Fee once such waiver period has ended.

(ii) The Trust shall pay the Sponsor the Staking Rewards Payments, which is a variable amount equal to the awards received by the Trust for the Staking of the Trust's BNB. The Staking Rewards Payments accrue promptly as earned by the Trust and are payable to the Sponsor as they accrue.

(iii) In order to pay the Management Fee (or the Staking Rewards Payments, as applicable) in USD, the Sponsor may be required to convert the Management Fee (or the Staking Rewards Payments, as applicable), as reflected by the appropriate number of BNBs, into USD. The Sponsor shall use its best efforts within a reasonable time frame in order to seek the Actual Exchange Rate. It is expected that the Management Fee exchange rate (or the Staking Rewards exchange rate, as applicable) and the Actual Exchange Rate may differ.

(iv) At the Sponsor's election, the Sponsor may elect to (i) direct its delegates or the Custodian to withdraw the BNB amount comprising the Management Fee (or, the Staking Rewards Payments), (ii) convert the Management Fee (or the Staking Rewards Payment) to USD and (iii) pay such dollar amount to the Sponsor, who will then pay itself as well as the relevant Assumed Expenses (as defined below). Alternatively, the Sponsor may elect to (i) direct its delegates or the Custodian to withdraw the BNB amount comprising the Management Fee (or, as applicable, the Staking Rewards), (ii) convert the Management Fee (or the Staking Rewards Payments) to USD and (iii) pay certain Assumed Expenses from the Management Fee (or as applicable the Staking Rewards Payments) and the remaining amount, if any, to the Sponsor.

(v) As consideration for receipt of the Management Fee and the Staking Rewards Payments, the Sponsor shall assume and pay routine and ordinary administrative and operating expenses of the Trust (the "**Assumed Expenses**"), however the Trust shall be responsible for any non-routine expenses, which will be paid by the Trust as Extraordinary Expenses (as defined below).

(b) The Trust shall pay expenses in addition to the Management Fee and the Staking Rewards Payments, such as, but not limited to, taxes and governmental charges, expenses and costs, expenses and indemnities related to any extraordinary services performed by the Sponsor (or any other Service Provider, including the Trustee) on behalf of the Trust to protect the Trust or the interests of Shareholders, indemnification expenses, fees, and expenses related to public trading on OTCQX (collectively, "**Extraordinary Expenses**").

(c) The Sponsor, its delegates or the Custodian shall withdraw BNBs as needed from the Trust Storage Account to pay the Management Fees and the Staking Reward Fees (as well as the Extraordinary Expenses, if any). The Sponsor or any Affiliate of the Sponsor may only be reimbursed for the actual cost to the Sponsor or such Affiliate of any expenses which it advances on behalf of the Trust for which payment 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 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 4.9 *Business of Shareholders.* Except as otherwise specifically provided herein, any of the Shareholders and any shareholder, officer, director, employee or other person holding a legal or beneficial interest in an entity which 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 business of the Trust, shall not be deemed wrongful or improper.

SECTION 4.10 *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 Trust shall liquidate in accordance with Section 12.1(a)(vi) hereof. In the event of its removal or withdrawal, the Sponsor shall be entitled to a redemption of its Shares at the Net Asset Value. If the Sponsor withdraws and a successor Sponsor is named, the withdrawing Sponsor shall pay all expenses as a result of its withdrawal.

SECTION 4.11 *Authorization of Memorandum.* Each Shareholder (or any permitted assignee thereof) hereby agrees that the Trust, the Sponsor and the Trustee are authorized to execute, deliver and perform the agreements, acts, transactions and matters contemplated hereby or described in or contemplated by the Memorandum on behalf of the 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.

SECTION 4.12 *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 Agreement) of the Sponsor.

ARTICLE V

TRANSFER OF SHARES

SECTION 5.1 *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 his Shares or any part of his right, title and interest in the capital or profits in the Trust except as permitted in this *Article* and any act in violation of this Article 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 5.2 Transfer of Sponsor's Shares.

(a) Upon an Event of Withdrawal (as defined in Section 12.1(a)(vi), the Sponsor's Shares shall be purchased by the Trust for a purchase price in cash equal to the Net Asset Value thereof. The Sponsor will 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 full extent permitted by law, and on sixty (60) days' prior written notice to the Shareholders, 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 or the transfer of the Sponsor's Shares to an Affiliate of the Sponsor. 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 4.10 or an Event of Withdrawal for purposes of Section 5.2(a).

SECTION 5.3 Transfer of Shares.

(a) Except for Shares originally offered and sold in a transaction pursuant to Rule 504 under the Securities Act and freely transferable under applicable law or regulation, 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 such written consent in the Memorandum.

(b) 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 authorized instrument of transfer, and such evidence if

the genuineness of each such execution 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 the Shares shall be deemed to be the Shareholder with respect to such Shares for all purposes hereunder and neither the Sponsor nor the Trust, the Transfer Agent nor 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 VI

REDEMPTIONS

SECTION 6.1 *Redemption of Shares.* The Shares may be redeemable upon receiving regulatory approval from the SEC and or otherwise as determined by the Sponsor in its sole discretion. Prior to accepting such redemptions, the Sponsor shall amend this Trust Agreement to include Share redemptions procedures consistent with such regulatory approval (if any) pursuant to Section 10.1 hereof. Notwithstanding anything to the contrary, a Share may be redeemed no earlier than twelve (12) months after its date of issuance.

ARTICLE VII

SHAREHOLDERS

SECTION 7.1 *No Management or Control; Limited Liability.* 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 his share 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 his capacity as a Shareholder, nor shall any Shareholder have a drawing account or earn interest on its share of the Trust Estate. By the purchase and acceptance or other lawful delivery and acceptance of Shares, each owner 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 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' redemption rights set forth in Article VI hereof, Shareholders shall have the right to demand the return of their capital 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) Except as expressly set forth in this Trust Agreement, 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 4.7(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 his share of the Trust Estate, except in the event that the liability is founded upon misstatements or omissions contained in such Shareholder's Agreement delivered in connection with his purchase of Shares. 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 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 Agreement, and to the extent of the applicable Trust Estate, each Shareholder against any claims of liability asserted against such Shareholder solely because he 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 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 which 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 3.4 and 3.5 hereof.

SECTION 7.4 *Derivative Actions.*

In addition 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; provided,

however, that the preceding limitation shall not apply to derivative actions brought in the name of the Trust under the federal securities laws and the rules and regulations thereunder.

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 X.

SECTION 8.2 *Quarterly Updates, Annual Updates and Account Statements.*

(a) The Sponsor will prepare and publish the Trust's Quarterly Updates and Annual Updates as required by the OTCQX's Alternative Reporting Standards and any other applicable rules and regulations of the OTCQX, in each case as and when applicable.

(b) The Shareholders will have access to the Trust's website, which shall allow Shareholders to view their unaudited account statements, as available.

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 as soon as practicable following the end of each Fiscal Year but generally no later than March 15. All such tax returns and information will 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 United States federal withholding requirements respecting distributions to, or receipts of amounts on behalf of, Shareholders that the Sponsor reasonably believes are applicable under the Code. The consent of Shareholders shall not be required for such withholding.

SECTION 8.4 *Calculation of Net Asset Value.* Net Asset Value shall be calculated at such times as the Sponsor shall determine from time to time.

SECTION 8.5 *Maintenance of Records.* The Sponsor shall maintain: (a) for a period of at least six Fiscal Years all books of account required by Section 8.1 hereof; a list of the names and last known address of, and number of Shares owned by, all Shareholders, a copy of the Certificate of Trust and all certificates of amendment thereto, together with executed copies of any powers of attorney pursuant to which any certificate has been executed; copies of the Trust's U.S. federal, state and local income tax returns and reports, if any; and (b) for a period of at least six Fiscal Years copies of any effective written Trust Agreements, including any amendments thereto, and

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 at the Sponsor may determine in its sole discretion, provided the Sponsor uses 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 the OTCQX with respect to the maintenance of records, the records will be maintained pursuant to the rules and regulations of the OTCQX.

ARTICLE IX

FISCAL YEAR

SECTION 9.1 *Fiscal Year*. The Fiscal Year shall begin on the 1st day of January and end on the 31st day of December of each year. The first Fiscal Year of the Trust commenced on April 20, 2021 and shall end on December 31, 2021. 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) Except as specifically provided in this Section 10.1, the Sponsor may, in its sole discretion, and without the approval of the Shareholders, make such amendments to (including any supplements to or deletions from) this Trust Agreement as the Sponsor deems necessary or appropriate; provided, however, that the Sponsor shall not be permitted to make any such amendment, or otherwise supplement this Trust Agreement, if such amendment or supplement would permit the Sponsor, the Trustee or any other Person to vary the investment of Shareholders (within the meaning of Treasury Regulations Section 301.7701-4(c)) or would otherwise adversely affect the status of the Trust as a grantor trust for U.,S. federal tax purposes.

