CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Relating to Limited Partner Interests

of

VANECK BITCOIN TRACKER FUND, LP

VanEck Digital Assets GP, LLC

GENERAL PARTNER

April 26, 2021

THE LIMITED PARTNER INTERESTS (THE "INTERESTS") OF VANECK BITCOIN TRACKER FUND, LP (THE "PARTNERSHIP") OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE INTERESTS WILL BE OFFERED AND SOLD IN THE UNITED STATES IN RELIANCE UPON THE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY EITHER (I) SECTION 4(A)(2) OF THE SECURITIES ACT, (II) RULE 506(B) OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OR (III) RULE 506(C) OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT, IN EACH CASE, AND OTHER EXEMPTIONS OF SIMILAR IMPORT IN THE LAWS OF THE STATES WHERE THE OFFERING WILL BE MADE. WITH RESPECT TO A RULE 506(B) OFFERING OR RULE 506(C) OFFERING BY THE PARTNERSHIP, EACH PROSPECTIVE INVESTOR IS REQUIRED TO BE AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF REGULATION D. IN ADDITION, RULE 506(B) PROHIBITS AN ISSUER TO ENGAGE IN GENERAL SOLICITATION OR GENERAL ADVERTISING IN CONNECTION WITH ITS OFFERING, WHEREAS RULE 506(C) PERMITS AN ISSUER TO ENGAGE IN GENERAL SOLICITATION AND GENERAL ADVERTISING IN CONNECTION WITH ITS OFFERING. IN THE EVENT THAT THE PARTNERSHIP, AS DETERMINED BY VANECK DIGITAL ASSETS GP, LLC, THE GENERAL PARTNER OF THE PARTNERSHIP (THE "GENERAL PARTNER"), IN ITS SOLE AND ABSOLUTE DISCRETION, ENGAGES IN A RULE 506(C) OFFERING OF ITS INTERESTS, THE PARTNERSHIP, AMONG OTHER REQUIREMENTS, MUST TAKE REASONABLE STEPS TO VERIFY THAT ALL PURCHASERS OF THE INTERESTS ARE "ACCREDITED INVESTORS" WITHIN THE MEANING OF REGULATION D. PROSPECTIVE INVESTORS MAY THEREFORE BE REQUIRED TO PROVIDE SUCH ADDITIONAL INFORMATION AS REQUESTED BY THE GENERAL PARTNER. THE GENERAL PARTNER CURRENTLY INTENDS FOR THE PARTNERSHIP TO RELY ON RULE 506(C).

THE INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND SUCH OTHER STATE LAWS PURSUANT TO REGISTRATION OR AN APPLICABLE EXEMPTION. THE INTERESTS HAVE NOT BEEN APPROVED OR DISPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM (THE "MEMORANDUM"). ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS MEMORANDUM WILL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR WILL ANY SALE OF INTERESTS BE MADE IN ANY JURISDICTION IN WHICH THE OFFER, SOLICITATION OR SALE IS NOT AUTHORIZED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE THE OFFER, SOLICITATION OR SALE. IN ADDITION, THE INTERESTS WILL BE "RESTRICTED SECURITIES" (AS SUCH TERM IS DEFINED IN THE SECURITIES ACT) AND MAY NOT BE RESOLD OR TRANSFERRED EXCEPT IN ACCORDANCE WITH THE REPURCHASE PROVISIONS SET FORTH IN THIS MEMORANDUM, UNLESS AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION IS AVAILABLE AND THE TRANSFER OTHERWISE COMPLIES WITH THE TRANSFER RESTRICTIONS CONTAINED IN THE AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (THE "PARTNERSHIP AGREEMENT").

THE PARTNERSHIP WILL NOT BE REGISTERED AS AN INVESTMENT COMPANY

UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"), AND INVESTORS WILL NOT HAVE THE BENEFIT OF ANY PROTECTIONS AFFORDED BY THE INVESTMENT COMPANY ACT.

NONE OF THE INTERESTS, THE PARTNERSHIP'S BITCOIN ACCOUNT OR WALLET ACCOUNT MAINTAINED AT THE CUSTODIAN OR THE BITCOINS DEPOSITED IN THEM ARE DEPOSITS INSURED AGAINST LOSS BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") OR ANY OTHER FEDERAL AGENCY OF THE UNITED STATES.

THE PARTNERSHIP IS NOT A COMMODITY POOL AND WILL NOT BE REGULATED BY THE U.S. COMMODITY FUTURES TRADING COMMISSION (THE "CFTC") UNDER THE COMMODITY EXCHANGE ACT AND THE RULES THEREUNDER. INVESTORS IN THE PARTNERSHIP WILL NOT RECEIVE THE REGULATORY PROTECTIONS AFFORDED TO INVESTORS IN REGULATED COMMODITY POOLS. THEREFORE, THIS OFFERING MEMORANDUM WILL NOT BE REQUIRED TO BE, AND WILL NOT BE, FILED WITH THE CFTC. THE CFTC DOES NOT PASS UPON THE MERITS OF PARTICIPATING IN A POOL OR UPON THE ADEQUACY OR ACCURACY OF ANY OFFERING MEMORANDUM. CONSEQUENTLY, THE CFTC HAS NOT REVIEWED OR APPROVED, AND WILL NOT REVIEW OR APPROVE, THIS OFFERING, THIS OFFERING MEMORANDUM OR ANY OTHER OFFERING MATERIALS FOR THE PARTNERSHIP.

AN INVESTMENT IN THE INTERESTS INVOLVES A HIGH DEGREE OF RISK. SUCH AN INVESTMENT SHOULD BE CONSIDERED ONLY BY INVESTORS WHO HAVE SUFFICIENT KNOWLEDGE AND EXPERIENCE TO EVALUATE THE MERITS AND RISKS OF THE INVESTMENT AND WHO HAVE CAREFULLY READ THIS MEMORANDUM. THE INTERESTS SHOULD BE PURCHASED ONLY BY A PERSON WHOSE FINANCIAL POSITION WOULD PERMIT SUCH PERSON TO BEAR THE ECONOMIC RISKS OF SUCH AN INVESTMENT, INCLUDING A COMPLETE LOSS OF THE INVESTMENT. THE INTERESTS ARE SUITABLE ONLY FOR INVESTORS FOR WHOM AN INVESTMENT IN THE PARTNERSHIP DOES NOT CONSTITUTE A COMPLETE INVESTMENT PROGRAM AND WHO FULLY UNDERSTAND AND ARE CAPABLE OF ASSUMING THE RISKS INVOLVED IN THE PARTNERSHIP'S INVESTMENT PROGRAM.

EACH PERSON WHO HAS RECEIVED A COPY OF THIS MEMORANDUM (WHETHER OR NOT SUCH PERSON PURCHASES ANY INTERESTS IN THE PARTNERSHIP) IS DEEMED TO HAVE AGREED (I) NOT TO REPRODUCE OR DISTRIBUTE THIS MEMORANDUM, IN WHOLE OR IN PART; (II) IF SUCH PERSON HAS NOT PURCHASED INTERESTS, TO RETURN THIS MEMORANDUM TO THE PERSON FROM WHOM IT WAS RECEIVED; (III) NOT TO DISCLOSE ANY INFORMATION CONTAINED IN THIS MEMORANDUM EXCEPT TO THE EXTENT THAT SUCH INFORMATION WAS (A) PREVIOUSLY KNOWN BY SUCH PERSON THROUGH A SOURCE (OTHER THAN THE PARTNERSHIP, THE GENERAL PARTNER, OR ANY AFFILIATE THEREOF) NOT BOUND BY ANY OBLIGATION TO KEEP SUCH INFORMATION CONFIDENTIAL, (B) IN THE PUBLIC DOMAIN THROUGH NO FAULT OF SUCH PERSON, OR (C) LATER LAWFULLY OBTAINED BY SUCH PERSON FROM SOURCES (OTHER THAN THE PARTNERSHIP, THE GENERAL PARTNER, OR ANY AFFILIATE THEREOF) NOT BOUND BY ANY OBLIGATION TO KEEP SUCH INFORMATION CONFIDENTIAL; AND (IV) TO BE RESPONSIBLE FOR ANY DISCLOSURE OF THIS MEMORANDUM, OR THE INFORMATION

CONTAINED IN THIS MEMORANDUM, BY SUCH PERSON OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.

NO PERSON HAS BEEN AUTHORIZED IN CONNECTION WITH THE OFFERING TO GIVE ANY INFORMATION OR MAKE REPRESENTATIONS OTHER THAN AS CONTAINED IN THIS MEMORANDUM. ANY OTHER REPRESENTATIONS (WHETHER WRITTEN OR ORAL) ARE UNAUTHORIZED AND SHOULD NOT BE RELIED UPON. THE DELIVERY OF THIS MEMORANDUM DOES NOT IMPLY THAT THE INFORMATION IN THIS MEMORANDUM IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE.

PROSPECTIVE INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS INVESTMENT, TAX OR LEGAL ADVICE. THIS MEMORANDUM IS PROVIDED FOR INFORMATION ONLY AND IS NOT INTENDED TO BE AND MUST NOT ALONE BE TAKEN AS THE BASIS FOR AN INVESTMENT DECISION. EACH PROSPECTIVE INVESTOR SHOULD MAKE SUCH INVESTIGATIONS AS IT DEEMS NECESSARY TO ARRIVE AT AN INDEPENDENT EVALUATION OF AN INVESTMENT IN THE INTERESTS OFFERED BY THIS MEMORANDUM AND SHOULD CONSULT ITS OWN LEGAL COUNSEL AND FINANCIAL, ACCOUNTING, REGULATORY AND TAX ADVISORS TO DETERMINE THE CONSEQUENCES OF SUCH AN INVESTMENT.

CERTAIN INFORMATION CONTAINED IN THIS MEMORANDUM CONSTITUTES "FORWARD-LOOKING STATEMENTS," WHICH CAN BE IDENTIFIED BY THE USE OF FORWARD-LOOKING TERMINOLOGY SUCH AS "MAY," "WILL," "SHOULD," "EXPECT," "ANTICIPATE," "ESTIMATE," "INTEND," "CONTINUE" OR "BELIEVE" OR COMPARABLE TERMINOLOGY. DUE TO VARIOUS RISKS, UNCERTAINTIES AND ASSUMPTIONS, INCLUDING THOSE SET FORTH IN THE SECTION ENTITLED "RISK FACTORS" IN THIS MEMORANDUM, ACTUAL EVENTS OR RESULTS OR THE ACTUAL PERFORMANCE OF THE PARTNERSHIP MAY DIFFER MATERIALLY FROM THOSE REFLECTED IN OR CONTEMPLATED BY SUCH FORWARD-LOOKING STATEMENTS.

DURING THE COURSE OF THE OFFERING AND PRIOR TO SALE OF INTERESTS, EACH PROSPECTIVE INVESTOR AND ITS REPRESENTATIVE(S), IF ANY, IS INVITED TO QUESTION THE GENERAL PARTNER CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THAT THE GENERAL PARTNER POSSESSES SUCH INFORMATION OR CAN ACQUIRE SUCH INFORMATION WITHOUT UNREASONABLE EFFORT AND EXPENSE, NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION FURNISHED IN THIS MEMORANDUM.

NEITHER THE DELIVERY OF THIS MEMORANDUM, NOR ANY SALES HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO APRIL 26, 2021.

THIS MEMORANDUM SHOULD BE READ IN ITS ENTIRETY
BY EACH PROSPECTIVE INVESTOR.

The Date of this Memorandum is
April 26, 2021

DIRECTORY

Principal office of the Partnership	VanEck Bitcoin Tracker Fund, LP c/o VanEck Digital Assets GP, LLC 666 Third Avenue, 9th Floor New York, NY 10017
General Partner	VanEck Digital Assets GP, LLC 666 Third Avenue, 9th Floor New York, NY 10017
Cash Custodian	State Street Bank and Trust Company One Lincoln Street Boston, MA 02111
Bitcoin Custodian	Gemini Trust Company, LLC 600 Third Avenue, 2nd Floor New York, NY 10016
Administrator	MG Stover & Co. 135 17th Street, Suite 200 Denver, CO 80202
Auditor	Ernst & Young LLP 5 Times Square New York, NY 10036
Legal Advisors	Clifford Chance US LLP 31 West 52nd Street New York, NY 10019

SUMMARY OF TERMS OF THE PARTNERSHIP

THE FOLLOWING INFORMATION IS A SUMMARY OF INFORMATION THAT APPEARS ELSEWHERE IN THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM, THE AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF THE PARTNERSHIP (THE "PARTNERSHIP AGREEMENT") AND THE SUBSCRIPTION MATERIALS. PROSPECTIVE INVESTORS SHOULD REVIEW THIS ENTIRE MEMORANDUM, THE PARTNERSHIP AGREEMENT AND THE RELEVANT SUBSCRIPTION MATERIALS CAREFULLY AND CONSULT THEIR OWN ADVISORS AS TO THE CONSEQUENCES OF AN INVESTMENT IN THE PARTNERSHIP.

Partnership	VanEck Bitcoin Tracker Fund, LP (the "Partnership") is a Delaware limited partnership formed on February 1, 2018.
General Partner	VanEck Digital Assets GP, LLC, a Delaware limited liability company (the "General Partner"), serves as the general partner of the Partnership and has exclusive power and authority with respect to the management, operations and investment decisions made on behalf of the Partnership.
Interests	The Partnership will initially offer a single class of limited partner interests (the "Interests") to investors who are "accredited investors" within the meaning of Regulation D of the Securities Act of 1933, as amended (the "Securities Act"). Investors admitted to the Partnership will acquire Interests and become limited partners in the Partnership (the "Limited Partners") at the sole discretion of the General Partner. The General Partner may create additional classes of Interests from time to time in the future without the consent of or prior notice to the Limited Partners that may vary with respect to its terms. The General Partner and the Limited Partners are hereinafter referred to collectively as the "Partners" and individually as a "Partner." An investment in the Partnership is suitable only for investors that have adequate means of providing for current needs and personal contingencies, can bear the economic risk of the investment and the possible loss of their entire investment, and have no need for liquidity in this investment. Investors will be required to make representations to the foregoing effect to the Partnership as a condition of the acceptance of their subscription.
Investment Objective and Strategies	The investment objective of the Partnership is to reflect the performance of Bitcoin less operating expenses of the Partnership. In seeking to achieve its investment objective, the Partnership will own bitcoin and will value its assets monthly (or more frequently, in the sole discretion of the General Partner) based on the reported MVIS® CryptoCompare Bitcoin Benchmark Rate, which is calculated based on prices contributed by exchanges that the General Partner's affiliate, MV Index Solutions GmbH ("MVIS"), believes represent the top five

bitcoin exchanges based on the industry leading CryptoCompare Exchange Benchmark review report.

The Partnership is intended to provide a relatively cost-efficient way for Partners to implement strategic and tactical asset allocation strategies that use bitcoin by investing in the Interests rather than purchasing, holding and trading bitcoin directly. The latter alternative would require selecting a bitcoin exchange and opening an account or arranging a private transaction, establishing a personal computer system capable of transacting directly on the blockchain, and incurring the risk associated with maintaining and protecting a private key that is irrecoverable if lost, among other difficulties. It should be noted, however, that an investment in the Partnership is not the same as an investment directly in bitcoin.

The Partnership may borrow for short term purposes to facilitate settlement of the Partnership's transactions and lend, with or without security, any of its bitcoin, funds or other property; *provided* that the General Partner will notify the Limited Partners prior to lending any of its bitcoin to third parties.

The Partnership's investment program is speculative and entails substantial risks. There can be no assurance that the Partnership's investment objective will be achieved.

See "INVESTMENT OBJECTIVE AND STRATEGIES."

Feeder Funds

The General Partner reserves the right to establish one or more funds that will invest directly or indirectly in the Partnership (each, a "Feeder Fund"), including without limitation VanEck Bitcoin Tracker Fund (Cayman) Ltd., a Cayman Islands exempted company (the "Cayman Feeder"). The Feeder Funds may be subject to terms and conditions that are different from those applicable to the Partnership.

Subscriptions

Limited Partner subscriptions will be accepted at the sole discretion of the General Partner. Generally, the General Partner will accept subscriptions for Interests, and permit existing Limited Partners to make additional subscriptions, as of the close of business on the last Business Day of each month, or on such other days as the General Partner may determine in its sole discretion (each a "Subscription Date"). In general, capital contributions to the Partnership must be made in U.S. dollars; *provided* that the General Partner, in its sole discretion, may determine to accept in-kind subscriptions of bitcoin.

Completed subscription documents (the "Subscription Agreement") must be received by the General Partner and the Administrator (as defined below) by 4:00 p.m. (New York time)

on the Business Day immediately preceding the relevant Subscription Date, and cleared funds must be received by the Administrator by 4:00 p.m. (New York time) on the Business Day immediately preceding the relevant Subscription Date. Failing this, the Subscription Agreement will, subject to the discretion of the General Partner, be held over to the following Subscription Date and Interests will be issued on that Subscription Date.

A "Business Day" means any day other than a day when the Cboe BZX Exchange, Inc. is closed for regular trading, or such other day as the General Partner in its sole discretion may determine.

The Administrator will issue a written confirmation following receipt of a completed Subscription Agreement. Once Subscription Agreements have been received by the Administrator, they are irrevocable.

The General Partner may from time to time close the Partnership or any class of Interests to new contributions, either for a specified period or until it otherwise determines and either in respect to both existing and new Limited Partners or to new Limited Partners only.

Registered broker-dealers selected by the General Partner may offer Interests from time to time on behalf of the Partnership. The General Partner may pay a broker-dealer a placement fee and/or other fee on certain Interests sold by it. Such fee will not be charged to the Partnership or any Limited Partner. The General Partner has engaged Van Eck Securities Corporation, a registered broker-dealer and affiliate of the General Partner, to offer Interests on behalf of the Partnership; however, Van Eck Securities Corporation will not receive any compensation in connection with such engagement.

Minimum Investment

Interests in the Partnership will be offered in a minimum subscription amount for new investors of $100,000. Limited Partners may acquire additional Interests in a minimum amount of $25,000. The General Partner may, in its sole discretion, permit reduced minimum initial and additional investments.

Capital Contributions of the General Partner

The General Partner, together with its affiliates and their respective professionals (including their family members and family entities), will commit to invest $10 million.

Management Fee

The Partnership pays to the General Partner a monthly management and administrative fee in respect of each Limited Partner (the "Management Fee") as of the last day of each calendar month one-twelfth of 1.00% (1.00% annualized) of the net asset value ("NAV") of each Limited Partner's Capital

Account (as defined below) as of such date and before giving effect to any withdrawals. The Management Fee payable in respect of intra-month subscription and withdrawal amounts will be appropriately prorated for partial periods.

The General Partner may, in its sole and absolute discretion, elect to reduce, waive or calculate differently the Management Fee with respect to any Limited Partner, including, without limitation, Limited Partners that are directors, affiliates or employees of the General Partner, members of the immediate families of such persons, trusts or other entities for their benefit and its affiliates, or any strategic investors, and such other persons as the General Partner may from time to time determine, and may pay a portion of the Management Fee to a third party. The General Partner and its related companies may pay broker-dealers or other financial intermediaries (such as a bank) for the sale of the Interests and related services. These payments may create a conflict of interest by influencing your broker-dealer or other intermediary or its employees or associated persons to recommend the Partnership over another investment.

The Capital Account of the General Partner will not be debited for the Management Fee.

Capital Account

A separate capital account (each, a "Capital Account") will be established by the Partnership in connection with the initial capital contribution and each additional capital contribution by a Partner in order to properly allocate the performance of the Partnership to the Partners on a Partner-by-Partner, class-by-class and investment-by-investment basis.

Appreciation or depreciation in the value of a Partner's Capital Account in the Partnership will reflect both realized and unrealized appreciation and depreciation in the value of the Partnership's assets.

NAV and Valuation of Assets

The NAV of the Partnership will be equal to the total assets of the Partnership, including but not limited to, all bitcoin and cash less total liabilities of the Partnership, each determined on the basis of U.S. generally accepted accounting principles ("GAAP"), unless otherwise determined by the General Partner pursuant to policies established from time to time by the General Partner or otherwise described herein.

The Administrator will determine the NAV of the Partnership at the last business day of each month, or on any Subscription Date or Withdrawal Date (as defined below). In determining the Partnership's NAV, the Administrator values the bitcoin held by the Partnership based on the price set by the MVIS® CryptoCompare Bitcoin Benchmark Rate, unless otherwise determined by the General Partner in its discretion.

The General Partner may declare a suspension of the calculation of the NAV of the Partnership under certain circumstances.

Partnership Expenses

Unless expressly indicated otherwise, the General Partner will pay all of its own normal operating expenses incurred by it incidental to the provision of the day-to-day management and administrative services to the Partnership, including its own overhead (e.g., salaries, benefits and rent).

Subject to the Excess Expense Reimbursement (as defined below), the Partnership will bear all expenses and obligations related to its operations including, but not limited to, organizational, reorganizational and offering expenses (including, without limitation, related travel, lodging and meal expenses), investment related fees and expenses incurred in connection with the acquisition or disposition of investments, including, without limitation, trading related expenses (including any applicable commissions and brokerage charges, clearing expenses, interest expense, other financing charges and related items) and related software expenses; fees and expenses of any external consultants and administrators, including the fees of third-party service providers in relation to the processing of subscriptions and withdrawals; SEC and other reporting and filing expenses and costs incurred by the General Partner in connection with the activities of the Partnership, including Form PF expenses or any similar regulatory reporting or filing expenses (if relevant); government charges; expenses attributable to compliance with private placement, lobbying law and distribution rules in the United States and other foreign jurisdictions and compliance with anti-money laundering laws and know-your-customer requirements; taxes (other than taxes that are attributable to a Limited Partner, as determined by the General Partner in its sole discretion); legal expenses, including expenses related to litigation and threatened litigation, if any, and expenses related to legal inquiries (formal and informal), including regulatory "sweeps"; external accounting expenses and administrative expenses, including the fees of a third party administrator; research and market data expenses; audit and tax preparation expenses; costs of valuing the Partnership's investments, including the use of third-party pricing services or valuation agents; costs of reports and other communications to Limited Partners (including printing, mailing, investor web portal and other costs of information dissemination); corporate licensing; custodial fees; directors' and officers' liability insurance; financing charges and expenses related the Partnership's bitcoin lending activities; insurance related to loss of bitcoin; expenses incurred in connection with any "fork" in bitcoin (including expenses related to the disposal of "forked" bitcoins; expenses incurred in negotiating and complying with Side Letters (as defined below); the Management Fee (as

applicable); liquidation costs; indemnification expenses and other extraordinary expenses; and other expenses associated with the operation of the Partnership.

Notwithstanding the foregoing, as soon as reasonably practicable following the last day of each calendar month, the General Partner will reimburse the Partnership in an amount equal to the excess of the aggregate amount of expenses borne by the Partnership during such fiscal year over an amount equal to one-twelfth of 0.67% (0.67% annualized) of the Partnership's NAV, as determined on the last valuation date of such calendar month (the "Excess Expense Reimbursement"); *provided*, that the Management Fee, trading expenses, taxes, litigation expenses or other extraordinary expenses will be disregarded for the purposes of calculating the Excess Expense Reimbursement.

The organizational expenses of the Partnership will be amortized over a period of sixty (60) months. GAAP requires that organizational costs be treated as an expense when incurred. The General Partner believes that the impact on the Partnership's results from this departure from GAAP is not material and that the amortization of organizational expenses results in a fairer allocation of such expenses among the Limited Partners. Notwithstanding the foregoing, in order to avoid a qualified audit opinion, the General Partner may elect to treat organizational costs in a different manner. For the avoidance of doubt, any amortization of organizational expenses will be taken into account for purposes of determining the organizational expenses in each fiscal year for purposes of the Excess Expense Reimbursement.

Generally, all Partnership expenses will be allocated to the Partners on a *pro rata* basis. However, the General Partner will have the right to charge any Partner, and not treat as a Partnership expense, any expense attributable to a single Partner or a group of Partners, including without limitation, additional accounting expenses incurred in providing a calculation of unrelated business taxable income, if any, to particular Partners. In addition, to the extent the Partnership has more than one class of Interests, the General Partner will allocate Partnership expenses to the appropriate class. General administrative expenses and any other expenses that cannot reasonably be allocated to a particular class will be allocated among all Partners on the basis of each Partner's partnership percentage.

In the event that a Feeder Fund is formed, expenses attributable to such Feeder Fund (other than taxes) will constitute Partnership expenses and will be allocated solely to such Feeder Fund, or otherwise as the General Partner considers to be equitable.

In the event that any of the foregoing fees and expenses are

incurred with respect to the Partnership and Other Accounts (as defined in "CONFLICTS OF INTEREST – Other Activities of Management"), the General Partner will allocate the costs across the entities on a *pro rata* basis or otherwise on a basis it considers to be equitable, except to the extent that certain expenses are specifically attributable to the Partnership or an Other Account.

Withdrawals

Subject to the right of the General Partner to suspend or limit withdrawals discussed in "—Suspension of Withdrawals" below, a Limited Partner may make a withdrawal from its Capital Account, in whole or in part, as of the last Business Day of any calendar quarter (a "Withdrawal Date") by providing at least 30 calendar days' prior written notice to the Administrator. The General Partner has the right to permit withdrawals at other times and upon such notice as determined in its discretion. Except as set forth herein, each notice of withdrawal delivered to the Administrator by any Limited Partner will be irrevocable unless the General Partner determines otherwise in its discretion.

Unless otherwise determined by the General Partner, a Limited Partner must provide notice of a withdrawal request by delivering an executed electronic or facsimile copy of a withdrawal form to the Administrator in compliance with the applicable notice requirement. Unless otherwise determined by the General Partner, the Partnership will not pay withdrawal proceeds to a Limited Partner unless the Administrator receives the notice of withdrawal by such deadline. The Administrator will not be responsible in the event that it does not receive any withdrawal request.

Consistent with applicable anti-money laundering requirements, withdrawal payments will generally be made only to the bank account from which the relevant Capital Contribution was received. Payments to other accounts held in the name of the registered owner of the relevant Interest will be made only if approved by the General Partner in its discretion. The Partnership will not make withdrawal payments to accounts held in the name of any person other than the registered owner of the relevant Interest unless the General Partner determines otherwise in its discretion.

A partial withdrawal from a Capital Account will be permitted only in an amount equal to or greater than $25,000, unless otherwise permitted by the General Partner in its discretion. A partial withdrawal by a Limited Partner will not be permitted if such withdrawal would cause the remaining balance of the Limited Partner's Capital Account to fall below the required minimum initial investment for an Interest, subject to the General Partner's right to waive such minimum investment in its discretion.

Withdrawal proceeds are generally expected to be paid to the Limited Partner within five Business Days after the relevant Withdrawal Date. Subject to the Partnership's right to retain a Reserve Amount (as defined below), if a Limited Partner elects to make a withdrawal of more than 95% of the balance of its Capital Account as of any Withdrawal Date, then 95% of the estimated net withdrawal proceeds (based on estimated, unaudited data) shall be paid to the Limited Partner in accordance with the otherwise applicable payment procedures for such withdrawal. The Partnership shall pay such Limited Partner the balance of the withdrawal proceeds after completion of the annual audit of the Partnership's books for the fiscal year in which the withdrawal occurs (or prior to the completion of the annual audit, in the sole discretion of the General Partner). If a Limited Partner seeks to withdraw more than 95%, in the aggregate, of its Capital Account balance during a fiscal year by means of more than one withdrawal, this "holdback" may be applied by reference to the aggregate amounts withdrawn from such Capital Account during such fiscal year. These payment and holdback provisions in may also apply to withdrawal proceeds in connection with any partial withdrawal requests that are not based on fixed dollar amounts (e.g., a percentage of a Limited Partner's Capital Account balance).

Certain expenses (including expenses that are actually paid or payable or that are reasonably capable of being accurately estimated by the General Partner) incurred by the Partnership as a result of withdrawals may, in the discretion of the General Partner, be debited from the withdrawal proceeds otherwise distributable to the withdrawing Limited Partners. Because withdrawal expenses will vary on a case-by-case basis, the General Partner cannot predict the maximum charge.

The Partnership generally expects to make distributions of withdrawal proceeds in U.S. dollars. However, the General Partner may determine, in its sole discretion, that such withdrawal payments will not be made in U.S. dollars, but instead will be made in-kind in bitcoin, or in a combination of cash and bitcoin. In the event the General Partner determines to make a distribution of withdrawal payments in-kind, such withdrawal payment will be either, in the sole discretion of the General Partner (i) satisfied in-kind up to the lesser of the number of bitcoin contributed in-kind by such Limited Partner and the bitcoin equivalent of the value (on an as-converted to bitcoin basis) of such Limited Partner's Interests at the time of withdrawal, and the Partnership will make an in-kind distribution in respect of such withdrawal payment to the Limited Partner, (ii) transferred to a special-purpose vehicle established for the benefit of the withdrawing Limited Partners and interests in such special-purpose vehicle will be distributed to the withdrawing Limited Partners in proportion to their

respective shares of the in-kind withdrawal payment or (iii) retained in the Partnership, in which case a new class of interests in the Partnership will be issued to the withdrawing Limited Partners in respect of such retained amount; *provided*, that, for each of clauses (i), (ii) or (iii) the Partnership is not restricted from doing so under applicable law or regulation. Any such in-kind withdrawal payment will be made to the withdrawing Limited Partners *pro rata* in accordance with the respective amounts of withdrawal proceeds such Limited Partners are receiving at such time. The General Partner will provide the withdrawing Limited Partner at least ten calendar days' notice prior to the applicable Withdrawal Date of its intent to make a distribution of withdrawal payment in-kind in either the form of clause (i), (ii) or (iii) above. In the event the General Partner's notice indicates that such in-kind distribution will be in the form of either clause (ii) or (iii) above, within five calendar days of receiving such notice, the withdrawing Limited Partner may provide written notice to the General Partner that it elects instead to receive such withdrawal payment in digital currency, in which case the General Partner may refuse such request within five calendar days or, if not refused, will use reasonable efforts to effect the transfer of the appropriate amount of digital currency to the investor as promptly as practicable following the calculation of the NAV for the applicable Withdrawal Date.

