ACCOUNT CONTROL AGREEMENT

This Account Control Agreement (this "Agreement") dated as of 10 February 2022 (the "Issue Date") is entered into by and among The Law Debenture Trust Corporation p.l.c., 8th Floor, 100 Bishopsgate, London EC2N 4AG, United Kingdom, in its role as security trustee (the "Security Trustee") of and for the benefit of the bondholders of the bonds with the ISIN XS2434891219 (the "Bonds"), Fidelity Exchange Traded Products GmbH, a limited liability company organised under the laws of the Federal Republic of Germany, having its corporate seat at Hohe Bleichen 18, 20354 Hamburg, Germany, which is registered in the commercial register of the local court of Hamburg under number HRB 168990 (the "Issuer"), and Fidelity Digital Asset Services, LLC, 650 Fifth Ave, 5th Floor, New York, NY 10019 (the "Securities Intermediary").

WHEREAS, the Issuer has published a base prospectus dated 27 January 2022 (as amended and supplemented from time to time, the "Base Prospectus") qualifying the future issue of bonds which are issuable in series, as described in the Base Prospectus. This Agreement relates to Bonds (bearing the name, the primary ticker symbol and the other features described in Annex C). The Bonds are expected to be issued in the form of a global note with the terms and conditions (the "Terms and Conditions", which for avoidance of doubt relate to the Specific Series) attached thereto. The Issuer has engaged the Security Trustee to serve as security trustee for the benefit of the holders of the Bonds (the "Bondholders"), the joint representative of the Bondholders (the "Bondholders's Representative") (if appointed) and the Security Trustee, as such beneficiaries, the "Secured Creditors") pursuant to a security trust agreement entered into between the Issuer and the Security Trustee on or around the Issue Date (as amended, the "Security Trust Agreement");

WHEREAS, certain payment obligations of the Issuer under the Bonds and the Security Trust Agreement are secured by a first priority security interest in units of Bitcoin, a cryptocurrency and worldwide payment system, released as an open source software in 2009 the "Underlying Cryptocurrency") owned by the Issuer, and such additional assets as may be derived therefrom (such additional assets together with units of the Underlying Cryptocurrency, the "Collateral"), which security interest is created and granted to the Security Trustee pursuant to the terms of a Cryptocurrency Security Agreement entered into between the Issuer and the Security Trustee (as amended, the "Cryptocurrency Security Agreement"), as well as the Security Trust Agreement;

WHEREAS, pursuant to a custodial services agreement between the Securities Intermediary and the Issuer (as amended, the "Custodial Services Agreement"), the Securities Intermediary acts as custodian for the Issuer and has established (i) one or more separate, segregated cash accounts and (ii) one or more custody accounts for the receipt, safekeeping and maintenance of the Underlying Cryptocurrency, which will be held through an omnibus wallet structure along any other digital assets, in each case in the name of the Issuer as the entitlement holder into which the Issuer has deposited and will continue to deposit the Collateral (each such account subject to the Custodial Services Agreement, whether there is only one or whether there is more than one such account, for all purposes under this Agreement, shall be referred to on a collective and combined basis as the "Control Account"); and

WHEREAS, the Security Trustee, the Issuer and the Securities Intermediary are entering into this Agreement to provide for the control of the Collateral in the Control Account and to perfect the security interest of the Security Trustee in such Collateral including any and all funds, deposits or assets, including the Underlying Cryptocurrency, from time to time credited thereto and remaining therein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good

and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto (the "**Parties**") agree as follows:

1. **Definitions.**

- (a) "Administrator" means Brown Brothers Harriman Fund Administration Services (Ireland) Limited and any replacement to such party in the role of Administrator, which replacement shall be approved by the Issuer and the Security Trustee and may be identified by notice to the Securities Intermediary together with updated Authorised User Forms as set forth in the definition of "Signed by the Administrator".
- (b) "Authorized User Forms" means the forms used by the Securities Intermediary from time to time to confirm the identities and details of the Authorized Persons of the Administrator as described in the definition of "Signed by the Administrator".
- (c) "**Instruction**" means a communication received by Securities Intermediary through an on-line communication system, by e-mail, or other method or system, as specified by Securities Intermediary from time to time as available for use in connection with the services hereunder.
- (d) "Notice of Exclusive Control" means a written notice substantially in the form of Annex A, which written notice shall be Signed by the Security Trustee, confirming to the Securities Intermediary that the Security Trustee is, as of the time of receipt of such written notice by the Securities Intermediary, exercising its rights pursuant to the terms of this Agreement, the Cryptocurrency Security Agreement and the Terms and Conditions to exercise sole and exclusive control over the Control Account.
- (e) "Obligations" has the meaning set forth in the Cryptocurrency Security Agreement.
- (f) "Signed by the Administrator" means that a written notice or other written instrument is signed electronically by one or more of the persons selected by the Administrator and identified on Authorized User Forms submitted to the Securities Intermediary (each, an "Authorized Person" of the Administrator), subject to the satisfaction of the Securities Intermediary in accordance with Section 5 hereof.
- (g) "Signed by the Security Trustee" means that a written notice or other written instrument is signed by two or more of the persons listed on <u>Annex B</u> (each, an "Authorized Person" of the Security Trustee), subject to the satisfaction of the Securities Intermediary as to authenticity of signatures in accordance with <u>Section 5</u>. The list of Authorized Persons on <u>Annex B</u> may be updated by the Security Trustee delivering to the Securities Intermediary an updated <u>Annex B</u>.
- 2. Maintenance of the Control Account; Compensation. The Control Account shall be titled in the name of the Issuer as the entitlement holder and shall identify the Security Trustee as the pledgee and secured party thereof. All property delivered to the Securities Intermediary by or on behalf of the Issuer will be promptly credited to the Control Account by the Securities Intermediary in accordance with the terms of the Custodial Services Agreement. The Securities Intermediary shall maintain the Control Account in accordance with the terms of the Custodial Services Agreement to the extent such terms do not conflict with the terms of this Agreement, and to the extent that any such terms do conflict, the terms of this Agreement shall govern and shall over-ride the terms of the Custodial Services Agreement. The Securities Intermediary will be compensated by the Issuer for services rendered hereunder in accordance with the Custodial Services Agreement.

3. Control; Priority of Lien.

(a) This Agreement serves to effect the Security Trustee's control over the Control Account,

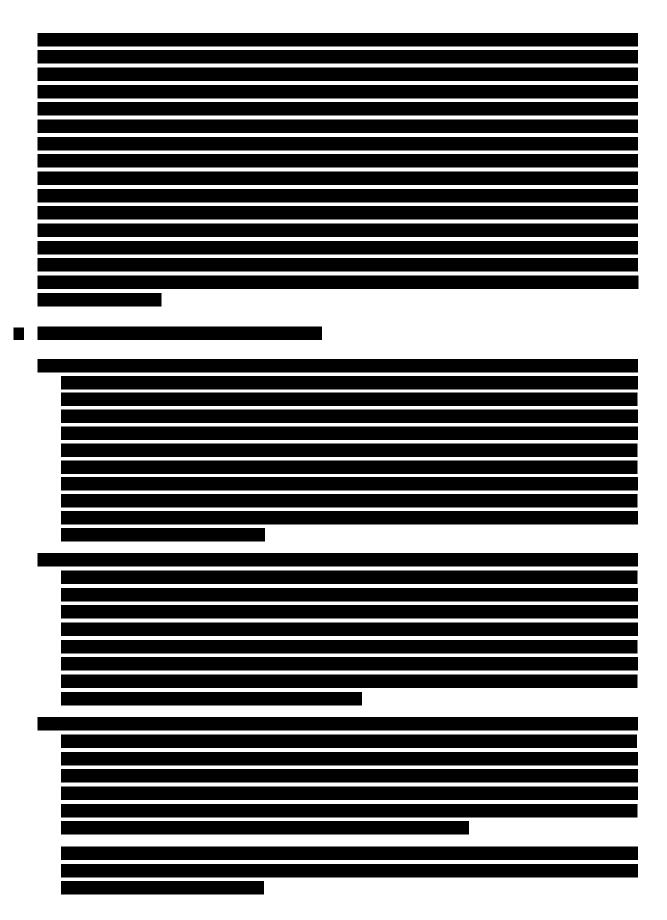
including all assets credited to the Control Account from time to time for purposes of perfecting the Security Trustee's security interest in the Control Account, including all assets held in or credited to the Control Account from time to time, pursuant to Article 8 of the Uniform Commercial Code as in effect in any state having jurisdiction (the "UCC"). The Securities Intermediary hereby acknowledges that it has been advised of the Issuer's grant to the Security Trustee of a security interest in the Control Account, including all assets held in or credited to the Control Account from time to time. The Securities Intermediary will comply with the Instructions originated by the Security Trustee concerning the Control Account without further consent by the Issuer, as further set out in (c) and (d) below. The Securities Intermediary makes no representation or warranty with respect to the creation or enforceability of any security interest in the Collateral.

