

SUPPLEMENT NO. 2

dated 28 August 2025

to the Base Prospectus of

CoinShares Digital Securities Limited

CoinShares

*(Incorporated and registered in Jersey under the Companies
(Jersey) Law 1991 (as amended) with registered number 127061)*

LEI: 549300DR7967WVLR3P83

The prospectus

This document constitutes a supplement to CoinShares Digital Securities Limited's base prospectus approved and registered by the Swedish Financial Supervisory Authority (**SFSA**) on 27 February 2025 (SFSA reg. no. 25-3058) in respect of the programme for the issue of Digital Index Securities and Digital Basket Securities. Supplement no. 1 was approved and registered by the SFSA on 5 June 2025 (SFSA reg. no. 25-14665). Said base prospectus, as amended by the earlier supplement, is referred to below as the **Base Prospectus**.

This supplement

This supplement forms an integral part of and should be read together with the other parts of the Base Prospectus. This supplement has been prepared by the Issuer pursuant to the provisions of Article 23 of the Prospectus Regulation (EU) 2017/1129. This supplement was approved and registered by the SFSA on 28 August 2025 (SFSA reg. no. 25-20867) and was published by the Issuer on said date.

Reasons for this supplement

This supplement has been prepared for the following reasons:

- The composition of the Issuer's Board of Directors has changed.
- The Issuer has decided to add an additional custodian to the Programme.
- A new Administrator has been appointed replacing the previous Administrator.

The changes resulting therefrom are set out in the following pages of this supplement.

Right of withdrawal

Only investors who have already agreed to purchase or subscribe for any Digital Securities offered under the Base Prospectus before this supplement was published shall have the right, exercisable within

three working days after the publication of this supplement, to withdraw their acceptances, provided that the circumstances stated above arose or were noted before the closing of the relevant offer or the delivery of the Digital Securities, whichever occurs first. Such investors can exercise their right of withdrawal pursuant to Article 23(2) of the Prospectus Regulation (EU) 2017/1129 during the period from publication of this supplement up to and including **2 September 2025**. This right of withdrawal cannot be exercised after said date.

Such investors should contact the relevant financial intermediary through which the investor has purchased or subscribed for the Digital Securities in question should they wish to exercise the right of withdrawal.

PART A

AMENDMENTS TO THE SECTION PART 1 (GENERAL)

In the sub-section “Directors and Secretary of the Issuer” starting on page 41 of the Base Prospectus, the references to Mr. Townsend Lansing shall be removed.

AMENDMENT TO THE SECTION PART 10 (ADDITIONAL INFORMATION)

In paragraph 1.6 of Part 10 (*Additional Information*) on page 140 of the Base Prospectus, the reference to Mr. Townsend Lansing shall be removed.

AMENDMENT TO THE SECTION “DIRECTORS, SECRETARY AND ADVISERS”

In sub-section “Directors of the Issuer” on page 170 of the Base Prospectus, the reference to Mr. Townsend Lansing shall be removed.

PART B

GLOBAL AMENDMENT REGARDING THE ADDITION OF ONE CUSTODIAN

As a consequence of adding one additional party to act as a Custodian, the references to “the Custodian” shall be deleted and be replaced with references to “the relevant Custodian” throughout the Base Prospectus (save for as otherwise modified below in this Supplement), i.e. on pages 2, 4, 8, 18, 19, 24, 33, 37, 38, 40, 42, 58, 61 and 62 of the Base Prospectus.

AMENDMENT TO “GENERAL DESCRIPTION OF THE PROGRAMME”

The sub-section “Custodian” on page 7 of the Base Prospectus shall be deleted in its entirety and be replaced with the following:

“Custodians	Komainu (Jersey) Limited and Zodia Custody Limited. The Issuer will only appoint Custodians that are reputable financial services companies subject to the appropriate regulation in one or more of (i) a member state of the European Union, (ii) Jersey, (iii) the United Kingdom, and (iv) any another jurisdiction that is not a country or territory identified as presenting higher risks in the AML/CFT Handbook for regulated financial services business published by the Jersey Financial Services Commission from time to time, experienced in holding assets that are similar to the underlying assets. Should a Custodian
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appointed by the Issuer be located in a jurisdiction that, following to its appointment, becomes a country or territory identified as presenting higher risks in the JFSC AML/CFT Handbook, the Issuer shall exercise its contractual rights to terminate the relevant Custodian's appointment as soon as practicable.”