In the event that the Partnership transfers bitcoin to a special-purpose vehicle and distributes interests in such special-purpose vehicle to withdrawing Limited Partners, (i) the assets of the special-purpose vehicle will be sold by the General Partner or its designee for the benefit of the withdrawing Limited Partners, (ii) payment to a Limited Partner of the portion of such Limited Partner's withdrawal proceeds that was transferred to the special purpose vehicle will be delayed until such time as the bitcoin can be sold and (iii) the amount ultimately paid to such Limited Partner in respect of the bitcoin transferred in-kind to such special-purpose vehicle will be equal to the net sales proceeds ultimately received for such bitcoin which may be less than the withdrawal price on the Withdrawal Date. The foregoing will apply to the issuance of any class of interests in the Partnership in lieu of the creation of a special purpose vehicle. Any such special-purpose vehicle will bear any costs associated with the carrying and liquidation of the bitcoin held by such special-purpose vehicle. Assets held by a special-purpose vehicle will be subject to a management fee payable to the General Partner or its affiliates (unless waived by the General Partner), which will be calculated and paid in the manner described above, *mutatis mutandis*. Additionally, any such special-purpose vehicle will bear any other organizational and operating expenses incurred in respect of such special-purpose vehicle.

In the event a Limited Partner makes a withdrawal request, the

General Partner may cause the Partnership to withhold a portion of the withdrawal proceeds otherwise distributable to such Limited Partner (the "Reserve Amount") in order to make such provisions as the General Partner, in its discretion, deems necessary or advisable to create a reserve for any and all liabilities and obligations, contingent or otherwise, of the Partnership, regardless of whether any such reserve is required by GAAP. The General Partner will notify a withdrawing Limited Partner of its Reserve Amount, if any. Any Reserve Amount will be a general liability of the Partnership and will not participate in the profits and losses of the Partnership. After the payment or settlement of all liabilities and obligations for which a Reserve Amount (or any portion thereof) was withheld, the Partnership will distribute to the withdrawing Limited Partner the amount, if any, of such Reserve Amount (or portion thereof) that was not applied to such payment or settlement.

The General Partner may make withdrawals from its Capital Account at any time in its discretion and without notice to the Limited Partners.

Suspension of Withdrawals

The General Partner may (i) suspend the calculation of Net Asset Value, (ii) suspend or limit the right of all Limited Partners to make withdrawal requests, (iii) suspend or limit the right of all Limited Partners to receive withdrawal proceeds and/or reduce the amount that may be withdrawn from the Partnership at any time prior to the payment of withdrawal proceeds if the General Partner, in its sole discretion, determines that any of the following has occurred and is continuing:

(i) The calculation of the MVIS® CryptoCompare Bitcoin Benchmark Rate (or such other pricing source that the General Partner has selected for pricing the Partnership's portfolio) has been suspended for any reason;

(ii) the closure of, or systemic delays or other material changes with respect to, any exchange or market on which bitcoin is quoted, other than for ordinary holidays and weekends, or the restriction or suspension of transactions on any such exchanges;

(iii) a "hard fork" of the blockchain with respect to bitcoin (e.g., a non-backward compatible change to the original Bitcoin blockchain which leads to the creation of a new asset);

(iv) the existence of any state of affairs that constitutes a state of emergency, period of extreme volatility or other exigent circumstance as a result of which the disposition

of the investments of the Partnership necessitated by giving effect to requested withdrawals, when aggregated with other amounts requested to be withdrawn on the same withdrawal date, would result in (A) the Partnership's realizing less than the fair value, as determined by the General Partner in its sole discretion, of the disposed investments or (B) a significant decline in the prices or values of the bitcoin retained by the Partnership following such dispositions;

(v) the breakdown of the means of communication normally employed in determining the prices or values of the bitcoin held by the Partnership or the breakdown of the dissemination of prices quoted on any exchange on which any of the bitcoin held by the Partnership is quoted;

(vi) systemic delays in the recording and confirmation of transactions on the blockchain applicable to bitcoin;

(vii) for any reason, the prices or values of the investments of the Partnership cannot reasonably be promptly and accurately ascertained;

(viii) the termination of the Partnership or the declaration by the General Partner of its intent to terminate the Partnership and/or effect an orderly liquidation of the Partnership's assets;

(ix) the withdrawal by any Limited Partner of all or any portion of its capital account balance could have a material adverse effect on the Partnership or the interests of the withdrawing or remaining Limited Partners, including, without limitation, by resulting in any regulatory, legal or tax violation, penalty or other material impact to the Partnership, the General Partner or any Limited Partner;

(x) the suspension of the calculation of the NAV of the Partnership and/or the suspension or restriction of the right of any Limited Partner to make withdrawals and/or to receive withdrawal proceeds would be in the best interest of the Partnership; or

(xi) the Partnership is winding down its business.

If the General Partner has suspended the right to make withdrawals from the Partnership, it may in its sole discretion determine not to permit any subsequent withdrawals but instead deliver a notice of termination of the Partnership.

A withdrawal request by a Limited Partner that is not satisfied

as of the applicable Withdrawal Date because of the foregoing restrictions will be satisfied as of a date promptly following the date as of which the General Partner determines that the condition giving rise to the suspension or limitation has ceased to exist and no other condition under which suspension or limitation is authorized exists, unless the General Partner determines to liquidate and dissolve the Partnership. The General Partner will provide Limited Partners with written notice of the next date as of which Limited Partners will be permitted to withdraw and pending withdrawal requests will be honored. Pending withdrawal requests will not be satisfied in preference to later withdrawal requests, but will be satisfied *pari passu* with them. Amounts not withdrawn from the Partnership due to the foregoing restrictions will remain invested in the Partnership's investment program and will remain exposed to, and will participate in, the profits, losses and expenses of the Partnership until the effective date of withdrawal.

Compulsory Withdrawals

The General Partner may, at any time, without prior notice and in its sole and absolute discretion, require any Limited Partner to withdraw all or a portion of its entire Interest from the Partnership, including, without limitation, in the event that the General Partner determines, in its discretion, that such withdrawal may prevent or mitigate (i) any violation of any law or regulation of the United States of America or any state thereof or of any non-U.S. jurisdiction, (ii) the assets of the Partnership from constituting "plan assets" for purposes of the ERISA Plan Asset Regulation (as defined below) or any applicable Similar Law (as defined below), (iii) the occurrence of a non-exempt prohibited transaction under Section 406 of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), or a violation of any applicable Similar Law, (iv) the registration of the Partnership as an investment company under the Investment Company Act or (v) any material adverse effect, significant delay, extraordinary expense, or any regulatory, pecuniary or taxation disadvantage to the Partnership, the General Partner or any of their respective affiliates. Compulsory withdrawals may, in the discretion of the General Partner, be effected in cash, in-kind or a combination of both.

The General Partner and its members may voluntarily withdraw all or any portion of its Capital Account(s) in the Partnership on the same terms as the Limited Partners.

Forks

If a "fork" occurs in the Bitcoin network, the General Partner will direct the Bitcoin Custodian to distribute the new cryptocurrency in-kind to the Partnership, and the General

	Partner will use commercially reasonable efforts to sell the new cryptocurrency and for the proceeds to be distributed to the Partners.
Allocations and Distributions	The Partnership generally does not intend to make distributions, other than as described herein, and will reinvest substantially all income and gain. The General Partner may, however, cause the Partnership to make distributions to some or all Limited Partners at any time.
Side Letters	The Partnership, without any further act, approval or vote of any Limited Partner, will be able to enter into side agreements or similar separate written agreements with one or more Limited Partners, which will have the effect of establishing rights under, or altering, supplementing or modifying the terms of the Partnership Agreement, including with respect to economic rights and terms of a Limited Partner (each such side agreement or other writing, a "Side Letter"). Any rights established, or any terms altered, modified or supplemented, in a Side Letter with a Limited Partner, including any economic rights and terms, will govern solely with respect to such Limited Partner notwithstanding any other provision of the applicable governing agreements.
Indemnification	The Partnership has agreed to indemnify and hold harmless the General Partner and its members, officers, directors, employees and agents to the fullest extent permitted by law against all fees, costs and expenses incurred in connection with the Partnership, its properties or business affairs and from any claim, action or demand against the General Partner to the extent such person has acted in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interests of the Partnership (excluding actual fraud, gross negligence and willful misconduct). See "SUMMARY OF THE LIMITED PARTNERSHIP AGREEMENT – Liability and Indemnification."
Transferability of Interests	A Limited Partner may not, voluntarily or involuntarily, sell, assign, or transfer all or any portion of its interest in the Partnership without the consent of the General Partner, which consent may be granted or withheld in the sole discretion of the General Partner.
Risk Factors and Conflicts	The Partnership is a recently formed entity, and as such, has limited operating history. Investment in the Partnership involves significant risk factors and is suitable only for persons who can bear the economic risk of the loss of their entire investment. There are significant risks and hazards inherent in the bitcoin market that may cause the price of bitcoin to widely fluctuate. There can be no assurance that the General Partner will achieve the Partnership's investment objective. Prospective investors

should carefully consider, among other factors, the risks and conflicts described in this Memorandum.

Cash Custodian

The custodian for the Partnership's cash holdings is State Street Bank and Trust Company (the "Cash Custodian"). The Partnership may retain additional custodians from time to time pursuant to a custodian agreement to perform certain services that are typical of a custodian. The General Partner may, in its sole discretion, add or terminate custodians at any time. Additionally, the General Partner or its affiliates may, from time to time in the ordinary course of its operations, take custody of certain assets.

Bitcoin Custodian

The custodian for the Partnership's bitcoin holdings is Gemini Trust Company, LLC (the "Bitcoin Custodian"). The General Partner may, in its discretion, change the custodian for the Partnership's bitcoin holdings, but it will have no obligation whatsoever to do so or to seek better terms for the Partnership from other such custodians.

The Bitcoin Custodian will keep custody of all of the Partnership's bitcoin. The Bitcoin Custodian will keep a substantial portion of the private keys associated with the Partnership's bitcoin in "cold storage" or similarly secure technology. Cold storage is a safeguarding method with multiple layers of protections and protocols, by which the private key(s) corresponding to the Partnership's bitcoin is (are) generated and stored in an offline manner. Private keys are generated in offline computers that are not connected to the internet so that they are resistant to being hacked.

Cold storage of private keys may involve keeping such keys on a non-networked computer or electronic device or storing the public key and private keys on a storage device (for example, a USB thumb drive) or printed medium and deleting the keys from all computers. The Bitcoin Custodian may receive deposits of bitcoin but may not send bitcoin without use of the corresponding private keys. In order to send bitcoin when the private keys are kept in cold storage, either the private keys must be retrieved from cold storage and entered into a software program to sign the transaction, or the unsigned transaction must be sent to the "cold" server in which the private keys are held for signature by the private keys. At that point, the Bitcoin Custodian can transfer the bitcoin.

Term and Termination of Partnership

The Partnership will have perpetual existence. The Partnership will continue until a winding-up of the Partnership commences.

U.S. Regulatory Matters

The Interests are not registered with the SEC in reliance upon the exemption from registration under the Securities Act provided by either (i) Section 4(a)(2) of the Securities Act, (ii) Rule 506(b)

of Regulation D promulgated under the Securities Act or (iii) Rule 506(c) of Regulation D promulgated under the Securities Act. In addition, the Partnership currently is not, and does not propose in the future to be, registered as an investment company under the Investment Company Act of 1940, as amended (the "Investment Company Act").

Tax Status

It is intended that the Partnership will be treated as a partnership (and not as an association taxable as a corporation) for U.S. federal income tax purposes.

An investment in the Partnership involves complex U.S. federal, state, local and non-U.S. tax considerations that will differ for each prospective investor's particular circumstances. Prospective investors should review the tax matters discussion in "U.S. FEDERAL INCOME TAX CONSIDERATIONS" and are advised to consult their respective tax advisors as to the U.S. federal, state, local and non-U.S. income and other tax consequences applicable to an investment in the Partnership. Nothing contained in this Memorandum should be construed to be legal, tax or other advice.

ERISA Considerations

The Interests may be acquired by institutions, including pension plans, that are subject to ERISA or Section 4975 of the Code. The General Partner will use its commercially reasonable efforts to conduct the affairs and operations of the Partnership so that the Partnership's assets will not include "plan assets" within the meaning of the U.S. Department of Labor regulation at 29 C.F.R. § 2510.3 101, as modified by Section 3(42) of ERISA (the "ERISA Plan Asset Regulation").

In addition, regardless of whether the assets of the Partnership are deemed to constitute "plan assets", fiduciaries of plans subject to ERISA that are acquiring the Interests will be required to make certain representations, including a representation that such an investment will not result in a non-exempt prohibited transaction under ERISA or the Code. Each prospective investor in the Partnership subject to ERISA is urged to consult its own advisors as to the provisions of ERISA applicable to an acquisition of the Interests. See "ERISA CONSIDERATIONS."

Anti-Money Laundering

The Partnership endeavors to prevent, detect, and report money laundering. To this end, the Partnership has developed an anti-money laundering program, which includes (i) anti-money laundering policies and procedures consistent with current statutory and regulatory requirements, including the United States Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001; (ii) the reporting of suspicious activities and procedures for customer identification, as applicable; (iii) the designation of an anti-money laundering compliance officer

	responsible for implementing and monitoring the program; (iv) independent testing for compliance; and (v) ongoing training for personnel. The Partnership's anti-money laundering policies and procedures will be modified from time to time as necessary to comply with additional anti-money laundering regulations as they become effective. In connection with this program, prospective investors may be required to provide supplemental information requested by the General Partner or the Partnership's Administrator (as defined below) that is deemed necessary to enable the Partnership to satisfy its customer identification requirements under the program
Amendments and Waivers	The Partnership Agreement may be modified or amended at any time by the General Partner with the consent of a majority-in-interest of the Limited Partners, which may be obtained through negative consent. The General Partner may, without the consent of the Limited Partners, modify or amend any provision of the Partnership Agreement to make any changes which the General Partner reasonably determines do not materially adversely affect the interests of the Limited Partners considered as a whole.
Reports	At the end of each fiscal year, the Partnership's financial statement will be examined by an independent certified public accountant. Copies of the audited financial statements are furnished to each Limited Partner within 120 days of the end of such fiscal year (or as soon as reasonably practicable thereafter). Unaudited monthly (or more frequent) performance reports are also provided to each Limited Partner. Additionally, each Limited Partner will receive a Schedule K-1 for each taxable year as soon as reasonably practicable following such taxable year.
Fiscal Year	The Partnership's fiscal year will end on December 31 of each calendar year or such other date as may be required for U.S. federal tax purposes. If permitted by U.S. federal tax law, the General Partner may change the fiscal year end of the Partnership as it deems appropriate in its sole discretion.
Administrator	MG Stover & Co. will serve as the Partnership's administrator (the "Administrator").
Independent Auditor	Ernst & Young LLP will serve as the Partnership's independent public accountant and auditor.
Legal Counsel	Clifford Chance US LLP will act as legal counsel to the Partnership and the General Partner. Clifford Chance US LLP does not purport to represent the interests of current or prospective investors.

RISK FACTORS

An investment in the Partnership involves a significant degree of risk, including, but not limited to, those risks described below, and, therefore, should be undertaken only by investors capable of evaluating the risks of the Partnership and bearing such risks. In addition, there are significant actual and potential conflicts of interests that may arise in connection with the Partnership that investors should be aware of, as set forth below under "Conflicts of Interest." The existence of any risk or an actual conflict may have an adverse impact on the performance of the Partnership and, thus, the return to Limited Partners. Prospective investors in the Partnership should carefully consider the following factors in connection with an investment in the Partnership and should consult their own legal, tax and financial advisors as to all of these risks and an investment in the Partnership generally. The Interests are suitable investments only for sophisticated investors for whom an investment in the Partnership does not constitute a complete investment program and who fully understand, and are willing to assume, and have the financial resources to withstand, the risks involved in the Partnership's specialized investment program and to bear the potential loss of their entire investment in the Interests. There can be no assurance that the Partnership will be able to achieve its investment objective or that Limited Partners will receive any return on their capital, and investment results may vary substantially on a daily, monthly, quarterly or annual basis. Furthermore, no assurance can be given that risk control mechanisms will be adequate to safeguard against losses. Limited Partners may be required to bear the financial risk of an investment in the Partnership for an indefinite period of time. Additional risks and uncertainties not currently known to the General Partner or that the General Partner currently deems to be immaterial also may materially adversely affect the Partnership's business, financial condition or operating results.

Risks Associated with Bitcoin and the Bitcoin Network

Digital assets such as bitcoin were only introduced within the past decade, and the medium-to-long term value of the Interests is subject to a number of factors relating to the capabilities and development of blockchain technologies and to the fundamental investment characteristics of digital assets that are uncertain and difficult to evaluate.

Digital assets such as bitcoin were only introduced within the past decade, and the medium-to-long term value of the Interests is influenced by a wide variety of factors that are uncertain and difficult to evaluate, such as the infancy of their development, their dependence on technologies such as cryptographic protocols, their dependence on the role played by miners and developers and the potential for malicious activity. For example, the following are some of the risks could materially adversely affect the value of the Interests:

- The trading prices of many digital assets, including bitcoin, have experienced extreme volatility in recent periods and may continue to do so. For instance, there were steep increases in the value of certain digital assets, including bitcoin, over the course of 2017, and multiple market observers asserted that digital assets were experiencing a "bubble." These increases were followed by steep drawdowns throughout 2018 in digital asset trading prices, including for bitcoin. Following the drawdowns, bitcoin prices increased during 2019, then decreased significantly again in early 2020 before increasing later in the year. There can be no assurance that such increases will continue in the future, or that they will not be offset by declines. The bitcoin markets may still be experiencing a bubble or may experience a bubble again in the future. Extreme volatility in the future, including further declines in the trading prices of bitcoin, could have a material adverse effect on the value of the Interests and the Interests could lose all or substantially all of their value.

- Digital asset networks and the software used to operate them are in the early stages of development. Digital assets have experienced, and the General Partner expects will experience in the future, sharp

fluctuations in value. Given the infancy of the development of digital asset networks, parties may be unwilling to transact in digital assets, which would dampen the growth, if any, of digital asset networks, including the Bitcoin network.

- Digital asset networks are dependent upon the internet. A disruption of the internet or a digital asset network, such as the Bitcoin network, would affect the ability to transfer digital assets, including bitcoin, and, consequently, adversely affect their value.

- The acceptance of software patches or upgrades by a significant, but not overwhelming, percentage of the users and miners in a digital asset network, such as the Bitcoin network, could result in a "fork" in such network's blockchain, resulting in the creation of multiple separate networks, which could compete with one another for users, miners, and developers. This could adversely affect the Bitcoin network and bitcoin prices.

- Governance of many digital asset networks, including the Bitcoin network, is by voluntary consensus and open competition. As a result, there may be a lack of consensus or clarity on the governance of the Bitcoin network, which may stymie the Bitcoin network's utility and ability to grow and solve challenges. In particular, it may be difficult to find solutions or martial sufficient effort to overcome current or future problems on the Bitcoin network.

- The foregoing notwithstanding, the Bitcoin network's software protocol is informally managed by a group of core developers that propose amendments to the Bitcoin network's source code. The core developers evolve over time, largely based on self-determined participation. To the extent that a significant majority of users and miners adopt amendments to the Bitcoin network, the Bitcoin network will be subject to new protocols that may adversely affect the value of bitcoin.

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

- The loss or destruction of a private key required to access a digital asset such as bitcoin may be irreversible. If a private key is lost, destroyed or otherwise compromised, including by the Bitcoin Custodian, the Partnership will be unable to access the bitcoin corresponding to that private key, resulting in loss.

- Bitcoins have only recently become selectively accepted as a means of payment by merchants and retail and commercial businesses, and use of bitcoins by consumers to pay such merchants and businesses remains limited. Bitcoin's price volatility may make retailers less likely to accept it as a form of payment in the future.

- Miners, developers and users may switch to or adopt certain digital asset networks at the expense of their engagement with other digital asset networks, which may negatively impact those networks, including the Bitcoin network.

- Over the past several years, digital asset mining operations have become more costly as they have evolved from individual users mining with computer processors, graphics processing units and

first-generation application specific integrated circuit machines to "professionalized" mining operations using specialized hardware or sophisticated machines. If the profit margins of digital asset mining operations are not sufficiently high, digital asset miners are more likely to immediately sell tokens earned by mining, resulting in an increase in liquid supply of that digital asset, which would generally tend to reduce that digital asset's market price.

- To the extent that any miners cease to record transactions that do not include the payment of a transaction fee in solved blocks or do not record a transaction because the transaction fee is too low, such transactions will not be recorded on bitcoin's digital public recordkeeping system or ledger (the "Bitcoin Blockchain") until a block is solved by a miner who does not require the payment of transaction fees or is willing to accept a lower fee. Any widespread delays in the recording of transactions could result in a loss of confidence in the Bitcoin network.

- In the past, flaws in the source code for digital asset networks have been exposed and exploited, including flaws that disabled some functionality for users, exposed users' personal information and/or resulted in the theft of users' digital assets. The cryptography underlying Bitcoin could prove to be flawed or ineffective, or developments in mathematics and/or technology, such as advances in quantum computing, could result in such cryptography becoming ineffective, enabling a malicious actor to take the Partnership's bitcoin, which would adversely affect the value of the Interests. Even if another digital asset other than bitcoin were affected by similar circumstances, any reduction in confidence in the robustness of the source code or cryptography underlying digital assets generally could negatively affect the demand for all digital assets, including bitcoin, and therefore adversely affect the value of the Interests.

- Banks and other established financial institutions may refuse to process funds for bitcoin transactions; process wire transfers to or from bitcoin exchanges, bitcoin-related companies or service providers; or maintain accounts for persons or entities transacting in bitcoin. This could dampen liquidity in the market and damage the public perception of digital assets generally or any one digital asset in particular, such as bitcoin, and their or its utility as a payment system, which could decrease the price of digital assets generally or individually.

Moreover, because digital assets, including bitcoin, have been in existence for a short period of time and are continuing to develop, there may be additional risks in the future that are impossible to predict or evaluate as of the date of this Memorandum.

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

The value of the Interests relates directly to the value of the bitcoins held by the Partnership and fluctuations in the price of bitcoin could adversely affect the value of the Interests. The market price of bitcoin may be highly volatile, and may be influenced by a wide variety of factors, some of which could include:

- An increase in the global bitcoin supply;

- The adoption of bitcoin as a medium of exchange, store-of-value or other consumptive asset and the maintenance and development of the open-source software protocol of the Bitcoin network, and speculative expectations related thereto;

- Forks in the Bitcoin network;

- Partners' expectations with respect to interest rates, the rates of inflation of fiat currencies or bitcoin, and digital asset and fiat currency conversion and exchange rates;

- Monetary policies of governments, trade restrictions, currency devaluations and revaluations and regulatory measures or enforcement actions, if any, that restrict the use of bitcoin as a form of payment or the purchase of bitcoin on the bitcoin markets;

- Increased competition from other forms of digital assets or payment services, including digital currencies constituting legal tender that may be issued in the future by central banks, or digital assets meant to serve as a medium of exchange by major private companies or other institutions.

- Global or regional political, economic or financial conditions, events and situations, such as the novel coronavirus outbreak;

- Consumer and investor preferences and perceptions of bitcoin specifically and digital assets generally;

- Decreased confidence in bitcoin exchanges generally due the failure of certain bitcoin exchanges or their being subject to hacks, service outages, or manipulative trading activity, as well as to the lack of regulation and transparency associated with some of them;

- Fiat currency withdrawal and deposit policies on bitcoin exchanges;

- The liquidity of bitcoin markets;

- Levels of speculative interest and trading activity in bitcoin and other digital asset markets;

- Investment and trading activities of large holders of bitcoin;

- A "short squeeze" resulting from speculation on the price of bitcoin;

- An active derivatives market for bitcoin or for digital assets generally; and

- Fees associated with processing a bitcoin transaction and the speed at which bitcoin transactions are settled.

The value of a bitcoin as represented by the MVIS® CryptoCompare Bitcoin Benchmark Rate may also be subject to momentum pricing due to speculation regarding future appreciation in value, leading to greater volatility that could adversely affect the value of the Interests. Momentum pricing typically is associated with growth stocks and other assets whose valuation, as determined by the investing public, accounts for future appreciation in value, if any. The General Partner believes that momentum pricing of bitcoins has resulted, and may continue to result, in speculation regarding future appreciation in the value of bitcoin, inflating and making the MVIS® CryptoCompare Bitcoin Benchmark Rate more volatile. As a result, bitcoin may be more likely to fluctuate in value due to changing investor confidence, which could impact future appreciation or depreciation in the MVIS® CryptoCompare Bitcoin Benchmark Rate and could adversely affect the value of the Partnership.

The General Partner cannot be certain as to the impact of the expansion of its bitcoin holdings on the digital asset industry and the Bitcoin network. A decline in the popularity or acceptance of the Bitcoin network would harm the value of the Partnership.

The value of the Interests depends on the development and acceptance of the Bitcoin network. The slowing or stopping of the development or acceptance of the Bitcoin network may adversely affect an investment in the Partnership.

The Bitcoin network, including the cryptographic and algorithmic protocols associated with the operation of the Bitcoin Blockchain, has only been in existence since 2009, and bitcoin markets have a limited performance record, making them part of a new and rapidly evolving industry that is subject to a variety of factors that are difficult to evaluate. For example, the following are some of the risks could materially adversely affect the value of the Interests:

- As the Bitcoin network continues to develop and grow, certain technical issues might be uncovered and the trouble shooting and resolution of such issues requires the attention and efforts of Bitcoin's global development community.

- In August 2017, the Bitcoin network underwent a hard fork that resulted in the creation of a new digital asset network called Bitcoin Cash. This hard fork was contentious, and as a result some users of the Bitcoin Cash network may harbor ill will toward the Bitcoin network. These users may attempt to negatively impact the use or adoption of the Bitcoin network.

- Also in August 2017, the Bitcoin network was upgraded with a technical feature known as "Segregated Witness" with the promise of increasing the number of transactions per second that can be handled on-chain and enabling so-called second layer solutions, such as the Lightning Network or payment channels, that have the potential to increase transaction throughput by processing certain transactions outside the main Bitcoin Blockchain. These upgrades may fail to achieve the expected benefits or widespread adoption, leading to a decline in public support for, and the price of, bitcoin.

- As of the date of this Memorandum, the largest 100 bitcoin wallets held a substantial amount of the outstanding supply of bitcoin and it is possible that some of these wallets are controlled by the same person or entity. Moreover, it is possible that other persons or entities control multiple wallets that collectively hold a significant number of bitcoin, even if each wallet individually only holds a small amount. As a result of this concentration of ownership, large sales by such holders could have an adverse effect on the market price of bitcoin.

Bitcoin transactions are irrevocable and stolen or incorrectly transferred bitcoin may be irretrievable. As a result, any incorrectly executed bitcoin transactions could adversely affect an investment in the Partnership.

Bitcoin transactions are not reversible. Once a transaction has been verified and recorded in a block that is added to the Bitcoin Blockchain, an incorrect transfer of cryptocurrency, such as bitcoin, or a theft of bitcoin generally will not be reversible and the Partnership may not be capable of seeking compensation for any such transfer or theft. To the extent that the Partnership is unable to successfully seek redress for such error or theft, such loss could adversely affect an investment in the Partnership.

The custody of the Partnership's bitcoin is handled by the Bitcoin Custodian, and the transfer of bitcoin is directed by the Administrator. The General Partner has evaluated the procedures and internal controls of the Partnership's Bitcoin Custodian to safeguard the Partnership's bitcoin holdings, as well as the procedures and internal controls of the Administrator. However, if the Bitcoin Custodian's internal procedures and controls are inadequate to safeguard the Partnership's bitcoin holdings, and the Partnership's private key(s) is (are) lost, destroyed or otherwise compromised and no backup of the private key(s) is (are) accessible, the Partnership will be unable to access its bitcoin, which could adversely affect an investment in the Interests of the Partnership. In addition, if the Partnership's private key(s) is (are) misappropriated

and the Partnership's bitcoin holdings are stolen, including from or by the Bitcoin Custodian, the Partnership could lose some or all of its bitcoin holdings, which could adversely impact an investment in the Interests of the Partnership.

Security threats to the Partnership's account with the Bitcoin Custodian could result in the halting of Partnership operations and a loss of Partnership assets or damage to the reputation of the Partnership, each of which could result in a reduction in the price of the Interests.

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

The General Partner has evaluated the security procedures in place for safeguarding the Partnership's bitcoins. Nevertheless, the security procedures cannot guarantee the prevention of any loss due to a security breach, software defect or act of God that may be borne by the Partnership.

The security procedures and operational infrastructure may be breached due to the actions of outside parties, error or malfeasance of an employee of the General Partner, the Bitcoin Custodian, or otherwise, and, as a result, an unauthorized party may obtain access to the Partnership's account with the Bitcoin Custodian, the private keys (and therefore bitcoin) or other data of the Partnership. Additionally, outside parties may attempt to fraudulently induce employees of the General Partner, the Bitcoin Custodian, or the Partnership's other service providers to disclose sensitive information in order to gain access to the Partnership's infrastructure. As the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently, or may be designed to remain dormant until a predetermined event and often are not recognized until launched against a target, the General Partner and the Bitcoin Custodian may be unable to anticipate these techniques or implement adequate preventative measures.

An actual or perceived breach of the Partnership's account with the Bitcoin Custodian could harm the Partnership's operations, result in partial or total loss of the Partnership's assets, damage the Partnership's reputation and negatively affect the market perception of the effectiveness of the Partnership, all of which could in turn reduce demand for the Interests, resulting in a reduction in the price of the Interests. The Partnership may also cease operations, the occurrence of which could similarly result in a reduction in the price of the Interests.

A disruption of the Internet may affect bitcoin operations, which may adversely affect the bitcoin industry and an investment in the Partnership.

The Bitcoin network relies on the Internet. A significant disruption of Internet connectivity (i.e., one that affects large numbers of users or geographic regions) could disrupt the Bitcoin network's functionality and operations until the disruption in the Internet is resolved. A disruption in the Internet could adversely affect an investment in the Partnership or the ability of the Partnership to operate.

Potential amendments to the Bitcoin network's protocols and software could, if accepted and authorized by the Bitcoin network community, adversely affect an investment in the Partnership.