Any amendments to this Trust Agreement which materially adversely affects the interests of the Shareholders shall occur only upon the vote of the Shareholders holding Shares equal to at least a majority (over 50%) of the Shares (not including Shares held by the Sponsor and its Affiliates). For all purposes of this Section 10.1, a Shareholder shall be deemed to consent to a modification or amendment to this Trust Agreement if the Sponsor has notified such Shareholder in writing of the proposed modification or amendment and the Shareholder has not, within twenty (20) calendar days of such notice, notified the Sponsor in writing that the Shareholder objects to such modification or amendment. Notwithstanding anything to the contrary herein, notice pursuant this Section 10.1 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.

Notwithstanding any provision to the contrary contained in Sections 10.1(a) hereof, 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.

(b) 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.

(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 the rights, duties or liabilities of the Trustee. 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 and certification 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. The Trustee may, but is not required to enter into any amendment that has an adverse effect on the Trustee.

(d) 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.

SECTION 10.2 *Meetings of the Trust.* Meetings of the Shareholders may be called by the Sponsor and will be called by it upon the written request of Shareholders holding Shares equal to at least 30% of the Shares. Such call for a meeting shall be deemed to have been made upon the receipt by the Sponsor of a written request from Shareholders representing the requisite percentage of Shares. The Sponsor shall deposit in the United States mails, within 15 days after receipt of said request, 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 30 nor more than 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 and an opinion of independent counsel as to the effect of such proposed action on the liability of Shareholders for the debts of the Trust. 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 13.5. 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 13.5 below and actually received by the Trust within 20 days after the notice of solicitation is affected. The Covered Persons dealing with the Trust shall be entitled to act in reliance on any vote or consent which is deemed cast or granted pursuant to this Section 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 timely communication made by or on behalf of all or any of such Shareholders in any manner other than as expressly provided in Section 13.5.

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 *Dissolution of the Trust.*

(a) *Events Requiring Dissolution of the Trust.* The Trust shall dissolve at any time upon the happening of any of the following events:

(i) a United States federal or state regulator requires the Trust to shut down or forces the Trust to liquidate its BNBs or seizes, impounds or otherwise restricts access to Trust assets;

(ii) the Trust is determined to be a “money service business” under the regulations promulgated by FinCEN under the authority of the US Bank Secrecy Act and is required to comply with certain FinCEN regulations thereunder, and the Sponsor has made the determination that dissolution of the Trust is advisable;

(iii) the Trust is required to obtain a license or make a registration under any state law regulating money transmitters, money services business, providers of prepaid or stored value or similar entities, virtual currency business, and the Sponsor has made the determination that dissolution of the Trust is advisable;

(iv) 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 BNB Market Price;

(v) any ongoing event exists that either prevents the Trust from converting or makes impractical the Trust's reasonable efforts to convert BNBs to USD;

(vi) the filing of a certificate of dissolution or revocation of the Sponsor's charter (and the expiration of 90 days after the date of notice to the Sponsor of revocation without a reinstatement of its charter) or upon the withdrawal, removal, adjudication or admission of bankruptcy or insolvency of the Sponsor, or an event of withdrawal (each of the foregoing events an “**Event of Withdrawal**”) unless at the time there is at least one remaining; or

(vii) the Custodian resigns or is removed without replacement.

(b) *Discretionary Dissolution of the Trust.* 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 becomes insolvent or bankrupt;

(iv) all of the Trust's assets are sold;

(v) the determination of the Sponsor that the ongoing management and operation of the Trust is imprudent or impractical and contrary to the interest of Shareholders, or that the aggregate net assets of the Trust in relation to the expenses of the Trust make it unreasonable or imprudent to continue the business of the Trust;

(vi) 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; and

(vii) if the Trustee notifies the Sponsor of the Trustee's election to resign and the Sponsor does not appoint a successor trustee within 60 days, the Trust will dissolve.

(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 estate, custodian or personal representative shall have no right to withdraw or value such Shareholder's Shares. Each Shareholder (and any assignee thereof) expressly agrees that in the event of his death, he waives on behalf of himself and his estate, and he directs the legal representative of his 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 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 (in such capacity, the “**Liquidating Trustee**”) shall take full charge of the Trust Estate. The Liquidating Trustee 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 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 Sponsor and each Shareholder pro rata in accordance with their respective Percentage Interests.

SECTION 12.3 *Termination; Certificate of Cancellation.* Following the dissolution and distribution of the assets of the Trust, the Trust shall terminate and Sponsor or 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 which 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 Sections 1.5 and 1.6, the Trust may exercise all powers

that are ordinarily exercised by such a statutory trust under Delaware law. Subject to Sections 1.5 and 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 or other applicable U.S. federal or state laws or the rules and regulations of the OTCQX, 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 *Merger and Consolidation.* 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 units 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, the Sponsor, with written notice to the Shareholders, may approve and effect any of the transactions contemplated under (i) — (iii) above without any vote or other action of the Shareholders. This Section 13.3 shall not permit the Sponsor to cause the Trust to enter into a transaction that would result in the Trust not being treated as a grantor trust under applicable federal tax law.

SECTION 13.4 *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 13.5 *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 facsimile 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.

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, Delaware 19808

All notices that the Trustee is required to provide shall be sent

to: if to the Trust, at

Osprey BNB Chain Trust
1241 Post Road, Suite 200
Fairfield, CT 06824
Attention: Chief Operating Officer

if to the Sponsor, at

Osprey Funds, LLC
1241 Post Road, Suite 200
Fairfield, CT 06824
Attention: Chief Operating Officer

SECTION 13.6 *Counterparts*. This Trust Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

SECTION 13.7 *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 assignees shall be bound by such determination.

SECTION 13.8 *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 13.9 *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 13.10 *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 13.11 *Goodwill; Use of Name.* No value shall be placed on the name or goodwill of the Trust, which shall belong exclusively to Osprey Funds, LLC.

IN WITNESS WHEREOF, the undersigned have duly executed this Declaration of Trust and Trust Agreement as of the day and year first above written.

CSC DELAWARE TRUST COMPANY, as Trustee

By: 
Name: Gregory Daniels
Title: Vice President

OSPREY FUNDS, LLC, as Sponsor

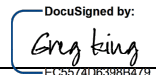
By: 
Name: Greg King
Title: CEO

Exhibit 3

Amendment No. 1 to the Amended and Restated Declaration of Trust and Trust Agreement of Osprey BNB Chain Trust, dated as of November 12, 2025.

AMENDMENT NO. 1 TO TRUST AGREEMENT

This Amendment No. 1 (the “**Amendment**”) to the Amended and Restated Declaration of Trust and Trust Agreement of Osprey BNB Chain Trust, by and among Osprey Funds, LLC, a Delaware limited liability company (“**Sponsor**”), CSC Delaware Trust Company (“**Trustee**”), and the Shareholders, dated as of March 26, 2025 (the “**Amended and Restated Trust Agreement**”) is dated and effective as of November 12, 2025. Capitalized terms used herein and not otherwise shall have the meanings ascribed to them in the Trust Agreement.

WHEREAS, Section 10.1 of the Trust Agreement provides that the Sponsor and the Trustee may amend the Trust Agreement without the consent of Shareholders, subject to certain exceptions, including without limitation that the Sponsor deems the amendment advisable and is not materially adverse to the interest of Shareholders; and

WHEREAS, the Sponsor deems it advisable and not material adverse to the interests of the Shareholders to amend the Trust Agreement in connection with its intention to convert the Trust into an exchange-traded product, to clarify that the costs of registering the Shares with the SEC and listing the Shares on a national securities exchange, and expenses incidental thereto shall be borne by the Trust as Extraordinary Expenses pursuant to Section 4.8(b) of the Trust Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto agree to amend the Trust Agreement as follows:

A. Section 4.8(b) of the Trust Agreement is hereby amended, to read as follows:

The Trust shall pay expenses in addition to the Management Fee and the Staking Rewards Payments, such as, but not limited to, taxes and governmental charges, expenses and costs, expenses and indemnities related to any extraordinary services performed by the Sponsor (or any other Service Provider, including the Trustee) on behalf of the Trust to protect the Trust or the interests of Shareholders, indemnification expenses, fees, and expenses related to public trading on OTCQX or to the listing, quotation or trading of the Shares on any national securities exchange (including customary legal, marketing and audit fees and expenses), and for the avoidance of doubt, including such fees and expenses incurred, whether or not yet paid, prior to the effective date of this Trust Agreement (collectively, “**Extraordinary Expenses**”).

B. All other terms and conditions of the Trust Agreement not hereby amended shall otherwise remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized signatories as of the date first indicated above.

OSPREY FUNDS, LLC:

By _____

Name:

Title:

Exhibit 4

BitGo Custodial Services Agreement with BitGo Trust Company, Inc.

BITGO CUSTODIAL SERVICES AGREEMENT

This BitGo Custodial Services Agreement (this “Agreement”) is made as of the Effective Date by and between:

	Osprey BNB Chain Trust	(“CLIENT”)
a	U.S.	Trust

and Custodian. This Agreement governs Client’s use of the Services (as defined below) provided or made available by Custodian to Client.