AMENDMENT TO THE SECTION “RISK FACTORS”

The risk factor with the heading “Specific Storage Risk for Digital Currencies (Komainu (Jersey) Limited)” on page 19 of the Base Prospectus shall be deleted in its entirety and be replaced with the following:

“Specific Storage Risk for Digital Assets

Komainu (Jersey) Limited (Komainu) and Zodia Custody Limited act as Custodians to the Issuer’s Digital Assets.

The Issuer’s custody accounts can only be accessed by a representative who has been registered and permissioned by the respective Custodian.

All Digital Assets will be held on a segregated basis within the relevant Custodian’s custody solution, accessed via a respective Custodian’s system portal and authorized via the respective Custodian’s security and approval processes.

It is a possible that a Custodian or a system interfacing with a Custodian could be subject to a hacking attempt. Such attempt if successful could result in the loss of Digital Asset, or make it impossible for the Issuer to create or redeem Digital Securities. As discussed in more detail below in “No recourse except to the Issuer and the Secured Property,” any loss of Digital Asset held by the custodian will not be recoverable by other assets and Security Holders could suffer a loss of all or part of their investment as they cannot realise the full value of their investment.

Risk Rating: Low”

The risk factor with the heading “Risk of conflicts of interest” on page 27 of the of the Base Prospectus shall be deleted in its entirety and be replaced with the following:

“Risk of conflicts of interest

Save as set out below, none of the members of the Board of Directors has a private interest or other duties resulting from their directorship of other companies, enterprises, undertakings or otherwise, that may be in conflict with the interests of the Issuer.

Jean-Marie Mognetti, while not a member of the Board of Directors of the Issuer, is the Chief Executive Officer within the CoinShares group of companies. Mr. Mognetti is both an underlying beneficial owner and a member of the board of directors of the Issuer's parent company (namely CoinShares International Limited). Mr. Mognetti is also a member of the board of directors of the Coin Sales Agent, Determination Agent and the Staking Agent (CSCMJ).

Several legal entities belonging to or affiliated with the same group of companies may from time to time acquire, hold and/or divest any position in Digital Securities issued by the Issuer, including CSCMJ, an affiliate of the Issuer, which provides a number of services to the Issuer. Such entities will act in their respective capacity as purchaser, holder or seller of any such Digital Securities and not in the interest of any other holders of Digital Securities.

Situations could arise in which the interests of the Issuer and/or the Trustee could be adversarial to those of the relevant Custodian, the Coin Sales Agent, Determination Agent and/or the Staking Agent.

If any conflict of interest were to arise, such conflict of interest would not be resolved by taking solely the interests of the non-affiliated holders of Digital Securities into account and, consequently, it could have an adverse impact on the interests of such holders. If any material conflict of interest were to arise and it could not be resolved, it could adversely affect the Issuer's ability to continue offering the Digital Securities.

Risk Rating: Low"

AMENDMENT TO PART 1 (GENERAL)

The sub-section with the heading "Custody of Digital Assets" starting on page 34 of the Base Prospectus shall be deleted in its entirety and be replaced with the following:

"Custody of Digital Assets"

The Issuer will store the Digital Assets in the proprietary, technological platforms operated by the Custodians.

Komainu (Jersey) Limited is a Jersey-domiciled company with its registered office at Third floor 2 Hill Street, St Helier, Jersey JE2 4UA, Channel Islands. It provides custody services from time to time pursuant to the Custody Agreement. Komainu (Jersey) Limited is a company owned by Nomura Holding Inc., Ledger SA and CoinShares International Limited and is regulated by the Jersey Financial Services Commission for the provision of custody and depositary services.