The Bitcoin network uses a cryptographic protocol to govern the interactions within the Bitcoin network. A loose community known as the core developers has evolved to informally manage the source code for the protocol. Membership in the community of core developers evolve over time, largely based on self-determined participation in the resource section dedicated to bitcoin on Github.com. The core developers can propose amendments to the Bitcoin network's source code that could alter the protocols and software of the Bitcoin network and the properties of bitcoin. These alterations would occur through software upgrades, and could potentially include changes to the irreversibility of transactions and limitations on the mining of new bitcoin. The Bitcoin network could be subject to new protocols and software that may adversely affect an investment in the Partnership, to the extent that a significant majority of the users and miners on the Bitcoin network install such software upgrades.

The open-source structure of the Bitcoin network protocol means that the core developers and other contributors are generally not directly compensated for their contributions in maintaining and developing the Bitcoin network protocol. A failure to properly monitor and upgrade the Bitcoin network protocol could damage the Bitcoin network and an investment in the Partnership.

The Bitcoin network operates based on an open-source protocol maintained by the core developers and other contributors, largely on the GitHub resource section dedicated to bitcoin development. As the Bitcoin network protocol is not sold or made available subject to licensing or subscription fees and its use does not generate revenues for its development team, the core developers are generally not compensated for maintaining and updating the Bitcoin network protocol. Consequently, there is a lack of financial incentive for developers to maintain or develop the Bitcoin network and the core developers may lack the resources to adequately address emerging issues with the Bitcoin network protocol. Although the Bitcoin network is currently supported by the core developers, there can be no guarantee that such support will continue or be sufficient in the future. Alternatively, some developers may be funded by entities whose interests are at odds with other participants in the Bitcoin network. To the extent that material issues arise with the Bitcoin network protocol and the core developers and open-source contributors are unable to address the issues adequately or in a timely manner, the Bitcoin network and an investment in the Partnership may be adversely affected.

A temporary or permanent "fork" of the Bitcoin Blockchain could adversely affect an investment in the Partnership.

Bitcoin software is open source. Any user can download the software, modify it and then propose that bitcoin users and miners adopt the modification. When a modification is introduced and a substantial majority of users and miners consent to the modification, the change is implemented and the Bitcoin network remains uninterrupted. However, if less than a substantial majority of users and miners consent to the proposed modification, and the modification is nonetheless implemented by some users and miners and the modification is not compatible with the software prior to its modification, the consequence would be what is known as a "fork" (i.e., "split") of the Bitcoin network (and the blockchain), with one version running the pre-modified software and the other running the modified software. The effect of such a fork would be the existence of two (or more) versions of the Bitcoin network running in parallel, but with each version's bitcoin lacking interchangeability. Such a fork in the Bitcoin Blockchain typically would be addressed by community-led efforts to merge the forked Bitcoin Blockchains, and several prior forks have been so merged. Since the Bitcoin network's inception, modifications to the Bitcoin network have been accepted by the vast majority of users and miners, ensuring that the Bitcoin network remains a coherent economic system and the focal point of the majority of developer activity. There is no assurance, however, that this will continue to be the case, and if it is not, then the price of bitcoin could be negatively affected. The original blockchain and the forked blockchain could potentially compete with each other for users, developers, and miners, leading to a loss of these for the original blockchain. A fork of any kind could

adversely affect an investment in the Partnership or the ability of the Partnership to operate and the Partnership's procedures may be inadequate to address the effects of a fork.

Additionally, a fork could be introduced by an unintentional, unanticipated software flaw in the multiple versions of otherwise compatible software users run.

Forks have occurred already to the Bitcoin network, including, but not limited to, forks resulting in the creation of Bitcoin Cash (August 1, 2017), Bitcoin Gold (October 24, 2017) and Bitcoin SegWit2X (December 28, 2017), among others. If another fork occurs, the Partnership would hold equal amounts of both the original bitcoin and the alternative forked asset. The Partnership has adopted procedures to address situations involving a fork that results in the issuance of new alternative bitcoin that the Partnership may receive. Typically, the holder of bitcoin has no discretion in a hard fork; it merely has the right to claim the new bitcoin on a *pro rata* basis while it continues to hold the same number of bitcoin. If such a transaction does occur, the Partnership will direct the Bitcoin Custodian to distribute the new cryptocurrency in-kind to the Partnership, and the General Partner will use commercially reasonable efforts to sell the new cryptocurrency and for the proceeds to be distributed to the Partners. However, the Partnership may not be able, or it may not be practical, to secure or realize any economic benefit from the new asset for various reasons For example, the Partnership is under no obligation to claim the forked asset if doing so will expose the Partnership or the Partnership's (original) bitcoin holdings to risk. Alternatively, the Bitcoin Custodian may not agree to provide the Partnership with access to the new asset.

In the event of a hard fork of the Bitcoin network, the General Partner will use its discretion to determine which network should be considered the appropriate network for the Partnership's purposes, and in doing so may adversely affect the value of the Interests.

In the event of a hard fork of the Bitcoin network, the General Partner will use its discretion to determine, in good faith, which peer-to-peer network, among a group of incompatible forks of the Bitcoin network, is generally accepted as the Bitcoin network and should therefore be considered the appropriate network for the Partnership's purposes. The General Partner will base its determination on a variety of then relevant factors, including, but not limited to, the General Partner's beliefs regarding expectations of the core developers of Bitcoin, users, service providers, businesses, miners and other constituencies, as well as the actual continued acceptance of, mining power on, and community engagement with, the Bitcoin network. There is no guarantee that the General Partner will choose the digital asset that is ultimately the most valuable fork, and the General Partner's decision may adversely affect the value of the Interests as a result. The General Partner may also disagree with Partners, security vendors and MVIS on what is generally accepted as Bitcoin and should therefore be considered "bitcoin" for the Partnership's purposes, which may also adversely affect the value of the Interests as a result.

The Bitcoin Blockchain could be vulnerable to a "51% attack", which could adversely affect an investment in the Partnership or the ability of the Partnership to operate.

If the majority of the processing power dedicated to mining on the Bitcoin network is controlled by a bad actor (often referred to as a "51% attack"), it may be able to alter the Bitcoin Blockchain on which the Bitcoin network and bitcoin transactions rely. This could occur if the bad actor were to construct fraudulent blocks or prevent certain transactions from completing in a timely manner, or at all. It could be possible for the malicious actor to control, exclude or modify the ordering of transactions, though it could not generate new bitcoin or transactions. Further, a bad actor could "double-spend" its own bitcoin (i.e., spend the same bitcoin in more than one transaction) and prevent the confirmation of other users' transactions for so long as it maintained control. If the Bitcoin community did not reject the fraudulent blocks as malicious or to the extent that such bad actor did not yield its control of processing power, reversing any changes made to the Bitcoin Blockchain may be impossible. The possible crossing of this

threshold indicates a greater risk that a single mining pool could exert authority over the validation of bitcoin transactions. If the feasibility of a bad actor gaining control of the processing power on the Bitcoin network increases, there may be a negative effect on an investment in the Partnership.

If miners expend less processing power on the Bitcoin network, it could increase the likelihood of a malicious actor obtaining control.

Miners ceasing operations would reduce the collective processing power on the Bitcoin network, which would adversely affect the confirmation process for transactions (i.e., temporarily decreasing the speed at which blocks are added to the Bitcoin Blockchain until the next scheduled adjustment in difficulty for block solutions). If a reduction in processing power occurs, the Bitcoin network may be more vulnerable to a malicious actor obtaining control in excess of fifty percent (50%) of the processing power on the Bitcoin network. As a result, it may be possible for a bad actor to manipulate the Bitcoin Blockchain and hinder transactions. Any reduction in confidence in the confirmation process or processing power of the Bitcoin network may adversely affect an investment in the Partnership.

Blockchain technologies are based on the theoretical conjectures as to the impossibility of solving certain cryptographical puzzles quickly. These premises may be incorrect or may become incorrect due to technological advances.

Blockchain technologies are premised on theoretical conjectures as to the impossibility, in practice, of solving certain mathematical problems quickly. Those conjectures remain unproven, however, and mathematical or technological advances could conceivably prove them to be incorrect. Blockchain technology companies may also be negatively affected by cryptography or other technological advances, such as the development of quantum computers with significantly more power than computers presently available, that undermine or vitiate the cryptographic consensus mechanism underpinning the Bitcoin Blockchain and other distributed ledger protocols. If either of these events were to happen, markets that rely on blockchain technologies, such as the Bitcoin network, could quickly collapse, and an investment in the Partnership may be adversely affected.

The price of bitcoin on the bitcoin market has exhibited periods of extreme volatility, which could have a negative impact on the performance of the Partnership.

The price of bitcoin as determined by the bitcoin market has experienced periods of extreme volatility and may be influenced by a wide variety of factors. Speculators and investors who seek to profit from trading and holding bitcoin generate a significant portion of bitcoin demand. Such speculation regarding the potential future appreciation in the value of bitcoin may cause the price of bitcoin to increase. Conversely, a decrease in demand for or speculative interest regarding bitcoin may cause the price to decline. The volatility of the price of bitcoin, particularly arising from speculative activity, may have a negative impact on the performance of the Partnership.

Currently, there is relatively small use of bitcoin in the retail and commercial marketplace in comparison to relatively large use by speculators and those perceiving bitcoin as a store of value, thus contributing to price volatility that could adversely affect an investment in the Partnership.

Certain merchants and major retail and commercial businesses have only recently begun accepting bitcoin and the Bitcoin network as a means of payment for goods and services. Consumer use of bitcoin to pay such retail and commercial outlets, however, remains limited. Yet, market speculators and investors seeking to profit from the short- or long-term holding of bitcoin generate a significant portion of demand for bitcoin, which can contribute to price volatility, which in turn can make bitcoin less attractive to merchants and commercial parties as a means of payment. A lack of expansion by bitcoin into retail and

commercial markets or a contraction of such use may result in a reduction in the price of bitcoin, which could adversely affect an investment in the Partnership.

Bitcoin exchanges on which bitcoin trades are relatively new and, in some cases, unregulated, and, therefore, may be more exposed to fraud and security breaches than established, regulated exchanges for other financial assets or instruments, which could have a negative impact on the performance of the Partnership.

Over the past several years, a number of bitcoin exchanges have been closed or faced issues due to fraud, failure, security breaches or governmental regulations. The nature of the assets held at bitcoin exchanges makes them appealing targets for hackers and a number of bitcoin exchanges have been victims of cybercrimes. In many of these instances, the customers of such bitcoin exchanges were not compensated or made whole for the partial or complete losses of their account balances in such bitcoin exchanges. No bitcoin exchange is immune from these risks. The closure or temporary shutdown of bitcoin exchanges due to fraud, business failure, hackers or malware, or government-mandated regulation may reduce confidence in the Bitcoin network and can slow down the mass adoption of bitcoin. Further, such bitcoin exchange failures or that of any other major component of the overall bitcoin ecosystem can have an adverse effect on bitcoin markets and the price of bitcoin and could therefore have a negative impact on the performance of the Partnership.

MVIS has analyzed bitcoin exchange data and developed insights that have informed MVIS understanding of the bitcoin market and the design of the Partnership. If such data or insights are inaccurate or incorrect, the value of an investment in the Partnership may be adversely affected.

MVIS has relied upon bitcoin market data in developing its analysis of the bitcoin market. This analysis has informed MVIS's understanding of the bitcoin market, the design of the Partnership and the design of the MVIS® CryptoCompare Bitcoin Benchmark Rate. The continued viability of the Partnership relies upon access to accurate data, and MVIS's continued ability to effectively analyze such data. If data is inaccurate or becomes unavailable, or if MVIS's analysis of such data is incorrect, the value of an investment in the Partnership may be adversely affected.

Sales of new bitcoin may cause the price of bitcoin to decline, which could negatively affect an investment in the Partnership.

Newly created bitcoin ("newly mined bitcoin") are generated through a process referred to as "mining." If entities engaged in bitcoin mining choose not to hold the newly mined bitcoin, and, instead, make them available for sale, there can be downward pressure on the price of bitcoin. A bitcoin mining operation may be more likely to sell a higher percentage of its newly created bitcoin, and more rapidly so, if it is operating at a low profit margin, thus reducing the price of bitcoin. Lower bitcoin prices may result in further tightening of profit margins for miners and decreasing profitability, thereby potentially causing even further selling pressure. Diminishing profit margins and increasing sales of newly mined bitcoin could result in a reduction in the price of bitcoin, which could adversely impact an investment in the Partnership.

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

Many digital asset networks face significant scaling challenges due to the fact that public blockchains generally face a tradeoff between security and scalability. One means through which public blockchains achieve security is decentralization, meaning that no intermediary is responsible for securing and maintaining these systems. For example, a greater degree of decentralization generally means a given digital asset network is less susceptible to manipulation or capture. Achieving decentralization may mean that every single node on a given digital asset network is responsible for securing the system by processing

every transaction and maintaining a copy of the entire state of the network. However, this may involve tradeoffs from an efficiency perspective, and impose constraints on throughput.

In an effort to increase the volume of transactions that can be processed on a given digital asset network, many digital assets are being upgraded with various features to increase the speed and throughput of digital asset transactions. In August 2017, the Bitcoin network was upgraded with a technical feature known as "Segregated Witness" with the promise of increasing the number of transactions per second that can be handled on-chain and enabling so-called second layer solutions, such as the Lightning Network or payment channels, that have the potential to increase transaction throughput by processing certain transactions outside the main Bitcoin Blockchain. However, this upgrade may fail to achieve the expected benefits or widespread adoption.

If increases in throughput on the Bitcoin network lag behind growth in usage of bitcoin, average fees and settlement times may increase considerably. For example, the Bitcoin network has been, at times, at capacity, which has led to increased transaction fees. Increased fees and decreased settlement speeds could preclude certain uses for bitcoin (e.g., micropayments), and could reduce demand for, and the price of, bitcoin, which could adversely impact the value of the Interests.

Many developers are actively researching and testing scalability solutions for public blockchains that do not necessarily result in lower levels of security or decentralization. However, there is no guarantee that any of the mechanisms in place or being explored for increasing the scale of settlement of the Bitcoin network transactions will be effective, or how long these mechanisms will take to become effective, which could adversely impact the value of the Interests.

New competing digital assets may pose a challenge to bitcoin's current market position, resulting in a reduction in demand for bitcoin, which could have a negative impact on the price of bitcoin and may have a negative impact on the performance of the Partnership.

The Bitcoin network and bitcoin, as an asset, hold a "first-to-market" advantage over other digital assets. This first-to-market advantage has resulted in the Bitcoin network evolving into the most well-developed network of any digital asset. The Bitcoin network enjoys the largest user base and has more mining power in use to secure the Bitcoin Blockchain than any other digital asset. Having a large mining network provides users confidence regarding the security and long-term stability of the Bitcoin network. This in turn creates a domino effect that inures to the benefit of the Bitcoin network – namely, the advantage of more users and miners makes a digital asset more secure, which potentially makes it more attractive to new users and miners, resulting in a network effect that potentially strengthens the first-to-market advantage. However, despite the first-mover advantage of the Bitcoin network over other digital assets, it is possible that real or perceived shortcomings in the Bitcoin network, or technological, regulatory or other developments, could result in a decline in popularity and acceptance of bitcoin and the Bitcoin network, and other digital currencies and trading systems could become more widely accepted and used than the Bitcoin network.

Competition from central bank digital currencies could adversely affect the value of bitcoins and other digital assets.

Central banks have introduced digital forms of legal tender ("CBDCs"). China's CBDC project, known as Digital Currency Electronic Payment ("DC/EP"), has reportedly been tested in a live pilot program conducted in multiple cities in China. A recent study published by the Bank for International Settlements estimated that at least 36 central banks have published retail or wholesale CBDC work ranging from research to pilot projects. Whether or not they incorporate blockchain or similar technology, CBDCs, as legal tender in the issuing jurisdiction, could have an advantage in competing with, or replace, bitcoin

and other cryptocurrencies as a medium of exchange or store of value. As a result, the value of bitcoin could decrease, which could adversely affect an investment in the Partnership.

Because Facebook is seeking to develop a cryptocurrency, it may adversely affect the value of bitcoins and digital assets.

In May 2019, Facebook announced its plans for a cryptocurrency called Libra. Facebook and its partners in the Libra Association have touted the Libra digital coin and Facebook's corresponding digital wallet, Calibra, as a way to make cross-border payments cheaper and easier. In July 2019, Facebook announced that Libra will not launch until all regulatory concerns have been met. In October 2019, many partners left the Libra Association including PayPal, eBay, Mastercard, Stripe, and Visa, although certain other new members have since joined. In December 2020, Facebook announced that the Libra cryptocurrency had been renamed Diem. Because Facebook is a leading technology company with substantial resources, when and if it or a consortium launches a cryptocurrency, it could adversely affect the value of bitcoins and digital assets.

Operational cost may exceed the award for solving blocks or transaction fees. Increased transaction fees may adversely affect the usage of the Bitcoin network.

The Bitcoin network is designed to periodically reduce the fixed award given to miners for solving new blocks (the "block reward"), most recently in May 2020, when the block reward reduced from 12.5 to 6.25 bitcoin. As the block reward continues to decrease over time, the mining incentive structure may transition to a higher reliance on transaction confirmation fees in order to incentivize miners to continue to dedicate processing power to the blockchain. If transaction confirmation fees become too high, the marketplace may be reluctant to use bitcoin. Increased transaction fees may motivate market participants, such as merchants or commercial institutions, to switch from bitcoin to another digital asset or back to fiat currency as their preferred medium of exchange. Decreased demand for bitcoin may adversely affect its price, which may adversely affect an investment in the Partnership.

Ultimately, if the awards of new bitcoin for solving blocks declines and transaction fees for recording transactions are not sufficiently high to exceed the costs of mining, miners may operate at a loss or cease operations. If the award does not exceed the costs of mining in the long-term, miners may have to cease operations entirely. If miners cease their operations, this could have a negative impact on the Bitcoin network and could adversely affect the value of the bitcoin held by the Partnership.

Miners could act in collusion to raise transaction fees, which may adversely affect the usage of the Bitcoin network.

Bitcoin miners collect fees for each transaction they confirm. Miners validate unconfirmed transactions by adding the previously unconfirmed transactions to new blocks in the blockchain. Miners are not forced to confirm any specific transaction, but they are economically incentivized to confirm valid transactions as a means of collecting fees. To the extent that any miners cease to record transactions in solved blocks, such transactions will not be recorded on the Bitcoin Blockchain until a block is solved by a miner who does not require the payment of transaction fees. Miners have historically accepted relatively low transaction confirmation fees, because miners have a very low marginal cost of validating unconfirmed transactions. If miners collude in an anticompetitive manner to reject low transaction fees, then bitcoin users could be forced to pay higher fees, thus reducing the attractiveness of the bitcoin network, or to wait longer times for their transactions to be validated by a miner who does not require the payment of a transaction fee. Bitcoin mining occurs globally and it may be difficult for authorities to apply antitrust regulations across multiple jurisdictions. Any collusion among miners may adversely impact an investment in the Partnership or the ability of the Partnership to operate.

As technology advances, miners may be unable to acquire the digital asset mining hardware necessary to develop and launch their operations. A decline in the bitcoin mining population could adversely affect the Bitcoin network and an investment in the Partnership.

Due to the increasing demand for digital asset mining hardware, miners may be unable to acquire the proper mining equipment or suitable amount of equipment necessary to continue their operations or develop and launch their operations. In addition, because successful mining of a digital asset that uses "proof of work" validation requires maintaining or exceeding a certain level of computing power relative to other validators, miners will need to upgrade their mining hardware periodically to keep up with their competition. The development of supercomputers with disproportionate computing power may threaten the integrity of the bitcoin market by concentrating mining power, which would make it unprofitable for other miners to mine. The expense of purchasing or upgrading new equipment may be substantial and diminish returns to miners dramatically. A decline in miners may result in a decrease in the value of bitcoin and the value of the Partnership.

If profit margins of bitcoin mining operations are not high, miners may elect to immediately sell bitcoin earned by mining, resulting in a reduction in the price of bitcoin that could adversely affect an investment in the Partnership.

Bitcoin network mining operations have rapidly evolved over the past several years from individual users mining with computer processors, graphics processing units and first-generation ASIC (application-specific integrated circuit) machines. New processing power is predominantly added to the Bitcoin network currently by "professionalized" mining operations. Such operations may use proprietary hardware or sophisticated ASIC machines acquired from ASIC manufacturers. Significant capital is necessary for mining operations to acquire this hardware, lease operating space (often in data centers or warehousing facilities), afford electricity costs and employ technicians to operate the mining farms. As a result, professionalized mining operations are of a greater scale than prior Bitcoin network validators and have more defined, regular expenses and liabilities. In addition, mining operations may choose to immediately sell bitcoin earned from their operations into the global bitcoin market. In past years, individual miners are believed to have been more likely to hold newly mined bitcoin for more extended periods. The immediate selling of newly mined bitcoin would increase the supply of bitcoin on the bitcoin market, creating downward pressure on the price of bitcoin.

A professional mining operation operating at a low profit margin may be more likely to sell a higher percentage of its newly mined bitcoin rapidly, and it may partially or completely cease operations if its profit margin is negative. In a low profit margin environment, a higher percentage of the new bitcoin mined each day will be sold into the bitcoin market more rapidly, thereby reducing bitcoin prices. The network effect of reduced profit margins resulting in greater sales of newly mined bitcoin could result in a reduction in the price of bitcoin that could adversely affect an investment in the Partnership.

Congestion or delay in the Bitcoin network may delay purchases or sales of bitcoin by the Partnership.

The size of each block on the Bitcoin Blockchain is currently limited, and is significantly below the level that centralized systems can provide. Increased transaction volume could result in delays in the recording of transactions due to congestion in the Bitcoin network. Moreover, unforeseen system failures, disruptions in operations, or poor connectivity may also result in delays in the recording of transactions on the Bitcoin network. Any delay in the Bitcoin network could affect the Partnership's ability to buy or sell bitcoin at an advantageous price, or may create the opportunity for a bad actor to double spend bitcoin, resulting in decreased confidence in the Bitcoin network. Over the longer term, delays in confirming transactions could reduce the attractiveness to merchants and other commercial parties as a means of payment. As a result, the Bitcoin network and the value of the Partnership would be adversely affected.

The MVIS® CryptoCompare Bitcoin Benchmark Rate has a limited history.

The MVIS® CryptoCompare Bitcoin Benchmark Rate was developed by MVIS and has a limited history. MVIS has substantial discretion at any time to change the methodology used to calculate the MVIS® CryptoCompare Bitcoin Benchmark Rate, including the exchanges that contribute prices to the Partnership's NAV. MVIS does not have any obligation to take the needs of the Partnership, the Partners, or anyone else into consideration in connection with such changes. There is no guarantee that the methodology currently used in calculating the MVIS® CryptoCompare Bitcoin Benchmark Rate will appropriately track the price of bitcoin in the future.

The MVIS® CryptoCompare Bitcoin Benchmark Rate is based on various inputs which may include price data from various third-party exchanges and markets MVIS does not guarantee the validity of any of these inputs, which may be subject to technological error, manipulative activity, or fraudulent reporting from their initial source. The MVIS® CryptoCompare Bitcoin Benchmark Rate could be calculated now or in the future in a way that adversely affects an investment in the Partnership.

Risk Associated with Investing in the Partnership

The Partnership is subject to market risk.

Market risk refers to the risk that the market price of bitcoin held by the Partnership will rise or fall, sometimes rapidly or unpredictably. An investment in the Interests is subject to market risk, including the possible loss of the entire principal of the investment.

The Partnership is subject to risks due to its concentration of investments in a single asset class.

Unlike other funds that may invest in diversified assets, the Partnership's investment strategy is concentrated in a single asset class: bitcoin. This concentration maximizes the degree of the Partnership's exposure to a variety of market risks associated with bitcoin. By concentrating its investment strategy solely in bitcoin, any losses suffered as a result of a decrease in the value of bitcoin can be expected to reduce the value of an interest in the Partnership and will not be offset by other gains if the Partnership were to invest in underlying assets that were diversified.

Possible illiquid markets may exacerbate losses or increase the variability of the Partnership's NAV.

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

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

Several factors may affect the Partnership's ability to achieve its investment objective on a consistent basis.

There is no guarantee that the Partnership will meet its investment objective. Factors that may affect the Partnership's ability to meet its investment objective include: (1) the Partnership's ability to

purchase and sell bitcoin in an efficient manner; (2) transaction fees associated with the Bitcoin network; (3) the bitcoin market becoming illiquid or disrupted; (4) the need to conform the Partnership's portfolio holdings to comply with investment restrictions or policies or regulatory or tax law requirements; (5) early or unanticipated closings of the markets on which bitcoin trades, resulting in the inability of the Partnership to execute intended portfolio transactions; and (6) accounting standards.

The Partnership may compulsorily withdraw a Limited Partner's Interests from the Partnership at any time without prior notice and for any or no reason.

The Partnership may compulsorily withdraw a Limited Partner's Interests from the Partnership at any time without prior notice and for any or no reason. For example, the General Partner may require the compulsory withdrawal of a Limited Partner's Interest in the event that the General Partner determines, in its sole discretion, that such withdrawal may prevent or mitigate any (i) violation of any law or regulation of the United States of America or any state thereof or of any non-U.S. jurisdiction or (ii) material adverse effect, significant delay, extraordinary expense, or any regulatory, pecuniary or taxation disadvantage to the Partnership, the General Partner or any of their respective affiliates. Compulsory withdrawals may, in the discretion of the General Partner, be effected in cash, in kind or a combination of both.

Misconduct of employees and of third-party service providers could cause significant losses to the Partnership.

Misconduct by employees or by third-party service providers could cause significant losses to the Partnership. Employee misconduct may include binding the Partnership to transactions that exceed authorized limits or present unacceptable risks and unauthorized trading activities or concealing unsuccessful trading activities (which, in either case, may result in unknown and unmanaged risks or losses). Losses could also result from actions by third-party service providers, including the misappropriation of assets. In addition, employees and third-party service providers may improperly use or disclose confidential information, which could result in litigation or serious financial harm, including limiting the Partnership's business prospects or future marketing activities. Although the Partnership has adopted measures reasonably designed to prevent and detect employee misconduct and to select reliable third-party providers, such measures may not be effective in all cases.

Risk of default or bankruptcy of third parties.

The Partnership will engage in transactions in securities and financial instruments that involve counterparties. Under certain conditions, the Partnership could suffer losses if a counterparty to a transaction were to default or if the market for certain securities and/or financial instruments were to become illiquid. In addition, the Partnership could suffer losses if there were a default or bankruptcy by certain other third parties, including brokerage firms and banks with which the Partnership does business, or to which securities have been entrusted for custodial purposes.

In the event of the bankruptcy or insolvency of any custodian or counterparty, the Partnership's assets and collateral may be subject to the conflicting claims of the creditors of the relevant custodian or counterparty, and the Partnership may be exposed to the risk of a court treating the Partnership as a general unsecured creditor of such custodian or counterparty, rather than as the owner of the assets or collateral, as the case may be.

Transactions entered into by the Partnership may be executed on various U.S. and non-U.S. exchanges, and may be cleared and settled through various clearing houses, custodians, depositories and brokers throughout the world. Such local counterparties are subject to various laws and regulations in various jurisdictions that are designed to protect their customers in the event of their insolvency. However,

the practical effect of these laws and their application to the Partnership's assets are subject to substantial limitations and uncertainties. Although the Partnership will attempt to execute, clear and settle transactions through entities the General Partner believes to be sound, there can be no assurance that a failure by any such entity will not lead to a loss to the Partnership.

Risks related to electronic communications for investor statements, reports and other communications.

The General Partner, the Partnership and/or the Administrator will provide to investors statements, reports and other communications relating to the Partnership and/or the Interests in electronic form, such as e-mail or through the use of an electronic investor portal ("Electronic Communications"). The foregoing use of an electronic investor portal (despite being password protected) involves the risk that statements, reports and other communications relating to the Partnership and/or the Interests may be stolen or otherwise obtained by unauthorized parties. In addition, Electronic Communications may be modified, corrupted, or contain viruses or malicious code, and may not be compatible with an investor's electronic system. Furthermore, Electronic Communications may be intercepted, deleted or interfered with without the knowledge of the sender or the intended recipient. In addition, reliance on Electronic Communications involves the risk of inaccessibility, power outages or slowdowns for a variety of reasons. These periods of inaccessibility may delay or prevent receipt of reports or other information by the investors.

Prospective investors have not been separately represented by counsel.

Prospective investors should note that the Partnership, the General Partner and their affiliates are all represented by Clifford Chance US LLP. Prospective investors in the Partnership have not been separately represented by counsel and are encouraged to seek the advice of independent legal counsel in evaluating the merits and risks of the offering.

An investment in the Partnership may be adversely affected by competition from other investment vehicles focused on bitcoin or other cryptocurrencies.

The Partnership will compete with direct investments in bitcoin, other cryptocurrencies and other potential financial vehicles, possibly including securities backed by or linked to cryptocurrency and other investment vehicles that focus on other digital assets. Market and financial conditions, and other conditions beyond the Partnership's control, may make it more attractive to invest in other vehicles, which could adversely affect the performance of the Partnership.

Partners may be adversely affected by an overstatement or understatement of the NAV calculation of the Partnership due to the valuation method employed on the date of the NAV calculation.

In certain circumstances, the Partnership's bitcoin investments may be valued using techniques other than reliance on the price established by the MVIS® CryptoCompare Bitcoin Benchmark Rate. The value established by using the MVIS® CryptoCompare Bitcoin Benchmark Rate may be different from what would be produced through the use of another methodology. Bitcoin or other digital asset investments that are valued using techniques other than those employed by the MVIS® CryptoCompare Bitcoin Benchmark Rate, including bitcoin investments that are "fair valued," may be subject to greater fluctuation in their value from one day to the next than would be the case if market-price valuation techniques were used.

Due to the increased use of technologies, intentional and unintentional cyber-attacks pose operational and information security risks.

With the increased use of technologies such as the internet and the dependence on computer systems to perform necessary business functions, the Partnership is susceptible to operational and

information security risks. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyber-attacks include, but are not limited to, gaining unauthorized access to digital systems for purposes of misappropriating assets or sensitive information, corrupting data, or causing operational disruption. Cyber-attacks may also be carried out in a manner that does not require gaining unauthorized access, such as causing denial-of-service attacks on websites. Cyber security failures or breaches of one or more of the Partnership's service providers (including, but not limited to, MVIS, the Administrator, the Cash Custodian and the Bitcoin Custodian) have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, the inability of the Partners to transact business, violations of applicable privacy and other laws, regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, and/or additional compliance costs.