Definitions. Capitalized terms not defined elsewhere in this Agreement shall have the meaning set forth below:

- a) “**Agreement**” means this BitGo Custodial Services Agreement, as it may be amended from time to time, and includes all schedules and exhibits to this BitGo Custodial Services Agreement, as they may be amended from time to time.
- b) “**Applicable Law**” means any applicable statute, rule, regulation, regulatory guideline, order, law, ordinance, or code; the common law and laws of equity; any binding court order, judgment, or decree; any applicable industry code, rule, guideline, policy, or standard enforceable by law (including as a result of participation in a self-regulatory organization); and any official interpretations of any of the foregoing.
- c) “**Assets**” means, as applicable, Digital Assets and/or Fiat Currency.
- d) “**Authorized Persons**” means any person authorized by Client or a person reasonably believed by Custodian to be authorized by Client to act on behalf of Client (e.g., viewer, admin, enterprise owner, viewer with additional video rights, etc.).
- e) “**Bank**” means either (a) a U.S. banking institution insured by the Federal Deposit Insurance Corporation (FDIC) or (b) an organization that is organized under the laws of a foreign country, or a territory of the United States that is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or the country in which its principal banking operations are located.
- f) “**Client Security Codes**” means IDs, credentials, passwords, login information, hints, personal identification numbers, non-custodial wallet keys (other than Client Keys), yubikeys, 2-factor authentication devices or backups, or any other codes that Client uses to access the Services.
- g) “**Company Site**” means <https://www.bitgo.com/>.
- h) “**Custodian**” means BitGo Trust Company, Inc., a South Dakota trust company duly organized and chartered under § 51A-6A-1(12A) of the South Dakota Banking Law and licensed to act as custodian of Client’s Assets on Client’s behalf.
- i) “**Digital Assets**” means digital assets, virtual currencies, tokens, or coins held for Client under the terms of this Agreement.
- j) “**Effective Date**” means the last signature below unless otherwise specified in this Agreement.
- k) “**Fee Schedule**” means the fees associated with the Services set forth in Schedule A to this Agreement.
- l) “**Fiat Currency**” means certain supported fiat currencies, such as U.S. Dollars.
- m) “**Instructions**” means instructions given by Client or Client’s Authorized Persons.
- n) “**Losses**” means, collectively, liabilities, damages, losses, costs, and expenses, including reasonable attorneys’ fees and costs.
- o) “**Services**” means, collectively, all the services that Client receives from Custodian and its affiliates, including, Custodial Services, Wallet Services, and Settlement Services, as applicable.

- p) “**UI**” means the web user interface available to Client through the Company Site that allows Client to access certain Services.

1. SERVICES.

1.1. Authorization. Client authorizes, approves, and directs Custodian to establish and maintain one or more custody accounts on its books (each a “**Custodial Account**”), pursuant to the terms of this Agreement, for the receipt, safekeeping, and maintenance of Client’s Assets (“**Custodial Services**”).

1.2. Custody Transactions. The Custodial Services allow Client to deposit Assets to Client’s Custodial Account and to withdraw Assets from Client’s Custodial Account to an external location, in each case, pursuant to Instructions provided through the UI (each of such transactions is a “**Custody Transaction**”) and consistent with the provisions set forth in Section 2. Custodian reserves the right to refuse to process or to cancel any pending Custody Transaction: (a) as required by Applicable Law; (b) to enforce a transaction, threshold, and condition limits; or (c) if Custodian reasonably believes that the Custody Transaction may violate or facilitate the violation of any Applicable Law. Custodian cannot reverse a Custody Transaction which has been broadcast to a Digital Asset network.

1.3. Third-Party Payments. The Custodial Services are not intended to facilitate third-party payments of any kind. As such, Custodian has no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of any goods or services that Client may purchase from a third party (including other users of Custodial Services) using Assets in Client’s Custodial Account.

1.4. Clearing and Settlement Services. Custodian may offer clearing and settlement services (the “**Settlement Services**”) that facilitate the settlement of transactions of supported Assets between Client and Client’s trade counterparty that also has a Custodial Account with Custodian (“**Settlement Partner**”) pursuant to the operational terms set forth in Section 2.10.

1.5. Wallet Software and Non-Custodial Wallet Service.

(a) Custodian also provides Client with the option to create non-custodial wallets that support certain Digital Assets (“**Wallet Services**”). Wallet Services are provided by BitGo, Inc., an affiliate of Custodian (“**BitGo Inc**”). Wallet Services provide access to wallets where BitGo Inc holds a minority of the keys, and Client is responsible for holding a majority of the keys (“**Client Keys**”).

(b) The Wallet Services do not send or receive Digital Assets or Fiat Currency. The Wallet Services enable Client to interface with virtual currency networks to view and transmit information about a public cryptographic key commonly referred to as a blockchain address. As further set forth in Section 3.4, Client assumes all responsibility and liability for securing the Client Keys. Further, Client assumes all responsibility and liability for creation, storage, and maintenance of any backup keys associated with accounts created using the Wallet Services.

(c) Client’s use of the Wallet Services is subject to the terms available at <https://www.bitgo.com/legal/services-agreement/> and <https://www.bitgo.com/legal/bitgo-terms-of-use/> as may be amended from time to time in Custodian’s sole discretion (the “**Online Terms**”). In the event of a conflict between the Online Terms and the terms of this Agreement, the terms of this Agreement shall control.

1.6. API Access and Developer Application.

(a) Services, BitGo Inc’s application programming interfaces (“**APIs**”), and BitGo Inc’s software development kits (“**SDK**”) can be accessed through the Company Site. Client may elect to use the APIs either directly or indirectly within an independently developed application controlled by Client (“**Developer Application**”) pursuant to the terms set forth in this Section 1.6.

(b) Services provided through the APIs, either alone or with a Developer Application are subject to usage limits and the terms and conditions set forth on the Online Terms. In the event of a conflict between

the Online Terms and the terms of this Agreement, the terms of this Agreement shall control. If Client exceeds a usage limit, Custodian may provide assistance to seek to reduce Client's usage so that it conforms to the applicable usage limit. If Client is unable or unwilling to abide by the usage limits, Client will order additional quantities of the applicable Services promptly upon request or pay Custodian's invoices for excess usage.

(c) Subject to Custodian's acceptance of Client as a developer, and subject to Client's performance of its obligations under this Agreement and any other executed agreements with Custodian's affiliates, Custodian, on behalf of itself and its affiliates, grants Client a non-assignable, non-transferrable, revocable, personal, and non-exclusive license under applicable intellectual property rights to use and reproduce the SDK for use with the Developer Application. Client agrees that all end customers of any Developer Application will be subject to the same use restrictions that bind Client under this Agreement including the restrictions set forth in Section 3.4. Client is solely responsible and has sole liability for end customers that access or use the Services via the Developer Application and all acts or omissions taken by such end customers will be deemed to have been taken (or not taken) by Client. Client is responsible for the accuracy, quality, and legality of the Developer Application's content and user data. Client will comply with, and ensure that Client's Developer Application and its end customers comply with, all Applicable Law.

1.7. Fees. Fees and payment terms associated with the Services are set forth in the Fee Schedule. Custodian reserves the right to revise its Fee Schedule at any time following the Initial Term (as defined below), provided that Custodian will provide Client with at least thirty (30) days' advance notice of any such revision. Within such thirty (30)-day period, Client may terminate this Agreement and discontinue the Services hereunder at no additional charge to Client.

1.8. Taxes. Client is solely responsible for any taxes applicable to any Custody Transactions, and for withholding, collecting, reporting, or remitting the correct amount of taxes to the appropriate tax authorities. Client's Custody Transactions' history is available by accessing Client's Custodial Account through the UI or by contacting Custodian directly. If Custodian or an affiliate of Custodian has a legal obligation to pay or collect taxes for which Client is responsible, Client will be invoiced for the relevant amount, including any penalties, fines, or interest thereon, and Client will pay that amount promptly upon the receipt of the applicable invoice(s) unless Client provides the Custodian or relevant affiliate of Custodian with a valid tax exemption certificate authorized by the appropriate taxing authority.

1.9. Acknowledgement of Risks.

(a) General Risks; No Investment, Tax, or Legal Advice; No Brokerage. CLIENT ACKNOWLEDGES THAT CUSTODIAN DOES NOT PROVIDE INVESTMENT, TAX, OR LEGAL ADVICE, NOR DOES CUSTODIAN BROKER TRANSACTIONS ON CLIENT'S BEHALF. CLIENT ACKNOWLEDGES THAT CUSTODIAN HAS NOT PROVIDED AND WILL NOT PROVIDE ANY ADVICE, GUIDANCE, OR RECOMMENDATIONS TO CLIENT WITH REGARD TO THE SUITABILITY OR VALUE OF ANY ASSETS, AND THAT CUSTODIAN HAS NO LIABILITY REGARDING ANY SELECTION OF A DIGITAL ASSET OR OTHERWISE THAT IS HELD BY CLIENT THROUGH CLIENT'S CUSTODIAL ACCOUNT AND THE CUSTODIAL SERVICES OR OTHER SERVICES. ALL CUSTODY TRANSACTIONS ARE EXECUTED BASED ON INSTRUCTIONS, AND CLIENT IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT, INVESTMENT STRATEGY, OR RELATED TRANSACTION INVOLVING CLIENT'S ASSETS IS APPROPRIATE FOR CLIENT BASED ON CLIENT'S INVESTMENT OBJECTIVES, FINANCIAL CIRCUMSTANCES, AND RISK TOLERANCE. CLIENT SHOULD SEEK LEGAL AND PROFESSIONAL TAX ADVICE REGARDING ANY TRANSACTION.

