

Supplemental Base Prospectus dated 17 February 2026

Global X Digital Assets Issuer Limited

(Incorporated and registered in Jersey under the Companies (Jersey) Law 1991 (as amended), with registered number 139150)

LEI: 254900GFVKWOIHOFGO32

CRYPTO ETP PROGRAMME

This supplemental base prospectus (the “**Supplement**”) is prepared in respect of a base prospectus dated 5 June 2025 (the “**Base Prospectus**”) in connection with the issue and listing of undated, limited recourse, non-interest bearing exchange traded debt securities (the “**Securities**”) by the Issuer pursuant to its Crypto ETP Programme (the “**Programme**”). Terms defined in the Base Prospectus have the same meaning when used in this Supplement. This Supplement is supplemental to, and should be read in conjunction with, the Base Prospectus.

This Supplement constitutes a supplementary prospectus for the purposes of Article 23 of Regulation (EU) 2017/1129 as it forms part of “assimilated law” as defined in the European Union (Withdrawal) Act 2018 (as amended or supplemented from time to time) (the “**UK Prospectus Regulation**”). The purpose of this Supplement is to supplement the Base Prospectus in relation to the change of Custodian.

Coinbase Custody International Limited (“**Coinbase Ireland**”) was initially appointed as Custodian with respect to the Securities. In order to comply with Regulation (EU) 2023/1114 on markets in crypto-assets (as amended), Coinbase Ireland has transferred and assigned all of its rights and obligations under the custodial services agreement dated 23 February 2022 between, among others, the Issuer and Coinbase Ireland to Coinbase Luxembourg S.A. (“**Coinbase Luxembourg**”) and has made consequential amendments pursuant to a transfer and amendment agreement (the “**Coinbase Transfer**”).

In connection with the appointment of Coinbase Luxembourg by the Issuer to act as Custodian with respect to the Securities, the Issuer has granted a Luxembourg law governed pledge in respect of all assets, rights, claims and distributions of the Issuer under the relevant Custody Accounts held by Coinbase Luxembourg in favour of the Trustee, acting in its own name and for the benefit of itself and the other Secured Creditors in respect of each Series, pursuant to the Luxembourg law governed pledge agreement.

This Supplement has been approved by the FCA (the “**FCA**”) on 17 February 2026 in accordance with the UK Prospectus Regulation. The FCA only approves the Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the quality of the Securities.

The Issuer accepts responsibility for the information contained in this Supplement and declares that to the best of its knowledge, the information contained in this Supplement is in accordance with the facts and that this Supplement makes no omission likely to affect its import.

With effect from the date of this Supplement, the Base Prospectus shall be supplemented in the manner described in this Supplement and each reference in the Base Prospectus to “Base Prospectus” shall be read and construed as a reference to the Base Prospectus as amended and supplemented by this Supplement.

To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the Base Prospectus by this Supplement and (b) any other statement in or incorporated by reference in the Base Prospectus, the statements referred to in (a) shall prevail.

Save as disclosed in this Supplement there has been no significant new factor, material mistake or inaccuracy relating to the information included in the Base Prospectus.

Any person who has agreed with the Issuer or an Authorised Offeror to buy or subscribe for Securities prior to the publication of this Supplement may, in accordance with Article 23.2 of the UK Prospectus Regulation, withdraw their acceptance before the end of two working days beginning with the first working date after the date of publication of this Supplement.

Accordingly any such person wishing to exercise the withdrawal rights contained in Article 23.2 of the UK Prospectus Regulation must do so by lodging a written notice of withdrawal with the Issuer or the appropriate Authorised Offeror (as the case may be) at their registered office or principal place of business during normal business hours (or by any other means as may be agreed with the Issuer or the appropriate Authorised Offeror (as the case may be)) so as to be received no later than on 19 February 2026. Notice of withdrawal which is deposited or received after such date will not constitute a valid withdrawal.

SUPPLEMENT TO THE BASE PROSPECTUS

1. The wording “Coinbase Custody International Limited” in the line item titled “*Custodian*” in the section titled “*General Description of the Programme*” set out on page 2 of the Base Prospectus shall be deleted and replaced with “Coinbase Luxembourg S.A.”.
2. The following additional risk factors shall be added to the section titled “*Risk Factors*” immediately after risk factor 3.10 (*Securityholders are responsible for Trustee indemnity and funding of Trustee enforcement action*) on page 20 of the Base Prospectus:

“3.11

Perfection and priority of the Luxembourg Account Pledge Agreement

Under Luxembourg law, the enforceability and ranking of a pledge over financial collateral requires compliance with the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended (the “Collateral Law”). While the relevant perfection formalities (including notice to and acknowledgment by the account bank/custodian, appropriate identification of the pledged assets and accounts, internal tagging/flagging, and implementation of contractual waivers of set off, banker’s lien and retention rights) are intentionally streamlined under the Collateral Law, the scope and identification of pledged assets and accounts, account-bank acknowledgments, internal flags, collection mechanics, and any contractual waivers of set-off must be properly implemented. Until all perfection steps are completed for each new Custody Account in Luxembourg (and, where applicable, related sub-accounts or securities accounts), there is a risk that the pledge is not fully effective against third parties or that its priority could be challenged. If such risks materialise, Securityholders may receive less than the amounts they expect, and may experience delays or reductions in enforcement proceeds.

The effectiveness of set-off waivers and no-lien provisions vis-à-vis the Custodian in Luxembourg and account banks depends on proper contractual implementation and, where relevant, acknowledgment. If waivers are not obtained or are limited, assets standing to the credit of the relevant Custody Accounts in Luxembourg could be subject to set-off or banker’s lien, reducing the available Underlying Cryptoassets. This may adversely affect enforcement recoveries and could result in Securityholders incurring a financial loss.