In addition, substantial costs may be incurred in order to prevent any cyber incidents in the future. The Partnership and its Partners could be negatively impacted as a result. While the General Partner has established business continuity plans, there are inherent limitations in such plans.

The Partnership lacks of an operating history and, if it is not profitable, may terminate and liquidate at a time that is disadvantageous to Partners.

The Partnership has no operating history. Any past investment performance of the entities and individuals with which personnel of the General Partner have been associated should not be construed as an indication of the future results of an investment in the Partnership. Although the Partnership may be similar to one or more investment vehicles or accounts advised or previously advised or managed by the entities and individuals with which personnel of the General Partner have been associated, the Partnership is managed as a separate portfolio with its own distinct investment objective, policies, risks and expenses. The Partnership's investment program should be evaluated on the basis that there can be no assurance that the Partnership will achieve its investment objective. If the Partnership does not attract sufficient assets to remain open, then the Partnership could be terminated and liquidated at the direction of the General Partner. Termination and liquidation of the Partnership could occur at a time that is disadvantageous to Partners.

The Partnership has the ability to issue Interests in classes and series which may result in cross-class liability.

The Partnership has the power to issue Interests in classes and series. The Partnership Agreement provides for the manner in which the liabilities are to be attributed across the various classes or series (liabilities are to be attributed to the specific class or series in respect of which the liability was incurred). However, the Partnership is a single legal entity and there is no limited recourse protection for any class or series. Accordingly, all of the assets of the Partnership will be available to meet all of its liabilities regardless of the class or series to which such assets or liabilities are attributable. In practice, cross-class or cross-series liability is only expected to arise where liabilities referable to one class or series are in excess of the assets referable to such class or series and it is unable to meet all liabilities attributed to it. Although it is not expected that any single class or series in particular would be unable to meet all liabilities attributed to it, in such a case, the assets of the Partnership attributable to other classes or series may be applied to cover such liability excess and the value of the contributing classes or series will be reduced as a result.

Reliance on the General Partner and its principals.

The General Partner has exclusive responsibility for the Partnership's investment decisions. The success of the Partnership is dependent upon the ability of the General Partner and its key personnel who will manage the Partnership's investments to develop and implement successfully the Partnership's investment program. Investors in the Partnership will not have an opportunity to participate in the

management of the Partnership or the opportunity to evaluate the specific investments made by the Partnership or the terms of any such investment.

Limited Partners Do Not Participate in Management of the Partnership.

Limited Partners will have no right or power to take part in the management or control of the business of the Partnership. The Partnership is managed by the General Partner. Limited Partners must rely solely on the judgment of the General Partner and its affiliates and should not invest in the Partnership unless they are willing to entrust all aspects of the portfolio management of the Partnership to the General Partner and its affiliates.

Regulatory Risk

Future and current regulations by a United States or foreign government or quasi-governmental agency could have an adverse effect on an investment in the Partnership.

The regulation of bitcoin and related products and services continues to evolve, may take many different forms and will, therefore, impact bitcoin and its usage in a variety of manners. The inconsistent and sometimes conflicting regulatory landscape may make it more difficult for bitcoin businesses to provide services, which may impede the growth of the bitcoin economy and have an adverse effect on consumer adoption of bitcoin. There is a possibility of future regulatory change altering, perhaps to a material extent, the nature of an investment in the Partnership or the ability of the Partnership to continue to operate. Additionally, changes to current regulatory determinations of bitcoin's status as not being a security, changes to regulations surrounding futures contracts for bitcoin or related products, or actions by a United States or foreign government or quasi-governmental agency exerting regulatory authority over bitcoin, the Bitcoin network, bitcoin trading, or related activities impacting other parts of the digital asset market, may adversely impact bitcoin and therefore may have an adverse effect on the value of your investment in the Partnership.

Partners do not have the protections associated with ownership of Interests in an investment company registered under the Investment Company Act or the protections afforded by the Commodity Exchange Act.

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

The Partnership is not registered as an investment company under the Investment Company Act, and the General Partner believes that the Partnership is not required to register under such act. Consequently, Partners do not have the regulatory protections provided to investors in investment companies.

The Partnership will not hold or trade in commodity interests regulated by the CEA, as administered by the CFTC. Furthermore, the General Partner believes that the Partnership is not a commodity pool for purposes of the CEA, and that the General Partner is not subject to regulation by the CFTC as a commodity pool operator or a commodity trading advisor in connection with the operation of the Partnership.

Consequently, Partners will not have the regulatory protections provided to investors in CEA-regulated instruments or commodity pools.

Future regulations may require the Partnership to become registered, which may cause the Partnership to liquidate.

Current and future legislation, SEC and CFTC rulemaking, and other regulatory developments may impact the manner in which bitcoin are treated for classification and clearing purposes. In particular, bitcoin in the future may be classified by the CFTC as a "commodity interest" under the CEA and certain transactions in bitcoin may be deemed to be commodity futures or bitcoin may be classified by the SEC as a "security" under U.S. federal securities laws. In the face of such developments, the required registrations and compliance steps may result in extraordinary, nonrecurring expenses to the Partnership. If the General Partner decides to terminate the Partnership in response to the changed regulatory circumstances, the Partnership may be dissolved or liquidated at a time that is disadvantageous to Partners.

The SEC has stated that certain digital assets may be considered "securities" under the federal securities laws. The test for determining whether a particular digital asset is a "security" is complex and the outcome is difficult to predict. If Bitcoin is determined to be a "security" under federal or state securities laws by the SEC or any other agency, or in a proceeding in a court of law or otherwise, it may have material adverse consequences for bitcoin as a digital asset. For example, it may become more difficult for bitcoin to be traded, cleared and custodied as compared to other digital assets that are not considered to be securities, which could in turn negatively affect the liquidity and general acceptance of Bitcoin and cause users to migrate to other digital assets.

To the extent that bitcoin is determined to be a security, the Partnership and the General Partner may also be subject to additional regulatory requirements, including under the Investment Company Act, and the General Partner may be required to register as an investment adviser under the Investment Advisers Act. If the General Partner determines not to comply with such additional regulatory and registration requirements, the General Partner will terminate the Partnership. Any such termination could result in the liquidation of the Partnership's bitcoin at a time that is disadvantageous to Partners.

To the extent that bitcoin is deemed to fall within the definition of a "commodity interest" under the CEA, the Partnership and the General Partner may be subject to additional regulation under the CEA and CFTC regulations. These additional requirements may result in extraordinary, recurring and/or nonrecurring expenses of the Partnership, thereby materially and adversely impacting the Interests. If the General Partner and/or the Partnership determines not to comply with such additional regulatory and registration requirements, the General Partner may terminate the Partnership. Any such termination could result in the liquidation of the Partnership's bitcoin at a time that is disadvantageous to Partners.

If regulatory changes or interpretations of the Partnership's or the General Partner's activities require the regulation of the Partnership, the General Partner as a money service business under the regulations promulgated by FinCEN under the authority of the U.S. Bank Secrecy Act or as a money transmitter or digital asset business under state regimes for the licensing of such businesses, the Partnership or the General Partner may be required to register and comply with such regulations, which could result in extraordinary, recurring and/or nonrecurring expenses to the Partnership or the General Partner, thereby reducing the liquidity of the Interests.

To the extent that the activities of any of the Partnership or the General Partner cause it to be deemed a "money services business" under the regulations promulgated by FinCEN under the authority of the U.S. Bank Secrecy Act, the Partnership or the General Partner may be required to comply with FinCEN regulations, including those that would mandate the Partnership or the General Partner to make certain

reports to FinCEN and maintain certain records. Similarly, the activities of the Partnership or the General Partner may require it to be licensed as a money transmitter or as a digital asset business, such as under NYDFS' BitLicense regulation.

Such additional regulatory obligations may cause the Partnership or the General Partner to incur extraordinary expenses. If the Partnership or the General Partner decide to seek the required licenses, there is no guarantee that they will timely receive them. The General Partner may decide to terminate the Partnership as a result of such requirements. Any termination of the Partnership in response to the changed regulatory circumstances may be at a time that is disadvantageous to the Partners.

The General Partner may need to find and appoint a replacement custodian quickly, which could pose a challenge to the safekeeping of the Partnership's Bitcoins.

The General Partner could decide to replace the Bitcoin Custodian as the custodian of the Partnership's bitcoins. Transferring maintenance responsibilities of the Partnership's account with the Bitcoin Custodian to another party will likely be complex and could subject the Partnership's bitcoin to the risk of loss during the transfer, which could have a negative impact on the performance of the Interests or result in loss of the Partnership's assets.

The General Partner may not be able to find a party willing to serve as the custodian under the same terms as the current custodian agreement. To the extent that General Partner is not able to find a suitable party willing to serve as the custodian, the General Partner may be required to terminate the Partnership and liquidate the Partnership's bitcoin. In addition, to the extent that the General Partner finds a suitable party but must enter into a modified custodian agreement that is less favorable for the Partnership or General Partner, the value of the Interests could be adversely affected.

The Administrator is responsible for determining the NAV of the Partnership, and any errors, discontinuance or changes in such determination may have an adverse effect on the value of the Interests.

The Administrator will determine the Partnership's NAV at the end of each month, or on any Subscription Date or Withdrawal Date. In determining the Partnership's NAV, the Administrator values the bitcoin held by the Partnership based on the price set by the MVIS® CryptoCompare Bitcoin Benchmark Rate, unless otherwise determined by the General Partner in its discretion. To the extent that the NAV is incorrectly calculated, the Administrator may not be liable for any error and such misreporting of the NAV could adversely affect the value of the Interests.

Intellectual property rights claims may adversely affect the Partnership and the value of the Interests.

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

Enhanced scrutiny and regulation of private funds in the wake of the global financial crisis may have adverse effect on the Partnership.

In the wake of the global financial crisis, widespread legislative and regulatory actions were taken by numerous governments and their agencies, including in the United States the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"). The Dodd-Frank Act significantly revised and expanded the rulemaking, supervisory and enforcement authority of federal bank, securities and commodities regulators and imposed enhanced recordkeeping and reporting obligations on investment advisers in respect of private funds. The Dodd-Frank Act also established a general framework for systemic regulation. Although U.S. regulators have largely implemented key provisions of the Dodd-Frank Act, certain final regulations have only been in place a short period of time and others have not been finalized. Future regulatory actions authorized by the Dodd-Frank Act could adversely affect the Partnership. Legal, tax and regulatory developments are likely to continue to occur during the term of the Partnership, and such developments may adversely affect the Partnership. Additionally, the bitcoin market is subject to substantial regulatory uncertainty. The regulatory environment for private funds is evolving, and currently there are numerous legislative and regulatory proposals in the United States, Europe and other countries that could affect the Partnership and its activities. Changes in the regulation of private funds and their activities may adversely affect the ability of the Partnership to pursue its investment strategy and the value of investments held by the Partnership. There has been an increase in governmental, as well as self-regulatory, scrutiny of the alternative investment industry in general. Such scrutiny may increase the Partnership's exposure to potential liabilities and to legal, compliance, and other related costs. Increased regulatory oversight may also impose additional administrative burdens on the General Partner, including responding to examinations and investigations, implementing new policies and procedures, and complying with recordkeeping and reporting obligations. Such burdens may divert the General Partner's time, attention, and resources from portfolio management activities. It is impossible to predict what, if any, changes in laws and regulations may occur, but any laws and regulations which restrict or limit the ability of the Partnership to invest or the ability of the Partnership to employ, or brokers and other counterparties to extend, credit in its trading (as well as other regulatory changes that result) could have a material adverse impact on the Partnership's portfolio.

The Partnership and the General Partner are also subject to regulation in foreign jurisdictions in which they engage in business. Therefore, the Partnership may be subject to new or additional regulatory constraints in the future. This Memorandum cannot address or anticipate every possible current or future regulation that may affect the Partnership, the General Partner or their businesses. Such regulations may have a significant impact on the Limited Partners or the operations of the Partnership, including, without limitation, imposing restrictions on the markets in which the Partnership can purchase or sell bitcoin and requiring the Partnership to disclose the identity of its investors. The General Partner may cause the Partnership to be subject to such regulations if it believes that an investment or business activity which may trigger such regulation is in the Partnership's interest, even if such regulations may have a detrimental effect on one or more Limited Partners. Prospective investors are encouraged to consult their own advisors regarding an investment in the Partnership.

Further, regulatory changes or actions may restrict the use of bitcoin or the operation of the bitcoin network or exchanges in a manner that adversely affects the value of the bitcoin held, and as a result, adversely affects an investment in the Interests.

ERISA Plan Assets

There can be no assurance that, notwithstanding the commercially reasonable efforts of the General Partner, the underlying assets of the Partnership will not otherwise be deemed to include "plan assets" for purposes of Title I of ERISA or Section 4975 of the Code. If the assets of the Partnership were deemed to be "plan assets", this could result in, among other things, (i) the application of the prudence and other fiduciary standards of ERISA to its investments and (ii) the possibility that certain transactions in which the Partnership might otherwise seek to engage in the ordinary course of its business and operation could

constitute non-exempt prohibited transactions under Section 406 of ERISA or Section 4975 of the Code, which could restrict the Partnership from entering into an otherwise desirable investment or from entering into an otherwise favorable transaction. In addition, fiduciaries considering acquisition of the Interests could, under certain circumstances, be liable for prohibited transactions or other violations as a result of their acquisition of the Interests or as co-fiduciaries for actions taken by or on behalf of the Partnership or the General Partner. There may be Similar Laws (as defined in "ERISA CONSIDERATIONS—SIMILAR LAW PLANS") that may also apply to an acquisition of the Interests.

Tax Risk

The tax treatment of bitcoin and transactions involving bitcoin for U.S. federal income tax purposes may change.

Current guidance of the Internal Revenue Service ("IRS") indicates that bitcoin should be treated as property for U.S. federal income tax purposes and that transactions involving the exchange of bitcoin in return for goods and services should be treated as barter exchanges. Such guidance allows transactions in bitcoin to qualify for beneficial capital gains treatment. However, because digital currencies are a relatively new innovation, the U.S. federal income tax treatment of an investment in bitcoin or in transactions relating to investments in bitcoin, including without limitation the tax treatment of a fork, is not entirely settled, and may evolve and change from those described in this Memorandum, possibly with retroactive effect. Any such change in the U.S. federal income tax treatment of bitcoin may have a negative effect on the price of bitcoin and could result in adverse tax consequences for Limited Partners in the Partnership. In this regard, the IRS has indicated that it has made it a priority to issue additional guidance related to the taxation of digital currency transactions, such as transactions involving bitcoin. Whether any future guidance will adversely affect the U.S. federal income tax treatment of an investment in bitcoin or in transactions relating to investments in bitcoin is unknown. Moreover, future developments that may arise with respect to digital currencies may increase the uncertainty with respect to the treatment of digital currencies for U.S. federal income tax purposes.

If a hard fork occurs in the Bitcoin Blockchain, the Partnership could hold both the original bitcoin and an alternative new asset. The IRS has taken the position that a hark fork resulting in the creation of new units of cryptocurrency is a taxable event giving rise to ordinary income. The receipt, distribution and/or sale of the new alternative asset may cause shareholders to incur a U.S. federal income tax liability. Further, while the IRS has not addressed all situations in which airdrops occur, based on the reasoning of the IRS's current guidance, it is expected that the IRS would also treat an airdrop as a taxable event giving rise to ordinary income.

The tax treatment of bitcoin and transactions involving bitcoin for state, local, and non-U.S. tax purposes is not settled.

Because digital currencies are a relatively new innovation, the tax treatment of bitcoin for state and local tax purposes, including without limitation state and local income and sales and use taxes, is not settled. It is uncertain what guidance, if any, on the treatment of bitcoin for state and local tax purposes may be issued in the future. A state or local government authority's treatment of bitcoin may have negative consequences, including the imposition of a greater tax burden on investors in bitcoin or the imposition of a greater cost on the acquisition and disposition of bitcoin generally. Any such treatment may have a negative effect on the price of bitcoin and could result in adverse tax consequences for Limited Partners in the Partnership.

Additionally, outside the U.S. the tax rules applicable to digital currency and the underlying Bitcoin in the Partnership are uncertain. Accordingly, the costs or tax consequences to a Limited Partner or the Partnership could differ from the Limited Partner's expectations.

Income Taxes of Limited Partners May Exceed Cash Distributions.

Even if the Partnership has income or gains for U.S. federal income tax purposes, the Partnership will not be obliged to make distributions (or may lack sufficient cash available for distributions) to enable the investors to pay their U.S. federal, state and local taxes as a result of such income or gain allocations. In such event, the investors will have to utilize other resources to satisfy tax liabilities and cannot rely on distributions made by the Partnership to assist in satisfying such tax liabilities.

Tax Risks for U.S. Tax Exempt Investors.

A portion of a U.S. tax exempt Limited Partner's allocable share of income from the Partnership may constitute "unrelated business taxable income" ("UBTI") in the hands of such Limited Partner. Specifically, given the uncertainty surrounding the U.S. federal income tax treatment of forks, airdrops, and other similar events, it is possible that such events may give rise to UBTI. Moreover, if the Partnership engages in bitcoin lending transactions, that may also give rise to UBTI. To minimize the risk of recognizing UBTI, U.S. tax exempt Limited Partners may choose to invest in the Cayman Feeder, which intends to make its investments through an entity classified as a corporation for U.S. federal income tax purposes.

Tax Risks for Non-U.S. Limited Partners.

The Partnership does not expect (though no assurance can be given) that it will be treated as engaged in a trade or business within the United States or recognize income that is treated as "effectively connected" with the conduct of a trade or business in the United States ("ECI"). While it is unlikely that any income that the Partnership might hold as a result of a fork, airdrop or similar event would give rise to ECI, there has been no guidance as to how such events may be treated for these purposes. To minimize the risk of recognizing ECI directly, Non-U.S. Limited Partners may choose to invest in the Cayman Feeder, which intends to make its investments through an entity classified as a corporation for U.S. federal income tax purposes. However, Non-U.S. Limited Partners seeking to preserve the ability to make a treaty claim may prefer to invest directly in the Partnership. Prospective Non-U.S. Limited Partners should consult their advisors regarding whether to make an investment in the Cayman Feeder.

A Non-U.S. Limited Partner's allocable share of U.S. source dividend, interest, rental and other "fixed or determinable annual or periodical gains, profits and income" ("FDAP") that is not ECI generally will be subject to U.S. federal withholding tax at a rate of 30% (unless reduced or eliminated by an applicable income tax treaty or statutory exemption). Since there is currently no guidance as to whether income recognized by the Partnership as a result of a fork, airdrop or similar event would constitute FDAP, the Partnership will likely withhold at a rate of 30% on any such income.

No IRS Rulings

The Partnership will not seek rulings from the IRS with respect to any of the U.S. federal income tax considerations discussed in this Memorandum. Thus, positions to be taken by the IRS as to tax consequences could differ from the positions taken by the Partnership.

Tax Laws Could Change

There may be future changes in tax laws resulting from legislative, administrative or judicial decisions, any of which may have adverse tax consequences to an investor's investment in the Partnership. Any such change may or may not be retroactive to a time preceding its occurrence. The rules dealing with taxation are constantly under review by persons involved in the legislative, administrative and judicial processes, resulting in revisions of regulations and revised interpretations of established concepts as well as statutory changes. Revisions in the tax laws could adversely affect the Partnership's tax consequences or the tax consequences of an investment in the Partnership.

Most recently, the U.S. Tax Cuts and Jobs Act ("TCJA") was signed into law on December 22, 2017 and the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was signed into law on March 27, 2020. The TCJA and the CARES Act made significant changes to U.S. federal income tax laws applicable to businesses and their owners. The discussion in "U.S. FEDERAL INCOME TAX CONSIDERATIONS" includes a description of certain of those changes that could impact the taxation of an investment in the Partnership. However, regulations implementing certain of these new rules have not yet been issued and additional changes or corrections may be forthcoming. Prospective investors should consult their tax advisors regarding the effects of the TCJA and CARES Act and other potential changes in tax laws on an investment in the Partnership.

Tax Reporting

Prospective investors should note that the General Partner or the Partnership may be required to disclose information regarding any Limited Partner to any tax authority or other governmental agency to enable the Partnership to comply with any applicable law or regulation or agreement with a governmental authority, and may, in addition, disclose such information to any person where the General Partner or the Partnership considers it necessary or desirable in connection with an investment or proposed investment of the Partnership. Limited Partners will also be required to provide such information as may be reasonably required by the Partnership or the General Partner to enable the Partnership to properly and promptly make such filings or elections as the Partnership or the General Partner may consider desirable or as required by law, or which the Partnership or the General Partner considers necessary or desirable in connection with an investment or proposed investment. Prospective investors should note that in certain circumstances the Partnership or the General Partner shall be entitled to take steps against an investor who has failed to provide such information, including, but not limited to, ensuring that the investor bears the cost of any tax arising as a result of the failure to provide the information or compulsorily redeeming the investor's interest in the Partnership.

Delayed Schedules K-1

It is possible that final Schedules K-1 may not be provided to the Partners for any given fiscal year until significantly after April 15 of the following year. Schedules K-1 will be provided as soon as practical after receipt of all of the necessary information for the preparation thereof. Schedules K-1 will not be available until completion of the Partnership's annual audit. Limited Partners subject to U.S. federal income tax should be prepared to obtain extensions of the filing date for their income tax returns at the U.S. federal, state and local level.

Partnership Audits

The Bipartisan Budget Act of 2015 revised the rules relating to tax audits of a partnership. Under those rules, the General Partner will designate a "partnership representative" with a substantial presence in the U.S. to have sole authority to act on behalf of the Partnership in the event of an IRS audit of the Partnership. In addition, unless the Partnership elects otherwise, any adjustments, penalties and interest imposed as a result of an audit of a Partnership's U.S. federal income tax returns will be assessed at the

partnership level in the year in which the adjustments are finalized at the higher of the maximum applicable rate of U.S. federal income tax for corporations or for individuals in respect of the relevant item. In certain circumstances, the partnership audit rules will reduce the amount of tax, penalties and interest imposed where a Limited Partner or a former Limited Partner files amended tax returns and pays tax for the taxable year subject to the audit, or to the extent it is established that a portion of the adjustment is attributable to a Limited Partner or former Limited Partner that would have been exempt from tax in respect of the relevant item, or is subject to a reduced highest applicable rate of U.S. federal income tax in respect of the relevant item by reason of its status as a C corporation or an individual (an S corporation being treated as an individual for this purpose). According to the terms of the Partnership Agreement, the Limited Partners and former Limited Partners will indemnify the Partnership for any taxes imposed on the Partnership under the partnership audit rules that are attributable to such Limited Partner's allocable share of any adjustment to an item of income, gain, loss, or deduction or credit (including audit expenses) in any tax year in which such Limited Partner or former Limited Partner was a Limited Partner in the Partnership, as determined by the General Partner in its reasonable discretion.

CONFLICTS OF INTEREST

Various potential and actual conflicts of interest may arise from the overall investment activities of the General Partner, the principals of the General Partner and their respective affiliates. By acquiring Interests, each Limited Partner will be deemed to have acknowledged the existence of any such actual or potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflict of interest.

Other Activities of Management

The General Partner and its principals may conduct any other business, including any business within the cryptocurrency or securities industry, whether or not such business is in competition with or adverse to the Partnership. Without limiting the generality of the foregoing, the General Partner and its principals (through an affiliated entity) may act as the investment adviser or investment manager for others, may manage funds or capital for others, may have, make and maintain investments in its own name or through other entities, and may serve as officer, director, consultant, partner or stockholder of one or more investment funds, partnerships, securities firms or advisory firms. Certain inherent conflicts of interest may arise from the fact that the General Partner, the principals of the General Partner and their affiliates may carry on substantial investment activities for other client accounts, including discretionary accounts and other investment vehicles (collectively, the "Other Accounts").

Some of the Other Accounts may invest in the same or differing assets as the Partnership, compete with the Partnership for the same investment opportunities in bitcoin (which may be limited) and/or engage in transactions or other activities or pursue investment strategies that are inconsistent with those effected for the Partnership or that are contrary to or conflict with the interests of the Partnership. In addition, the General Partner and its affiliates may give advice to or effect transactions on behalf of Other Accounts that are inconsistent with or contrary to advice given or transactions effected on behalf of the Partnership.

For example, the General Partner and its affiliates may currently engage in, and may in the future engage in, the promotion, management or investment management of Other Accounts that invest partially or primarily in bitcoin. In addition, an affiliate of the General Partner has filed a Form S-1 with the SEC with the intention of establishing an exchange traded fund formed to invest substantially all of its assets in bitcoin. Although personnel of the General Partner and its affiliates intend to devote as much time to the Partnership as is deemed appropriate in order for the General Partner to perform its duties, the personnel of the General Partner and its affiliates may allocate their time and services among the Partnership and such Other Accounts. Further, there may be a conflict between the General Partner's obligations to the Partnership, on the one hand, and the General Partner's and/or its affiliates' interest in the success of Other Accounts, on the other hand. The General Partner and/or its affiliates may have greater financial interest in the performance of such Other Accounts than the Partnership, including, without limitation, because of higher management fees or performance compensation charged in respect of investments in such Other Accounts. These interests may give rise to conflicts of interest in making investments on behalf of the Partnership.

Further, there may be circumstances where investments that are consistent with the Partnership's objectives may be required or permitted to be offered to, shared with or made by certain Other Accounts, or where Other Accounts engage in transactions in bitcoin. In such circumstances, the General Partner will allocate such opportunities among one or more of the Partnership, such company and/or such Other Accounts, as applicable, on a basis that the General Partner determines is appropriate taking into account fiduciary duties owed by General Partner personnel to the respective entities, portfolio diversification concerns, the specific nature of the investment, the source of the investment opportunity, the nature of the

investment focus of the respective entities, the relative amounts of capital available for investment and other considerations deemed relevant.

The General Partner and its affiliates will devote to the Partnership so much of their time as, in their judgment, the business of the Partnership reasonably will require, but are not required to devote all of their time to the activities of the Partnership.

MVIS, an indirect wholly-owned subsidiary of Van Eck Associates Corporation, is an affiliate of the General Partner and the sponsor for the MVIS® CryptoCompare Bitcoin Benchmark Rate, which may create conflicts of interest as a result of such relationship. The Fund pays MVIS a licensing fee for use of the MVIS® CryptoCompare Bitcoin Benchmark Rate. Appropriate procedures have been implemented to avoid any conflicts of interest adversely affecting the interests of Limited Partners. However, Limited Partners should be aware that MVIS has not taken the interests of the Limited Partners into consideration when creating the MVIS® CryptoCompare Bitcoin Benchmark Rate, and MVIS will have no obligation to take the interests of the Limited Partners into account when maintaining, modifying, rebalancing, reconstituting or discontinuing the MVIS® CryptoCompare Bitcoin Benchmark Rate. Actions taken by MVIS in respect of the MVIS® CryptoCompare Bitcoin Benchmark Rate may have an adverse impact on the value or liquidity of the Interests. The interests of MVIS and the Limited Partners may not be aligned. MVIS will have no responsibility or liability to the Shareholders.

The following briefly summarizes additional conflicts, but is not intended to be an exhaustive list of all such conflicts. Other conflicts not discussed below may arise in connection with the management and operation of the Partnership, each of which may have a material, adverse effect on the Limited Partners.

Other Legal Duties

It is possible that certain personnel of the General Partner and its affiliates may have legal duties to persons other than the Partnership in addition to their duties to the Partnership, which may have an adverse effect on the Partnership by impairing the General Partner's ability to manage the Partnership's portfolio, and may subject the General Partner and the Partnership, among others, to the risk of claims they would not otherwise be subject to as an investor, including claims of breach of duty of loyalty, securities claims and other director-related claims.

Restrictions Arising Under the Applicable Laws

The General Partner's activities could result in legal restrictions on transactions in financial instruments held by the Partnership, affect the prices of the Partnership's investments or the ability of the Partnership to purchase, retain or dispose of such investments, or otherwise create conflicts of interest for the Partnership, any of which could have an adverse impact on the performance of the Partnership and thus the return to Limited Partners.

Industry Relationships

As part of their business, the principals of the General Partner have developed relationships with third parties. Such third parties include, but are not limited to, investment bankers, consultants, professional advisors (such as attorneys and accountants), private fund investors, co-investors, and current and former directors, officers and employees of current, former and potential companies. These relationships have the potential to raise conflicts of interest or the appearance thereof because certain of such third parties may: introduce investment opportunities to the Partnership; arrange for or facilitate the financing and purchase of potential investments; facilitate the disposition of assets; provide consulting or advisory services to the Partnership or its investments; invest in the Partnership; co-invest with the Partnership; or provide other

significant business or investment services to the Partnership and its investments. Such third parties may receive direct commercial compensation or other benefits from an investment, the Partnership or the General Partner for providing these services.

Valuations

Valuations of the Partnership's listed securities and other investments will be determined in good faith by the General Partner in accordance with its valuation policies. Such determinations of value may involve uncertainties and subjective components. Furthermore, the General Partner may have a conflict of interest in making such determinations because they affect the amount of the Management Fee. If such valuations should prove to be incorrect, the NAV of the Partnership could be adversely affected.

Diverse Limited Partner Group

The Limited Partners may have conflicting investment, tax and other interests with respect to their investments in the Partnership. The conflicting interests of Limited Partners may relate to or arise from, among other things, the nature of investments made by the Partnership, the structuring or the acquisition of investments and the timing of disposition of investments. As a consequence, conflicts of interest may arise in connection with the decisions made by the General Partner, including with respect to the nature or structuring of investments that may be more beneficial for one investor than for another investor, especially with respect to investors' individual particular tax situations. In selecting and structuring investments appropriate for the Partnership, the General Partner will consider the investment and tax objectives of the Partnership and its Limited Partners as a whole, not the investment, tax or other objectives of any Limited Partner individually.