(b) Material Risk in Investing in Digital Currencies. CLIENT ACKNOWLEDGES THAT: (i) DIGITAL ASSETS ARE NOT LEGAL TENDER, ARE NOT BACKED BY THE U.S. GOVERNMENT, AND ACCOUNTS AND VALUE BALANCES ARE NOT SUBJECT TO FEDERAL DEPOSIT INSURANCE CORPORATION OR SECURITIES INVESTOR PROTECTIONS; (ii) 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; (iii) TRANSACTIONS INVOLVING DIGITAL ASSETS MAY BE IRREVERSIBLE, AND, ACCORDINGLY, LOSSES DUE TO FRAUDULENT OR ACCIDENTAL TRANSACTIONS MAY NOT BE RECOVERABLE; (iv) SOME DIGITAL ASSETS TRANSACTIONS SHALL BE DEEMED TO BE MADE WHEN RECORDED ON A PUBLIC LEDGER, WHICH IS NOT NECESSARILY THE DATE OR TIME THAT CLIENT INITIATES THE TRANSACTION; (v) THE VALUE OF DIGITAL ASSETS MAY BE DERIVED FROM THE CONTINUED WILLINGNESS OF MARKET PARTICIPANTS TO EXCHANGE FIAT CURRENCY 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; (vi) THERE IS NO ASSURANCE THAT A PERSON WHO ACCEPTS DIGITAL ASSETS AS PAYMENT TODAY WILL CONTINUE TO DO SO IN THE FUTURE; (vii) THE VOLATILITY AND UNPREDICTABILITY OF THE PRICE OF DIGITAL ASSETS RELATIVE TO FIAT CURRENCY MAY RESULT IN SIGNIFICANT LOSS OVER A SHORT PERIOD OF TIME; (viii) THE NATURE OF DIGITAL ASSETS MAY LEAD TO AN INCREASED RISK OF FRAUD OR CYBER ATTACK; (ix) THE NATURE OF DIGITAL ASSETS MEANS THAT ANY TECHNOLOGICAL DIFFICULTIES EXPERIENCED BY CUSTODIAN MAY PREVENT THE ACCESS OR USE OF A CLIENT'S OR CLIENT'S CUSTOMERS' DIGITAL ASSETS; AND (x) ANY ACCOUNT MAINTAINED BY CUSTODIAN FOR THE BENEFIT OF CLIENT (E.G., A BOND OR TRUST ACCOUNT) MAY NOT BE SUFFICIENT TO COVER ALL LOSSES INCURRED BY CLIENT OR CLIENT'S CUSTOMERS.

(c) Additional Client Acknowledgment. CLIENT ACKNOWLEDGES THAT USING DIGITAL ASSETS AND ANY RELATED NETWORKS AND PROTOCOLS INVOLVES SERIOUS RISKS. CLIENT AGREES THAT IT HAS READ AND ACCEPTS THE RISKS LISTED IN THIS SECTION 1.9, WHICH IS NON-EXHAUSTIVE AND WHICH MAY NOT CAPTURE ALL RISKS ASSOCIATED WITH CLIENT'S ACTIVITY. IT IS CLIENT'S DUTY TO LEARN ABOUT ALL THE RISKS INVOLVED WITH DIGITAL ASSETS AND ANY RELATED PROTOCOLS AND NETWORKS. CUSTODIAN MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE VALUE OF DIGITAL ASSETS OR THE SECURITY OR PERFORMANCE OF ANY RELATED NETWORK OR PROTOCOL.

2. OPERATIONAL TERMS

2.1. General. The Digital Assets stored in Client's Custodial Account are segregated from both the (a) property of Custodian, and (b) the Assets of other customers of Custodian, except for Digital Assets specifically moved into shared accounts by Client. Fiat Currency stored on Client's behalf is stored by Custodian in accordance with Section 2.4.

2.2 Registration; Authorized Persons.

(a) To create a Custodial Account and use the Custodial Services, Client must provide Custodian with all information requested. Based on the information provided (or not provided), Custodian may, in its sole discretion, refuse to allow Client to establish a Custodial Account, limit the number of Custodial Accounts, or decide to subsequently terminate a Custodial Account in accordance with Section 4.

(b) Client will maintain an updated and current list of Authorized Persons at all times on the UI and will immediately notify Custodian of any changes to the list of Authorized Persons by updating the list on the UI. Client shall make available all necessary documentation and identification information, as reasonably requested by Custodian to confirm: (i) the identity of each Authorized Person; (ii) that each Authorized Person is eligible to be deemed an "Authorized Person" as defined in this Agreement; and (iii) the person requesting the changes in the list of Authorized Persons has valid authority to request changes on behalf of Client.

2.3 **Instructions.**

- (a) Custodian acts upon Instructions that are received and verified by Custodian in accordance with its procedures and this Agreement.
- (b) Instructions will be required for any action requested of Custodian. Instructions shall continue in full force and effect until canceled (if possible) or executed.
- (c) Custodian shall be entitled to rely upon any Instructions it receives pursuant to this Agreement.
- (d) Custodian may assume that any Instructions received hereunder, if applicable, are not in any way inconsistent with the provisions of organizational documents of Client or of any vote, resolution, or proper authorization, and that Client is authorized to take the actions specified in the Instructions.
- (e) Client shall verify all information submitted in Instructions to Custodian. Custodian shall have no duty to inquire into or investigate the validity, accuracy, or content of any Instructions.
- (f) If any Instructions are ambiguous, incomplete, or conflicting, Custodian may refuse to execute such Instructions until any ambiguity, incompleteness, or conflict has been resolved. Custodian may refuse to execute Instructions if, in its sole opinion, such Instructions are outside the scope of its duties under this Agreement or are contrary to any Applicable Law.
- (g) Client is responsible for any Losses resulting from inaccurate Instructions (e.g., if Client provides the wrong destination address for executing a withdrawal transaction). Custodian does not guarantee the identity of any user, receiver, requestee, or other party to a Custody Transaction. Custodian shall have no liability whatsoever for failure to perform pursuant to such Instructions except in the case of Custodian's gross negligence, fraud, or willful misconduct.

2.4 **Fiat Currency.**

- (a) As part of Custodial Services, Client may use Custodian to hold Fiat Currency in a Custodial Account for Client's benefit. Custodian will custody Fiat Currency in one or more of the following "**Customer Omnibus Accounts**", as determined by Custodian: (i) deposit accounts established by Custodian at a Bank; (ii) money market accounts established by Custodian at a Bank; or (iii) such other accounts as may be agreed between Client and Custodian in writing from time to time.
- (b) Each Customer Omnibus Account shall be titled in the name of Custodian or in the name of Custodian for the benefit of its customers, in either case under the control of Custodian. Each Customer Omnibus Account shall be maintained separately and apart from Custodian's business, operating, and reserve accounts. Each Customer Omnibus Account constitutes a banking relationship between Custodian and the relevant Bank and shall not constitute a custodial relationship between Client and Bank.
- (c) Custodian may hold some or any portion of Fiat Currency in accounts that may or may not receive interest or other earnings. Client agrees that the amount of any such interest or earnings attributable to such Fiat Currency in Customer Omnibus Accounts shall be retained by Custodian as additional consideration for its services under this Agreement, and nothing in this Agreement entitles Client to any portion of such interest or earnings. In addition, Custodian may receive earnings or compensation for a Customer Omnibus Account in the form of services provided at a reduced rate or similar compensation. Any such compensation shall be retained by Custodian, Client is not entitled to any portion of such compensation, and no portion of any such compensation shall be paid to or for Client. Client's rights in the Customer Omnibus Accounts are limited to the specific amount of Fiat Currency Custodian custodies on Client's behalf, as may be limited under this Agreement and by Applicable Law.
- (d) Client agrees and understands that wire deposit settlement times and wire withdrawal transfer times are subject to factors outside of Custodian's control, including processes and operations related to Client's account at a depository institution and Custodian's bank account.

2.5 **Digital Asset Deposits and Withdrawals.**

(a) Prior to initiating a deposit of Digital Assets to Custodian, Client must confirm that the specific Digital Asset is found in the then-current list available at <https://www.bitgo.com/resources/coins>, as may be amended from time to time in Custodian's sole discretion (the "**Supported Digital Assets List**"). By initiating a deposit of Digital Assets to a Custodial Account, Client attests that Client has confirmed that the Digital Asset being transferred is listed in the Supported Digital Assets List.