(b)			

- After the Securities Intermediary has received a Notice of Exclusive Control delivered by the (d) Security Trustee, the Securities Intermediary agrees that (unless and until such Notice of Exclusive Control has been revoked or rescinded by the Security Trustee) the Securities Intermediary will thereafter act solely on Instructions originated by the Security Trustee regarding the Collateral in the Control Account, including with respect to the withdrawal of the Collateral from the Control Account, notwithstanding the authority of the Issuer to deliver instructions in respect of the Control Account under the Custodial Services Agreement (provided that such instructions are Signed by the Administrator). The foregoing notwithstanding, but without prejudice to Clause 18 (Security Trustee Entitled to Benefit of Security Trust Agreement), during the period of 30 days immediately following the date on which the Securities Intermediary receives a Notice of Exclusive Control delivered by the Security Trustee, the Issuer may contest the existence of an Event of Default by appeal to the Bondholders' Representative. During such period, in the absence of the Security Trustee revoking the Notice of Exclusive Control, no withdrawal of the Collateral from the Control Account shall be permitted except pursuant to a request for withdrawal that is both Signed by the Security Trustee and signed by the Issuer.
- (e) Without limitation of the provisions set forth in this Agreement, the Security Trustee agrees that it will not deliver a Notice of Exclusive Control unless an Event of Default (as defined in

the Cryptocurrency Security Agreement) has occurred and is continuing (provided that, if the Security Trustee is notified of the occurrence of an Event of Default in accordance with the Security Trust Agreement, it shall be entitled to assume that such Event of Default is continuing until notified in writing to the contrary, and it shall not be required to investigate, monitor or participate in any contest or consultation as to the existence of such Event of Default between the Issuer, the Bondholders' Representative and any other party). The foregoing sentence is solely for the benefit of the Issuer and will not be deemed to constitute a limitation on the Security Trustee's rights hereunder, including (as between the Securities Intermediary and the Security Trustee) the Security Trustee's right to deliver a Notice of Exclusive Control. In the event that the Security Trustee delivers a Notice of Exclusive Control, it will, following the payment in full of the Obligations, return any excess Collateral to the Issuer's control, as instructed by the Issuer.

- (f) The Securities Intermediary shall have no obligation or responsibility to review any attachments to the Notice of Exclusive Control or any other notice from the Security Trustee in connection with this Section 3 or verify that any statement or other information contained in any such notice is true and correct. Delivery of such Notice of Exclusive Control shall constitute confirmation by the Security Trustee that Securities Intermediary's compliance therewith and with any other Instructions given by the Security Trustee does not violate this Agreement or any other agreement between the Issuer and the Security Trustee.
- (g) The Securities Intermediary hereby agrees to subordinate to the security interest granted to the Security Trustee by the Issuer all liens (including, for the avoidance of doubt, any lien it may have as a result of, or arising out of, extensions of credit in the form of advances to the Issuer under the Custodial Services Agreement), encumbrances, claims and rights of setoff or recoupment it may have now or hereafter acquire against the Control Account or any asset carried in the Control Account or any free credit balance in the Control Account and agrees that it will not assert any such lien, encumbrance, claim or right against the Control Account or any asset carried in the Control Account or any credit balance in the Control Account until the satisfaction of all of the Issuer's obligations to the Secured Creditors.
- (h) Except for the claims and interests of the Security Trustee and the Issuer, the Securities Intermediary does not know of any claim to, or interest in, the Control Account or any asset credited thereto. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, attachment, execution or similar process) against the Control Account or any asset credited thereto, the Securities Intermediary will promptly notify the other Parties thereof.
- (i) The Securities Intermediary represents and warrants that it has not entered into, and until the termination of this Agreement will not enter into, any agreement with any other person or entity not party hereto relating to the Collateral or the Control Account under which it has agreed to comply with Instructions of such other person or entity. Neither the Issuer nor the Securities Intermediary will grant to any third party any lien, hypothecation, encumbrance, claim or right against the Collateral or the Control Account. This Agreement is the legal, valid and binding obligation of the parties hereto, enforceable against each such party in accordance with its terms.
- 4. **Receipt of Proceeds.** Upon receipt of any interest or dividends in cash, or any other asset that constitutes proceeds with respect to Collateral, the Securities Intermediary will credit such proceeds to the Control Account in accordance with the terms of the Custodial Services Agreement.
- 5. **Reliance on Instructions.** The Securities Intermediary will be entitled to rely on any Instructions that