INVESTMENT OBJECTIVE AND STRATEGIES

INVESTMENT OBJECTIVE

The investment objective of the Partnership is to reflect the performance of bitcoin less operating expenses of the Partnership. In seeking to achieve its investment objective, the Partnership will own bitcoin and will value its assets monthly (or more frequently, in the sole discretion of the General Partner) based on the reported MVIS® CryptoCompare Bitcoin Benchmark Rate, which is calculated based on prices contributed by exchanges that the General Partner's affiliate, MV Index Solutions GmbH ("MVIS"), believes represent the top five bitcoin exchanges based on the industry leading CryptoCompare Exchange Benchmark review report.

The Partnership is intended to provide a relatively cost-efficient way for Partners to implement strategic and tactical asset allocation strategies that use bitcoin by investing in the Interests rather than purchasing, holding and trading bitcoin directly. The latter alternative would require selecting a bitcoin exchange and opening an account or arranging a private transaction, establishing a personal computer system capable of transacting directly on the blockchain, and incurring the risk associated with maintaining and protecting a private key that is irrecoverable if lost, among other difficulties. It should be noted, however, that an investment in the Partnership is not the same as an investment directly in bitcoin.

The Partnership may borrow for short term purposes to facilitate settlement of the Partnership's transactions, and lend, with or without security, any of its bitcoin, funds or other property; *provided* that the General Partner will notify the Limited Partners prior to lending any of its bitcoin to third parties.

THE MVIS® CRYPTOCOMPARE BITCOIN BENCHMARK RATE

MVIS is the sponsor and index administrator for the MVIS® CryptoCompare Bitcoin Benchmark Rate. CryptoCompare Data Limited is the calculation agent for the MVIS® CryptoCompare Bitcoin Benchmark Rate. The Fund pays MVIS a licensing fee for use of the MVIS® CryptoCompare Bitcoin Benchmark Rate.

The MVIS® CryptoCompare Bitcoin Benchmark Rate is a U.S. dollar-denominated composite reference rate for the price of bitcoin. The index is calculated daily between 00:00 and 24:00 (CET) and the index values are disseminated to data vendors. The index is disseminated in USD and the closing value is calculated based on one hour volume weighted average price. The intra-day data available in the MVIS® CryptoCompare Bitcoin Benchmark Rate is published every 15 seconds throughout each trading day. The intra-day levels and closing levels of the MVIS® CryptoCompare Bitcoin Benchmark Rate are published by MVIS.

The MVIS® CryptoCompare Bitcoin Benchmark Rate is designed to be a robust price for Bitcoin in USD. There is no component other than Bitcoin in the index. The underlying exchanges are sourced from the industry leading CryptoCompare Exchange Benchmark review report. CryptoCompare Exchange Benchmark was established in 2019 as a tool designed to bring clarity to the digital asset exchange sector by providing a framework for assessing risk and in turn bringing transparency and accountability to a complex and rapidly evolving market. The CryptoCompare Exchange Benchmark methodology utilizes a combination of qualitative and quantitative metrics to analyze a comprehensive data set, covering more than 165 exchanges across eight categories of evaluation legal/regulation, KYC/transaction risk, data provision, security, team/exchange, asset quality/diversity, market quality and negative events.

The legal/regulation category considers, among other inputs, an exchange's offering of some form

of cryptocurrency insurance and whether the exchange is registered as a money services business. The KYC/transaction risk category assesses an exchange's market surveillance system, transaction protocols and KYC/AML procedures. Data provisions measure an exchange's quality of connectivity and data processing, including its API average response time and order book availability, among others. The security category takes into account, among others, an exchanges use of cold wallets, two-factor authentication policy, and encryption quality. The team/exchange category gauges the experience of an exchange's senior leadership and funding sources, among others. Asset quality/diversity considerations include the fundamental health and mix of digital assets available on each exchange. The market quality category includes, but is not limited to, average spreads on exchange, volatility and volume correlation, and depth of market. Negative events impose a 5% penalty factor in determining the overall ranking of an exchange and captures negative events such as a flash crash, legal matters, or a large breach in data privacy.

The CryptoCompare Exchange Benchmark review report assigns a grade to each exchange which helps identify what it believes to be the lowest risk exchanges in the industry. Based on the CryptoCompare Exchange Benchmark, MVIS initially selects the top five exchanges by rank for inclusion in the MVIS® CryptoCompare Bitcoin Benchmark Rate. If an eligible exchange is in the top five by rank based on the CryptoCompare Exchange Benchmark table for two consecutive semi-annual reviews, it replaces the lowest ranked exchange. If an eligible exchange is downgraded by two or more notches in a semi-annual review and is not in the top five by rank anymore, it is replaced by the highest ranked non-component exchange. Adjustments to exchange coverage are announced four business days prior to the first business day of each of March and September at 23:00 CET. The MVIS® CryptoCompare Bitcoin Benchmark Rate is rebalanced at 16:00:00 GMT/BST on the last business day of each of February and August. The current exchange composition of the MVIS® CryptoCompare Bitcoin Benchmark Rate is Bitstamp, Coinbase, Gemini, itBit and Kraken.

An investment in the Partnership should be viewed as a speculative investment. It is not intended as a complete investment program and is designed only for investors who have adequate means of providing for their needs and contingencies without relying on distributions or withdrawals from their Partnership accounts, who are financially able to maintain their investment and who can afford the loss of their investment. The Partnership's investment programs are speculative and entail substantial risks. There can be no assurance that the Partnership's investment objective will be achieved.

NAV AND VALUATION OF ASSETS

The NAV of the Partnership will be equal to the total assets of the Partnership, including but not limited to, all bitcoin and cash less total liabilities of the Partnership, each determined on the basis of generally accepted account principles, unless otherwise determined by the General Partner pursuant to policies established from time to time by the General Partner or otherwise described herein. The Administrator calculates the NAV of the Partnership at the end of each month, or on any Subscription Date or Withdrawal Date.

The valuation of the Partnership's bitcoin will be based on the reported MVIS® CryptoCompare Bitcoin Benchmark Rate, unless otherwise determined by the General Partner in its discretion. The General Partner believes that use of the MVIS® CryptoCompare Bitcoin Benchmark Rate mitigates against idiosyncratic exchange risk, as the failure of any individual exchange will not materially impact pricing for the Partnership. It also allows the Administrator to calculate the NAV in a manner that significantly deters manipulation.

In calculating the NAV and valuation of the Partnership's bitcoin, the methodology captures trade prices and sizes from exchanges and examines twenty three-minute periods leading up to 4:00 p.m. EST

each day. It then calculates an equal-weighted average of the volume-weighted median price of these twenty three-minute periods, removing the highest and lowest contributed prices. Using twenty consecutive three-minute segments over a sixty-minute period means malicious actors would need to sustain efforts to manipulate the market over an extended period of time, or would need to replicate efforts multiple times across exchanges, potentially triggering review. The use of a median price eliminates the ability of outlier prices to impact the NAV, as it systematically excludes those prices from the NAV calculation. The use of a volume-weighted median (as opposed to a traditional median) protects against attempts to manipulate the NAV by executing a large number of low-dollar trades, because, any manipulation attempt would have to involve a majority of global spot bitcoin volume in a three-minute window to have any influence on the NAV. Trimming the highest and lowest prices further protects against attempts to manipulate the NAV, requiring bad actors to act on multiple exchanges at once to have any ability to influence the price.

MANAGEMENT OF THE PARTNERSHIP

MANAGEMENT

The General Partner of the Partnership is VanEck Digital Assets GP, LLC, a Delaware limited liability company formed on February 1, 2018. The General Partner has exclusive power and authority with respect to the management and day-to-day operations of the Partnership.

The Partnership Agreement confers broad, exclusive authority on the General Partner to manage the business and affairs of the Partnership, which the General Partner will exercise through its officers. The General Partner is required to devote only such time and attention to the business of the Partnership as it in its sole discretion deems necessary or appropriate, and it is permitted to engage in other businesses, including other investment funds, and to make investments for its own account or those of other investment funds, in each case of the same or different nature than the Partnership.

Biographical information for the members of the General Partner's investment team and other key personnel follows below:

Jan F. van Eck

Mr. van Eck serves as the Chief Executive Officer and President of Van Eck Associates Corporation ("VanEck"). Mr. van Eck joined Van Eck in 1992 and its Executive Management Team in 1998. Additionally, he is the President and CEO of Van Eck Securities Corporation. Furthermore, Mr. van Eck is a Trustee, the President and Chief Executive Officer of VanEck Vectors ETF Trust, VanEck Funds and VanEck VIP Trust. Furthering VanEck's mission to anticipate asset classes and trends, Mr. van Eck has created strategic beta, tactical allocation, emerging markets, and commodity-related investment strategies in mutual fund, ETF, and institutional formats. Mr. van Eck founded the Van Eck's ETF business in 2006. One of the world's largest ETF sponsors, the Van Eck offers ETFs, branded VanEck Vectors®, globally across equity and fixed income asset classes. Mr. van Eck holds a JD from Stanford University and graduated Phi Beta Kappa from Williams College with a major in Economics. He has registrations with the National Futures Association and the Financial Industry Regulatory Authority. Mr. van Eck is a Director of the National Committee on United States-China Relations. He routinely appears on CNBC and Bloomberg Television, and was a 2013 Finalist for Institutional Investor's Fund Leader of the Year and a 2019 finalist for ETF.com's Lifetime Achievement Award.

Adam Phillips

Mr. Phillips joined VanEck in 2006. In 2012, he assumed the role of Chief Operating Officer for Van Eck's ETF business and joined the Executive Management Team. Prior to his current role, Mr. Phillips

was the Director of Strategic Business and Capital Markets Relationships for Van Eck's ETF business. Mr. Phillips is responsible for corporate development and strategy, daily operations and relationships with key business contacts, including stock exchanges, regulators and industry groups. Prior to joining VanEck, Mr. Phillips was founder and managing member of LB Trading, LLC, a proprietary ETF trading firm on the American Stock Exchange. He also served as junior general partner and management committee member of Orbit II Partners, L.P., a proprietary trading firm specializing in equity options, index options and ETF market making. Mr. Phillips was member of the American Stock Exchange from 1996 through 2006 and an Amex Floor Official from 2001 to 2003. Mr. Phillips earned a BA in Economics and a BA in American Civilization from Lafayette College.

Gregory Krenzer

Mr. Krenzer serves as the Deputy Portfolio Manager for the Commodity Index strategy at VanEck and the head of Active Trading. Mr. Krenzer oversees trade construction and execution, with extensive experience in commodities, natural resource equities and global fixed income. Mr. Krenzer has been a member of the Executive Management Team since 1994. He is a CFA charter holder and member of the CFA Society New York. Mr. Krenzer graduated Beta Gamma Sigma National Honor Society from Syracuse University with a BS in Finance and a minor in Economics.

Gabor Gurbacs

Mr. Gurbacs serves as the Director, Digital Asset Strategy for VanEck, focusing on all aspects of digital assets from investment, technology and regulatory standpoints. Mr. Gurbacs joined VanEck in 2014 and his responsibilities include exploring and managing digital asset investment opportunities related to fund, custody, exchange, data and other digital assets ecosystems. Prior to his current role, Mr. Gurbacs served as a data analyst for VanEck Vectors®. Prior to joining VanEck, he held several finance research positions at Massachusetts Institute of Technology, Harvard College and Williams College. Mr. Gurbacs was a George Soros Scholar from 2011 to 2014 and Edgar Bronfman Fellow in 2012. Mr. Gurbacs earned a BA in Mathematics, German and Sociology from Williams College.

INVESTMENT DISCRETION AND MANAGEMENT FEE

The General Partner will have discretionary authority to invest the assets of the Partnership in accordance with the investment objective of the Partnership. The General Partner may change the investment strategies of the Partnership without prior notice to or the approval of the Limited Partners if the General Partner determines that such change would be in the best interests of the Partnership.

The Partnership pays to the General Partner a monthly Management Fee in respect of each Limited Partner as of the last day of each calendar month one-twelfth of 1.00% (1.00% annualized) of the NAV of each Limited Partner's Capital Account as of date and before giving effect to any withdrawals. The Management Fee payable in respect of intra-month subscription and withdrawal amounts will be appropriately prorated for partial periods.

The General Partner may, in its sole and absolute discretion, elect to reduce, waive or calculate differently the Management Fee with respect to any Limited Partner, including, without limitation, Limited Partners that are directors, affiliates or employees of the General Partner, members of the immediate families of such persons, trusts or other entities for their benefit and its affiliates, or any strategic investors, and such other persons as the General Partner may from time to time determine, and may pay a portion of the Management Fee to a third party. The General Partner and its related companies may pay broker-dealers or other financial intermediaries (such as a bank) for the sale of the Interests and related services. These

payments may create a conflict of interest by influencing your broker-dealer or other intermediary or its employees or associated persons to recommend the Partnership over another investment.

The Capital Account of the General Partner will not be debited for the Management Fee.

The General Partner is required to devote only such time and attention to the business of the Partnership as it deems necessary or appropriate, and it is permitted to engage in other businesses, including other investment funds, and to make investments for its own account or those of other investment funds, in each case of the same or different nature as the Partnership.

SUMMARY OF THE LIMITED PARTNERSHIP AGREEMENT

This section contains a summary of certain, additional provisions of the Partnership Agreement, a copy of which is annexed hereto and is incorporated herein by reference.

THE FOLLOWING DESCRIPTION IS A SUMMARY ONLY AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE PARTNERSHIP AGREEMENT.

CONTROL OF OPERATIONS

VanEck Digital Assets GP, LLC is the General Partner of the Partnership and in such capacity is responsible for the management of the Partnership. The General Partner shall devote to the affairs of the Partnership so much time as in the judgment of the General Partner the conduct of its business shall reasonably require. The General Partner has exclusive authority and discretion in the management and control of the business of the Partnership, and may retain such employees and other agents (including an affiliated manager or other affiliates of the General Partner) as it considers advisable to carry out the business of the Partnership and its management functions. The Limited Partners have no right to participate in or control the management of the Partnership.

LIABILITY AND INDEMNIFICATION

No Limited Partner (or former Limited Partner) will be obligated to make any additional capital contribution whatsoever to the Partnership, or have any liability for the repayment and discharge of the debts and obligations of the Partnership (apart from its interest in the Partnership) except that a Limited Partner (or former Limited Partner) may be required, for purposes of meeting its obligations under the Partnership Agreement, to make additional capital contributions or payments, respectively, up to, but in no event in excess of, the aggregate amount of returns of capital and other amounts actually received by it from the Partnership during or after the fiscal year to which any debt or obligation is attributable.

The Partnership will indemnify and hold harmless the General Partner and its affiliates, together with any of their respective shareholders, members, partners, directors, officers, employees, agents and other legal representatives (e.g., executors, guardians and trustees), including Persons formerly serving in such capacities (each, an "Indemnified Party"), from and against any losses, expenses, injuries, claims, costs, damages, judgments, fines, settlements, liabilities and other amounts (including legal and other professional fees and disbursements) (collectively, "Indemnification Obligations") by reason of such Indemnified Party's service to or on behalf of, or management of the affairs of, the Partnership, or rendering of advice or consultation with respect thereto, or which relate to the Partnership, its properties, business or affairs, whether or not the Indemnified Party continues to be such at the time any such Indemnification Obligation is paid or incurred, except to the extent that any such Indemnification Obligation results solely from the fraud, willful misconduct or gross negligence of such Indemnified Party as determined by a final, non-appealable order of a court of competent jurisdiction. The Partnership shall also indemnify and hold

harmless an Indemnified Party from and against any Indemnification Obligation suffered or sustained by such Indemnified Party by reason of any action or inaction of any brokers, service providers or other agents of the Partnership (whether or not such persons are selected or directly employed by any Indemnified Party), as long as such persons were not selected with gross negligence or willful misconduct as determined by a final, non-appealable order of a court of competent jurisdiction. The Partnership shall advance to any Indemnified Party legal and other professional fees and disbursements incurred in connection with the defense of any action, suit or proceeding upon receipt of an undertaking by or on behalf of such Indemnified Party to repay such amount if it is ultimately determined that such Indemnified Party is not entitled to be indemnified by the Partnership as authorized hereunder.

DISSOLUTION

The Partnership and its affairs shall be wound up upon the first to occur of any of the following events:

(i) a determination by the General Partner that the Partnership should be dissolved;

(ii) at any time there are no Limited Partners, unless the business of the Partnership is continued in accordance with the Delaware Revised Uniform Limited Partnership Act, as amended from time to time (the "Act");

(iii) any event that results in the General Partner ceasing to be General Partner under the Act, unless a replacement general partner is appointed; or

(iv) the entry of a decree of judicial dissolution under Section 17-802 of the Act.

AMENDMENTS

In general, the General Partner may modify and amend the terms and provisions of the Partnership Agreement at any time and from time to time with the consent of a majority in interest of the Limited Partners, which may be obtained through negative consent. The General Partner may amend the Partnership Agreement to, *inter alia*, make any changes which the General Partner reasonably determines do not materially adversely affect the interests of the Limited Partners considered as a whole, and for certain other clerical, legal, tax regulatory or other reasons enumerated in the Partnership Agreement.

Notwithstanding the foregoing, without the written consent of each Limited Partner affected thereby, no such modification or amendment shall reduce the capital account or limited the right of withdrawal or a Limited Partner or amend the provisions of the Partnership Agreement relating to amendments.

THE OFFERING

SUITABILITY REQUIREMENTS

An investment in the Partnership involves risks which may not be associated with other investment alternatives. Prospective investors should carefully consider, among other factors, the risks described in the "RISK FACTORS" section of this Memorandum.

Among other eligibility considerations, each prospective investor will generally be required to represent to the Partnership that it qualifies as an "accredited investor" (as defined in Regulation D promulgated under the Securities Act).

Each prospective investor must represent that it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the proposed investment and that it can bear the economic risk of the investment (i.e., at the time of the investment, the prospective investor can afford a complete loss of the investment and can afford to hold the investment for an indefinite period of time).

Moreover, before any prospective investor will be permitted to purchase an Interest, the General Partner shall, immediately prior to such purchase and after making reasonable inquiry, have reasonable grounds to believe, and in fact believe, either (a) that the prospective investor has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment, or (b) that the prospective investor, together with such representatives as the prospective investor relies upon for investment advice, have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the investment and that the prospective investor is capable of bearing the economic risk of the investment.

The General Partner will require each subscriber to represent that an investment by it in the Partnership will not adversely affect the investor's overall need for diversification and liquidity.

In addition, each purchaser of an Interest will be required to represent that it and its advisers have received all information requested by them in connection with an investment in the Partnership and that the purchaser is not acquiring the Interests for distribution or resale.

The suitability standards referred to above represent minimum suitability requirements for prospective purchasers and the satisfaction of such standards by a prospective purchaser does not necessarily mean that the Interests are a suitable investment for such purchaser or that the prospective purchaser's subscription will be accepted. The General Partner may, in circumstances it deems appropriate, modify such requirements. In addition, the General Partner, in its sole discretion, will have the right to reject a subscription for an Interest for any reason.

PURCHASE PROCEDURE

Limited Partner subscriptions will be accepted at the sole discretion of the General Partner. Generally, the General Partner will accept subscriptions for Interests, and permit existing Limited Partners to make additional subscriptions, as of the close of business on the last Business Day of each month, or on such other days as the General Partner may determine in its sole discretion (each a "Subscription Date"). In general, capital contributions to the Partnership must be made in U.S. dollars; *provided* that the General Partner, in its sole discretion, may determine to accept in-kind subscriptions of bitcoin.

Completed subscription documents (the "Subscription Agreement") must be received by the General Partner and the Administrator by 4:00 p.m. (New York time) on the Business Day immediately preceding the relevant Subscription Date, and cleared funds must be received by the Administrator by 4:00 p.m. (New York time) on the Business Day immediately preceding the relevant Subscription Date. Failing this, the Subscription Agreement will, subject to the discretion of the General Partner, be held over to the following Subscription Date and Interests will be issued on that Subscription Date.

A "Business Day" means any day other than a day when the Cboe BZX Exchange, Inc. is closed for regular trading, or such other day as the General Partner in its sole discretion may determine.

The Administrator will issue a written confirmation following receipt of a completed Subscription Agreement. Once Subscription Agreements have been received by the Administrator, they are irrevocable.

The General Partner may from time to time close the Partnership or any class of Interests to new contributions, either for a specified period or until it otherwise determines and either in respect to both existing and new Limited Partners or to new Limited Partners only.

Registered broker-dealers selected by the General Partner may offer Interests from time to time on behalf of the Partnership. The General Partner may pay a broker-dealer a placement fee and/or other fee on certain Interests sold by it. Such fee will not be charged to the Partnership or any Limited Partner. The General Partner has engaged Van Eck Securities Corporation, a registered broker-dealer and affiliate of the General Partner, to offer Interests on behalf of the Partnership; however, Van Eck Securities Corporation will not receive any compensation in connection with such engagement.

A Subscription Agreement and any other required documentation (including a properly executed IRS Form W-9) should be completed and delivered in accordance with the instructions set forth in the applicable Subscription Agreement. The General Partner may accept or reject any subscription in whole or in part. The General Partner, in its sole discretion, may schedule periodic closings pursuant to the offering. By executing the Subscription Agreement, an investor will be granting to the General Partner the power of attorney to execute the Partnership Agreement on such investor's behalf.

In order to comply with United States and international laws aimed at the prevention of money laundering and terrorist financing, each prospective investor that is an individual will be required to represent in the Subscription Agreement that, among other things, he is not, nor is any person or entity controlling, controlled by or under common control with the prospective investor, a "Prohibited Person" as defined in the Subscription Agreement (generally, a person involved in money laundering or terrorist activities, including those persons or entities that are included on any relevant lists maintained by the U.S. Treasury Department's Office of Foreign Assets Control, any senior foreign political figures, their immediate family members and close associates, and any foreign shell bank). Further, each prospective investor which is an entity will be required to represent in the Subscription Agreement that, among other things, (i) it has carried out thorough due diligence to establish the identities of its beneficial owners, (ii) it reasonably believes that no beneficial owner is a "Prohibited Person," (iii) it holds the evidence of such identities and status and will maintain such information for at least five years from the date of its complete retirement from the Partnership, and (iv) it will make available such information and any additional information that the Partnership may require upon request that is required or, in the General Partner's discretion, advisable under applicable regulations.

The General Partner (or its designee) reserves the right to request such further information as it considers necessary to verify the identity of a prospective investor. In the event of delay or failure by the prospective investor to produce any information required for verification purposes, the General Partner (or its designee) may refuse to accept a capital contribution until proper information has been provided and any funds received may be returned without interest to the account from which the funds were originally debited.

CUSTODY

CASH CUSTODIAN

State Street Bank and Trust Company is the Cash Custodian for the Partnership's cash holdings. The Partnership may retain additional custodians from time to time pursuant to a custodian agreement to perform certain services that are typical of a custodian. The General Partner may, in its sole discretion, add or terminate custodians at any time. Additionally, the General Partner or its affiliates may, from time to time in the ordinary course of its operations, take custody of certain assets.

BITCOIN CUSTODIAN

Gemini Trust Company, LLC is the Bitcoin Custodian for the Partnership's bitcoin. The General Partner may, in its discretion, change the custodian for the Partnership's bitcoin holdings, but it will have no obligation whatsoever to do so or to seek better terms for the Partnership from other such custodians.

The Bitcoin Custodian will keep custody of all of the Partnership's bitcoin. The Bitcoin Custodian will keep a substantial portion of the private keys associated with the Partnership's bitcoin in "cold storage" or similarly secure technology. Cold storage is a safeguarding method with multiple layers of protections and protocols, by which the private key(s) corresponding to the Partnership's bitcoin is (are) generated and stored in an offline manner. Private keys are generated in offline computers that are not connected to the internet so that they are resistant to being hacked.

Cold storage of private keys may involve keeping such keys on a non-networked computer or electronic device or storing the public key and private keys on a storage device (for example, a USB thumb drive) or printed medium and deleting the keys from all computers. The Bitcoin Custodian may receive deposits of bitcoin but may not send bitcoin without use of the corresponding private keys. In order to send bitcoin when the private keys are kept in cold storage, either the private keys must be retrieved from cold storage and entered into a software program to sign the transaction, or the unsigned transaction must be sent to the "cold" server in which the private keys are held for signature by the private keys. At that point, the Bitcoin Custodian can transfer the bitcoin.

ADMINISTRATOR

MG Stover & Co. is the Administrator of the Partnership.

Pursuant to an administrative services agreement between the Partnership and the Administrator (the "Administration Agreement"), the Administrator is responsible for, among other things: (i) processing investor contributions and withdrawals and other investor transactions; (ii) maintaining the register of investors of the Partnership; (iii) performing certain anti-money laundering procedures on behalf of the Partnership; (iv) calculating the NAV of the Partnership; (v) distributing or making available the NAV of the Partnership and account statements to investors; and (vi) maintaining the financial books and records of the Partnership and such other services as may be specified in the Administration Agreement. The Administrator may utilize affiliates to perform certain services. The Administrator receives fees from the Partnership based upon the nature and extent of the services performed by the Administrator for the Partnership. In connection with the provision of services, the Administrator is entitled to rely upon information provided by various third parties, including pricing vendors, the General Partner, custodians, brokers and other financial intermediaries. To the extent that the Administrator relies on information, its liability is limited to the accuracy of its own calculations (subject to the provisions of the Administration Agreement) and it is not liable for the accuracy of the underlying information provided to it.

The Administration Agreement may generally be terminated by either party without penalty upon 90 days' prior written notice and may be terminated at other times in the case of a material breach that is not cured within 30 business days and other specified circumstances.

The Administration Agreement contains provisions limiting the liability of the Administrator, including that the Administrator and its officers and directors will not be liable to the Partnership for any action or inaction of any such persons except that the Administrator will be liable for liabilities or expenses resulting from the willful misfeasance, bad faith, fraud or gross negligence in the performance of the Administrator's duties or from reckless disregard by the Administrator of its obligations or duties under the Administration Agreement. In addition, the Partnership has agreed to indemnify and hold harmless such persons from and against losses that they suffer, incur, or pay as a result of certain claims.

The Administrator does not act as an offeror or a guarantor of the interests of the Interests. The Administrator shall have no obligation to review, monitor or otherwise ensure compliance by the Partnership with the investment objective or restrictions applicable to the Partnership and therefore will not be liable for any breach thereof. The Administrator is not responsible for any of the trading or investment decisions of the Partnership and therefore will not be responsible for the Partnership's performance. The Administrator is not responsible for safekeeping the Partnership's assets and therefore will not be responsible for any loss of such assets or ensuring their existence. The Administrator is a service provider to the Partnership and other than approving the disclosure with respect to the Administration Agreement is not responsible for the preparation of this Memorandum or the activities of the Partnership and therefore accepts no responsibility for any information contained in this Memorandum.

U.S. FEDERAL INCOME TAX CONSIDERATIONS

GENERAL

The following is a summary of certain U.S. federal income tax considerations relevant to an investment in the Partnership. This summary is based on the Code, U.S. Treasury regulations issued thereunder and published administrative rulings (including administrative interpretations and practices expressed in private letter rulings which are binding on the IRS only with respect to the particular taxpayers

who requested and received those rulings) and judicial decisions, all as of the date of this Memorandum. No assurance can be given that future legislation, administrative rulings, court decisions or regulatory action will not modify the summary set forth herein, possibly with retroactive effect. This summary addresses only U.S. federal income tax matters and does not address any other U.S. federal, state, local or non-U.S. tax considerations, including, but not limited to U.S. federal estate and gift tax considerations and the Medicare tax on net investment income, except to the extent discussed below. This summary is necessarily general, and the actual tax consequences for each prospective investor of the purchase and ownership of Interests in the Partnership will vary depending upon such investor's particular circumstances.

This summary does not consider the specific tax circumstances of any prospective investor and is not intended to be applicable to all categories of investors, including those subject to special tax treatment under the Code, such as banks and other financial institutions, thrifts, insurance companies, U.S. expatriates, investors subject to the U.S. federal alternative minimum tax, real estate investment trusts, regulated investment companies, governmental investors, private foundations, charitable remainder trusts, dealers in securities, persons who adopt a mark-to-market method of accounting, investors required for U.S. federal income tax purposes to accelerate the recognition of any item of gross income with respect to their Interest as a result of such income being recognized on an applicable financial statement, U.S. Tax Exempt Limited Partners (as defined below) who acquire their Interest in the Partnership with debt-financed income, or investors who hold their Interests as other than capital assets for U.S. federal income tax purposes (generally, property held for investment). This summary does not discuss the specific tax consequences of any investment that the Partnership may make and it is not intended to address all of the rules that may be relevant to investors subject to special tax treatment under the Code, such as Non-U.S. Limited Partners (as defined below) engaged in the conduct of a trade or business within the United States, individual Non-U.S. Limited Partners present in the United States for 183 days or more during any year that they own an Interest in the Partnership, and U.S. Tax Exempt Limited Partners (as defined below) subject to special rules relating to the computation of "unrelated business taxable income. No assurance can be provided that the IRS will not challenge any position set forth in this summary or that the Partnership may take, or that a court would not sustain any such challenge.

For purposes of this summary, a "U.S. Limited Partner" is a Limited Partner that is (i) an individual who is a citizen or a resident of the United States for U.S. federal income tax purposes, (ii) a corporation that is organized in or under the laws of the United States, any state or the District of Columbia, (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust that is subject to the primary supervision of a court within the U.S. and the control of a U.S. person as described in Section 7701(a)(30) of the Code. A "Non-U.S. Limited Partner" is a Limited Partner that is for U.S. federal income tax purposes, (i) a nonresident alien individual, (ii) a foreign corporation, or (iii) an estate or trust whose income is not subject to U.S. federal income tax on a net income basis. A "U.S. Tax Exempt Limited Partner" is a U.S. Limited Partner which is exempt from tax under Section 501(a) of the Code.

This summary does not address tax consequences applicable to partners that are partnerships, including for this purpose any entity or arrangement treated as a partnership for U.S. federal income tax purposes, or to persons who are partners in partnerships that own Interests in the Partnership. If a partnership owns an Interest, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership.

Prospective investors are urged to consult their tax advisors with respect to the U.S. federal, state, local and non-U.S. tax consequences of the purchase, ownership and disposition of Interests in the Partnership.