(b) Client must initiate any withdrawal request through Client's Custodial Account to a Client wallet address. Custodian will process withdrawal requests with or without video verification, such decision to be based on a set of criteria (which may or may not be linked to a dollar value and may or may not be tied to a single transaction or aggregated in a series of transactions during a predetermined amount of time) set by you on the UI. The time of such a request shall be considered the time of transmission of such notice from Client's Custodial Account. Notwithstanding the foregoing, Custodian reserves the right to request video verification for any transaction or series of transactions for any reason in its sole discretion. The initiation of a twenty-four (24)-hour time period in Section 2.6 to process the withdrawal request shall be considered at the time at which Client completes any required video verification.

(c) As further set forth in Section 3.4, Client must manage and keep secure any and all information or devices associated with deposit and withdrawal procedures, including Client Security Codes. Custodian reserves the right to charge for pass through network fees (e.g. miner fees) to process a Custody Transaction involving Digital Assets on Client's behalf. Custodian will notify Client of the estimated network fee at or before the time Client authorizes such Custodial Transaction.

2.6 Digital Asset Access Time.

(a) Custodian requires up to twenty-four (24) hours (excluding weekends and US federal holidays) between any request to withdraw Digital Assets from Client's Custodial Account and submission of Client's withdrawal to the applicable Digital Asset network.

(b) Custodian reserves the right to take additional time beyond the twenty-four (24)-hour period if such time is required to verify security processes for large or suspicious transactions. Any such processes will be executed reasonably and in accordance with Custodian documented protocols, which may change from time to time at the sole discretion of Custodian.

(c) Custodian makes no representations or warranties with respect to the availability or accessibility of the Digital Assets. Custodian will make reasonable efforts to ensure that Client initiated deposits are processed in a timely manner, but Custodian makes no representations or warranties regarding the amount of time needed to complete processing of deposits which is dependent upon factors outside of Custodian's control.

2.7 Supported Digital Assets. The Custodial Services are available only in connection with Digital Assets available in the Supported Digital Assets List, as may be amended from time to time in Custodian's sole discretion. Custodian will use commercially reasonable efforts to provide Client with thirty (30) days' prior written notice before ceasing to support a Digital Asset in Client's Custodial Account, unless Custodian is required to cease such support sooner to comply with Applicable Law or in the event such support creates an urgent security or operational risk in Custodian's reasonable discretion (in which event Custodian will provide as much notice as is practicable under the circumstances). Under no circumstances should Client attempt to use the Custodial Services to deposit or store any Digital Assets that are not listed in the Supported Digital Assets List. Depositing, or attempting to deposit, Digital Assets that are not listed in the Supported Digital Assets List will result in such Digital Asset being irretrievable by Client and Custodian. Custodian assumes no obligation or liability whatsoever regarding any attempt to use the Custodial Services for Digital Assets that are not listed in the Supported Digital Assets List.

2.8 Operation of Digital Asset Protocols.

(a) Custodian does not own or control the underlying software protocols that govern the operation of Digital Assets on the Supported Digital Assets List. By using the Custodial Services, Client acknowledges and agrees that (i) Custodian is not responsible for operation of the underlying protocols and that Custodian makes no guarantee of their functionality, security, or availability; and (ii) the underlying protocols are subject to sudden changes in operating rules (a.k.a. “forks”); and (iii) that such forks may materially affect the value, function, or even the name of the Digital Assets that Client stores in Client’s Custodial Account. In the event of a fork, Client agrees that Custodian may temporarily suspend Custodian operations with respect to the affected Digital Assets (with or without advance notice to Client) and that Custodian may, in its sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. Custodian assumes absolutely no liability whatsoever in respect of an unsupported branch of a forked protocol or its determination whether or not to support a forked protocol.

(b) Client agrees that all “airdrops” (free distributions of certain Digital Assets) and forks will be handled by Custodian pursuant to its fork policy (the “**Fork Policy**”) (currently available at www.bitgo.com/resources/bitgo-fork-policy). Client acknowledges that Custodian is under no obligation to support any airdrops, side chains, forks, or other derivative, enhanced protocol, token, or coins which interact with a Digital Asset supported by Custodian (collectively, “**Advanced Protocols**”) or handle such Advanced Protocols in any manner, except as detailed above and in the Fork Policy. Custodian, at its sole discretion, may update the Fork Policy from time to time or the URL at which it is available, and Client agrees that Client is responsible for reviewing any such updates. Custodian is under no obligation to provide notification to Client of any modification to the Fork Policy. Client shall not use its Custodial Account to attempt to receive, request, send, store, or engage in any other type of transaction involving an Advanced Protocol. Custodian assumes absolutely no liability whatsoever in respect to Advanced Protocols.

2.9 Account Statements.

(a) Custodian will provide Client with an electronic account statement every calendar quarter. Each statement will be provided via the UI and notice of its posting will be sent via electronic mail.

(b) Client will have forty-five (45) days to file any written objections or exceptions with Custodian after the posting of a Custodial Account statement online. If Client does not file any objections or exceptions within the forty-five (45)-day period, this shall indicate Client’s approval of the statement and will preclude Client from making future objections or exceptions regarding the information contained in the statement. Such approval by Client shall be full acquittal and discharge of Custodian regarding the transactions and information on such statement.

(c) To value Digital Assets held in Client’s Custodial Account, the Custodian will electronically obtain USD equivalent prices from digital asset market data with amounts rounded up to the seventh decimal place to the right. Custodian does not guarantee the accuracy or timeliness of prices received and the prices are not to be relied upon for any decisions for Client’s Custodial Account.

2.10 Settlement

(a) Client acknowledges that the Settlement Service is an API product complemented by an UI. Clients may utilize the Settlement Services by way of settlement of one-sided requests with counterparty affirmation or one-sided requests with instant settlement; and two-sided requests with reconciliation. Client understands that Assets available for use within the Settlement Services may not include all of Client’s Assets held under custody. For the avoidance of doubt, use of the UI is subject to the Online Terms.

(b) The Settlement Services allow Client to submit, through the UI, a request to settle a purchase or sale of Assets with a Settlement Partner. Client authorizes Custodian to accept Client’s cryptographic signature submitted through the UI. When a cryptographic signature is received through the UI along with the settlement transaction details, Client is authorizing Custodian to act on the Instruction to settle such transaction.

i. A one-sided request with counterparty affirmation requires Client to submit a request, including its own cryptographic signature on the trade details, via UI calls. Custodian will notify the Settlement Partner and lock funds of both parties while waiting for the Settlement Partner to affirm the request. Custodian will settle the trade immediately upon affirmation and the locked funds will be released.

ii. A one-sided request with instant settlement requires one side of the trade to submit a request, including cryptographic signatures of both parties to the trade via UI calls. Custodian will settle the trade immediately.

iii. A two-sided request with reconciliation requires that both Client and Settlement Partner submit requests via UI calls, with each party providing their own cryptographic signatures. Custodian will reconcile the trades and settle immediately upon successful reconciliation.

iv. In any one-sided or two-sided request, the Settlement Partner must be identified and selected by Client prior to submitting a settlement request. Client may submit a balance inquiry through the UI to verify that Settlement Partner has a sufficient balance of Assets to be transacted before the parties execute a transaction. This balance inquiry function is to be used only for the purpose of executing a trade transaction to ensure the Settlement Partner has sufficient Assets to settle the transaction. Client expressly authorizes and consents to Custodian providing access to such information to Client's Settlement Partner in order to facilitate the settlement.

v. Client and Settlement Partner's Custodial Accounts must have sufficient Assets prior to initiating any settlement request. The full amount of Assets required to fulfill a transaction are locked until such Instruction has been completed. All Instructions are binding on Client and Client's Custodial Account. Custodian does not guarantee that any settlement will be completed by any Settlement Partner. Client may not be able to withdraw an Instruction in the form of an offer (or withdraw its Instruction to accept an offer) prior to completion of a settlement and Custodian shall not be liable for the completion of any Instruction after a cancellation request has been submitted.

vi. Client shall ensure that only an appropriate Authorized Person of its Custodial Account has access to the Client Security Codes.

vii. Client is solely responsible for any decision to enter into a settlement by way of the Settlement Services, including the evaluation of any and all risks related to any such transaction and has not relied on any statement or other representation of Custodian. Custodian is a facilitator and not a counterparty to any settlement; and, as a facilitator, Custodian bears no liability with respect to any transaction and does not assume any clearing risk.

viii. Any notifications that Client may receive regarding the Settlement Services are Client's responsibility to review in a timely manner.

(c) Upon execution of the settlement, the UI provides Client a summary of the terms of the transaction, including: the type of Digital Asset purchased or sold; the delivery time; and the purchase or sale price. Settlement of a transaction is completed in an off-chain trading account by way of offsetting journal transactions within Custodian's off-chain settlement system. On-chain synchronization occurs at the time the withdrawal from Client's trading account takes place (other than through a subsequent Settlement Services transaction).

(d) Custodian reserves the right to refuse to settle any transaction, or any portion of any transaction, for any reason, at its sole discretion. Custodian bears no responsibility if an Instruction was placed or was active during any time the Settlement Services system is unavailable or encounters an error; or, if any such Instruction triggers certain regulatory controls.

(e) Custodian may charge additional fees for the Settlement Services furnished to Client as indicated in the Fee Schedule and any amendments to the Fee Schedule.

(f) Clearing and settlement transactions are subject to Applicable Laws.