Zodia Custody Limited is a private company limited by shares and registered in England and Wales (Company Number 12418687) having its principal place of business in London, England. Zodia is an indirect subsidiary of Standard Chartered PLC. Minority shareholders in Zodia include SBI Holdings, Inc. and Northern Trust Corporation. The core business of Zodia is to act as a custodian wallet provider, and in particular to (i) generate and safeguard private keys, and (ii) safeguard cryptoassets on behalf of its clients which are secured by the private keys. Zodia is a custodian wallet provider and is accordingly registered with the United Kingdom Financial Conduct Authority (the "**FCA**") with Firm Reference Number 928347 under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended) (the "**MLR**") in respect of its activities in cryptoassets. For clarity, Zodia's registration with the FCA as at the date of this Base Prospectus is in respect of obligations under the MLR only. Zodia does not have regulatory authorisation to carry out any regulated activity under the United Kingdom Financial Services and Markets Act 2000 (as amended).

The Custodians will be responsible for the safekeeping of the Digital Assets held in their respective Secured Wallets. The Custodians and/or its affiliates may from time-to-time purchase or sell Digital Securities for their own account, as agent for their customers and for accounts over which they exercise investment discretion.

The Custodians will maintain their respective Secured Wallets, which will be established and maintained under each respective Custodian's proprietary custody solution. The Secured Wallets will be subject to security protocols as agreed between the Issuer and each Custodian. The Security Protocols are confidential and are designed to limit access to and control over the Wallets to a pre-identified number of employees of the Issuer and the Custodian, to create secure processes for withdrawals from the Secured Wallets and to pre-authorise (and therefore) limit the wallets to which Digital Assets may be transferred from the Secured Wallets.

The Digital Assets of each Underlying Type held in the Secured Wallets in respect of the relevant class of Digital Security will be the subject of a floating charge in favour of the Trustee under the Security Deed to secure the obligations owed by the Issuer to the Trustee and the Security Holders in respect of the Digital Securities of that class.

Further detail of the Custodian and the arrangements for the storage of Digital Assets are set out in Part 8 (*The Custodians and the Custody Agreements*).

AMENDMENTS TO PART 4 (DESCRIPTION OF DIGITAL SECURITIES)

The sub-sections with the heading "Custody of Secured Digital Securities", "Insurance of Digital Assets" and "The Custodian" starting on page 64 of the Base Prospectus shall be deleted in its entirety and be replaced with the following:

"Custody of Secured Digital Assets"

All secured Digital Asset will be held by a Custodian in its custody solution.

Further information in relation to custody of the Digital Asset held by or for the Issuer, the relevant Custodian and the relevant Custody Agreement are set in Part 8 (*The Custodians and the Custody Agreements*).

Insurance of Digital Asset

Each Custodian may make such insurance arrangements from time to time in connection with its custodial obligations with respect to Digital Assets held in the Secured Wallets maintained with it as it considers necessary or appropriate and each Custody Agreement provides that any such insurance will be solely for the benefit of the Custodian. The Custodians have no obligation to insure such Digital Assets against loss, theft or damage and the Issuer does not intend to insure against such risks. In addition, the Trustee is not responsible for ensuring that adequate insurance arrangements have been made, or for insuring the Digital Assets held in the Secured Wallets, and shall not be required to make any enquiry regarding such matters.

The Custodians

The Custodians appointed to the Issuer are:

Komainu (Jersey) Limited, a private limited company incorporated under the laws of Jersey, Channel Islands (with registered number 127169) having its registered address at 3rd Floor, 2 Hill Street, St. Helier, Jersey, JE2 4UA, Channel Islands. The Custodian is regulated by the Jersey Financial Services Commission for the provision of custody and depositary services.

Zodia Custody Limited is a private company limited by shares and registered in England and Wales (Company Number 12418687) having its principal place of business in London, England. Zodia is an indirect subsidiary of Standard Chartered PLC. Zodia is a custodian wallet provider and is accordingly registered with the United Kingdom Financial Conduct Authority (the "**FCA**") with Firm Reference Number 928347 under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended) (the "**MLR**") in respect of its activities in cryptoassets. For clarity, Zodia's registration with the FCA as at the date of this Base Prospectus is in respect of obligations under the MLR only. Zodia does not have regulatory authorisation to carry out any regulated activity under the United Kingdom Financial Services and Markets Act 2000 (as amended).

Each Custodian is entitled to a fee, for its services under its respective Custody Agreement, based on the value of Digital Assets held in the Secured Wallets. Such fees will be paid by the Programme Manager out of the fee payable to it as described under the heading "Management Fee" in Part 1 (*General*).