U.S. FEDERAL INCOME TAX TREATMENT OF THE PARTNERSHIP

The General Partner intends that the Partnership will be treated as a partnership for U.S. federal income tax purposes and not as an association or "publicly-traded partnership" taxable as a corporation. Under the Code, certain "publicly traded" partnerships are treated as corporations for U.S. federal income tax purposes. A partnership is "publicly traded" if interests in the partnership are traded on an established securities market or are readily tradable on a secondary market (or the substantial equivalent thereof). The General Partner intends to operate the Partnership in such a manner that it will not be classified as a publicly traded partnership for U.S. federal income tax purposes. Particularly, the Partnership intends to limit the transfers and withdrawals of Limited Partner Interests in a manner that will prevent the Limited Partner Interests from being readily tradable on the substantial equivalent of a secondary market for purposes of these rules. The remainder of this summary assumes that the Partnership will be treated as a partnership for U.S. federal income tax purposes.

The Partnership generally will not be subject to U.S. federal income tax. Rather, each U.S. Limited Partner will include in its taxable income its allocable share of the Partnership's income, gain, loss and deduction for each taxable year of the Partnership ending with or within the U.S. Limited Partner's taxable year (see "ALLOCATIONS OF INCOME, GAIN, LOSS AND DEDUCTION," below). Generally, each such item will have the same character and the same source to a U.S. Limited Partner as would be the case if such Limited Partner recognized the item directly. U.S. Limited Partners must report these items regardless of the extent to which, or whether, they received cash distributions from the Partnership for such taxable year. Even if the Partnership has income or gains for U.S. federal income tax purposes, the Partnership will not be obliged to make distributions (or may lack sufficient cash available for distributions) to enable the investors to pay their U.S. federal, state and local taxes as a result of such income or gain allocations. In such event, the investors will have to utilize other resources to satisfy tax liabilities and cannot resort to distributions made by the Partnership to assist in satisfying such tax liabilities.

ALLOCATIONS OF INCOME, GAIN, LOSS AND DEDUCTION

Pursuant to the Partnership Agreement, the Partnership's items of income, gain, loss and deduction will be allocated so as to take into account the interests of its Partners. Treasury regulations provide that allocations of items of partnership income, gain, loss and deduction will be respected for U.S. federal income tax purposes if such allocations have "substantial economic effect," or if they are determined to be in accordance with the partners' interests in the partnership. It is possible that the IRS could challenge the Partnership's allocations, and if such a challenge were sustained, a U.S. Limited Partner could be adversely affected.

Moreover, according to the Partnership Agreement, the General Partner will have the discretion to specially allocate an amount of the Partnership's ordinary income and/or capital gain (including short-term capital gain) and deductions, ordinary loss and/or capital loss (including long-term capital loss) for U.S. federal income tax purposes to a withdrawing Limited Partner to the extent that the Limited Partner's capital account exceeds, or is less than, as the case may be, its U.S. federal income tax basis in its Interest. There can be no assurance that, if the General Partner makes any such special allocations, the IRS will accept such allocations. If such allocations are successfully challenged by the IRS, the Partnership's tax items allocable to such Limited Partner and to the remaining Partners would be affected.

DIGITAL CURRENCY TAX IMPLICATIONS

Current IRS guidance on the treatment of convertible digital currencies classifies bitcoin as "property" that is not currency for U.S. federal income tax purposes and clarifies that bitcoin could be held

as a capital asset, but it does not address several other aspects of the U.S. federal income tax treatment of bitcoin. Because digital currencies are a relatively new innovation, the U.S. federal income tax treatment of bitcoin or transactions relating to investments in bitcoin is not entirely settled, and may evolve and change from those discussed herein, possibly with retroactive effect. In this regard, the IRS indicated that it has made it a priority to issue additional guidance related to the taxation of digital currency transactions, such as transactions involving bitcoin. Whether any future guidance will adversely affect the U.S. federal income tax treatment of an investment in bitcoin or in transactions relating to investments in bitcoin is unknown. Moreover, future developments that may arise with respect to digital currencies may increase the uncertainty with respect to the treatment of digital currencies for U.S. federal income tax purposes. This discussion assumes that any bitcoin the Partnership may hold is properly treated for U.S. federal income tax purposes as property that may be held as a capital asset and is not currency for purposes of the provisions of the Code relating to foreign currency gain and loss.

If a hard fork occurs in the Bitcoin Blockchain, the Partnership could hold both the original bitcoin and an alternative new asset. The IRS has taken the position that a hark fork resulting in the creation of new units of cryptocurrency is a taxable event giving rise to ordinary income. The receipt, distribution and/or sale of the new alternative asset may cause shareholders to incur a U.S. federal income tax liability. Further, while the IRS has not addressed all situations in which airdrops occur, based on the reasoning of the IRS's current guidance, it is expected that the IRS would also treat an airdrop as a taxable event giving rise to ordinary income. This discussion also assumes that any alternative new assets that the Partnership holds as a result of a fork, airdrop, or similar event, is properly treated for U.S. federal income tax purposes as property that may be held as a capital asset and is not currency for purposes of the provisions of the Code relating to foreign currency gain and loss.

If the Partnership sells or otherwise disposes of bitcoin or any alternative new assets resulting from a fork, airdrop or similar event, any gain or loss from such sale or disposition will generally be long-term or short-term capital gain or loss, depending upon whether the Partnership has a holding period of greater than one year in the bitcoin that was sold. Property held for more than one year generally will be eligible for long-term capital gain or loss treatment. Long-term capital gain income will be taxable to non-corporate U.S. Limited Partners at a maximum rate of 20%. Short-term capital gain is subject to U.S. federal income tax at the rates applicable to ordinary income. Individuals can deduct capital losses each year only to the extent of capital gains and $3,000 of ordinary income. Unused capital losses can be carried over, subject to the same limitations, to subsequent years. Unused losses may not be carried back. Corporations may deduct capital losses only to the extent of capital gains. Unused capital losses generally may be carried over five years.

If the Partnership engages in any bitcoin lending transactions, such transactions may also be treated as a disposition of bitcoin for U.S. federal income tax purposes and fees payable to the Partnership with respect to bitcoin lending transactions will constitute ordinary income.

LIMITATIONS ON DEDUCTIONS

In addition to the limitations on the deductibility of capital losses described above, the ability of a U.S. Limited Partner to deduct a net loss attributable to the Partnership from its taxable income from other sources may be subject to certain limitations under the Code. Because of these limitations, if the Partnership in question has income and loss from different types of activities, certain U.S. Limited Partners may not be able to use the Partnership's losses to offset other income from the Partnership.

For noncorporate taxpayers, the Code limits the deduction for "investment interest" (i.e., interest expenses for "indebtedness properly allocable to property held for investment"). Investment interest is not deductible in the current year to the extent that it exceeds the taxpayer's "net investment income," consisting

of net gain and ordinary income derived from investments in the current year less certain directly connected expenses (other than interest or short sale expenses). For this purpose, qualified dividends and long-term capital gains are excluded from net investment income unless the taxpayer elects to pay tax on such amounts at ordinary income tax rates.

For purposes of this limitation, the Partnership's activities may be treated as giving rise to investment income for a U.S. Limited Partner, and the investment interest limitation would apply to a noncorporate U.S. Limited Partner's share of the interest and short sale expenses attributable to the Partnership's operation. Such noncorporate U.S. Limited Partner would be denied a deduction for all or part of that portion of its distributive share of the Partnership's ordinary losses attributable to interest and short sale expenses unless it had sufficient investment income from all sources including the Partnership. A U.S. Limited Partner that could not deduct losses currently as a result of the application of Section 163(d) would be entitled to carry forward such losses to future years, subject to the same limitation. The investment interest limitation would also apply to interest paid by a noncorporate U.S. Limited Partner on money borrowed to finance its investment in the Partnership. Potential investors are advised to consult with their own tax advisors with respect to the application of the investment interest limitation in their particular tax situations.

The Code also restricts the deductibility of losses from a "passive activity" against certain other income which is not derived from a passive activity. This restriction applies to individuals, personal service corporations and certain closely held corporations. Pursuant to Temporary regulations issued by the Treasury Department, income or loss from the Partnership's investment and trading activity, if any, generally will not constitute income or loss from a passive activity, in which case passive losses from other sources generally could not be deducted against a Partner's share of such income and gain from the Partnership.

In the case of a noncorporate taxpayer, any net business loss for any taxable year beginning during the period 2018 through 2025 may not be used to offset nonbusiness income in excess of $250,000 ($500,000 in the case of a married couple filing jointly). Inasmuch as the Partnership does not expect to be a trader, a noncorporate U.S. Limited Partner's trade or business losses incurred during a year outside of the Partnership generally could not be deducted against its share of the Partnership's net income for such year.

Moreover, U.S. Limited Partners generally will not be entitled to deductions for “miscellaneous itemized deductions.” Beginning in 2026, however, miscellaneous itemized deductions of individual U.S. Limited Partners, and certain of such deductions of an estate or trust, will be deductible only to the extent that such deductions exceed 2% of the U.S. Limited Partner’s adjusted gross income. Moreover, otherwise allowable itemized deductions of an individual U.S. Limited Partner with an adjusted gross income in excess of an applicable threshold will be subject to reduction by an amount equal to the lesser of (i) 3% of the excess of such individual U.S. Limited Partner’s adjusted gross income over the threshold or (ii) 80% of the amount of the itemized deductions otherwise allowable.

A U.S. Limited Partner will not be allowed to deduct currently such Limited Partner’s share of the organizational expenses of the Partnership. Such expenses must be capitalized or amortized. In addition, a Limited Partner will not be allowed to deduct currently or amortize such Limited Partner’s share of any expenses incurred in connection with the offering of Interests. Any such expenses must be capitalized.

The foregoing discussion is intended to summarize some of the Code provisions that may limit a Limited Partner’s tax deductions for losses and expenses with respect to the Partnership and does not purport to be a comprehensive analysis or a complete list of all such Code provisions. Each prospective Limited Partner should consult its tax advisor to determine the extent to which the deduction of its distributive share of the Partnership’s losses and expenses may be limited.

WITHDRAWALS AND DISTRIBUTIONS

A U.S. Limited Partner's tax basis in its Interest will, in general, be equal to the amount of cash the U.S. Limited Partner contributes to the Partnership, increased by the U.S. Limited Partner's allocable share of the Partnership's income and liabilities, and decreased (but not below zero) by distributions from the Partnership to the U.S. Limited Partner and the U.S. Limited Partner's allocable share of the Partnership's losses and reductions in the Partnership's liabilities.

A U.S. Limited Partner receiving a cash liquidating distribution from the Partnership, in connection with a complete withdrawal from the Partnership, generally will recognize capital gain or loss to the extent of the difference between the proceeds received by such U.S. Limited Partner and such U.S. Limited Partner's adjusted tax basis in its Interest. Such capital gain or loss will be short-term, long-term or some combination of both, depending upon the timing of the U.S. Limited Partner's contributions to the Partnership. A U.S. Limited Partner receiving a cash non-liquidating distribution upon a partial withdrawal will recognize income in a similar manner only to the extent that the amount of the distribution exceeds such U.S. Limited Partner's adjusted tax basis in its Interest.

As discussed above, the Partnership Agreement will provide that the General Partner may specially allocate items of Partnership ordinary income and/or capital gain (including short-term capital gain) and deductions, ordinary loss and/or capital loss (including long-term capital loss) to a withdrawing U.S. Limited Partner to the extent its capital account would otherwise exceed or be less than, as the case may be, its adjusted tax basis in its Interest. Such a special allocation of income or gain may result in the withdrawing U.S. Limited Partner recognizing ordinary income and/or capital gain, which may include short-term capital gain, in the U.S. Limited Partner's last taxable year in the Partnership, thereby reducing the amount of long-term capital gain recognized during the tax year in which it receives its liquidating distribution upon withdrawal. Such a special allocation of deduction or loss may result in the withdrawing U.S. Limited Partner recognizing ordinary loss and/or capital loss, which may include long-term capital loss, in the U.S. Limited Partner's last taxable year in the Partnership, thereby reducing the amount of short-term capital loss recognized during the tax year in which it receives its liquidating distribution upon withdrawal.

A partner's receipt of a distribution of property from a partnership is generally not taxable. However, under the Code, a distribution consisting of marketable securities generally is treated as a distribution of cash (rather than property) unless the distributing partnership is an "investment partnership" and the recipient is an "eligible partner" as such terms are defined for this purpose. If the Partnership qualifies as an "investment partnership" and a U.S. Limited Partner is an "eligible partner," which term should include a U.S. Limited Partner whose contributions to the Partnership consisted solely of cash, the rule treating a distribution of property as a distribution of cash would not apply. In the absence of guidance, it is not clear whether Bitcoin are treated as "marketable securities" for these purposes, and whether the Partnership will qualify as an "investment partnership."

Taxation of Non-U.S. LIMITED PARTNERS

The Partnership does not expect (though no assurance can be given) that it will be treated as engaged in a trade or business within the United States or recognize income that is treated as "effectively connected" with the conduct of a trade or business in the United States ("ECI"). However, while it is unlikely that any income that the Partnership might hold as a result of a fork, airdrop or similar event would give rise to effectively connected income, there has been no guidance as to how such events may be treated. Therefore, there can be no assurance that Partnership will not be treated as engaged in a U.S. trade or business or will not otherwise generate income treated as effectively connected with a U.S. trade or business for U.S. federal income tax purposes.

Provided that the Partnership is not engaged in the conduct of a U.S. trade or business and does not otherwise generate income treated as effectively connected with a U.S. trade or business, the U.S. federal income tax liability of a Non-U.S. Limited Partner with respect to that Partner's Interest generally will be limited to withholding tax on certain gross income from U.S. sources generated by the Partnership.

A Non-U.S. Limited Partner's allocable share of U.S. source dividend, interest, rental and other "fixed or determinable annual or periodical gains, profits and income" ("FDAP") that is not ECI generally will be subject to U.S. federal withholding tax at a rate of 30% (unless reduced or eliminated by an applicable income tax treaty or statutory exemption). There is currently no guidance as to whether income recognized by the Partnership as a result of a fork, airdrop or similar event would constitute FDAP. Moreover, it is possible that a Non-U.S. Limited Partner's share of fees payable to the Partnership in connection with bitcoin lending transactions will be subject to the same withholding tax at a 30% rate if the fees are from U.S. sources.

A Non-U.S. Limited Partner resident in a jurisdiction with which the U.S. has an income tax treaty may be entitled to the benefits of that treaty in order to reduce or eliminate the 30% U.S. withholding tax with respect to that Limited Partner's distributive share of income that the Partnership treats as U.S.-source FDAP if under the laws of that non-U.S. jurisdiction, the Partnership is treated as tax-transparent and certain other conditions are met. In order to secure the benefits of an applicable income tax treaty through a reduction or elimination of withholding, Non-U.S. Limited Partners will generally be required to certify their non-U.S. status by providing the Partnership with an executed IRS Form W-8BEN or W-8BEN-E. However, if a Non-U.S. Limited Partner fails to provide such IRS Forms, the Partnership intends to withhold at a full 30% rate on any Non-U.S. Limited Partner's share of U.S.-source FDAP, in which case the Non-U.S. Limited Partner must file a refund claim with the IRS in order to obtain the benefit of a reduced rate or exemption.

If the proper amounts are withheld and remitted to the U.S. government and Partnership does not recognize income treated as effectively connected with a U.S. trade or business, Non-U.S. Limited Partners that are individuals or corporations will generally not be required to file U.S. federal income tax returns or pay additional U.S. federal income taxes solely as a result of their investments in the Partnership (though Non-U.S. Limited Partners treated as trusts for U.S. federal income purposes are subject to special rules). However, due to the uncertainty surrounding the treatment of forks, airdrops and similar events, and because the Partnership plans to engage in bitcoin lending transactions, the General Partner intends to form the Cayman Feeder, which will elect to be treated as a corporation for U.S. federal income tax purposes. If a Non-U.S. Limited Partner acquires an Interest in the Cayman Feeder, the Non-U.S. Limited Partner generally should not recognize ECI from the Interest regardless of whether the Cayman Feeder is engaged in a U.S. trade or business. However, Non-U.S. Limited Partners seeking to preserve the ability to make a treaty claim may prefer to invest directly in the Partnership. Prospective Non-U.S. Limited Partners should consult their advisors regarding whether to make an investment in the Cayman Feeder.

If a Non-US Investor is treated as disposing of its Interest in the Partnership and any portion of the gain realized on the disposition would be treated as ECI, the transferee of such Interest may be required to withhold a tax equal to 10% of the amount realized on the disposition. Non-US Investors are urged to consult with their tax advisers regarding the application of this withholding tax.

TAXATION OF U.S. TAX EXEMPT LIMITED PARTNERS

Income recognized by U.S. Tax Exempt Limited Partners is generally exempt from U.S. federal income tax except to the extent of such Limited Partners' unrelated business taxable income ("UBTI"). UBTI is defined generally as income from a trade or business regularly carried on by a tax exempt entity that is unrelated to the entity's exempt purpose. Dividends, interest and, with certain exceptions, gains or

losses from the sale, exchange or other disposition of property are generally excluded from UBTI (so long as not derived from debt-financed property). When a U.S. Tax Exempt Limited Partner owns an interest in a pass through entity such as Partnership, the activities of the Partnership are attributed to the U.S. Tax Exempt Limited Partner for purposes of determining whether such Limited Partner's distributive share of partnership income is UBTI.

The Partnership's investments and activities relating thereto may cause a U.S. Tax Exempt Limited Partner to realize UBTI. In the absence of any guidance on the matter, a U.S. Tax Exempt Limited Partner's share of income from a fork, airdrop, or similar event may be treated as UBTI. A U.S. Tax Exempt Limited Partner's share of any fees payable to the Partnership with respect to a bitcoin lending transaction may also be considered UBTI. Although the Partnership does not plan to hold property constituting debt-financed property (generally, securities purchased with borrowed funds), if it were to hold debt-financed property, income attributable to such property may constitute UBTI.

UBTI is separately calculated for each trade or business of a U.S. Tax Exempt Limited Partner. Thus, a U.S. Tax Exempt Limited Partner cannot use deductions relating to one trade or business to offset income from another trade or business.

To minimize the risk of realization of UBTI for U.S. Tax Exempt Limited Partners, the Partnership intends to form the Cayman Feeder, which will elect to be classified as a corporation for U.S. federal income tax purposes. If a U.S. Tax Exempt Limited Partner acquires an Interest in the Cayman Feeder classified as a corporation for U.S. federal income tax purposes, the U.S. Tax Exempt Limited Partner generally should not recognize UBTI from the Interest.

A U.S. private foundation considering an investment should be aware that, if such a foundation acquires a sufficiently large Interest, such Interest could become an "excess business holding" that could subject the foundation to a U.S. excise tax. A private foundation should consult its tax advisors regarding the excess business holdings provisions of the Code and other respects in which the provisions of Chapter 42 of the Code could affect the consequences to such foundation of acquiring and holding an Interest.

Prospective investors who are U.S. Tax Exempt Limited Partners should consult their tax advisors with respect to the U.S. federal income tax consequences of an investment in an Interest.

OTHER TAX CONSIDERATIONS

State And Local Tax Considerations

In addition to the U.S. federal income tax consequences described above, prospective investors should consider potential state and local tax consequences of an investment in the Partnership. State and local laws often differ from U.S. federal income tax laws with respect to the treatment of specific items of income, gain, loss, deduction and credit. A state in which a Limited Partner is not a resident but in which the Partnership may be deemed to be engaged in business may impose a tax and require the Limited Partner to file an income tax or other return with respect to such Partner's share of partnership income derived from that state. Under some circumstances, a Limited Partner with tax liabilities to more than one state may be entitled to a deduction or credit for taxes paid to one state against the tax liability of another.

Because digital currencies are a relatively new innovation, the tax treatment of bitcoin for state and local tax purposes, including without limitation state and local income and sales and use taxes, is not settled. It is uncertain what guidance, if any, on the treatment of bitcoin for state and local tax purposes may be issued in the future. A state or local government authority's treatment of bitcoin may have negative consequences, including the imposition of a greater tax burden on investors in bitcoin or the imposition of

a greater cost on the acquisition and disposition of bitcoin generally. Any such treatment may have a negative effect on the price of bitcoin and could result in adverse tax consequences for Limited Partners in the Partnership.

Non-U.S. Tax Considerations

This Memorandum does not attempt to discuss any taxes imposed by jurisdictions other than the United States. Because digital currencies are a relatively new innovation, the tax treatment of bitcoin by non-U.S. jurisdictions, including without limitation sales and value-added taxes, is not settled. A non-U.S. jurisdiction's treatment of bitcoin may have negative consequences, including the imposition of a greater tax burden on investors in bitcoin or the imposition of a greater cost on the acquisition and disposition of bitcoin generally. Any such treatment may have a negative effect on the price of bitcoin and could result in adverse tax consequences for Limited Partners in the Partnership.

Tax Returns And Reporting Requirements

Although the Partnership generally will not be required to pay U.S. federal income tax, it will be required to file a U.S. federal income tax return, which will be prepared on the basis of a calendar taxable year. In addition, the Partnership will provide Limited Partners with Schedules K-1 setting forth the U.S. federal income tax information required for the filing of the Limited Partners' U.S. federal income tax returns.

Limited Partners in the Partnership generally are required to treat partnership items on their U.S. federal income tax returns consistently with the treatment of such items by the Partnership, as reflected on the Schedules K-1, unless the Limited Partners file statements with their U.S. federal income tax returns, IRS Form 8082, describing any inconsistency. However, the Partnership Agreement will require Limited Partners to agree not to take any position on any tax return that is inconsistent with the treatment on the Partnership's returns (including any IRS Schedule K-1). The Partnership may not be able to provide Schedules K-1 to its Limited Partners in a timely fashion. Accordingly, the Limited Partners may be required to file extensions for their federal, state and local tax returns.

Limited Partners are urged to consult their tax advisors with regard to applicable U.S. federal, state, local, and non-U.S. reporting requirements resulting from an investment in the Partnership.

Partnership Audits

With respect to any U.S. federal income tax return filed by the Partnership, the General Partner will designate a "partnership representative" with a substantial presence in the U.S. to have sole authority to act on behalf of the Partnership in the event of an IRS audit of the Partnership. In addition, unless the Partnership elects otherwise, any adjustments, penalties and interest imposed as a result of an audit of a Partnership's U.S. federal income tax returns will be assessed at the partnership level in the year in which the adjustments are finalized at the higher of the maximum applicable rate of U.S. federal income tax for corporations or for individuals in respect of the relevant item. In certain circumstances, the partnership audit rules will reduce the amount of tax, penalties and interest imposed where a Limited Partner or a former Limited Partner files amended tax returns and pays tax for the taxable year subject to the audit, or to the extent it is established that a portion of the adjustment is attributable to a Limited Partner or former Limited Partner that would have been exempt from tax in respect of the relevant item, or is subject to a reduced highest applicable rate of U.S. federal income tax in respect of the relevant item by reason of its status as a C corporation or an individual (an S corporation being treated as an individual for this purpose). According to the terms of the Partnership Agreement, the Limited Partners and former Limited Partners will indemnify the Partnership for any taxes imposed on the Partnership under the partnership audit rules that are

attributable to such Limited Partner's allocable share of any adjustment to an item of income, gain, loss, or deduction or credit (including audit expenses) in any tax year in which such Limited Partner or former Limited Partner was a Limited Partner in the Partnership, as determined by the General Partner in its reasonable discretion.

In addition, the Partnership may elect to issue to Limited Partners and former Limited Partners revised statements of their allocable shares of Partnership taxable income, gain, loss, deduction and credit, in which case the Limited Partners and former Limited Partners will be subject to U.S. federal income tax in the year of the statement based upon the effect the adjustment would have on the Limited Partner's or former Limited Partner's prior taxable years.

Prospective Limited Partners should consult their tax advisors regarding the impact of the partnership audit rules on an investment in the Partnership.

Adjustment of Basis of Partnership Assets

For US federal income tax purposes, the Partnership generally may elect to adjust the basis of its assets in the event of a distribution of property to a Limited Partner or a transfer of an Interest in the Partnership. Such an election, if made, could either increase or decrease the value of an Interest in the Partnership to the transferee because the election would increase or decrease the basis of the Partnership's assets for purposes of computing the transferee's distributive share of Partnership income, gains, losses and deductions. The Partnership is required to make these basis adjustments in the case of (1) a transfer of an Interest in the Partnership if the Partnership has a built-in loss of more than $250,000 immediately following the transfer; or (2) the transferee Limited Partner would be allocated a loss of more than $250,000 if the Partnership sold all of its assets for cash equal to the fair market value of such assets immediately after the transfer; or (3) a distribution of Partnership property if the recipient acquires a basis in the property that exceeds by more than $250,000 the basis the Partnership had in the property or where the distributee investor recognizes a loss of more than $250,000. To determine whether the mandatory basis adjustment rules will be triggered upon a Limited Partner's transfer or withdrawal from the Partnership, the General Partner may require such Limited Partner to provide certain information, including information regarding its tax basis in its Interest in the Partnership. Limited Partners may also be required to bear the costs of any basis adjustments incurred by the Partnership if the Limited Partner engages in transactions giving rise to such adjustments.

Backup Withholding

Backup withholding of U.S. federal income tax may apply to distributions made by the Partnership to Limited Partners who fail to provide the Partnership with certain identifying information (such as the Limited Partner's tax identification number). U.S. Limited Partners may comply with these identification procedures by providing the Partnership a duly completed and executed IRS Form W-9 (Request for Taxpayer Identification Number and Certification). Non-U.S. Limited Partners may comply with these identification procedures by providing the Partnership with the relevant IRS Form W-8, duly completed and executed. Backup withholding is not an additional tax. Any amount paid as backup withholding will be creditable against the Limited Partner's U.S. federal income tax liability and may entitle the Limited Partner to a refund, provided, the required information is timely furnished to the IRS.

Reportable Transactions

Certain U.S. Limited Partners may have to file IRS Form 8886 ("Reportable Transaction Disclosure Statement") with their U.S. tax return, and submit a copy of Form 8886 with the Office of Tax Shelter Analysis of the IRS if the Partnership engages in certain "reportable transactions". Under certain

circumstances, the IRS may designate a transaction as a reportable transaction after the close of the year in which the Partnership participated in the transaction, in which case certain U.S. Limited Partners may have to file Form 8886 with respect to that transaction 90 days after the IRS makes the designation. In certain situations, there may also be a requirement that a list be maintained of persons participating in such reportable transactions, which could be made available to the IRS at its request. Moreover, if a U.S. Limited Partners recognizes a loss upon a disposition of its Interest, such loss could constitute a "reportable transaction" for such U.S. Limited Partners, and such U.S. Limited Partners would be required to file Form 8886. A significant penalty is imposed on taxpayers who fail to make the required disclosure. The penalty is generally $10,000 for natural persons and $50,000 for other persons (increased to $100,000 and $200,000, respectively, if the reportable transaction is a "listed" transaction). U.S. Limited Partners are urged to consult their tax advisors concerning Form 8886 based on their specific situations and the penalty discussed above.

Foreign Account Tax Compliance

The Foreign Account Tax Compliance provisions of the Hiring Incentives to Restore Employment Act (commonly known as "FATCA") generally impose a reporting regime and potentially a 30% withholding tax with respect to certain U.S. source income (including dividends and interest). As a general matter, the FATCA rules are designed to require U.S. persons' direct and indirect ownership of non-U.S. accounts and non-U.S. entities to be reported to the IRS. The 30% withholding tax regime applies if there is a failure to provide required information regarding U.S. ownership. Limited Partners may be required to provide the Partnership with any information required in order to comply with FATCA and should consult their own tax advisors regarding the requirements under FATCA with respect to their own situation.

Possible Legislative Or Other Actions

The rules dealing with U.S. federal income taxation are constantly under review by persons involved in the legislative process and by the IRS and the U.S. Treasury Department. Changes to the tax law, which may have retroactive application, could adversely affect the Partnership and its investors. It cannot be predicted whether, when, in what forms, or with what effective dates, the tax laws applicable to the Partnership or its investors will be changed. Prospective investors should consult their tax advisors regarding potential changes in tax laws on an investment in the Partnership.

ERISA CONSIDERATIONS

OVERVIEW

ERISA imposes requirements on "employee benefit plans" within the meaning of Section 3(3) of ERISA that are subject to Title I of ERISA, such as pension plans, retirement plans, profit-sharing plans, 401(k) plans, health and welfare plans, medical plans, certain voluntary employee's beneficiary associations and certain look-through entities, such as tax-exempt group trusts, common or collective trust funds of banks, collective investment funds, and insurance company separate accounts whose underlying assets include the assets of such employee benefit plans, certain insurance company general accounts, separately managed accounts whose underlying assets include the assets of such employee benefit plans and other funds and investment vehicles that are treated as holding plan assets because of plans' investment in the entities (each, an "ERISA Plan"), and on those persons who are fiduciaries with respect to ERISA Plans. ERISA also imposes limits on transactions between ERISA Plans and the ERISA Plan's service providers or other related parties .

Each fiduciary of an ERISA Plan should consider ERISA and the regulations and guidance thereunder when considering an acquisition of the Interests. Fiduciaries of ERISA Plans, as well as other

"plans" and other retirement arrangements within the meaning of Section 4975(e)(1) of the Code that are subject to Section 4975 of the Code, such as individual retirement accounts or "Keogh" plans (together with an ERISA Plan, a "Plan"), should also consider, among other items, the issues described below when considering an acquisition of the Interests.

THIS MEMORANDUM IS NOT WRITTEN FOR ANY PARTICULAR PROSPECTIVE INVESTOR, AND IT DOES NOT ADDRESS THE NEEDS OF ANY PARTICULAR PROSPECTIVE INVESTOR. NONE OF THE PARTNERSHIP, THE GENERAL PARTNER, THE CASH CUSTODIAN, THE BITCOIN CUSTODIAN, THE ADMINISTRATOR OR THEIR RESPECTIVE AFFILIATES HAS UNDERTAKEN TO PROVIDE IMPARTIAL INVESTMENT ADVICE OR TO GIVE ADVICE IN A FIDUCIARY CAPACITY, AND NONE OF THESE PARTIES HAS OR SHALL PROVIDE ANY ADVICE OR RECOMMENDATION WITH RESPECT TO THE MANAGEMENT OF ANY INVESTMENT OR THE ADVISABILITY OF ACQUIRING, HOLDING, DISPOSING OR EXCHANGING OF SUCH AN INVESTMENT. THE FOLLOWING DISCUSSION IS GENERAL IN NATURE, IS NOT INTENDED TO BE ALL INCLUSIVE AND SHOULD NOT BE CONSTRUED AS LEGAL ADVICE. EACH FIDUCIARY OF A PLAN SHOULD TALK TO ITS LEGAL ADVISER ABOUT THE CONSIDERATIONS DISCUSSED IN THIS SECTION WHEN CONSIDERING AN ACQUISITION OF THE INTERESTS. APPLICABLE SIMILAR LAWS GOVERNING THE INVESTMENT AND MANAGEMENT OF THE ASSETS OF GOVERNMENTAL, CERTAIN CHURCH OR NON-U.S. PLANS MAY ALSO CONTAIN FIDUCIARY AND PROHIBITED TRANSACTION REQUIREMENTS. ACCORDINGLY, FIDUCIARIES OF SUCH PLANS, IN CONSULTATION WITH THEIR ADVISERS, SHOULD CONSIDER THE IMPACT OF SUCH SIMILAR LAWS ON AN ACQUISITION OF THE INTERESTS.