3. USE OF SERVICES.

3.1 Company Site and Content. Custodian grants Client a limited, nonexclusive, non-transferable, revocable, royalty-free license, subject to the terms of this Agreement, to access and use the Company Site and related content, materials, and information (collectively, the “**Content**”) solely for using the Services in accordance with this Agreement. Any other use of the Company Site or Content is expressly prohibited and all other right, title, and interest in the Company Site or Content is exclusively the property of Custodian, its affiliates and its licensors. Client shall not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit the Company Site or any of the Content, in whole or in part without Custodian’s or its affiliates’ prior written consent. “www.bitgo.com,” “BitGo,” “BitGo Custody,” and all logos related to the Services or displayed on the Company Site are either trademarks or registered marks of Custodian, its affiliates or its licensors. Client may not copy, imitate, or use them without Custodian’s prior written consent in each instance.

3.2 Website Accuracy. Although Custodian intends to provide accurate and timely information on the Company Site, the Company Site (including the Content, but excluding any portions thereof that are explicitly described in this Agreement) may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide Client with as complete and accurate information as possible, such information may be changed or updated from time to time without notice, including information regarding Custodian policies, products and services. Accordingly, Client should verify all information before relying on it, and all decisions based on information contained on the Company Site are Client’s sole responsibility and Custodian shall have no liability for such decisions. Links to third-party materials (including websites) may be provided as a convenience but are not controlled by Custodian. Custodian is not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible from or linked to the Company Site.

3.3 Prohibited Use. Custodian may monitor use of the Services and the resulting information may be used, reviewed, retained, and disclosed by Custodian in aggregated and non-identifiable forms for its legitimate business purposes or in accordance with Applicable Law. Client will not, directly or indirectly: (a) use the Services to upload, store or transmit any content that is infringing, libelous, unlawful, tortious, violate privacy rights, or that includes any viruses, software routines, or other code designed to permit unauthorized access, disable, erase, or otherwise harm software, hardware, or data; (b) engage in any activity that interferes with, disrupts, damages, or accesses in an unauthorized manner the Services, servers, networks, data, or other properties of Custodian or of its suppliers or licensors; (c) develop, distribute, or make available a Developer Application in any way in furtherance of criminal, fraudulent, or other unlawful activity; (d) use the Services, for the benefit of anyone other than Client or end customer of any Developer Application; (e) sell, resell, license, sublicense, distribute, rent, or lease any Services, or include any Services in a services bureau or outsourcing offering; (f) circumvents a contractual usage limit; (g) obscure, remove, or destroy any copyright notices, proprietary markings or confidential legends provided with the Services; (h) use the Services to build a competitive product or service; (i) distribute a Developer Application in source code form in a manner that would disclose the source code of the Services; (j) reverse engineer, decrypt, decompile, decode, disassemble, or otherwise attempt to obtain the human readable form of the Services, to the extent such restriction is permitted by Applicable Law; or (k) engage in any of the prohibited practices set forth at <https://www.bitgo.com/bitgo-prohibited-uses-and-businesses-terms/>, as may be amended by Custodian from time to time in Custodian’s sole discretion (collectively, the “**Prohibited Practices**”).

3.4 Security; Client Responsibilities.

(a) Client shall maintain adequate security and control of all Client Keys and Client Security Codes. Any loss or compromise of the foregoing information or Client’s personal information may result in

unauthorized access to Client's Custodial Account by third parties and the loss or theft of Assets. Client shall keep Client's email address and telephone number up to date in Client's profile to receive notices, alerts, and other communications from Custodian. Custodian assumes no responsibility for any loss that Client may sustain due to compromise of Client Security Codes due to no fault of Custodian or Client's failure to follow or act on any notices or alerts that Custodian may send to Client.

(b) Client will ensure that all Authorized Persons are adequately trained to safely and securely access the Services, including with respect to general security principles regarding Client Keys, Client Security Codes, and Client's personnel.

(c) Client acknowledges that granting permission to a third party or non-permissioned user to take specific actions on Client's behalf does not relieve Client of any of Client's responsibilities under this Agreement and may violate the terms of this Agreement. Client is fully responsible for all activities taken on Client's Custodial Account (including acts or omissions of any third party or non-permissioned user with access to Client's Custodial Account). Further, Client acknowledges and agrees that Client will not hold Custodian responsible for, and will indemnify, defend and hold harmless the Custodian Indemnitees (as defined below) from and against any Losses arising out of or related to any act or omission of any party using Client's Custodial Account (including acts or omissions of any third party or non-permissioned user with access to Client's Custodial Account); provided that such Losses did not result from Custodian's gross negligence, fraud, or willful misconduct.

(d) Custodian shall not bear any liability whatsoever for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms, or other malware that may affect Client's computer or other equipment, or any phishing, spoofing, or other attack, unless such damage or interruption directly resulted from Custodian's gross negligence, fraud, or willful misconduct. Client should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks, and Client should use care in reviewing messages purporting to originate from Custodian. Client should always log into Client's Custodial Account through the UI to review any Custody Transactions or required actions if Client has any uncertainty regarding the authenticity of any communication or notice.

(e) In the event Client believes Client's Custodial Account information has been compromised, Client shall immediately notify Custodian by contacting Custodian at security@bitgo.com from the email address associated with Client's Custodial Account. Client will provide Custodian with all relevant information Custodian reasonably requests to assess the security of the Assets, Custodial Accounts and wallets.

3.5 Service Providers. Client acknowledges and agrees that the Services may be provided from time to time by, through or with the assistance of affiliates of, or vendors to, Custodian, including BitGo Inc. (collectively, "**Service Providers**"). Custodian shall remain liable for its obligations under this Agreement in the event of any breach of this Agreement caused by such Service Provider.

3.6 Independent Verification. If Client is subject to Rule 206(4)-2 under the Investment Advisers Act of 1940, Custodian shall, upon written request, provide Client's authorized independent public accountant confirmation of, or access to, information sufficient to confirm (a) Client's Digital Assets as of the date of an examination conducted pursuant to Rule 206(4)-2(a)(4), and (b) Client's Digital Assets are held either in a separate account under Client's name or in accounts under Client's name as an agent or trustee for Client's customers.

4. TERM; TERMINATION.

4.1. Initial Term; Renewal Term. This Agreement will commence on the Effective Date and will continue for one (1) year, unless earlier terminated in accordance with the terms of this Agreement (the "**Initial Term**"). After the Initial Term, this Agreement will automatically renew for successive one (1)-year periods (each, a "**Renewal Term**"), unless either party notifies the other party of its intention not to renew at least sixty (60) days prior to the expiration of the then-current Term. "**Term**" means the Initial Term and any Renewal Terms.

4.2. Termination for Breach. Either party may terminate this Agreement if the other party breaches a material term of this Agreement and fails to cure such breach within thirty (30) calendar days following written notice thereof.

4.3. Suspension, Termination, or Cancellation by Custodian.

(a) Custodian may suspend or restrict Client's access to the Custodial Services or deactivate, terminate, or cancel Client's Custodial Account if:

i. Custodian reasonably suspects Client of using Client's Custodial Account in connection with a Prohibited Practice;

ii. Custodian is so required by Applicable Law, including a facially valid subpoena, court order, or binding order of a government authority;

iii. Custodian perceives a risk of legal or regulatory non-compliance associated with Client's Custodial Account activity or the provision of the Custodial Account to Client by Custodian (including any risk perceived by Custodian in the review of any materials, documents, information, statements, or related materials provided by Client after execution of this Agreement);

iv. A Service Provider is unable to support Client's use;

v. Client takes any action that Custodian deems as circumventing Custodian's controls, including opening multiple Custodial Accounts, abusing promotions which Custodian may offer from time to time, or otherwise misrepresenting any information set forth in Client's Custodial Account;

vi. Client fails to fund its Custodial Account to the "Minimum Account Balance" as indicated in the Fee Schedule within one hundred and eighty (180) days of Custodial Account opening.

(b) If Custodian suspends or restricts Client's access to the Custodial Services or deactivates, terminates or cancels Client's Custodial Account for any reason, Custodian will provide Client with notice of Custodian's actions via email unless prohibited by Applicable Law. Custodian's decision to take certain actions, including limiting access to, suspending, or closing Client's Custodial Account, may be based on confidential criteria that are essential to Custodian's compliance, risk management, or security protocols. Custodian is under no obligation to disclose the details of any of its internal risk management and security procedures to Client.

(c) If Custodian terminates Client's Custodial Account, this Agreement will automatically terminate on the later of (i) the effective date of such cancellation or (ii) the date on which all of Client's Assets have been withdrawn.

4.4. Early Termination. Client may terminate this Agreement before the end of the Term if Client: (a) provides Custodian at least thirty (30) days prior written notice of Client's intent to exercise its termination right under this Section 4.4, (b) pays all outstanding amounts due under this Agreement through the date of termination, and (c) pays a one-time early termination fee equal to the highest monthly fees due, excluding any Onboarding Fee, for any month of Services before such notice multiplied by the number of months remaining in the applicable Initial Term or Renewal Term, including partial months (the "**Early Termination Fee**"). Such termination will not be deemed effective unless and until (i) Client removes all Assets from Custodial Accounts and Wallet Services, and (ii) Custodian receives such Early Termination Fee, which Client understands and acknowledges will not be deemed a penalty, but a figure reasonably calculated to reflect remaining payment due to Custodian in return for Client's term commitment. Client may not cancel the Services before the expiration of the then current Term, except as specified in this Agreement.

