

## CRYPTOCURRENCY SECURITY AGREEMENT

This **CRYPTOCURRENCY SECURITY AGREEMENT** (this “**Agreement**”) dated as of the date (the “**Issue Date**”) set out in Part 3 of the Schedule (as defined below), is made by and between Fidelity Exchange Traded Products GmbH, a limited liability company organised under the laws of the Federal Republic of Germany, having its corporate seat at Hohe Bleichen 18, 20354 Hamburg, Federal Republic of Germany, which is registered in the commercial register of the local court of Hamburg (*Amtsgericht Hamburg*) under HRB 168990 (the “**Grantor**”), and The Law Debenture Trust Corporation p.l.c., 8th Floor, 100 Bishopsgate, London, EC2N 4AG, United Kingdom, in its capacity as security trustee under a certain Security Trust Agreement (as defined below) (in such capacity, and including any successor security trustee, the “**Security Trustee**”, and, together with Grantor, the “**Parties**”).

### WITNESSETH:

**WHEREAS**, the Grantor has published a base prospectus dated 27 January 2022 (as amended or supplemented from time to time, the “**Base Prospectus**”) qualifying the future issue of bonds in bearer form (the “**Bonds**”, which shall be issuable in series as described in the Base Prospectus). The terms and conditions set out in the body of this Agreement relate to each specific series of Bonds (the “**Specific Series**”), bearing the name, primary ticker symbol and ISIN number as set out in Part 1 of the Schedule. The Specific Series is expected to be issued in the form of a global note with the terms and conditions (the “**Terms and Conditions**”, which for avoidance of doubt shall relate to the Specific Series) attached thereto. Certain payment obligations of the Grantor under the Specific Series and the Security Trust Agreement shall be secured by a first priority security interest over the cryptocurrency specified in Part 2 of the Schedule (the “**Cryptocurrency**”) and any other assets in relation to the Specific Series held in the Depositary Wallet (as hereinafter defined) and certain proceeds of such assets (together referred to as the Collateral, as hereinafter defined) owned by Grantor;

**WHEREAS**, the Security Trustee holds the Security as trustee for the benefit of the holders of the Specific Series (the “**Bondholders**”), the Bondholder’s Representative (as defined below, and if appointed) and the Security Trustee (the Bondholders, the Bondholders’ Representative (if appointed) and the Security Trustee, as such beneficiaries, together the “**Secured Creditors**”) pursuant to a security trust agreement entered into relation to such Specific Series (as amended from time to time, the “**Security Trust Agreement**”); and

**WHEREAS**, as provided for in the Terms and Conditions and the Security Trust Agreement, by this Agreement the Grantor grants a security interest in the Collateral (as hereinafter defined) to secure specified payment obligations of Grantor to the Secured Creditors;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. DEFINED TERMS.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Terms and Conditions. In addition:

- a) “**Administrator**” shall have the meaning set forth in the Security Trust Agreement.
- b) “**Bondholders’ Representative**” shall have the meaning set forth in the Terms and Conditions.
- c) “**Business Day**” shall mean a day on which banking institutions are open for business in London or Frankfurt.
- d) “**Collateral**” means: (i) the Depositary Wallet and the associated account of the Issuer maintained by the Depositary in relation to the Bonds and all Cryptocurrency and other assets therein from time to time; and (ii) to the extent not otherwise included in the foregoing, all proceeds and products of

the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, and other assets, derived from each of the foregoing items mentioned above.