FIDUCIARY DUTY OF INVESTING ERISA PLANS

When evaluating the prudence of an investment, the ERISA Plan's fiduciary should consider the U.S. Department of Labor (the "DOL") regulation on investment duties. Under ERISA, a person who exercises discretionary authority or control regarding the management or disposition of an ERISA Plan's assets is generally considered a fiduciary of such ERISA Plan. Investments by ERISA Plans are subject to ERISA's general fiduciary requirements, which should be taken into account with regards to each ERISA Plan's particular facts and circumstances. For example, when considering an acquisition of the Interests with an ERISA Plan's assets, the ERISA Plan's fiduciary would typically determine, particularly in light of the risks and limited liquidity inherent in an acquisition of the Interests, whether the investment would (i) satisfy the diversification requirements of Section 404(a)(1)(C) of ERISA, (ii) be in accordance with the documents and instruments governing the ERISA Plan pursuant to Section 404(a)(1)(D) of ERISA and (iii) be prudent with respect to the Partnership's structure and the nature of its proposed investments.

In addition, ERISA requires an ERISA Plan's fiduciary to maintain indicia of ownership for the ERISA Plan's assets within the jurisdiction of the U.S. Federal District Courts. While it is not intended that the underlying assets of the Partnership will be "plan assets", there can be no assurance that, notwithstanding the commercially reasonable efforts of the General Partner, the underlying assets of the Partnership will not otherwise be deemed to include "plan assets" for purposes of Title I of ERISA or Section 4975 of the Code. In any event, the General Partner is not accepting any appointment, conditional or otherwise, as a fiduciary to an investing ERISA Plan. Fiduciaries of ERISA Plans should also consider ERISA's rules relating to delegation of control.

ERISA Plans acquiring the Interests may be required to report compensation, including indirect compensation, paid in connection with the ERISA Plan's acquisition of the Interests on Schedule C of Form 5500 (Annual Return/Report of Employee Benefit Plan). The descriptions in this Memorandum of

services provided to Limited Partners, management fees, incentive fees, ancillary fees, direct fees, other fees and direct compensation paid by Limited Partners and any indirect compensation and commissions earned by the General Partner and their affiliates in respect of an acquisition of the Interests, including the fees paid to the payor and the General Partner, are intended to satisfy the disclosure requirement for "eligible indirect compensation", for which an alternative reporting procedure on Schedule C of Form 5500 may be available.

Fiduciaries of ERISA Plans should consider whether an acquisition of the Interests might constitute or give rise to a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

PROHIBITED TRANSACTIONS

Section 406 of ERISA and Section 4975 of the Code prohibit certain transactions involving the assets of a Plan and persons and their affiliates that have certain relationships to the Plan, including the Plan's fiduciaries and other service providers (referred to as "parties in interest" under Section 3(14) of ERISA and "disqualified persons" under Section 4975 of the Code, and each, a "Party in Interest"). Regardless of whether the underlying assets of the Partnership are deemed to include the assets of a Plan, an acquisition of the Interests by a Plan, with respect to which any of the Partnership, the General Partner, the Cash Custodian, the Bitcoin Custodian, the Administrator or their respective affiliates (each, a "Transaction Party") is considered a Party in Interest may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, unless a statutory or administrative exemption is applicable to the transaction.

The Transaction Parties may be Parties in Interest with respect to many Plans, and if an acquisition, holding or disposition of an Interest were determined to be a prohibited transaction between a Plan and a Party in Interest, a statutory or administrative prohibited transaction exemption would be required. Included among the exemptions are the statutory exemption of Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code (relating to certain transactions between a Plan and a service provider to the Plan, provided that neither the service provider nor its affiliate has or exercises any discretionary authority or control or renders any investment advice with respect to the assets of any Plan involved in the transaction (in other words, not a fiduciary) and provided further that the Plan pays no more than, and receives no less than, "adequate consideration" in connection with the transaction) and the administrative exemptions of Prohibited Transaction Class Exemption ("PTCE") 91-38 (relating to investments made by bank collective investment funds), PTCE 84-14 (relating to transactions effected by independent "qualified professional asset managers"), PTCE 95-60 (relating to transactions involving insurance company general accounts), PTCE 90-1 (relating to investments by insurance company pooled separate accounts) and PTCE 96-23 (relating to transactions determined by certain "in-house asset managers"). Each fiduciary of a Plan should consider in an acquisition of the Interests, among other things, whether such an acquisition of the Interests would involve (i) a direct or indirect extension of credit to a Party in Interest, (ii) a sale or exchange of any property between a Plan and a Party in Interest or (iii) a transfer to, or use by or for the benefit of, a Party in Interest of the Plan's assets. In this regard, there can be no assurance that any of these or other exemptions will be available with respect to any particular transaction involving an acquisition of the Interests.

The investment class exemptions described above cover per se prohibited transactions between Plans and Parties in Interest. Most of the exemptions do not provide relief from some or all of the self-dealing prohibitions under Section 406 of ERISA or Section 4975 of the Code, and ERISA Plan fiduciaries should consider whether any of the self-dealing prohibitions could be relevant here.

Each fiduciary of a Plan that has engaged in a non-exempt prohibited transaction may be required to, among other potential actions, (i) restore to the Plan any profit realized on the transaction, (ii) reimburse the Plan for any losses suffered by the Plan as a result of the transaction or (iii) unwind the transaction. Under Section 4975 of the Code, a Party in Interest may be required to pay excise taxes based on the amount involved in the transaction (including a 100% excise tax if the transaction is not corrected within a certain time period).

THE ERISA PLAN ASSET REGULATION

Under the ERISA Plan Asset Regulation, when a Plan invests in an "equity interest" of an entity (which is defined as an interest other than an instrument that is treated as indebtedness under applicable local law and which has no substantial equity features) that is neither a publicly offered security nor a security issued by an investment company registered under the Investment Company Act, the Plan's assets include both the equity interest and an undivided interest in each of the entity's underlying assets unless an exception to this general rule applies, including if it is established that equity participation in such entity by "Benefit Plan Investors" is not "significant".

A "Benefit Plan Investor" means a Plan. Equity participation by Benefit Plan Investors in an entity is "significant" under the ERISA Plan Asset Regulation if, immediately after the most recent acquisition of any equity interest in the entity, 25% or more of the value of any class of equity interests in the entity is held by Benefit Plan Investors, excluding for purposes of this calculation the value of equity interests held by (i) persons, other than Benefit Plan Investors, that have discretionary authority or control over the assets of the entity, or that provide investment advice with respect to such assets for a fee, directly or indirectly, or (ii) "affiliates" of the foregoing (i) persons (with respect to the Partnership's assets, a "Controlling Person"). For these purposes, an "affiliate" of a person, as defined in paragraph (f)(3) of the ERISA Plan Asset Regulation, includes any person, directly or indirectly, through one or more intermediaries, "controlling", "controlled" by, or under common "control" with the person, and "control", with respect to a person other than an individual, means the power to exercise a controlling influence over the management or policies of such person. It must be true immediately after each acquisition, transfer or disposition of an Interest that less than 25% of the value of any class of equity interests in the Partnership is held by Benefit Plan Investors (excluding any holdings by Controlling Persons) in order for the assets of the Partnership to not be treated as "plan assets".

In the event that a Feeder Fund may be considered to hold assets of a Benefit Plan Investor as a result of the interests in one or more classes of the Feeder Fund being held by Benefit Plan Investors, the General Partner (or a similar managing entity of the Feeder Fund) intends to structure the Feeder Fund as a conduit vehicle through which investors may participate in an acquisition of the Interests and with respect to which the General Partner (or a similar managing entity of the Feeder Fund) is not intended to have discretionary authority or control with respect to the investment of the assets of the Feeder Fund. Each investor in the Feeder Fund, by making a commitment to the Feeder Fund, will be deemed to have (i) directed the General Partner (or a similar managing entity of the Feeder Fund) to invest the amount of such a commitment in the Partnership and (ii) acknowledged and agreed that, during any period when the underlying assets of the Feeder Fund are deemed to constitute "plan assets", the General Partner (or a similar managing entity of the Feeder Fund) will act as a custodian with respect to the assets of such an investor in the Feeder Fund, but is not intended to be a fiduciary with respect to the assets of the investor for purposes of Title I of ERISA, Section 4975 of the Code or any applicable Similar Law. The General Partner (or a similar managing entity of the Feeder Fund) will exercise the voting, consent, instruction or request rights of the Feeder Fund (in its capacity as a Limited Partner) with respect to a Feeder Fund investor's indirect proportionate interest in the Partnership only with the consent of or at the direction of such an investor in accordance with the terms of this Memorandum. Moreover, each investor in the Feeder Fund will further

represent, warrant and undertake that it will not take any position to the contrary of this paragraph.

Among other issues that might arise if the Feeder Fund's assets are assets of a Plan are issues relating to reporting, custody and bonding. In preparing its annual reports, an ERISA Plan that is an investor in the Feeder Fund may need to report not only information with respect to its interest in the Feeder Fund, but also information with respect to the underlying assets of the Feeder Fund. The Feeder Fund will not be obligated to undertake any special reporting directly to the DOL that might be available to certain look-through entities. Pursuant to ERISA, none of the indicia of ownership of an ERISA Plan's asset may be held outside the jurisdiction of the U.S. Federal District Courts, unless, generally, the asset is a foreign security or foreign currency held incident to the purchase, sale or maintenance of such a security and certain other requirements are met. ERISA also requires that anyone handling the assets of an ERISA Plan be bonded as provided therein. If necessary, the Feeder Fund will be procuring its own bond as required by ERISA in the event the assets of the Feeder Fund are considered "plan assets" subject to Title I of ERISA. Each ERISA Plan will need to determine for itself on the advice of counsel whether each of the arrangements described in this paragraph are sufficient. There can be no assurance that the fiduciary responsibility and prohibited transaction provisions of ERISA will not be applicable to activities of the Feeder Fund.

SIMILAR LAW PLANS

"Governmental plans" within the meaning of Section 3(32) of ERISA, "church plans" within the meaning of Section 3(33) of ERISA that have made no election under Section 410(d) of the Code and non-U.S. plans described in Section 4(b)(4) of ERISA, while not subject to the fiduciary responsibility and prohibited transaction provisions of Title I of ERISA and Section 4975 of the Code, may nevertheless be subject to a U.S. federal, state, local or non-U.S. law or regulation that contains one or more provisions that are similar to the foregoing provisions of ERISA and the Code ("Similar Law").

REPRESENTATIONS AND WARRANTIES

Each prospective investor in the Partnership will be required to represent in the Subscription Agreement that (a) it is or it is not a Benefit Plan Investor or a Controlling Person and (b) its acquisition, holding and disposition of an Interest will not result in or constitute a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any applicable Similar Law.

Each prospective investor in the Partnership that is a Benefit Plan Investor will be deemed to have represented and warranted by its acquisition of the Interests that (x) none of the Transaction Parties has provided any investment recommendation or investment advice to the Benefit Plan Investor, or any fiduciary or other person investing on behalf of the Benefit Plan Investor or who otherwise has discretion or control over the investment and management of "plan assets" ("Plan Fiduciary"), on which either the Benefit Plan Investor or Plan Fiduciary has relied in connection with the decision for an acquisition of the Interests, (y) the Transaction Parties are not otherwise acting as a "fiduciary", as that term is defined in Section 3(21) of ERISA or Section 4975(e)(3) of the Code, to the Benefit Plan Investor or Plan Fiduciary in connection with the Benefit Plan Investor's acquisition of the Interests and (z) the Plan Fiduciary is exercising its own independent judgment in evaluating the transaction.

The foregoing discussion is general in nature and is not intended to be all-inclusive. Whether or not the underlying assets of the Partnership are deemed to be "plan assets", an acquisition of the Interests by a Benefit Plan Investor is subject to Title I of ERISA or Section 4975 of the Code. Accordingly, Plan Fiduciaries should consult their own counsel as to the consequences under ERISA and the Code of an acquisition of the Interests. Fiduciaries of other plans, in consultation with their advisors, should consider

the impact of their applicable Similar Laws on an acquisition of the Interests and the considerations discussed above.

IMPORTANT SELLING RESTRICTIONS

Prospective investors should review the below securities law legends relating to offers and sales of Interests to investors in certain U.S. and non-U.S. jurisdictions.

NOTICE TO PROSPECTIVE INVESTORS GENERALLY

THE DISTRIBUTION OF THIS MEMORANDUM AND/OR THE OFFER AND SALE OF THE INTERESTS IN CERTAIN JURISDICTIONS OR TO CERTAIN INVESTORS MAY (IN ADDITION TO THOSE RESTRICTIONS UNDER THE LAWS OF VARIOUS JURISDICTIONS DESCRIBED HEREIN) BE RESTRICTED OR PROHIBITED BY LAW. PROSPECTIVE INVESTORS SHOULD INFORM THEMSELVES AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES WITHIN THE COUNTRIES OF THEIR CITIZENSHIP, RESIDENCE AND DOMICILE WITH RESPECT TO THE ACQUISITION, HOLDING OR DISPOSITION OF THE INTERESTS. COPIES OF

THIS MEMORANDUM DISTRIBUTED TO INVESTORS IN A PARTICULAR JURISDICTION MAY INCLUDE AN ADDITIONAL NOTICE REGARDING THE OFFERING AND SALE OF THE INTERESTS IN THAT JURISDICTION, WHICH NOTICE, IF INCLUDED, WILL BE AFFIXED ON THE COVER OF THIS MEMORANDUM.

FLORIDA

THE INTERESTS HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES ACT. IF SALES ARE MADE TO FIVE (5) OR MORE INVESTORS IN FLORIDA, ANY FLORIDA INVESTOR MAY, AT HIS OR HER OPTION, VOID ANY PURCHASE HEREUNDER WITHIN A PERIOD OF THREE DAYS AFTER HE OR SHE (I) FIRST TENDERS OR PAYS TO THE FUND, AN AGENT OF THE FUND OR AN ESCROW AGENT THE CONSIDERATION REQUIRED HEREUNDER OR (II) DELIVERS HIS OR HER EXECUTED SUBSCRIPTION AGREEMENT, WHICHEVER OCCURS LATER. TO ACCOMPLISH THIS, IT IS SUFFICIENT FOR A FLORIDA INVESTOR TO SEND A LETTER OR TELEGRAM TO THE FUND WITHIN SUCH THREE (3) DAY PERIOD, STATING THAT HE OR SHE IS VOIDING AND RESCINDING THE PURCHASE. IF ANY INVESTOR SENDS A LETTER, IT IS PRUDENT TO DO SO BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT THE LETTER IS RECEIVED AND TO EVIDENCE THE TIME OF MAILING.

PURCHASERS OF SECURITIES THAT ARE EXEMPTED FROM REGISTRATION BY SECTION 517.061(11) OF THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT HAVE THE RIGHT TO VOID THEIR PURCHASE WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION UNLESS SALES ARE MADE TO FEWER THAN FIVE (5) PURCHASERS IN FLORIDA.

AUSTRALIA

VANECK BITCOIN TRACKER FUND, LP IS NOT A REGISTERED SCHEME OR REGISTERED AS A FOREIGN COMPANY IN AUSTRALIA.

THE OFFER OF INTERESTS CONTAINED IN THIS MEMORANDUM IS DIRECTED ONLY TO PERSONS WHO QUALIFY AS: "WHOLESALE CLIENTS" WITHIN THE MEANING OF SECTION 761G OF THE CORPORATIONS ACT 2001 (CTH); AND SOPHISTICATED OR PROFESSIONAL INVESTORS WITHIN THE MEANING OF SECTION 708 OF THE CORPORATIONS ACT 2001 (CTH).

IF THE INTERESTS ARE TO BE ON SOLD OR TRANSFERRED TO INVESTORS IN AUSTRALIA WITHOUT A PRODUCT DISCLOSURE STATEMENT/PROSPECTUS OR OTHER REGULATED AUSTRALIAN DISCLOSURE DOCUMENT, WITHIN 12 MONTHS OF THEIR ISSUE, THEY MAY ONLY BE ON SOLD OR TRANSFERRED TO PERSONS IN AUSTRALIA WHO ARE 'WHOLESALE CLIENTS' UNDER SECTION 761G OF THE CORPORATIONS ACT 2001 (CTH) AND SOPHISTICATED OR PROFESSIONAL INVESTORS WITHIN THE MEANING OF SECTION 708 OF THE CORPORATIONS ACT 2001 (CTH). EACH RECIPIENT OF THIS MEMORANDUM WARRANTS THAT IT IS, AND AT ALL TIMES WILL BE A 'WHOLESALE CLIENT' AND A SOPHISTICATED OR PROFESSIONAL INVESTOR.

THIS MEMORANDUM IS NOT A PRODUCT DISCLOSURE STATEMENT/PROSPECTUS OR OTHER DISCLOSURE DOCUMENT FOR THE PURPOSES OF THE CORPORATIONS ACT 2001 (CTH). THIS MEMORANDUM HAS NOT BEEN, AND WILL NOT BE, REVIEWED BY, NOR LODGED WITH, THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION AND DOES NOT CONTAIN ALL THE INFORMATION THAT A PRODUCT DISCLOSURE STATEMENT/PROSPECTUS OR OTHER DISCLOSURE DOCUMENT IS REQUIRED TO CONTAIN. THE DISTRIBUTION OF THIS MEMORANDUM IN AUSTRALIA HAS NOT BEEN AUTHORIZED BY ANY REGULATORY AUTHORITY IN AUSTRALIA.

THIS MEMORANDUM IS PROVIDED FOR INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE THE PROVISION OF ANY FINANCIAL PRODUCT ADVICE OR RECOMMENDATION. THIS MEMORANDUM DOES NOT TAKE INTO ACCOUNT THE INVESTMENT OBJECTIVES, FINANCIAL SITUATION AND PARTICULAR NEEDS OF ANY PERSON AND NEITHER THE FUND, NOR ANY OTHER PERSON REFERRED TO IN THIS MEMORANDUM, IS LICENSED TO PROVIDE FINANCIAL PRODUCT ADVICE IN AUSTRALIA. YOU SHOULD CONSIDER CAREFULLY WHETHER THE INVESTMENT IS SUITABLE FOR YOU, HAVING REGARD TO YOUR INVESTMENT OBJECTIVES, FINANCIAL SITUATION AND PARTICULAR NEEDS. THERE IS NO COOLING-OFF REGIME THAT APPLIES IN RELATION TO THE ACQUISITION OF ANY INTERESTS IN AUSTRALIA.

THIS MEMORANDUM HAS NOT BEEN PREPARED SPECIFICALLY FOR AUSTRALIAN INVESTORS. IT MAY CONTAIN REFERENCES TO DOLLAR AMOUNTS WHICH ARE NOT IN AUSTRALIAN DOLLARS; MAY CONTAIN FINANCIAL INFORMATION WHICH IS NOT PREPARED IN ACCORDANCE WITH AUSTRALIAN LAW OR PRACTICES; MAY NOT ADDRESS RISKS ASSOCIATED WITH INVESTMENT IN FOREIGN CURRENCY DENOMINATED INVESTMENTS; AND DOES NOT ADDRESS AUSTRALIAN TAX ISSUES.

BAHRAIN

THIS MEMORANDUM HAS BEEN PREPARED FOR PRIVATE INFORMATION PURPOSES OF INTENDED INVESTORS ONLY WHO WILL BE HIGH NET WORTH INDIVIDUALS AND INSTITUTIONS. THIS DOCUMENT IS INTENDED TO BE READ BY THE ADDRESSEE ONLY. THE FUND REPRESENTS AND WARRANTS THAT IT HAS NOT MADE AND WILL NOT MAKE ANY INVITATION IN OR FROM THE KINGDOM OF BAHRAIN AND WILL NOT MARKET OR OFFER THE INTERESTS IN THE FUND TO ANY POTENTIAL INVESTOR IN BAHRAIN. ALL MARKETING AND OFFERING IS MADE AND WILL BE MADE OUTSIDE THE KINGDOM OF BAHRAIN.

THE CENTRAL BANK OF BAHRAIN HAS NOT REVIEWED, NOR HAS IT APPROVED, THIS DOCUMENT OR THE MARKETING OF INTERESTS IN THE FUND AND TAKES NO RESPONSIBILITY FOR THE ACCURACY OF THE STATEMENTS AND INFORMATION

CONTAINED IN THIS DOCUMENT, NOR SHALL IT HAVE ANY LIABILITY TO ANY PERSON FOR ANY LOSS OR DAMAGE RESULTING FROM RELIANCE ON ANY STATEMENTS OR INFORMATION CONTAINED HEREIN.

BRUNEI

THIS MEMORANDUM HAS NOT BEEN DELIVERED TO, LICENSED OR PERMITTED BY THE AUTORITI MONETARI BRUNEI DARUSSALAM, THE AUTHORITY AS DESIGNATED UNDER THE BRUNEI DARUSSALAM SECURITIES MARKETS ORDER, 2013; NOR HAS IT BEEN REGISTERED WITH THE REGISTRAR OF COMPANIES, REGISTRAR OF INTERNATIONAL BUSINESS COMPANIES OR THE BRUNEI DARUSSALAM MINISTRY OF FINANCE. THE FUND AND THE INTERESTS ARE NOT REGISTERED, LICENSED OR PERMITTED BY THE AUTORITI MONETARI BRUNEI DARUSSALAM OR BY ANY OTHER GOVERNMENT AGENCY OR UNDER ANY LAW IN BRUNEI DARUSSALAM. THIS MEMORANDUM IS FOR INFORMATION PURPOSES ONLY. IT DOES NOT CONSTITUTE AN OFFER TO BUY OR SELL OR A SOLICITATION OF AN OFFER TO BUY OR SELL THE INTERESTS IN BRUNEI DARUSSALAM. NO RECIPIENT OF THIS MEMORANDUM MAY ISSUE, DISTRIBUTE, CIRCULATE, DISSEMINATE, OFFER OR SELL THIS MEMORANDUM OR MAKE OR GIVE COPIES OF THIS MEMORANDUM TO ANY PERSON IN BRUNEI DARUSSALAM. NO RECIPIENT OF THIS MEMORANDUM MAY MAKE USE OF THE MEMORANDUM OTHER THAN FOR ITS OWN GENERAL INFORMATION PURPOSES. ANY OFFERS, ACCEPTANCES, SUBSCRIPTION, SALES AND ALLOTMENTS OF THE INTERESTS SHALL BE MADE OUTSIDE BRUNEI DARUSSALAM. NOTHING IN THIS MEMORANDUM SHALL CONSTITUTE LEGAL, TAX, ACCOUNTING OR INVESTMENT ADVICE. THE RECIPIENT SHOULD INDEPENDENTLY EVALUATE ANY SPECIFIC INVESTMENT WITH CONSULTATION WITH PROFESSIONAL ADVISORS IN LAW, TAX, ACCOUNTING AND INVESTMENTS.

CHILE

THIS OFFER IS SUBJECT TO NORMA DE CARACTER GENERAL N° 336 ISSUED BY THE SUPERINTENDENCE OF SECURITIES AND INSURANCE OF CHILE (SVS). THIS OFFER IS ON SECURITIES NOT REGISTERED IN THE REGISTRY OF SECURITIES OR IN THE REGISTRY OF FOREIGN SECURITIES OF THE SVS, AND THEREFORE, IT IS NOT SUBJECT TO THE SVS OVERSIGHT. THE ISSUER IS UNDER NO OBLIGATION TO RELEASE INFORMATION ON THE INTERESTS IN CHILE. THESE SECURITIES CANNOT BE SUBJECT OF A PUBLIC OFFERING IF NOT PREVIOUSLY REGISTERED IN THE PERTINENT REGISTRY OF SECURITIES.

ESTA OFERTA SE REALIZA CONFORME A LA NORMA DE CARÁCTER GENERAL N° 336 DE LA SUPERINTENDENCIA DE VALORES Y SEGUROS (SVS). ESTA OFERTA VERSA SOBRE VALORES NO INSCRITOS EN EL REGISTRO DE VALORES O EN EL REGISTRO DE VALORES EXTRANJEROS QUE LLEVA LA SVS Y EN CONSECUENCIA, ESTOS VALORES NO ESTÁN SUJETOS A SU FISCALIZACIÓN. NO EXISTE DE PARTE DEL EMISOR OBLIGACIÓN DE ENTREGAR EN CHILE INFORMACIÓN PÚBLICA RESPECTO DE ESTOS VALORES. ESTOS VALORES NO PODRÁN SER OBJETO DE OFERTA PÚBLICA MIENTRAS NO SEAN INSCRITOS EN EL REGISTRO DE VALORES CORRESPONDIENTE.

CHINA

THIS MEMORANDUM DOES NOT CONSTITUTE A PUBLIC OFFERING OF SECURITIES, WHETHER BY WAY OF SALE OR SUBSCRIPTION, IN THE PEOPLE'S REPUBLIC OF CHINA (FOR THE PURPOSE OF THIS MEMORANDUM ONLY, EXCLUDING TAIWAN, THE SPECIAL

ADMINISTRATIVE REGION OF HONG KONG AND THE SPECIAL ADMINISTRATIVE REGION OF MACAO, THE "PRC"). THIS MEMORANDUM OR ANY OTHER ADVERTISEMENT, INVITATION OR DOCUMENT RELATING TO THE INTERESTS SHALL NOT BE DISTRIBUTED IN THE PRC OR USED IN CONNECTION WITH ANY OFFER FOR SUBSCRIPTION OR SALE OF THE INTERESTS IN THE PRC, EXCEPT TO THE EXTENT CONSISTENT WITH APPLICABLE LAWS AND REGULATIONS OF THE PRC. THE OFFER OR SALE OF THE INTERESTS HAS NOT BEEN AND WILL NOT BE FILED WITH ANY SECURITIES OR OTHER REGULATORY AUTHORITIES OR AGENCIES OF THE PRC PURSUANT TO RELEVANT SECURITIES-RELATED OR OTHER LAWS AND REGULATIONS AND MAY NOT BE OFFERED OR SOLD WITHIN THE PRC THROUGH A PUBLIC OFFERING OR IN CIRCUMSTANCES WHICH REQUIRE AN EXAMINATION OR APPROVAL OF OR REGISTRATION WITH ANY SECURITIES OR OTHER REGULATORY AUTHORITIES OR AGENCIES IN THE PRC UNLESS OTHERWISE IN ACCORDANCE WITH THE LAWS AND REGULATIONS OF THE PRC.

COLOMBIA

THIS MEMORANDUM IS FOR THE SOLE AND EXCLUSIVE USE OF THE ADDRESSEE AS A DETERMINED INDIVIDUAL/ENTITY, AND CANNOT BE UNDERSTOOD AS ADDRESSED OR BE USED BY ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO, THIRD PARTIES FOR WHICH THE ADDRESSEE CAN LEGALLY OR CONTRACTUALLY REPRESENT, NOR ANY OF ITS SHAREHOLDERS, ADMINISTRATORS OR BY ANY OF THE EMPLOYEES OF THE ADDRESSEE. ANY MATERIAL TO BE DELIVERED IN COLOMBIA OR TO ANY PERSON LOCATED, DOMICILED OR ESTABLISHED IN COLOMBIA, SHALL BE FOR THE SOLE AND EXCLUSIVE USE OF THE RECIPIENT.

THIS MEMORANDUM HAS NOT BEEN AND WILL NOT BE FILED WITH OR APPROVED BY THE COLOMBIAN FINANCIAL SUPERINTENDENCY OR ANY OTHER REGULATORY AUTHORITY IN COLOMBIA.

THE ISSUANCE OF THE INTERESTS, ITS TRADING AND PAYMENT SHALL OCCUR OUTSIDE COLOMBIA; THEREFORE, THE INTERESTS HAVE NOT BEEN AND WILL NOT BE REGISTERED BEFORE THE COLOMBIAN NATIONAL REGISTRY OF ISSUERS AND SECURITIES, NOR WITH THE COLOMBIAN STOCK EXCHANGE. THE DELIVERY OF THIS CONFIDENTIAL MEMORANDUM DOES NOT CONSTITUTE A PUBLIC OFFER OF SECURITIES UNDER THE LAWS OF COLOMBIA. THIS MEMORANDUM DOES NOT CONSTITUTE AND MAY NOT BE USED FOR, OR IN CONNECTION WITH, A PUBLIC OFFERING AS DEFINED UNDER COLOMBIAN LAW AND SHALL BE VALID IN COLOMBIA ONLY TO THE EXTENT PERMITTED BY COLOMBIAN LAW. UNDER COLOMBIAN REGULATIONS, ANY OFFERING ADDRESSED TO 100 OR MORE NAMED INDIVIDUALS OR COMPANIES SHALL BE DEEMED TO BE AN OFFERING TO THE PUBLIC REQUIRING THE PRIOR APPROVAL OF THE COLOMBIAN FINANCIAL SUPERINTENDENCY AND LISTING ON THE COLOMBIAN NATIONAL REGISTRY OF ISSUERS AND SECURITIES.

THE INTERESTS MAY NOT BE SOLICITED, PUBLICLY OFFERED, TRANSFERRED, SOLD OR DELIVERED, WHETHER DIRECTLY OR INDIRECTLY, TO ANY INDIVIDUAL OR LEGAL ENTITY IN COLOMBIA.