- (e) The Securities Intermediary hereby confirms that the Control Account will be established as set forth in <u>Section 2</u> and will be maintained in the manner set forth in the Custodial Services Agreement. The Securities Intermediary will not change the name of the Control Account without the prior written consent of the Parties.
- 7. **Statements; Other Communications.** Any communications required or permitted under this Agreement will be sent to the addresses set forth below (whereby, generally and unless specified otherwise, communications via email are sufficient):

If to the **Securities Intermediary**, to:

Fidelity Digital Asset Services, LLC 245 Summer Street Boston, MA 02210 United States of America

If to the **Security Trustee**, to:

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

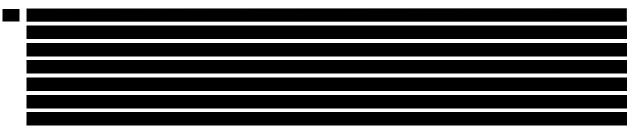
If to the **Issuer**, to:

Fidelity Exchange Traded Products GmbH Hohe Bleichen 18 20354 Hamburg Germany

- 8. **Amendment; Assignment.** No amendment or modification of this Agreement will be effective unless it is in writing and signed by each of the Parties. This Agreement may not be assigned by the Issuer or the Securities Intermediary without the prior written consent of the other Parties. The Parties hereby give their consent for the assignment of all rights and obligations of the Security Trustee to any successor security trustee appointed pursuant to the Security Trust Agreement (the "Successor Security Trustee"), and the Parties, including without limitation the Security Trustee, shall execute any document necessary to assign the rights and obligations of the Security Trustee to the Successor Security Trustee.
- 9. **Termination.** This Agreement shall continue in effect until the Issuer has notified the Securities Intermediary that (i) this Agreement is to be terminated or (ii) the Obligations have been satisfied in full. The Issuer agrees promptly to notify the Securities Intermediary in writing of the full satisfaction of the Obligations. Upon receipt by the Securities Intermediary of such notice, the Security Trustee shall have no further right to originate Instructions concerning the Control Account and the Issuer shall be entitled to originate Instructions concerning the Control Account for any purpose and without limitation except as may be provided in the Custodial Services Agreement.

This Agreement may also be terminated following 90 days' prior notice in writing by any Party to the other Parties; provided, however, that the status of the security interest in any Collateral pledged to the Security Trustee at the time of such notice shall not be affected by such termination until the release of such security interest pursuant to the terms of the Cryptocurrency Security Agreement. In the event of a termination of this Agreement prior to the termination of the Security Trustee's security interest in the Collateral and the Control Account, all assets of the Issuer held in the Control Account shall be transferred out of the Control Account to a successor custodian specified by the Issuer. In the event no successor is agreed upon at the end of the 90-day period, the Securities Intermediary shall be entitled to petition a court of competent jurisdiction to appoint a successor custodian and shall be indemnified by the Issuer for any documented, reasonable costs and expenses relating thereto.

- 10. **Force Majeure**. No Party shall be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control which causes the closing of one or more offices of the Securities Intermediary responsible for the servicing of the terms of this Agreement, including without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots or acts of civil or military authority; or acts of terrorism. Also included in the definition of Force Majeure are interruptions, loss or malfunctions of utilities or third party communications services during the pendency thereof.
- 11. **Governing Law**. This Agreement is solely and exclusively governed, construed and enforced in accordance with the laws of the State of New York, without giving effect to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.
- 12. **Jurisdiction**. The Parties submit to personal jurisdiction in the federal and state courts located in the State of New York, and further agree that any and all claims and controversies arising out of this Agreement that cannot be amicably resolved by the Parties shall be brought solely and exclusively in a court in the State of New York.
- 13. **Venue**. Each Party hereto waives any objection it may have at any time, to the laying of venue of any actions or proceedings brought in an inconvenient forum and further waives the rights to object that such court does not have jurisdiction over such Parties.
- 14. **Negotiated Agreement**. Each Party acknowledges that it has had the opportunity to negotiate the terms of this Agreement, including the foregoing governing law and jurisdiction provisions, and that it has freely contracted to bind itself to such provisions.
- 15. **No Implied Duties**. The Securities Intermediary shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement, and no covenant or obligation shall be implied against the Securities Intermediary in connection with this Agreement except with respect to the services agreed to be provided by the Securities Intermediary under this Agreement. The Securities Intermediary shall not be subject to, nor required to comply with, any other agreement to which the Security Trustee or the Issuer is a party.