- e) “**Depository**” shall have the meaning set forth in the Terms and Conditions, and if there is more than one Depository shall mean each of the Depositories.
- f) “**Depository Wallet**” shall mean for each Specific Series, the accounts created, controlled and secured by the Depository associated with the account identifiers (the “**Depository Wallet Identifier(s)**”) specified as such and set out in the Schedule, which include one or more cryptographic asset wallets that hold the Cryptocurrency, which are subject to the security interest granted hereby, and any successor account to any such account, whether maintained by the initial Depository or maintained by any successor Depository.
- g) “**Depository Wallet Control Agreement**” means the agreement entered into between The Law Debenture Trust Corporation p.l.c. in its capacity as Security Trustee of and for the benefit of the bondholders of bonds with ISIN XS2434891219, the Grantor (in its capacity as issuer) and the Depository on or about 10 February 2022.
- h) “**Event of Default**” shall mean that the Grantor has delivered written notice to the Security Trustee of the occurrence of an Event of Default listed in paragraph 1 of Section 11 of the Terms and Conditions.
- i) “**Loan Documents**” shall mean, collectively, this Agreement, the Terms and Conditions, the Security Trust Agreement, each Security Document, and all other documents, instruments, notices, certificates and agreements executed or delivered in connection with or contemplated by this Agreement or any of the Obligations.
- j) “**Obligations**” shall mean the Secured Obligations as defined in the Security Trust Agreement.
- k) “**Security**” means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.
- l) “**Security Documents**” shall mean this Agreement and all other documents delivered pursuant to this Agreement or any other Loan Document and granting or purporting to grant to any Security Trustee a security interest as collateral for any Obligation.
- m) “**Security Interest**” means the Security granted pursuant to this Agreement.
- n) “**Schedule**” shall mean the Schedule setting out certain information specific to the Specific Series, and attached to this Agreement.

## 2. Construction

In this Agreement, unless the context requires otherwise:

- (a) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re enacted or replaced from time to time;
- (b) references to this Agreement and any document or agreement defined herein shall be construed as references to this Agreement or such document or agreement as the same may be amended, supplemented, restated or novated from time to time;
- (c) save where the contrary is indicated, the singular of any defined term includes the plural, and vice versa; and
- (d) this Agreement is made in the English language. For the avoidance of doubt, the English language version of this Agreement shall prevail over any translation of this Agreement. However, where a German translation of a word or phrase appears in the text of this Agreement, the German translation of such word or phrase shall prevail.

(e) **Third Party Rights**

- (i) Unless expressly provided to the contrary in this Agreement, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the “**Third Parties Act**”) to enforce or enjoy the benefit of any term of this Agreement.
- (ii) The parties to this Agreement may without the consent of any third party vary or rescind this Agreement.

**3. COVENANT TO PAY**

The Grantor agrees that it will pay and discharge the Secured Obligations promptly on demand of the Security Trustee.

**4. ASSIGNMENT**

The Grantor, with full title guarantee and as continuing security for the payment and discharge of all Obligations, assigns absolutely (subject to a proviso for reassignment on redemption) to the Security Trustee all its present and future right, title and interest in and to and the benefit of the Collateral.

**5. FIXED CHARGE**

To the extent not otherwise assigned by way of security pursuant to Clause 3 (*Assignments*), the Grantor, with full title guarantee, and as continuing security for the payment and discharge of all Obligations, charges in favour of the Security Trustee by way of first fixed charge, all its present and future right, title and interest in the Collateral.

**6. REPRESENTATIONS AND WARRANTIES OF THE GRANTOR**

- (a) The Grantor hereby represents and warrants to the Security Trustee as of the Issue Date (it being agreed by the Grantor that all the representations and warranties of the Grantor contained in this Agreement, or in any other Loan Document, shall be deemed remade by Grantor as of the issuance of any additional bonds of the Specific Series) that:
- (b) The Grantor is the sole owner of each item of the Collateral upon which it purports to grant a Security Interest hereunder, and has good and marketable title thereto free and clear of any and all liens.
- (c) No effective security agreement, financing statement, equivalent security or lien instrument or continuation statement, financing statement or financing change statement covering all or any part of the Collateral is on file or of record in any public office, other than any such instrument included in the Loan Documents.
- (d) This Agreement creates the Security Interests it purports to create;
- (e) The Grantor’s chief executive office, principal place of business, and place where it keeps its accounting records is set forth under the Grantor’s name on the signature page to this Agreement.
- (f) The Grantor’s full legal name is as set forth in the signature page to this Agreement and, since the date of its formation, the Grantor has not maintained any other name or any assumed name or trade name.
- (g) The Grantor is a company with limited liability, duly organized and registered under the laws of Germany.
- (h) The Loan Documents to which the Grantor is a party, and all other documents, agreements and certificates required hereby or at any time hereafter delivered to the

Security Trustee in connection herewith or therewith, have been duly authorized, and upon their execution and delivery in accordance with the provisions hereof will constitute legal, valid and binding agreements and obligations of the Grantor, enforceable against the Grantor in accordance with their respective terms, subject to applicable bankruptcy or similar laws affecting creditors' rights generally.