THE ADDRESSEE ACKNOWLEDGES THE COLOMBIAN LAWS AND REGULATIONS (INCLUDING, BUT NOT LIMITED TO, FOREIGN EXCHANGE AND TAX REGULATIONS) APPLICABLE TO ANY TRANSACTION OR INVESTMENT MADE IN CONNECTION WITH THIS AGREEMENT AND ACKNOWLEDGES AND REPRESENTS THAT IT IS THE SOLE RESPONSIBLE

PARTY FOR FULL COMPLIANCE WITH ANY SUCH LAWS AND REGULATIONS. ADDITIONALLY, COLOMBIAN INVESTORS ARE SOLELY LIABLE FOR CONDUCTING AN INVESTMENT SUITABILITY ANALYSIS AS PER THEIR APPLICABLE INVESTMENT REGIME.

HONG KONG

THE CONTENTS OF THIS MEMORANDUM HAVE NOT BEEN REVIEWED BY ANY REGULATORY AUTHORITY IN HONG KONG. YOU ARE ADVISED TO EXERCISE CAUTION IN RELATION TO THE OFFER. IF YOU ARE IN ANY DOUBT ABOUT ANY OF THE CONTENTS OF THIS MEMORANDUM, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE. THE FUND OR THE ISSUE OF THIS MEMORANDUM HAS NOT BEEN AUTHORIZED BY THE SECURITIES AND FUTURES COMMISSION IN HONG KONG PURSUANT TO THE SECURITIES AND FUTURES ORDINANCE (CAP. 571 OF THE LAWS OF HONG KONG) (THE "SFO"). THE INTERESTS HAVE NOT BEEN AND WILL NOT BE OFFERED OR SOLD IN HONG KONG BY MEANS OF ANY MEMORANDUM, OTHER THAN (A) TO "PROFESSIONAL INVESTORS" AS DEFINED IN THE SFO AND ANY RULES MADE UNDER THAT ORDINANCE OR (B) IN OTHER CIRCUMSTANCES WHICH DO NOT CONSTITUTE AN OFFER OR INVITATION TO THE PUBLIC WITHIN THE MEANING OF THE SFO.

JAPAN

REGISTRATION PURSUANT TO ARTICLE 4, PARAGRAPH 1 OF THE FINANCIAL INSTRUMENTS AND EXCHANGE ACT OF JAPAN, AS AMENDED (THE "FIEA") HAS NOT BEEN AND WILL NOT BE MADE WITH RESPECT TO THE SOLICITATION OF AN OFFER TO PURCHASE AN INTEREST OF THE FUND ON THE GROUND THAT THE SOLICITATION QUALIFIES AS A "SOLICITATION FOR A SMALL NUMBER OF INVESTORS" (AS DEFINED IN ARTICLE 23-13, PARAGRAPH 4 OF THE FIEA), AND THE INTERESTS ARE "SECURITIES" AS DEFINED IN ARTICLE 2, PARAGRAPH 2, ITEM 6 OF THE FIEA AND BEING OFFERED IN ACCORDANCE WITH ARTICLE 2, PARAGRAPH 3, ITEM 3 OF THE FIEA WHERE THE INTERESTS ARE TO BE ACQUIRED BY 499 OR FEWER INVESTORS.

PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THE GENERAL PARTNER HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE FIEA AS "TYPE 2 FINANCIAL INSTRUMENT TRADER" (DAINISHU KINYUSHOHIN TORIHIKI GYO) NOR "INVESTMENT MANAGEMENT BUSINESS" (TOSHI UNYO GYO), AND NO TRANSFER OF INTERESTS SHALL BE PERMITTED IN ANY MANNER WHATSOEVER IF SUCH TRANSFER REQUIRES THE GENERAL PARTNER TO BE REGISTERED AS "TYPE 2 FINANCIAL INSTRUMENT TRADER" (DAINISHU KINYUSHOHIN TORIHIKI GYO) AND/OR "INVESTMENT MANAGEMENT BUSINESS" (TOSHI UNYO GYO) UNDER THE FIEA.

KUWAIT

THIS MEMORANDUM IS NOT FOR GENERAL CIRCULATION TO THE PUBLIC IN KUWAIT. THE INTERESTS HAVE NOT BEEN LICENSED FOR OFFERING IN KUWAIT BY THE KUWAIT CAPITAL MARKETS AUTHORITY OR ANY OTHER RELEVANT KUWAITI GOVERNMENT AGENCY. THE OFFERING OF THE INTERESTS IN KUWAIT ON THE BASIS OF A PRIVATE PLACEMENT OR PUBLIC OFFERING IS, THEREFORE, RESTRICTED IN ACCORDANCE WITH DECREE LAW NO. 31 OF 1990 AND THE IMPLEMENTING REGULATIONS THERETO (AS AMENDED) AND LAW NO. 7 OF 2010 AND THE BYLAWS THERETO (AS AMENDED). NO PRIVATE OR PUBLIC OFFERING OF THE INTERESTS IS BEING MADE IN KUWAIT, AND NO AGREEMENT RELATING TO THE SALE OF THE INTERESTS WILL BE CONCLUDED IN

KUWAIT. NO MARKETING OR SOLICITATION OR INDUCEMENT ACTIVITIES ARE BEING USED TO OFFER OR MARKET THE INTERESTS IN KUWAIT.

MALAYSIA

NO REGISTRATION OF THE MANAGEMENT CORPORATION NOR THE PRIOR AUTHORIZATION / RECOGNITION OF THE INTEREST HAS BEEN MADE OR OBTAINED FOR THE MAKING AVAILABLE, OFFERING FOR SUBSCRIPTION OR PURCHASE OR ISSUANCE OF AN INVITATION TO SUBSCRIBE FOR OR PURCHASE THE INTERESTS IN MALAYSIA. NEITHER THIS MEMORANDUM NOR ANY DOCUMENT OR OTHER MATERIAL IN CONNECTION THEREWITH HAS BEEN REGISTERED AS A PROSPECTUS OR DEPOSITED WITH THE SECURITIES COMMISSION UNDER THE CAPITAL MARKETS AND SERVICES ACT 2007. ACCORDINGLY:

I. THIS MEMORANDUM AND ANY DOCUMENT OR OTHER MATERIAL IN CONNECTION THEREWITH MAY NOT BE DISTRIBUTED, CIRCULATED OR MADE AVAILABLE DIRECTLY OR INDIRECTLY IN MALAYSIA. THE OFFEROR HAS NOT AND WILL NOT AUTHORIZE AND SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER IN THE EVENT THIS MEMORANDUM AND ANY DOCUMENT OR OTHER MATERIAL IN CONNECTION THEREWITH IS DISTRIBUTED, CIRCULATED OR MADE AVAILABLE IN MALAYSIA. ANY PERSON WHO COMES INTO POSSESSION OF THIS MEMORANDUM OR ANY DOCUMENT OR OTHER MATERIAL IN CONNECTION THEREWITH IN MALAYSIA SHALL IMMEDIATELY RETURN OR DESTROY THE DOCUMENTS RECEIVED;

II. THE INTERESTS HAVE NOT BEEN AND WILL NOT BE ISSUED IN MALAYSIA NOR MADE AVAILABLE, OFFERED FOR SUBSCRIPTION OR PURCHASE DIRECTLY AND INDIRECTLY IN MALAYSIA, AND NO INVITATION TO SUBSCRIBE FOR OR PURCHASE OF THE INTERESTS MAY BE MADE DIRECTLY OR INDIRECTLY TO ANY PERSON IN MALAYSIA;

III. NOTHING IN THIS MEMORANDUM AND ANY DOCUMENT OR OTHER MATERIAL IN CONNECTION THEREWITH SHALL CONSTITUTE IN ANY MANNER WHATSOEVER A PROPOSAL TO MAKE AVAILABLE, OFFER FOR SUBSCRIPTION OR PURCHASE OR TO ISSUE AN INVITATION TO SUBSCRIBE FOR OR PURCHASE ANY SECURITIES IN MALAYSIA; AND

IV. THE INTERESTS ARE BEING OFFERED TO YOU OUTSIDE MALAYSIA ON A REVERSE INQUIRIES BASIS UNDER A VERY LIMITED AND EXCLUSIVE PRIVATE PLACEMENT.

IF YOU ARE IN DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR OR OTHER PROFESSIONAL ADVISOR IMMEDIATELY. IT IS YOUR SOLE RESPONSIBILITY TO SATISFY YOURSELF AS TO THE FULL OBSERVANCE OF THE LAWS OF MALAYSIA AND TO OBTAIN ALL RELEVANT GOVERNMENT AND REGULATORY APPROVALS INCLUDING BUT NOT LIMITED TO EXCHANGE CONTROL LAWS AS APPLICABLE FOR ANY SUBSCRIPTION OR PURCHASE OF THE INTERESTS.

NEW ZEALAND

THIS MEMORANDUM DOES NOT CONSTITUTE AND SHOULD NOT BE CONSTRUED AS AN

OFFER, INVITATION, PROPOSAL OR RECOMMENDATION TO INVEST IN ANY FUNDS OFFERED OR MANAGED BY TKO BY PERSONS IN NEW ZEALAND WHO ARE NOT "WHOLESALE INVESTORS" FOR THE PURPOSES OF THE FINANCIAL MARKETS CONDUCT ACT 2013 (THE "FMCA"). APPLICATIONS OR ANY REQUESTS FOR INFORMATION FROM PERSONS IN NEW ZEALAND WHO ARE "RETAIL INVESTORS" (AS THAT TERM IS DEFINED IN THE FMCA) WILL NOT BE ACCEPTED. FUND MANAGER IS NOT PROVIDING ANY FINANCIAL ADVICE IN RELATION TO THE OFFER. INVESTORS MAY WISH TO SEEK THEIR OWN PROFESSIONAL FINANCIAL AND/OR LEGAL ADVICE.

THIS OFFERING DOCUMENT DOES NOT CONSTITUTE AND SHOULD NOT BE CONSTRUED AS AN OFFER, INVITATION, PROPOSAL OR RECOMMENDATION TO APPLY FOR INTERESTS IN THE FUND BY PERSONS IN NEW ZEALAND WHO DO NOT MEET THE CRITERIA BELOW. APPLICATIONS OR ANY REQUESTS FOR INFORMATION FROM PERSONS IN NEW ZEALAND WHO DO NOT MEET THE CRITERIA BELOW WILL NOT BE ACCEPTED.

THE OFFER OF INTERESTS IN THE FUND IS MADE ONLY TO PERSONS WHO ARE "WHOLESALE INVESTORS" FOR THE PURPOSES OF THE NEW ZEALAND FINANCIAL MARKETS CONDUCT ACT 2013 (THE "FMCA") AND WHO HAVE PROVIDED AN APPROPRIATE CERTIFICATE TO THE ISSUER (IF REQUIRED).

THIS MEMORANDUM AND ANY SUPPLEMENT(S) ARE NOT A PRODUCT DISCLOSURE STATEMENT FOR THE PURPOSES OF THE FMCA. THIS OFFER DOES NOT CONSTITUTE A "REGULATED OFFER" TO RETAIL INVESTORS FOR THE PURPOSES OF THE FMCA.

NEW ZEALAND LAW NORMALLY REQUIRES PEOPLE WHO OFFER FINANCIAL PRODUCTS TO GIVE INFORMATION TO INVESTORS BEFORE THEY INVEST. THIS INFORMATION IS DESIGNED TO HELP INVESTORS MAKE AN INFORMED DECISION. THE USUAL RULES DO NOT APPLY TO OFFERS OF FINANCIAL PRODUCTS MADE TO YOU. AS A RESULT, YOU MAY NOT RECEIVE A COMPLETE AND BALANCED SET OF INFORMATION. YOU WILL ALSO HAVE FEWER OTHER LEGAL PROTECTIONS FOR THESE INVESTMENTS.

MAKE SURE YOU UNDERSTAND THESE CONSEQUENCES. ASK QUESTIONS, READ ALL DOCUMENTS CAREFULLY AND SEEK INDEPENDENT FINANCIAL ADVICE BEFORE COMMITTING YOURSELF.

OMAN

BY RECEIVING THIS MEMORANDUM, THE PERSON OR ENTITY TO WHOM IT HAS BEEN ISSUED UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT NEITHER THIS MEMORANDUM NOR THE FUND HAVE BEEN REGISTERED OR APPROVED BY THE CENTRAL BANK OF OMAN, THE OMAN MINISTRY OF COMMERCE AND INDUSTRY, THE OMAN CAPITAL MARKET AUTHORITY OR ANY OTHER AUTHORITY IN THE SULTANATE OF OMAN, NOR ARE THE GENERAL PARTNER OR ITS AFFILIATES AUTHORIZED OR LICENSED BY THE CENTRAL BANK OF OMAN, THE OMAN MINISTRY OF COMMERCE AND INDUSTRY, THE OMAN CAPITAL MARKET AUTHORITY OR ANY OTHER AUTHORITY IN THE SULTANATE OF OMAN, TO MARKET OR SELL THE INTERESTS IN THE FUNDS WITHIN THE SULTANATE OF OMAN. THE INTERESTS IN THE FUNDS DESCRIBED UNDER OR SOLD PURSUANT TO THIS MEMORANDUM HAVE NOT AND WILL NOT BE LISTED ON ANY STOCK EXCHANGE IN THE SULTANATE OF OMAN. NO MARKETING OF ANY FINANCIAL PRODUCTS OR SERVICES HAS BEEN OR WILL BE MADE FROM WITHIN THE SULTANATE OF OMAN AND NO SUBSCRIPTION TO ANY SECURITIES, PRODUCTS OR FINANCIAL SERVICES MAY OR WILL

BE CONSUMMATED WITHIN THE SULTANATE OF OMAN. NONE OF THE GENERAL PARTNER OR ITS AFFILIATES IS A LICENSED BROKER, DEALER, FINANCIAL ADVISOR OR INVESTMENT ADVISOR LICENSED UNDER THE LAWS APPLICABLE IN THE SULTANATE OF OMAN, AND, AS SUCH, DOES NOT ADVISE INDIVIDUALS RESIDENT IN THE SULTANATE OF OMAN AS TO THE APPROPRIATENESS OF INVESTING IN OR PURCHASING OR SELLING SECURITIES OR OTHER FINANCIAL PRODUCTS. NOTHING CONTAINED IN THIS DOCUMENT IS INTENDED TO CONSTITUTE INVESTMENT, LEGAL, TAX, ACCOUNTING OR OTHER PROFESSIONAL ADVICE IN, OR IN RESPECT OF, THE SULTANATE OF OMAN. THIS MEMORANDUM IS CONFIDENTIAL AND FOR YOUR INFORMATION ONLY AND NOTHING IN THIS MEMORANDUM IS INTENDED TO ENDORSE OR RECOMMEND A PARTICULAR COURSE OF ACTION. YOU SHOULD CONSULT WITH AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE RENDERED ON THE BASIS OF YOUR SITUATION.

PERU

THE INTERESTS AND THE INFORMATION CONTAINED IN THIS MEMORANDUM ARE NOT BEING MARKETED OR PUBLICLY OFFERED IN PERU AND WILL NOT BE DISTRIBUTED OR CAUSED TO BE DISTRIBUTED TO THE GENERAL PUBLIC IN PERU. THE INTERESTS AND THE INFORMATION CONTAINED HEREIN HAVE NOT BEEN AND WILL NOT BE CONFIRMED, APPROVED OR IN ANY WAY SUBMITTED TO THE PERUVIAN SECURITIES AND EXCHANGE COMMISSION - SUPERINTENDENCIA DEL MERCADO DE VALORES ("SMV") - NOR HAVE THEY BEEN REGISTERED UNDER THE PERUVIAN SECURITIES MARKET LAW ("LEY DEL MERCADO DE VALORES", WHOSE SINGLE REVISED TEXT WAS APPROVED BY SUPREME DECREE NO. 093-2002-EF). NOTWITHSTANDING THE FOREGOING, THE INTERESTS AND THE INFORMATION CONTAINED HEREIN MAY BE SUBMITTED AND REGISTERED WITH PERUVIAN PENSION FUNDS - ADMINISTRADORAS PRIVADAS DE FONDOS DE PENSIONES (AFP), AS REQUIRED BY SUPERINTENDENCE OF BANKING, INSURANCE AND PENSION FUNDS -SUPERINTENDENCIA DE BANCA, SEGUROS Y ADMINISTRADORAS PRIVADAS DE FONDOS DE PENSIONES (SBS) - AS A RESULT OF PRIVATE OFFERINGS OF THE INTERESTS ADDRESSED TO CERTAIN INSTITUTIONAL INVESTORS IN ACCORDANCE WITH PERUVIAN REGULATIONS.

QATAR

THIS OFFERING HAS NOT BEEN FILED WITH, REVIEWED OR APPROVED BY THE QATAR CENTRAL BANK, ANY OTHER RELEVANT QATAR GOVERNMENTAL BODY OR SECURITIES EXCHANGE. THIS MEMORANDUM, AND ANY OTHER MATERIAL RELATING TO THE FUND IS BEING ISSUED TO A LIMITED NUMBER OF INVESTORS AND SHOULD NOT BE PROVIDED TO ANY PERSON OTHER THAN THE ORIGINAL RECIPIENT. THEY ARE NOT FOR GENERAL CIRCULATION IN THE STATE OF QATAR AND SHOULD NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE.

SAUDI ARABIA

THIS MEMORANDUM MAY NOT BE DISTRIBUTED IN THE KINGDOM OF SAUDI ARABIA EXCEPT TO SUCH PERSONS AS ARE PERMITTED UNDER THE OFFERS OF SECURITIES REGULATIONS ISSUED BY THE CAPITAL MARKET AUTHORITY. THE CAPITAL MARKET AUTHORITY DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF THIS MEMORANDUM, AND EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY LOSS ARISING FROM, OR INCURRED IN RELIANCE UPON, ANY PART OF THIS MEMORANDUM. PROSPECTIVE PURCHASERS OF THE INTERESTS OFFERED

HEREBY SHOULD CONDUCT THEIR OWN DUE DILIGENCE ON THE ACCURACY OF THE INFORMATION RELATING TO THE INTERESTS. IF YOU DO NOT UNDERSTAND THE CONTENTS OF THIS MEMORANDUM YOU SHOULD CONSULT AN AUTHORIZED FINANCIAL ADVISER.

SINGAPORE

THIS MEMORANDUM IS CONFIDENTIAL. IT IS ADDRESSED SOLELY TO AND IS FOR THE EXCLUSIVE USE OF THE PERSON TO WHOM IT IS SPECIFICALLY ADDRESSED. ANY OFFER OR INVITATION IN RESPECT OF INTERESTS IS CAPABLE OF ACCEPTANCE ONLY BY SUCH PERSON AND IS NOT TRANSFERABLE. THIS MEMORANDUM MAY NOT BE DISTRIBUTED OR GIVEN TO ANY PERSON OTHER THAN THE PERSON TO WHOM IT IS SPECIFICALLY ADDRESSED AND SHOULD BE RETURNED IF SUCH PERSON DECIDES NOT TO PURCHASE ANY INTERESTS. THIS MEMORANDUM SHOULD NOT BE REPRODUCED, IN WHOLE OR IN PART.

THIS MEMORANDUM HAS NOT BEEN REGISTERED AS A PROSPECTUS WITH THE MONETARY AUTHORITY OF SINGAPORE. ACCORDINGLY, THIS MEMORANDUM AND ANY OTHER DOCUMENT OR MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR SUBSCRIPTION OR PURCHASE, OF INTERESTS MAY NOT BE CIRCULATED OR DISTRIBUTED, NOR MAY INTERESTS BE OFFERED OR SOLD, OR BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS IN SINGAPORE OTHER THAN (I) PURSUANT TO, AND IN ACCORDANCE WITH, THE CONDITIONS OF AN EXEMPTION UNDER ANY PROVISION OF SUBDIVISION (4) OF DIVISION 2 OF PART XIII OF THE SECURITIES AND FUTURES ACT, CHAPTER 289 OF SINGAPORE (THE "SFA"), OTHER THAN AN EXEMPTION IN SECTION 302C AND SECTION 305C OF THE SFA OR (II) PURSUANT TO, AND IN ACCORDANCE WITH, THE CONDITIONS OF AN EXEMPTION IN SECTION 302C OF THE SFA WHERE THE OFFER, SALE OR INVITATION TO THE PERSON TO WHOM IT IS SPECIFICALLY ADDRESSED IS NOT MADE WITH A VIEW TO THE INTERESTS BEING SUBSEQUENTLY THE SUBJECT OF AN OFFER, SALE OR INVITATION TO ANOTHER PERSON UNDER SECTION 302C OR SECTION 305C OF THE SFA.

SOUTH KOREA

THE FUND MAKES NO REPRESENTATION WITH RESPECT TO THE ELIGIBILITY OF ANY RECIPIENTS OF THIS MEMORANDUM TO ACQUIRE THE INTERESTS UNDER THE LAWS OF KOREA, INCLUDING, WITHOUT LIMITATION, THE FOREIGN EXCHANGE TRANSACTION LAW AND REGULATIONS THEREUNDER. THE INTERESTS HAVE NOT BEEN REGISTERED WITH THE FINANCIAL SERVICES COMMISSION OF KOREA (THE "FSC") IN KOREA UNDER THE FINANCIAL INVESTMENT SERVICES AND CAPITAL MARKETS ACT OF KOREA, AND THE INTERESTS MAY NOT BE OFFERED, SOLD OR DELIVERED, OR OFFERED OR SOLD TO ANY PERSON FOR REOFFERING OR RESALE, DIRECTLY OR INDIRECTLY, IN KOREA OR TO ANY RESIDENT OF KOREA EXCEPT PURSUANT TO APPLICABLE LAWS AND REGULATIONS OF KOREA. FURTHERMORE, THE INTERESTS MAY NOT BE RESOLD TO KOREAN RESIDENTS UNLESS THE PURCHASER OF THE INTERESTS COMPLIES WITH ALL APPLICABLE REGULATORY REQUIREMENTS (INCLUDING, WITHOUT LIMITATION, GOVERNMENTAL APPROVAL REQUIREMENTS UNDER THE FOREIGN EXCHANGE TRANSACTION LAW AND ITS SUBORDINATE DECREES AND REGULATIONS) IN CONNECTION WITH THE PURCHASE OF THE INTERESTS.

UNITED ARAB EMIRATES (EXCLUDING THE DUBAI INTERNATIONAL FINANCIAL CENTRE ("DIFC"))

THE INTERESTS OFFERED ARE NOT REGULATED UNDER THE LAWS OF THE UNITED ARAB EMIRATES ("UAE") RELATING TO FUNDS, INVESTMENTS OR OTHERWISE. NEITHER THE FUND NOR THIS MEMORANDUM IS APPROVED BY THE UAE CENTRAL BANK, THE UAE SECURITIES AND COMMODITIES AUTHORITY ("SCA"), THE DUBAI FINANCIAL SERVICES AUTHORITY (THE "DFSA"), THE ABU DHABI GLOBAL MARKET'S ("ADGM") FINANCIAL SERVICES REGULATORY AUTHORITY ("FSRA") OR ANY OTHER REGULATORY AUTHORITY IN THE UAE, WHICH HAVE NO RESPONSIBILITY FOR THEM. ACCORDINGLY, THE OFFERING OF THE INTERESTS DOES NOT CONSTITUTE A PUBLIC OFFER OF SECURITIES IN THE UAE (INCLUDING THE DIFC AND THE ADGM) IN ACCORDANCE WITH THE COMMERCIAL COMPANIES LAW (FEDERAL LAW NO. 2 OF 2015), SCA BOARD OF DIRECTORS' CHAIRMAN DECISION NO. (9/R.M) OF 2016 CONCERNING THE REGULATIONS AS TO MUTUAL FUNDS (THE "REGULATIONS AS TO MUTUAL FUNDS"), SCA CHAIRMAN'S DECISION NO. (3/R.M) OF 2017 REGULATING THE PROMOTION AND INTRODUCTION (THE "PROMOTION AND INTRODUCTION REGULATIONS") OR OTHERWISE. ACCORDINGLY, THE INTERESTS MAY NOT BE OFFERED TO THE PUBLIC IN THE UAE (INCLUDING THE DIFC AND THE ADGM). NO AGREEMENT RELATING TO THE SALE OF THE INTERESTS IS INTENDED TO BE CONSUMMATED IN THE UNITED ARAB EMIRATES (INCLUDING THE DIFC AND THE ADGM). THE INTERESTS TO WHICH THIS OFFERING CIRCULAR RELATE MAY BE ILLIQUID AND/OR SUBJECT TO RESTRICTIONS ON THEIR RESALE. PROSPECTIVE INVESTORS SHOULD CONDUCT THEIR OWN DUE DILIGENCE ON THE INTERESTS. NOTHING CONTAINED IN THIS MEMORANDUM IS INTENDED TO CONSTITUTE INVESTMENT, LEGAL, TAX, ACCOUNTING OR OTHER PROFESSIONAL ADVICE IN, OR IN RESPECT OF, THE UAE. THIS OFFERING CIRCULAR IS STRICTLY PRIVATE AND CONFIDENTIAL AND IS BEING ISSUED TO A LIMITED NUMBER OF INSTITUTIONAL AND INDIVIDUAL INVESTORS:

I. WHO FALL WITHIN THE EXEMPT ENTITY CRITERIA IN ACCORDANCE WITH ARTICLE (2)3C. OF THE REGULATIONS AS TO MUTUAL FUNDS;

II. WHO FALL WITHIN THE EXEMPT ENTITY CRITERIA IN ACCORDANCE WITH ARTICLE 2(3)(III) OF THE PROMOTION AND INTRODUCTION REGULATIONS;

III. UPON THEIR REQUEST AND CONFIRMATION THAT THEY UNDERSTAND THAT THE INTERESTS AND THE INTERESTS HAVE NOT BEEN APPROVED OR LICENSED BY OR REGISTERED WITH THE UAE CENTRAL BANK, THE SCA, THE DFSA, THE FSRA OR ANY OTHER RELEVANT LICENSING AUTHORITIES OR GOVERNMENTAL AGENCIES IN THE UAE (INCLUDING THE DIFC AND THE ADGM) NOR HAS THE PLACEMENT AGENT, IF ANY, RECEIVED AUTHORISATION OR LICENSING FROM THE UAE CENTRAL BANK, THE SCA, THE DFSA, THE FSRA OR ANY OTHER RELEVANT LICENSING AUTHORITIES OR GOVERNMENTAL AGENCIES IN THE UAE (INCLUDING THE DIFC AND THE ADGM);

IV. ON THE CONDITION THAT IT MUST NOT BE PROVIDED TO ANY PERSON OTHER THAN THE ORIGINAL RECIPIENT, IS NOT FOR GENERAL CIRCULATION IN THE UNITED ARAB EMIRATES (INCLUDING THE DIFC AND THE ADGM) AND MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE; AND

V. ON THE CONDITION THAT NO SALE OF INTERESTS OR OTHER INVESTMENT PRODUCTS IN RELATION TO OR IN CONNECTION WITH THE FUND IS INTENDED TO

BE CONSUMMATED WITHIN THE UAE (INCLUDING IN THE DIFC AND THE ADGM).

THIS MEMORANDUM IS CONFIDENTIAL AND FOR YOUR INFORMATION ONLY AND NOTHING IN THIS MEMORANDUM IS INTENDED TO ENDORSE OR RECOMMEND A PARTICULAR COURSE OF ACTION. YOU SHOULD CONSULT WITH AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE RENDERED ON THE BASIS OF YOUR SITUATION.

IMPORTANT INFORMATION

The Partnership is not sponsored, endorsed, sold or promoted by MV Index Solutions GmbH ("Licensor"). Licensor makes no representation or warranty, express or implied, to the owners of the Partnership or any member of the public regarding the advisability of investing in securities generally or in the Partnership particularly or the ability of the MVIS® CryptoCompare Bitcoin Benchmark Rate ("Index") to track the performance of the digital assets market. Licensor's only relationship to the Licensee is the licensing of certain service marks and trade names of Licensor and of the Index that is determined, composed and calculated by Licensor without regard to the Licensee or the Partnership. Licensor has no obligation to take the needs of the Licensee or the owners of the Partnership into consideration in determining, composing or calculating the Index. Licensor is not responsible for and has not participated in the determination of the timing of, prices at, or quantities of the Partnership to be issued or in the determination or calculation of the equation by which the Partnership is to be converted into cash. Licensor has no obligation or liability in connection with the administration, marketing or trading of the Partnership.

LICENSOR DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE MVIS® CRYPTOCOMPARE BITCOIN BENCHMARK RATE OR ANY DATA INCLUDED THEREIN AND LICENSOR SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF THE PARTNERSHIP, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE MVIS® CRYPTOCOMPARE BITCOIN BENCHMARK RATE OR ANY DATA INCLUDED THEREIN. LICENSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE MVIS® CRYPTOCOMPARE BITCOIN BENCHMARK RATE OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL LICENSOR HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

The Partnership is not sponsored, promoted, sold or supported in any other manner by CryptoCompare Data Limited nor does CryptoCompare Data Limited offer any express or implicit guarantee or assurance either with regard to the results of using the Index and/or Index trade mark or the Index price at any time or in any other respect. The Index is calculated and published by CryptoCompare Data Limited. CryptoCompare Data Limited uses its best efforts to ensure that the Index is calculated correctly. Irrespective of its obligations towards the Issuer, CryptoCompare Data Limited has no obligation to point out errors in the Index to third parties including but not limited to investors and/or financial intermediaries of the financial instrument. Neither publication of the Index by CryptoCompare Data Limited nor the licensing of the Index or Index trade mark for the purpose of use in connection with the financial instrument constitutes a recommendation by CryptoCompare Data Limited to invest capital in said financial instrument nor does it in any way represent an assurance or opinion of CryptoCompare Data Limited with regard to any investment in this financial instrument. CryptoCompare Data Limited is not responsible for fulfilling the legal requirements concerning the accuracy and completeness of the financial instrument's prospectus.

The Partnership is not sponsored, endorsed, sold or promoted by Van Eck Associates Corporation or any other VanEck entity (altogether "VanEck"). VanEck makes no representation or warranty, express or implied, nor accepts any responsibility, regarding the accuracy or completeness of this Memorandum, or the advisability of investing in securities or financial instruments, or in the Partnership.

VANECK AND ITS AFFILIATES SHALL NOT HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS, AND MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY OWNERS OF THE PARTNERSHIP OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE PARTNERSHIP. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL VANECK OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY FOR ANY LOST PROFITS OR INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES, EVEN IF NOTIFIED OF THE POSSIBILITY THEREOF.