- 17. **No Responsibility Concerning Terms and Conditions**. The Parties agree that, notwithstanding references to the Terms and Conditions in this Agreement, the Securities Intermediary has no interest in, and no duty, responsibility or obligation with respect to, the Terms and Conditions (including without limitation, no duty, responsibility or obligation to monitor each party's respective compliance with the Terms and Conditions or to know the terms of the Terms and Conditions) or any other agreement governing the Bonds to which it is not a party.
- 18. Security Trustee Entitled to Benefit of Security Trust Agreement. The Parties acknowledge and agree that the Security Trustee is party to this Agreement solely for the better enforcement and preservation of its rights as Security Trustee and of the security granted in its favour pursuant to the Loan Documents (as such term is defined in the Cryptocurrency Security Agreement). Notwithstanding anything else in this Agreement or in any other Loan Document, in acting hereunder, the Security Trustee will act on instructions in accordance with the Security Trust Agreement and with the benefit of the entitlements and protections set out in the Security Trust Agreement, including rights to indemnification and remuneration, as if set out in full herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers or duly authorized representatives as of the Issue Date. This Agreement may be executed in one or more counterparts, all of which shall constitute but one and the same instrument.

ISSUER:

Fidelity Exchange Traded Products GmbH

 IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers or duly authorized representatives as of the Issue Date. This Agreement may be executed in one or more counterparts, all of which shall constitute but one and the same instrument.

SECURITY TRUSTEE:

The Law Debenture Trust Corporation	p.l.c.,
As Security Trustee	
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By:	
Name:	
Title:	

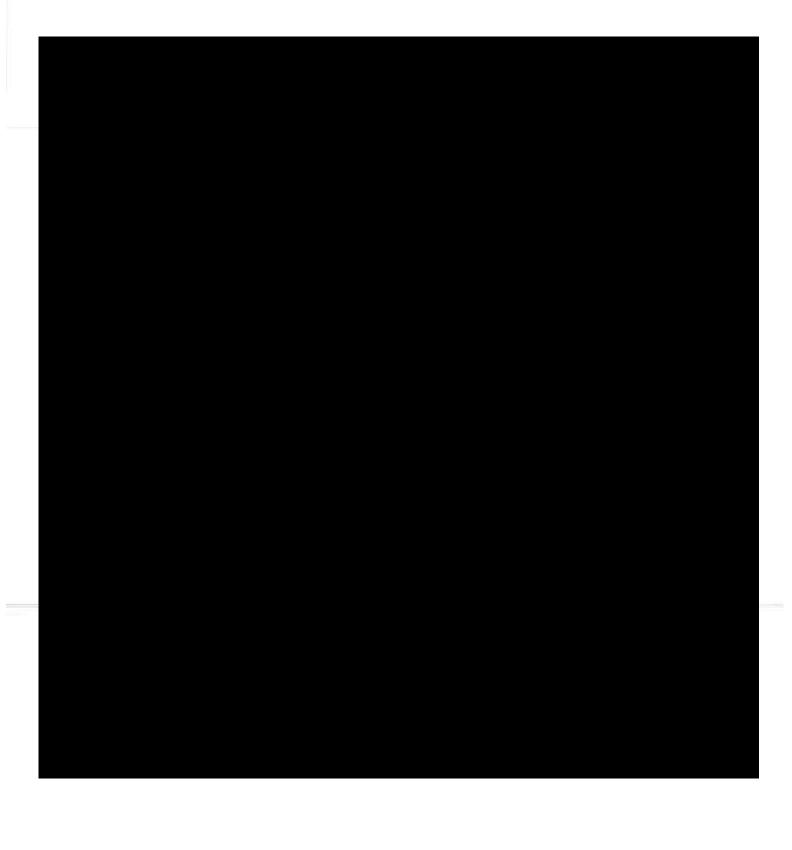
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SECURITIES INTERMEDIARY:

Fidelity Digital Asset Services, LLC

By:			
Name Title:		 	
11110.		 	





ANNEX C

INFORMATION RELATING TO THE BONDS

Issue Date of the Bonds:	10 February 2022
Name of the Bonds:	Fidelity Physical Bitcoin ETP
Ticker Symbol of the Bonds:	FBTC
ISIN of the Bonds:	XS2434891219
Control Account Identifier(s) for the	ESFET00200000
Bonds:	