- (i) The execution, delivery and performance by the Grantor of each of the Loan Documents to which it is a party, and each of the transactions contemplated thereby, do not and will not (i) conflict with or violate any of the Grantor's organizational documents, (ii) conflict with, result in a breach of or constitute (with or without notice or lapse of time or both) a default or event of default under any contractual obligation of the Grantor.
- (j) No effect on or change to the business of the Grantor, taken as a whole, that is, or is reasonably likely to be, materially adverse to the operations, condition (financial or otherwise), assets, liabilities (contingent or otherwise), prospects, cash flow, income or business operations of such business (a "**Material Adverse Effect**"), taken as a whole, has occurred or shall occur as a result of the entering into of this Agreement or the performance of the Grantor's obligations hereunder.
- (k) No action, suit, investigation, arbitration or proceeding by any person or before any regulatory authority or governmental authority is pending, or, to the best knowledge of the Grantor, threatened against or affecting the Grantor or its business which, individually or in the aggregate, if determined adversely to the interest of the Grantor, could have a Material Adverse Effect or which could prevent or materially impede the consummation of the transactions contemplated by this Agreement.

## **7. COVENANTS OF GRANTOR IN FAVOR OF THE SECURITY TRUSTEE.**

The Grantor hereby covenants and agrees with the Security Trustee, from and after the Issue Date and during the effectiveness of this Agreement and until the Obligations have been fully and irreversibly paid in full or otherwise fully and irreversibly satisfied, as follows:

- (a) **Further Assurances; Possession.** At any time and from time to time, upon the written request of the Security Trustee and at the sole expense of the Grantor, the Grantor shall, without undue delay, duly execute and deliver any and all such further instruments and documents and take such further actions as the Security Trustee may, in its reasonable judgement, deem desirable to obtain the full benefits of this Agreement and of the rights and powers herein granted.
- (b) **Control of Depositary Wallet.** On or about the Issue Date, the Grantor shall enter into a Depositary Wallet Control Agreement, in form and substance satisfactory to the Security Trustee, among the Security Trustee, the Depositary and the Grantor, and any additional parties, which agreement shall be effective to grant to the Security Trustee control over the Depositary Wallet.
- (c) **Maintenance of Records.** The Grantor shall keep and maintain, at its own cost and expense, satisfactory and complete records of, and access information in respect of, the Collateral so that the Collateral is identifiable (*bestimmbar*) and accessible for the purposes of the assignment and other grant of Security provided for in this Agreement.
- (d) **Limitation on liens on Collateral.** The Grantor will not create, permit or suffer to exist, and the Grantor will defend the Collateral against, and take such other action as is necessary to remove, any lien on the Collateral (other than those provided for in this Agreement), and will defend the right, title and interest of the Security Trustee in and to any of the Grantor's rights under the Collateral and the priority thereof against the claims and demands of all persons whomsoever.
- (e) **Limitations on Disposition.** The Grantor will not sell, lease, transfer, grant or enable access to or otherwise dispose of any of the Collateral, or attempt or contract to do so,

except as expressly permitted under this Agreement or the terms of any other Loan Document.

- (f) **Further Identification of Collateral.** The Grantor will, if so requested by the Security Trustee, furnish to the Security Trustee, as often as the Security Trustee requests, statements, access information and schedules further identifying, describing and enabling access to the Collateral and such other reports in connection with the Collateral as the Security Trustee may reasonably request, all in such detail as the Security Trustee may specify.
- (g) **Notices.** The Grantor will advise the Security Trustee without undue delay (upon its knowledge or information), in reasonable detail: (i) of any lien (other than those provided for in this Agreement) or claim made or asserted against any of the Collateral; (ii) of the occurrence of any other event which would have a material adverse effect on the Security Interest created hereunder; and (iii) of any Event of Default.
- (h) **No Change in Principal Office.** Grantor shall not: (i) change its headquarters, principal business address, mailing address, jurisdiction of incorporation, or name as it appears in official filings in the jurisdiction of its organization unless the Security Trustee shall have received at least 15 days prior written notice thereof and any reasonable action requested by the Security Trustee in connection therewith has been completed or taken, (ii) maintain any Collateral other than in the Depositary Wallet.