As assets under custody increase, the Issuer may look to utilise additional custodians, in order to spread (de-risk) storage of the Issuer's assets (in the interests of the Issuer and Security Holders), and to demonstrate that partiality is not being shown to any one Custodian and to make the Digital Securities more attractive to potential investors and the market in general."

AMENDMENTS TO PART 8 (CUSTODIAN AND CUSTODY AGREEMENT)

The information in the section Part 8 (*Custodian and Custody Agreement*) shall be deleted in its entirety and be replaced with the following:

"THE CUSTODIANS AND THE CUSTODY AGREEMENTS

Digital Assets, which are the reference assets for the Digital Securities, represent both novel technologies as well as new asset classes. As a result, they may include risks that investors generally do not expect from other types of assets and commodities, including (but not limited to), risks relating to the loss of the underlying asset held by a Custodian. The recovery of such assets if lost due to hacking or fraud may be exacerbated by the lack of a central intermediary, the anonymity of Digital Asset accounts and the immutability of the decentralized databases (known as distributed ledgers) which record ownership. The Digital Securities and the underlying assets in respect of the Digital Securities should therefore be considered to be highly speculative and involve a high degree of risk, including the risk of a total loss of all capital invested. See further the section of this Base Prospectus entitled "Risk Factors".

The Issuer will store the Digital Assets in the proprietary custodial solutions offered by the Custodians: Komainu (Jersey) Limited and Zodia Custody Limited, respectively.

Each Custodian may make such insurance arrangements from time to time in connection with its custodial obligations to store such Digital Assets held in the Secured Wallets as it considers appropriate. The Custodians have no obligation to insure such Digital Asset against loss, theft or damage and the Issuer does not intend to insure against such risks. The Custodians shall be not responsible for all costs, fees and expenses in relation thereto.

The Trustee is not responsible for ensuring that adequate insurance arrangements have been made, or for insuring the Digital Asset held in the Secured Wallet and shall not be required to make any enquiry regarding such matters.

The Custodians have agreed to charge a fee for their services under the Custody Agreement based on the aggregate amount of Digital Assets held in the relevant Secured Wallets (with no minimum fee), calculated daily and payable monthly or quarterly in arrear.

The Custody Agreements have a fixed initial term of five (5) years (the **"Initial Term"**) provided that during such period either the Issuer or the Custodian may terminate the Agreement by 90 days' prior written notice in certain specified circumstances (or immediately in certain specified circumstances). Following the Initial Term, the Custody Agreement automatically renews for additional periods of one (1) year (each a **"Renewal Term"**) until terminated by either the Issuer or the Custodian by giving not less than 90 days' written notice provided that during any such Renewal Term either the Issuer or the Custodian may terminate the Agreement by giving notice with immediate effect in certain specified circumstances.

The Custodians

Komainu (Jersey) Limited is a private limited company incorporated under the laws of Jersey, Channel Islands (with registered number 127169) having its registered address at 3rd Floor, 2 Hill Street, St. Helier, Jersey, JE2 4UA, Channel Islands. Komainu (Jersey) Limited is regulated by the Jersey Financial Services Commission as a custodian and depositary under the Jersey Financial Services Law for the undertaking of 'custodian' and 'depositary' categories of 'funds services business'.

Zodia Custody Limited ("**Zodia**"), a private company limited by shares and registered in England and Wales (Company Number 12418687) having its principal place of business in London, England. Zodia is an indirect subsidiary of Standard Chartered PLC. Minority shareholders in Zodia include SBI Holdings, Inc. and Northern Trust Corporation. The core business of Zodia is to act as a custodian wallet provider, and in particular to (i) generate and safeguard private keys, and (ii) safeguard cryptoassets on behalf of its clients which are secured by the private keys. Zodia is custodian wallet provider and is accordingly registered with the United Kingdom Financial Conduct Authority (the **"FCA"**) with Firm Reference Number 928347 under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended) (the **"MLR"**) in respect of its activities in cryptoassets. For clarity, Zodia's registration with the FCA as at the date of this Base Prospectus is in respect of obligations under the MLR only. Zodia does not have regulatory authorisation to carry out any regulated activity under the United Kingdom Financial Services and Markets Act 2000 (as amended).

