

SUPPLEMENT NO. 1
dated 28 February 2022
to the Base Prospectus of
21Shares AG

The prospectus

This document constitutes a supplement to 21Shares AG's base prospectus approved and registered by the Swedish Financial Supervisory Authority (**SFSA**) on 24 November 2021 (SFSA reg. no. 21-27724) (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 21Shares AG 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 February 2022 (SFSA reg. no. 22-5191) and was published by the Issuer on said date.

Reason for this supplement

This supplement has been prepared for the following reason.

The Issuer has, with effect from 28 February 2022, transferred the index license as granted by MVIS from JPL (UK) to JP AG.

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 Products 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 Products, whichever occurs first.

Such investors can exercise their right of withdrawal pursuant to Article 23(2a) of the Prospectus Regulation (EU) 2017/1129 during the period from publication of this supplement up to and including **3 March 2022**. 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 Products in question should they wish to exercise the right of withdrawal.

AMENDMENTS TO THE "RISK FACTORS" SECTION

The risk factor "Conflict of Interests of the Issuer and Jura Pentium Limited" on page 14 of the Base Prospectus, shall be deleted and replaced with the following:

Conflict of Interests of the Issuer and Jura Pentium AG

While the Issuer does not act as the Product Calculation Agent or the Index Calculation Agent, the Issuer reserves the right to make significant changes to the terms and conditions of the Products, which may affect the value of the Products. In addition, the 21Shares Index is owned by Jura Pentium AG, which is under common control with the Issuer. The 21Shares Index methodology can be subject to significant changes, which may affect the value of the Products.

In accordance with the General Terms and Conditions, the Issuer shall be entitled to amend without the consent of the Investors any Condition or item in the relevant Final Terms for the purpose of (i) correcting a manifest error, or (ii) clarifying any uncertainty, or (iii) correcting or supplementing the provisions herein in such manner as the Issuer deems necessary or desirable, provided that the Investor does not incur significant financial loss as a consequence thereof. Furthermore, the Issuer shall at all times be entitled to amend any Condition or item in the relevant Final Terms where, and to the extent that the amendment is necessitated as a consequence of legislation, decisions by courts of law, or decisions taken by governmental authorities. No such changes will require Investor consent or approval.

In addition, the Investors are not party to the Product Documentation or the Transaction Documents. Accordingly, the Issuer may amend such documents without Investor consent or approval. Such changes may not be in the best interests of the Investors and may affect the value of the Products.

The Issuer and a number of parties associated with the Issuer, including, inter alia, members of the Issuer's board of directors, member of its management team, employees and shareholders of the Issuer hold and transact in, and may continue to hold and transact in, Underlyings, Underlying Components and underlying indices for their own accounts. Such persons are under no obligation to disclose such holdings or transactions at any time and may conduct such transactions at any time for any reason.

Risk rating: low.

AMENDMENTS TO THE "GENERAL TERMS AND CONDITIONS" SECTION

Under the heading "1. Definitions" on page 19 of the Base Prospectus, the definition of "Jura Pentium Servicing Entity" on page 23 shall be deleted and replaced with the following:

Jura Pentium Servicing Entity means Jura Pentium AG or any successor servicing entity.

AMENDMENTS TO THE "SUMMARY OF THE PARTIES AND THE STRUCTURE" SECTION

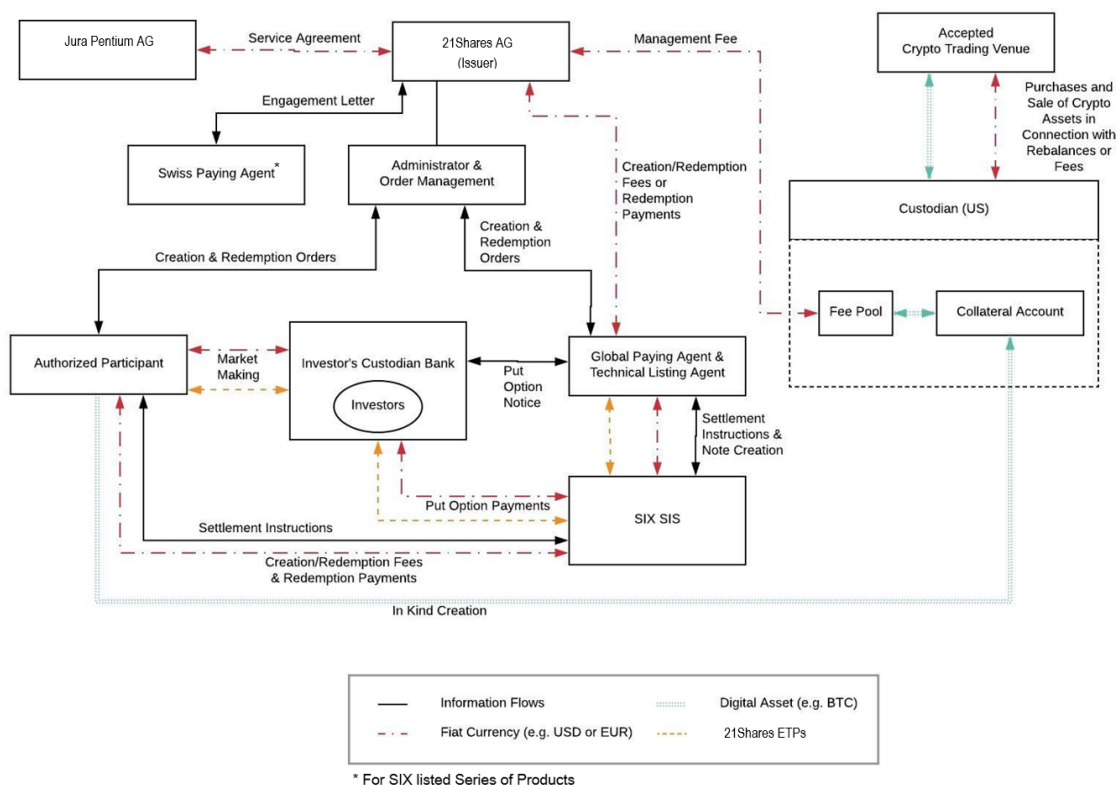
Under the heading "Principal Transaction Documents - Services Agreement with the Jura Pentium Servicing Entity" on page 57 et seq. of the Base Prospectus, the section shall be deleted in its entirety and replaced with the following:

Services Agreement with the Jura Pentium Servicing Entity

On or about 13 November 2018, the Issuer entered into a Services Agreement with the Jura Pentium Servicing Entity, pursuant to which the Issuer appoints the Jura Pentium Servicing Entity to be the servicer, in its name and on its behalf, and the Jura Pentium Servicing Entity agrees to provide or procure the provision of services (the **Services**) required by the Issuer in connection with its establishment of the

Programme and the issuance, marketing, creation and redemption of Products thereunder, as well as the performance of its obligations under the Transaction Documents and any other such services as the Issuer and the Jura Pentium Servicing Entity may agree from time-to-time. In consideration for the Jura Pentium Servicing Entity's provision of the Services, the Services Agreement provides that the Issuer shall pay to the Jura Pentium Servicing Entity a service fee. The Services Agreement is governed by the laws of England and Wales. With effect as of 28 February 2022, Jura Pentium AG replaced Jura Pentium Limited as the Jura Pentium Servicing Entity. The relevant Services Agreement is dated 28 February 2022 and ensures the provision of Services required by the Issuer in connection with its establishment of the Programme and the issuance, listing, marketing, creation and redemption of Products thereunder, as well as the performance of the Issuer's obligations under the Transaction Documents and any other such services as the Issuer and the Jura Pentium Servicing Entity may agree from time-to-time. The new Services Agreement is governed by the laws of Switzerland.

Under the heading "Flow of Funds" on page 61 of the Base Prospectus, the table shall be deleted and replaced with the following:



AMENDMENTS TO THE "PROGRAMME INDICES" SECTION

Under the heading "PROGRAMME INDICES" on page 78 of the Base Prospectus, the introduction paragraph and the section headed "The 21Shares Index" shall be deleted and replaced with the following:

The information in this section (Programme Indices) consists only of information provided to the Issuer by Jura Pentium AG and MVIS. The Issuer accepts responsibility for the accurate reproduction of such information. As far as the Issuer is aware and is able to ascertain from information published by Jura Pentium AG and MVIS, no facts have been omitted which would render such reproduced information inaccurate or misleading. The information below is subject to change. The current index guide at any time will be available

on <https://www.mvis-indices.com/indices/digital-assets> or <https://21shares.com/ir#index-guide>. No information from the Issuer's website or any other website listed herein is incorporated by reference into this Base Prospectus. For the purposes of this section (Programme Indices) only, the term "calculation agent" means CryptoCompare (as defined below) or any other calculation agent appointed by MVIS.

The 21Shares Index

The aim of the 21Shares Crypto Basket Index (**21CB, HODL 5** or the **21Shares Index**) is to track the financial performance of the top and most liquid crypto-assets, as well as to provide a professional benchmark for the broader Crypto Asset class. Due to the fact that the crypto market is relatively new, the health of the 21Shares Index will be evaluated on an ongoing basis every quarter by the 21Shares Index Committee.

The 21Shares Index is owned by Jura Pentium AG. Jura Pentium AG has selected an index administrator, MV Index Solutions GmbH (**MVIS**) to maintain the 21Shares Index. MVIS is a third party service provider and is not related to the Issuer or Jura Pentium AG. MVIS is the administrator of the 21Shares Index for the purposes of the Regulation (EU) 2016/1011 of the European Parliament and of the Council on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (Benchmark Regulation). MVIS is included in the register referred to in Article 36 of the Benchmark Regulation and consequently the 21Shares Index is provided by an administrator included in said register.

The 21Shares Index is calculated with the constituent prices converted to U.S. Dollars, on a daily basis between 00:00 and 24:00 (CET/CEST seasonally). Dissemination is in conducted in U.S. Dollars. Real-time index values are calculated with the latest available CCCAGG Price Index prices each 15 seconds. The closing values are calculated at 17:00:00 CET/CEST with fixed 17:00 CET/CEST exchange rates.

The 21Shares Index has the following identifiers:

Index Type	ISIN	SEDOL	WKN	Bloomberg	Reuters
Price Return Index	DE000SLA6E78	BGMJ4K4	BGMJ4K4	HODL5	HODL5

The 21Shares Index was launched on 6 September 2018, with a base index value of 100.00 as at 31 December 2016.

AMENDMENTS TO THE "APPENDIX I - GLOSSARY OF FREQUENTLY USED DEFINED TERMS" SECTION

Under the heading " APPENDIX I - GLOSSARY OF FREQUENTLY USED DEFINED TERMS " on page 99 ff. of the Base Prospectus, the definitions of "ACB or HODL 5 or the 21Shares Index" (p. 99), "Jura Pentium Servicing Entity" (p. 101), and "Servicing Agreement" (p. 102) shall be deleted and replaced with the following:

21CB or HODL 5 or the **21Shares Index** means the 21Shares Index owned by Jura Pentium AG.

Jura Pentium Servicing Entity means Jura Pentium AG.

Servicing Agreement means the servicing agreement entered into between the Issuer and the Jura Pentium Servicing Entity dated 28 February 2022.