## 8. RIGHTS UPON DEFAULT.

- (a) **Security Enforceable** The Security created by this Agreement shall become immediately enforceable if an Event of Default has occurred and/or an Enforcement Notice has been delivered in accordance with the terms of the Security Trust Agreement.
- (b) **Enforcement** At any time after the Security created by this Agreement has become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of the Security created by this Agreement and exercise any of the rights conferred on it by this Agreement, the Security Trust Agreement or by law at such times and in such manner as it thinks fit.
- (c) **Power of Sale** At any time after the Security created by this Agreement has become enforceable, the Security Trustee may (without notice to the Grantor) sell or otherwise dispose of the Collateral or any part of it and shall be entitled to apply the proceeds of such sale or other disposal in accordance with Clause 12 (*Application of Moneys*) of the Security Trust Agreement.
- (d) **Statutory Powers** For the purposes of all powers implied by statute the Obligations shall be deemed to have become due and payable on the date of this Agreement.
- (e) **Law of Property Act** Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Agreement or to any exercise by the Security Trustee of its right to consolidate mortgages or its power of sale.
- (f) **Rights of the Grantor against third parties** The Security Trustee shall have no obligation to the Grantor to maintain or preserve the rights of the Grantor as against third parties with respect to Collateral while Collateral is in the possession of the Security Trustee.

## 9. RECEIVERS

- (a) The Security Trustee may, if it so elects, seek the appointment of a receiver or keeper (each, a “**Receiver**”) to take possession of Collateral and to enforce any of the Security Trustee’s remedies, to the extent legally permissible, without prior notice or hearing as to such appointment.
- (b) In respect of any such appointment described in paragraph (a) above, the provisions of Clause 11 (*Receiver*) of the Security Trust Agreement shall apply as if set out herein in full, provided that references therein to “this Agreement” shall be deemed to be references to this Agreement, and references to “the Issuer-Owned Bonds”, “the Security Assets” and “the Security Interests” shall be deemed to be references to the Collateral and the Security Interests as herein defined.
- (c) The Security Trustee shall apply the net proceeds of any enforcement (including by way of collection, recovery, receipt, appropriation, realization or sale) by any Receiver or the Security Trustee as prescribed in Clause 12 (*Application of Moneys*) of the Security Trust Agreement.
- (d) The Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Obligations, including any properly incurred attorneys’ fees and other expenses properly incurred by the Security Trustee to collect such deficiency.

## 10. POWER OF ATTORNEY.

By way of security for the performance of its obligations under this Agreement, the Grantor irrevocably appoints each of the Security Trustee and any Receiver (and their respective delegates and sub delegates) to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the Grantor is obliged to do under the terms of this Agreement or which such attorney considers necessary or desirable in order to enable the Security Trustee, any Receiver or such attorney to exercise the rights conferred on it by or pursuant to this Agreement or by law.

## 11. REINSTATEMENT.

This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor’s assets, and shall continue to be effective or be reinstated, as the case may be, if at any time, payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a “voidable preference” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

■ [REDACTED]

■ [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
■ [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

■ [REDACTED]

### **13. NOTICE OF SALE; WAIVERS.**

The Security Trustee shall give the Grantor not less than ten days' prior notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made (and/or adjourned to). To the maximum extent permitted by applicable law, the Grantor waives all claims, damages, and demands against the Security Trustee arising out of the repossession, retention or sale of the Collateral, except such as arise solely out of the wilful misconduct of the Security Trustee as finally determined by a court of competent jurisdiction, provided, that, in no event shall the Security Trustee be liable for any punitive, exemplary, indirect or consequential damages or loss of profits (if and to the extent they do not arise as a result of the wilful misconduct of the Security Trustee). Except as otherwise specifically provided in this Agreement with respect to specific notice requirements, to the maximum extent permitted by applicable law, the Grantor hereby waives presentment, demand, protest or any notice of any kind in connection with the enforcement of the Security Interest under this Agreement by the Security Trustee.