4.5. Effect of Termination. On termination of this Agreement, Client will: (a) withdraw all Assets associated with Client's Custodial Accounts within ninety (90) days, unless such withdrawal is prohibited by Applicable Law (including applicable sanctions programs or a facially valid subpoena, court order, or

binding order of a government authority); (b) pay all fees owed or accrued to Custodian through the date of Client's withdrawal of funds, which may include any applicable Early Termination Fee; and (c) authorize Custodian to cancel or suspend any pending Custody Transactions as of the effective date of termination. The definitions set forth in this Agreement and Sections 1.9, 3.1, 3.2, 4.5, 6.1, 7 - 10 as well as any other provision that, in order to give proper effect to its intent, should survive such termination, will survive the termination of this Agreement.

5. CUSTODIAN OBLIGATIONS.

5.1. Insurance. Custodian will obtain or maintain insurance coverage in such types and amounts as are commercially reasonable for the Custodial Services provided hereunder. Client acknowledges that any insurance related to theft of Digital Assets will apply to Custodial Services only (where all keys are held by Custodian) and not Wallet Services for non-custodial accounts (where one or more keys are held by Client or its designee).

5.2. Standard of Care. Subject to the terms of this Agreement, Custodian shall not be responsible for any loss or damage suffered by Client as a result of Custodian performing its obligations, unless the same results from an act of gross negligence, fraud, or willful misconduct on the part of Custodian. Custodian shall not be responsible for the title, validity, or genuineness of any of the Assets (or any evidence of title thereto) received or delivered by it pursuant to this Agreement.

5.3. Business Continuity Plan. Custodian has established a business continuity plan that will support its ability to conduct business in the event of a significant business disruption (SBD). This plan is reviewed and updated annually, and may be updated more frequently, if deemed necessary by Custodian in its sole discretion. Should Custodian be impacted by an SBD, Custodian aims to minimize business interruption as quickly and efficiently as possible. To receive more information about Custodian's business continuity plan, please send a written request to security@bitgo.com.

5.4. Support and Service Level Agreement. Custodian will use commercially reasonable efforts to: (a) provide reasonable technical support to Client, by email or telephone, during Custodian's normal business hours (9:30 AM to 6 PM ET); (b) respond to support requests in a timely manner; (c) resolve such issues by providing updates or workarounds to Client (to the extent reasonably possible and practical), consistent with the severity level of the issues identified in such requests and their impact on Client's business operations; (d) abide by the terms of the Service Level Agreement currently made available at <https://www.bitgo.com/resources/bitgo-service-level-agreement> (as Service Level Agreement or the URL at which it is made available may be amended from time to time); and (e) make Custodial Accounts available via the internet twenty-four (24) hours a day, seven (7) days a week.

6. CONFIDENTIALITY, PRIVACY, DATA SECURITY.

6.1. Confidentiality.

(a) As used in this Agreement, "**Confidential Information**" means any non-public, confidential or proprietary information of a party ("**Discloser**") including information relating to Discloser's business operations or business relationships, financial information, pricing information, business plans, customer lists, data, records, reports, trade secrets, software, formulas, inventions, techniques, and strategies. Confidential Information includes all documents and other tangible objects containing or representing Confidential Information and all copies or extracts thereof or notes derived therefrom that are in the possession or control of the party receiving Confidential Information ("**Recipient**") and all of the foregoing shall be and remain the property of the Discloser. For clarity, the existence and the terms of this Agreement shall be deemed the Confidential Information of each party.

(b) Recipient will not disclose the Discloser's Confidential Information to any unrelated third party without the prior written consent of the Discloser, except as provided in subsection (c) below and has policies and procedures reasonably designed to create information barriers with respect to such party's

officers, directors, agents, employees, affiliates, consultants, contractors, and professional advisors. Recipient will protect such Confidential Information from unauthorized access, use, and disclosure. Recipient shall not use Discloser's Confidential Information for any purpose other than to perform its obligations or exercise its rights under this Agreement. For the purposes of this Section 6.1, no affiliate of Custodian shall be considered a third party and Custodian may share Client's Confidential Information with its affiliates in connection with the Services; provided that Custodian causes each such affiliate to undertake the obligations in this Section 6.1.

(c) The obligations under Section 6.1(b) shall not apply to any (i) information that is or becomes generally publicly available through no fault of Recipient, (ii) information that Recipient obtains from a third party (other than in connection with this Agreement) that, to Recipient's best knowledge, is not bound by confidentiality obligations prohibiting such disclosure; or (iii) information that is independently developed or acquired by Recipient without the use of or reference to the Discloser's Confidential Information.

(d) Notwithstanding the foregoing, Recipient may disclose the Confidential Information of Discloser to the extent required under Applicable Law; provided, however, Recipient shall first notify Discloser (to the extent legally permissible) and shall afford Discloser a reasonable opportunity to seek a protective order or other confidential treatment.

(e) At Discloser's request or on termination of this Agreement (whichever is earlier), Recipient shall return or destroy all Confidential Information; provided, however, Recipient may retain one copy of Confidential Information (i) if required by Applicable Law, or (ii) pursuant to a bona fide and consistently applied document retention policy; provided, further, that in either case, any Confidential Information so retained shall remain subject to the confidentiality obligations of this Agreement.

6.2. Privacy. Client acknowledges that Client has read the BitGo Privacy Notice, available at <https://www.bitgo.com/privacy>, which identifies how BitGo collects, uses, and discloses, on a limited basis, Client's information.

6.3. Security. Custodian has implemented and will maintain a reasonable information security program that includes policies and procedures that are reasonably designed to safeguard Custodian's electronic systems and Client's Confidential Information from, among other things, unauthorized disclosure, access, or misuse, including, by Custodian and its affiliates. In the event of a data security incident, Custodian will provide all notices required under Applicable Law.

7. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

7.1. By Client. Client represents, warrants, and covenants to Custodian that:

(a) Client fully complies with all Applicable Law in each jurisdiction in which Client operates, including applicable securities and commodities laws and regulations, efforts to fight the funding of terrorism and money laundering, sanctions regimes, licensing requirements, and all related regulations and requirements.

(b) To the extent Client receives Assets from third-parties, the receipt of said Assets is based on lawful activity. Client shall have conducted and satisfied all due diligence procedures required by Applicable Law with respect to such third parties prior to placing with Custodian any Assets associated with such third party.

(c) Client will not use any Services for any illegal activity, including illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, the financing of terrorism, other violent activities, or any prohibited market practices, including any Prohibited Practices.

(d) Client is currently and will remain at all times in good standing with all relevant government agencies, departments, and regulatory or supervisory bodies in all relevant jurisdictions in which Client

does business, and Client will immediately notify Custodian if Client ceases to be in good standing with any applicable regulatory authority;

(e) Client will promptly provide such information as Custodian may reasonably request from time to time regarding: (i) Client's policies, procedures, and activities which relate to the Custodial Services in any manner, as determined by Custodian in its sole and absolute discretion; and (ii) any transaction which involves the use of the Services, to the extent reasonably necessary to comply with Applicable Law, or the guidance or direction of, or request from any regulatory authority or financial institution, provided that such information may be redacted to remove confidential commercial information not relevant to the requirements of this Agreement;

(f) Client either owns or possesses lawful authorization to transact with all Assets involved in the Custody Transactions;

(g) There is no claim pending, or to Client's best knowledge, threatened, and no encumbrance or other lien, in each case, that may adversely affect any delivery of Assets made in accordance with this Agreement;

(h) It owns the Assets in Client's Custodial Account free and clear of all liens, claims, security interests, and encumbrances and it has all rights, title, and interest in and to the Assets in Client's Custodial Account as necessary for Custodian to perform its obligations under this Agreement;

(i) Client has the full capacity and authority to enter into and be bound by this Agreement and the person executing or otherwise accepting this Agreement for Client has full legal capacity and authorization to do so;

(j) All information provided by Client to Custodian in the course of negotiating this Agreement and the onboarding of Client is complete, true, and accurate in all material respects, including with respect to the ownership of Client and Client's primary address; no material information has been excluded; and no other person or entity has an ownership interest in Client's Assets except for those disclosed in connection with such onboarding; and

(k) Client is not owned in part or in whole, nor controlled by any person or entity that is, nor is it conducting any activities on behalf of, any person or entity that is (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, or any other Governmental Authority with jurisdiction over Custodian or its affiliates; (ii) identified on the Denied Persons, Entity, or Unverified Lists of the U.S. Department of Commerce's Bureau of Industry and Security; or (iii) located, organized or resident in a country or territory that is, or whose government is, the subject of U.S. economic sanctions, including the Crimean, Donetsk, and Luhansk regions of Ukraine, Cuba, Iran, North Korea, or Syria.