The Custody Agreements contain provisions limiting the liability of the Custodians and indemnities in favour of the Custodians in certain circumstances. Neither Custodian warrants the contents of this Prospectus, nor are they involved in the management, administration or net asset value calculation of the Digital Securities."

AMENDMENTS TO PART 10 (ADDITIONAL INFORMATION)

In the sub-section 3 (*Material Contracts*) starting on page 141 of the Base Prospectus, paragraph 3.3 shall be deleted in its entirety and replaced with the following:

"the Custody Agreement, between the Issuer, the Programme Manager, the Trustee, the Staking Agent and Komainu (Jersey) Limited dated 21 December 2020 (as amended), a summary of the principal terms of which is set out in Part 8 (*Custody and The Custody Agreement*);"

In the sub-section 3 (*Material Contracts*) starting on page 141 of the Base Prospectus, a new paragraph numbered as 3.4 shall be introduced with the following content and the numbering of the sequent paragraphs shall be re-numbered accordingly:

“the Custody Agreement, between the Issuer, the Programme Manager, the Trustee, the Staking Agent and Zodia Custody Limited dated on or about 28 August 2025 (as amended), a summary of the principal terms of which is set out in Part 8 (*Custody and The Custody Agreement*);”

AMENDMENTS TO THE SECTION “DIRECTORS, SECRETARY AND ADVISERS”

The sub-section “Custodian” on page 170 of the Base Prospectus shall be deleted in its entirety and be replaced with the following:

“Custodians

Komainu (Jersey) Limited
Third floor
2 Hill Street
St Helier
Jersey JE2 4UA
Channel Islands

Zodia Custody Limited
5th floor
Holland House
1-4 Bury Street
London EC3A 5AW
United Kingdom”

PART C

AMENDMENT TO “GENERAL DESCRIPTION OF THE PROGRAMME”

The sub-section “Administrator” on page 8 of the Base Prospectus shall be deleted in its entirety and be replaced with the following:

“Administrator IQ EQ (Jersey) Limited”

AMENDMENT TO PART 1 (GENERAL)

The first paragraph in the sub-section with the heading “Administration and Registrar Services” starting on page 40 of the Base Prospectus shall be deleted in its entirety and be replaced with the following:

“The Issuer has entered into the Administration Agreement with IQ EQ (Jersey) Limited (“**IQ EQ**”), whereby IQ EQ will perform certain administration duties for the Issuer (including acting as receiving agent).”

AMENDMENT TO PART 10 (ADDITIONAL INFORMATION)

In the sub-section 3 (*Material Contracts*) starting on page 141 of the Base Prospectus, paragraph 3.9 shall be deleted in its entirety and replaced with the following:

“the Administration Agreement dated 11 February 2025, whereby the Administrator will provide certain administration services to the Issuer. The Administration Agreement sets out the terms of the Administrator's appointment, the services to be performed on behalf of the Administrator in relation to the Issuer and certain termination events whereby the Administration Agreement will be terminated including either party providing 90 calendar days' written notice to the other party, where either party is declared bankrupt or goes into liquidation and where either party is in material breach of the Administration Agreement, amongst other scenarios. The Administration Agreement also sets out the liability of the Administrator to the Issuer and the associated liability cap; and;”

AMENDMENT TO THE SECTION “DEFINITIONS AND INTERPRETATION”

In the section with the heading “Definitions and Interpretation” starting on page 157 of the Base Prospectus, the definition of “Administration Agreement” shall be deleted and replaced by the following:

““Administration Agreement” means the Administration Services Agreement dated 11 February 2025 between IQ EQ (Jersey) Limited (the “**Administrator**”), the Issuer, CoinShares (Jersey) Limited and IQ EQ Fund Services (Jersey) Limited pursuant to which the Administrator provides certain administration, company secretarial and registrar services to be provided by the Administrator to the Issuer;”

AMENDMENT TO THE SECTION “DIRECTORS, SECRETARY AND ADVISERS”

The sub-section “Administrator of the Issuer” on page 170 of the Base Prospectus shall be deleted in its entirety and be replaced with the following:

“Administrator of the Issuer IQ EQ (Jersey) Limited

2nd Floor

Gaspé House

66-72 Esplanade

St. Helier

Jersey JE1 1GH

Channel Islands”