### **14. TERM.**

The term of this Agreement shall continue until either (i) the Obligations (including, for the avoidance of doubt, any properly incurred fees, costs and expenses payable to the Security Trustee under the Loan Documents) are paid in full or (ii) the Bondholders' Representative directs the Security Trustee to terminate this Agreement and both the Grantor and the Security Trustee agree in writing to terminate this Agreement, with the Security Trustee acting upon such written direction of the Bondholders' Representative.

### **15. NOTICES.**

- a) All notices, requests, demands or other communications to or upon the respective Parties hereto shall be given or made by letter, fax, email or by mail to the Party to which such notice, request, demand or other communication is required or permitted to be given or made in the English language under this Agreement and (as applicable) addressed to the addresses as set out herein or as each Party shall inform the respective other Party in writing from time to time. Any such notice, request, demand or other communication given by letter, fax, email or mail shall be deemed to have been duly given:

- a. in the case of delivery by hand, when delivered;
- b. in the case of email or facsimile, at the time of transmission; or
- c. in the case of pre-paid courier by an internationally recognised courier service, at 12.00 p.m. (London time) on the second Business Day following the date of posting,

provided that (x) in each case where delivery by hand or email occurs after 5:00 p.m. (London time) on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9:00 a.m. (London time) on the next following Business Day and (y) in the case of communications sent by email to the Security Trustee, such communications will take effect upon written confirmation of receipt from the Security Trustee (for the avoidance of doubt an automatically generated "received" or "read" receipt will not constitute written confirmation).

- b) Any communications required or permitted under this Agreement will be made using the following notice details:

If to the Security Trustee, to:

The Law Debenture Trust Corporation p.l.c.  
8th Floor, 100 Bishopsgate  
London EC2N 4AG  
United Kingdom  
Attn: Trust Management Ref TC 204381  
[REDACTED]  
[REDACTED]

If to the Issuer, to:

Fidelity Exchange Traded Products GmbH  
Hohe Bleichen 18  
20354 Hamburg  
Germany  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

#### **16. SEVERABILITY.**

Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement is to be read, construed and applied together with the Terms and Conditions and the other Loan Documents which, taken together, set forth the complete understanding and agreement of the Security Trustee and the Grantor with respect to the matters referred to herein and therein.

#### **17. SPECIFIC PERFORMANCE OF CERTAIN COVENANTS.**

The Grantor acknowledges and agrees that a breach of any of the Grantor's covenants contained in this Agreement will cause irreparable injury to the Security Trustee, that the Security Trustee has no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Security Trustee to seek and obtain specific performance of other obligations of the Grantor contained in this Agreement, that each of the covenants of the Grantor contained in this Agreement shall be specifically enforceable against the Grantor.

#### **18. NO WAIVER; CUMULATIVE REMEDIES; ENTIRE AGREEMENT; AMENDMENT.**

The Security Trustee shall not, by any act, delay, omission, or otherwise, be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Security Trustee and then only to the extent therein set forth. A waiver by the Security Trustee of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Security Trustee would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Security Trustee, any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing,



duly executed by the Security Trustee and the Grantor.

#### **19. LIMITATION BY LAW.**

All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

#### **20. TERMINATION OF THE SECURITY INTEREST.**

Subject to Clause 12 (*Expenses*), upon termination of this Agreement as set forth in Clause 14 (*Term*), the Collateral shall then be released from the Security Interest created hereby, and the Security Interest shall terminate. Upon such termination of the Security Interest, and at the request and sole expense of the Grantor, the Security Trustee shall execute and deliver such documents as the Grantor shall reasonably request to evidence such termination. If any of the Collateral is sold, leased, transferred or otherwise disposed of by the Grantor in the manner which is expressly permitted under this Agreement or the terms of any other Loan Document, such Collateral shall be released from the Security Interest created hereby.