7.2. By Custodian. Custodian represents, warrants, and covenants to Client that:

(a) Custodian is duly organized, validly existing and in good standing under the applicable South Dakota laws, has all corporate powers required to carry on its business as now conducted, and is duly qualified to do business in each jurisdiction where such qualification is necessary; and

(b) Custodian has the full capacity and authority to enter into and be bound by this Agreement and the person executing or otherwise accepting this Agreement for Custodian has full legal capacity and authorization to do so.

(c) **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CUSTODIAN SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CUSTODIAN DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES

THAT ACCESS TO THE COMPANY SITE, ANY PART OF THE SERVICES, OR ANY OF THE MATERIALS CONTAINED IN ANY OF THE FOREGOING WILL BE CONTINUOUS, UNINTERRUPTED, OR TIMELY; BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES; OR BE SECURE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

7.3. Notification. Without limitation of either party's rights or remedies, each party shall immediately notify the other party if, at any time after the Effective Date, any of the representations, warranties, or covenants made by it under this Agreement fail to be true and correct as if made at and as of such time. Such notice shall describe in reasonable detail the representation, warranty, or covenant affected, the circumstances giving rise to such failure and the steps the notifying party has taken or proposes to take to rectify such failure.

8. INDEMNIFICATION.

8.1. Indemnity. Client will defend, indemnify, and hold harmless Custodian, its affiliates and Service Providers, and each of its or their respective officers, directors, agents, employees, and representatives, (each, a "**Custodian Indemnitees**"), from and against any Losses resulting from any third-party claim, demand, action or proceeding (a "**Claim**") arising out of or related to Client's (i) use of Services; (ii) breach of this Agreement, or (iii) violation of any Applicable Law in connection with its use of Services.

8.2. Indemnification Process.

(a) Custodian will (i) provide Client with prompt notice of any indemnifiable Claim under Section 8.1 (provided that the failure to provide prompt notice shall only relieve Client of its obligation to the extent it is materially prejudiced by such failure and can demonstrate such prejudice); (ii) permit Client to assume and control the defense of such action upon Client's written notice to Custodian of Client's intention to indemnify, with counsel acceptable to Custodian in its discretion; and (iii) upon Client's written request, and at no expense to Custodian, provide to Client all available information and assistance reasonably necessary for Client to defend such Claim. Custodian shall be permitted to participate in the defense and settlement of any Claim with counsel of Custodian's choice at Custodian's expense (unless such retention is necessary because of Client's failure to assume the defense of such Claim, in which event Client shall be responsible for all such fees and costs). Client will not enter into any settlement or compromise of any such Claim, which settlement or compromise would result in any liability to any Custodian Indemnitee or constitute any admission of or stipulation to any guilt, fault, or wrongdoing, without Custodian's prior written consent.

(b) Client acknowledges and agrees that any Losses imposed on Custodian (whether in the form of fines, penalties, or otherwise) as a result of a violation by Client of any Applicable Law, may at Custodian's discretion, be passed on to Client and Client acknowledges and represents that Client will be responsible for payment to Custodian of all such Losses.

9. LIMITATIONS OF LIABILITY.

9.1. NO CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO THE EXCEPTIONS PROVIDED IN SECTION 9.3 BELOW, IN NO EVENT SHALL CUSTODIAN, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OR REPRESENTATIVES, BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE COMPANY SITE OR THE SERVICES, OR THIS AGREEMENT, EVEN IF CUSTODIAN HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. LIMITATION ON DIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO THE EXCEPTIONS PROVIDED IN SECTION 9.3 BELOW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CUSTODIAN, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OR REPRESENTATIVES, EXCEED THE FEES PAID OR PAYABLE TO CUSTODIAN UNDER THIS AGREEMENT DURING THE THREE (3)-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST INCIDENT GIVING RISE TO SUCH LIABILITY.

9.3. EXCEPTIONS TO EXCLUSIONS AND LIMITATIONS OF LIABILITY. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN SECTION 9.1 AND SECTION 9.2 WILL NOT APPLY TO CUSTODIAN'S FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE. CUSTODIAN'S LIABILITY FOR GROSS NEGLIGENCE SHALL BE LIMITED TO THE VALUE OF THE AFFECTED DIGITAL ASSETS OR FIAT CURRENCY.

10. MISCELLANEOUS.

10.1. Notice. All notices under this Agreement shall be given in writing, in the English language, and shall be deemed given when personally delivered, when sent by email, or three (3) days after being sent by prepaid certified mail or internationally recognized overnight courier to the addresses set forth in the signature blocks below (or such other address as may be specified by party following written notice given in accordance with this Section 10.1).

10.2. Publicity. Client consents to Custodian's identification of Client as a customer of the Services, including in marketing or investor materials, and Custodian consents to Client's use of Custodian's name or approved logos or promotional materials to identify Custodian as its custodial service provider as contemplated by this Agreement. Notwithstanding the foregoing, Custodian may revoke its consent to such publicity under this Section 10.2 at any time for any reason upon notice to Client, and Client will promptly cease any further use of Custodian's name, logos, and trademarks and remove all references and postings identifying Custodian.

10.3. Entire Agreement. This Agreement, any schedules or attachments to this Agreement, the BitGo Privacy Notice, and all disclosures, notices, or policies available on the Company Site that are specifically referenced in this Agreement, comprise the entire understanding and agreement between Client and Custodian regarding the Services, and supersede any and all prior discussions, agreements, and understandings of any kind (including any prior versions of this Agreement) and every nature between and among Client and Custodian with respect to the subject matter hereof.

10.4. Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; and (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. Whenever the masculine is used in this Agreement, the same shall include the feminine and whenever the feminine is used herein, the same shall include the masculine, where appropriate. Whenever the singular is used in this Agreement, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

10.5. No Waiver. No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by an authorized representative of the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement: (i) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement; or (ii) any act, omission, or course of dealing between the parties.

10.6. Amendments. Any modification or addition to this Agreement must be in a writing signed by a duly authorized representative of each of the parties. Client agrees that Custodian shall not be liable to Client or any third party for any modification or termination of the Custodial Services, or suspension or termination of Client's access to the Custodial Services, except to the extent otherwise expressly set forth herein.

10.7. Assignment. Client may not assign any rights or licenses granted under this Agreement without the prior written consent of Custodian. Custodian may not assign any of its rights without the prior written consent of Client; except that Custodian may assign this Agreement without the prior consent of Client to any Custodian affiliates or subsidiaries or pursuant to a transfer of all or substantially all of Custodian's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors, and permitted assigns.

10.8. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under Applicable Law and the validity or enforceability of any other provision of this Agreement shall not be affected.

10.9. DISPUTE RESOLUTION. THE PARTIES AGREE THAT ALL CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF THE SERVICES (“DISPUTES”), WHETHER ARISING PRIOR TO, ON, OR SUBSEQUENT TO THE EFFECTIVE DATE, SHALL BE ARBITRATED AS FOLLOWS: The Parties irrevocably agree to submit all Disputes between them to binding arbitration conducted under the Commercial Dispute Resolution Procedures of the American Arbitration Association (the “AAA”), including the Optional Procedures for Large Complex Commercial Disputes, if applicable. The place and location of the arbitration shall be in New York, New York. All arbitration proceedings shall be closed to the public and confidential, and all related records shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The arbitration shall be conducted before a single arbitrator selected jointly by the parties. The arbitrator shall be a retired judge with experience in custodial and trust matters under New York law. If the parties are unable to agree upon an arbitrator, then the AAA shall choose the arbitrator. The language to be used in the arbitral proceedings shall be English. The arbitrator shall be bound to the strict interpretation and observation of the terms of this Agreement and shall be specifically empowered to grant injunctions or specific performance and to allocate between the parties the costs of arbitration, as well as reasonable attorneys' fees and costs, in such equitable manner as the arbitrator may determine. Judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. In no event shall a demand for arbitration be made after the date when institution of a legal or equitable proceeding based upon such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. Notwithstanding the foregoing, either party shall have the right, without waiving any right or remedy available to such party under this Agreement or otherwise, to seek and obtain from any court of competent jurisdiction any interim or provisional relief that is necessary or desirable to protect the rights or property of such party, pending the selection of the arbitrator hereunder or pending the arbitrator's determination of any dispute, controversy, or claim hereunder.

10.10. Governing Law. The laws of the State of South Dakota, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between Client and Custodian, except to the extent governed by federal law of the United States of America.

10.11. Force Majeure. Custodian shall not be liable for delays, suspension of operations, whether temporary or permanent, failure in performance, or interruption of service which result directly or indirectly from any cause or condition beyond the reasonable control of Custodian, including any delay or failure due to any act of God, natural disasters, epidemic, pandemic, act of civil or military authorities, act of terrorists, including cyber-related terrorist acts, hacking, government restrictions, exchange or market rulings, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment or software, other catastrophe, or any other occurrence which are beyond the reasonable control of Custodian.

10.12. Relationship of the Parties. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, Client and Custodian to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either Client or Custodian to be treated as the agent of the other.

[Remainder of page intentionally left blank. Signature page follows.]