#### **21. SUCCESSORS AND ASSIGNS.**

This Agreement and all obligations of the Grantor hereunder shall be binding upon the successors and permitted assigns of the Grantor and shall, together with the rights and remedies of the Security Trustee hereunder, inure to the benefit of all future holders of any instrument evidencing any of the Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner affect the Security Interest granted to the Security Trustee hereunder. None of the Grantor and the Security Trustee may assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Agreement without the consent of the other Party; provided that, for the avoidance of doubt, the foregoing restriction shall not operate to require the consent of the Grantor to the Security Trustee's delegation of functions related to Security Trustee's rights hereunder or related to Security Trustee taking action pursuant to such rights.

#### **22. SECURITY TRUSTEE ENTITLED TO BENEFIT OF SECURITY TRUST AGREEMENT.**

- a) The Grantor acknowledges and agrees that the Security Trustee is party to this Agreement solely for the better enforcement and preservation of its rights as Security Trustee and of the security granted in its favour pursuant to the Loan Documents.
- b) Notwithstanding anything else in this Agreement or in any other Loan Document, in acting hereunder, the Security Trustee will act on instructions in accordance with the Security Trust Agreement and with the benefit of the entitlements and protections set out in the Security Trust Agreement, including rights to indemnification and remuneration, as if set out in full herein.

#### **23. COUNTERPARTS AND ELECTRONIC TRANSMISSION.**

This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. Delivery of a copy of an executed signature page to this Agreement by electronic means (including a facsimile transmission or a "pdf" or similar attachment to an email) shall be as effective as delivery of an original executed copy of this Agreement; provided that the Grantor undertakes to provide the Security Trustee with a copy of this Agreement bearing original signatures forthwith upon demand.

## 24. GOVERNING LAW AND JURISDICTION

(a) **Governing law** This Agreement and any non contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

(b) **Jurisdiction** Each of the Grantor and the Security Trustee irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement or any non contractual obligations arising out of or in connection with this Agreement (respectively, "Proceedings") and, for such purposes, irrevocably submits to the jurisdiction of such courts.

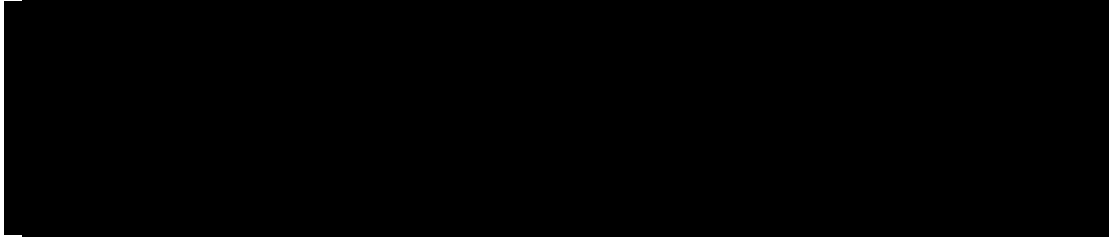
(c) **Service of Process**

[REDACTED]

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed and delivered as a deed by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**Fidelity Exchange Traded Products GmbH**



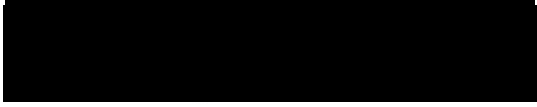
**SECURITY TRUSTEE:**

**EXECUTED as a Deed for and on behalf of  
The Law Debenture Trust Corporation p.l.c.**

**by:**



**Director**



**Representing Law Debenture Corporate Services Limited, Secretary**

## SCHEDULE

### Part 1 Specific Series of Bonds

Issue Date of Specific Series:	10 February 2022
Name of Specific Series:	Fidelity Physical Bitcoin ETP
Ticker Symbol of Specific Series:	FBTC
ISIN of Specific Series:	XS2434891219

### Part 2 Cryptocurrency

Depository Wallet Identifier(s) for Specific Series:	ESFET00200000
Underlying Cryptocurrency:	Bitcoin

### Part 3 Date of Agreement

Date of Agreement:	10 February 2022
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