Risk Rating: Medium

3.12

Enforcement mechanics and valuation outcomes in connection with the Luxembourg Account Pledge Agreement

On an Event of Default, enforcement under the Collateral Law may occur by contractually agreed methods (e.g., appropriation or private sale) without court intervention, subject to the agreed valuation methodology. While this framework is designed for speed and certainty, enforcement may occur during market stress, potentially resulting in lower realisation values than would be achieved in a more prolonged disposal. If the valuation mechanics or collateral descriptions are challenged (including by other creditors), recoveries could be delayed or reduced. Consequently, Securityholders may receive less than the amount they expect upon enforcement, and may suffer a partial or total loss of their investment, depending on prevailing market conditions at the time of enforcement.

Risk Rating: Medium

Risk of incomplete releases and residual liens at legacy custodians

The Issuer has transferred its existing custody arrangements to the Custodian located in Luxembourg, which will hold the relevant Custody Accounts to be pledged in favour of the Secured Creditors under the applicable Luxembourg Account Pledge Agreement. As part of this process, a number of operational and legal steps may be required to ensure the full effectiveness of such transfer, including (i) the release of any rights or interests held by prior custodians or account banks, (ii) the assumption of custody arrangements by the Luxembourg Custodian, and (iii) the proper perfection of the relevant Luxembourg law governed pledge. Completion of these steps may depend on the effectiveness of any releases, waivers or acknowledgments required to eliminate liens, banker's or custodian's rights, charges, set off or retention rights previously held by legacy custodians or account banks. Where any such releases are delayed, defective or conditional, residual rights or interests may survive the transfer or novation of custody arrangements, in whole or in part. Any surviving rights or encumbrances may adversely affect the Secured Property, including by impeding transfers, settlements or enforcement in respect of the Custody Accounts. If an enforcement action occurs before all such rights or encumbrances have been fully released, recoveries for Securityholders may be reduced due to the existence of prior or competing interests. As a result, Securityholders may receive materially less than the amounts they expect or suffer losses on their investment.

Risk Rating: Medium".

3. The fifth paragraph in risk factor 7.1 (*The Issuer's ability to meet its obligations under the Securities may depend upon the Custodian's ability to perform its obligations*) on page 34 of the Base Prospectus shall be deemed to be deleted in its entirety and replaced with the following:

"As at the date of this Base Prospectus, Coinbase Luxembourg S.A., a Luxembourg limited liability company, acts as Custodian with respect to Securities issued under the Programme. As a part of the Coinbase group, which includes Coinbase, Inc. and Coinbase Global, Inc. (both incorporated in the state of Delaware, United States), it serves as a European entity of the Coinbase group for the handling of cryptoassets."

4. The seventh paragraph in risk factor 7.1 (*The Issuer's ability to meet its obligations under the Securities may depend upon the Custodian's ability to perform its obligations*) on page 34 of the Base Prospectus shall be deemed to be deleted in its entirety and replaced with the following.

"Coinbase Luxembourg S.A is authorised and regulated as a crypto-asset service provider by the Luxembourg Commission de Surveillance du Secteur Financier ("CSSF") under the number N00000004 and registered with the Luxembourg Trade and Companies Register under register number B292147, VAT number LU36476644. To the Issuer's knowledge, as of the date of this Base Prospectus, it is not currently subject to any investigations or enforcement actions by regulators and governmental authorities."

5. References to "Coinbase Custody International Limited" under the line item titled "Responsibility" in the section titled "Important Information" set out on page 39 of the Base Prospectus shall be deemed to be deleted in their entirety and replaced with "Coinbase Luxembourg S.A."
6. The following additional paragraph shall be added immediately after the paragraph titled "Trust Deed (including the Constituting Document)" in the subsection titled "Trust and agency documents" in the section titled "Programme Structure" on page 64 of the Base Prospectus:

“Luxembourg Account Pledge Agreement

*The Luxembourg law governed pledge agreement (the “**Luxembourg Account Pledge Agreement**”) entered into between the Issuer and the Trustee contains the provisions relating to the creation of a Luxembourg law governed pledge. The Luxembourg law governed pledge is granted by the Issuer in favour of the Trustee, acting in its own name and for the benefit of itself and the other Secured Creditors for the relevant Series of Securities, with respect to all assets, rights, claims and distributions of the Issuer under the relevant Custody Account held by the Custodian in Luxembourg.”.*

7. The first sub-section under the heading “Custodian” in the section titled “Custody Arrangements” on page 152 of the Base Prospectus shall be deemed to be deleted in its entirety and replaced with the following:

*“Coinbase Luxembourg S.A. (the “**Custodian**”) is a public limited liability company (société anonyme) registered with the Luxembourg Trade and Companies Register under register number B292147. The registered office of the Custodian is 5, Place de la Gare, Luxembourg L-1616.*

The Custodian serves as a European entity of the Coinbase group for the handling of cryptoassets.

Coinbase Luxembourg S.A. provides custodial services to institutional customers and acts as custodian to the Issuer by holding the relevant Underlying Cryptoassets in respect of the Securities on behalf of the Issuer.

As at the date of this Base Prospectus, Coinbase Luxembourg S.A. is subject to anti-money laundering regulation in Luxembourg.

So long as the relevant Series of Securities are outstanding and listed on the LSE Market, any custodian appointed by the Issuer in respect of the relevant Underlying Cryptoassets will be subject to anti-money laundering regulation in the United Kingdom, European Union (or European Economic Area, where equivalent laws apply), Jersey, Switzerland or United States.”.

8. The following additional paragraph shall be added immediately after the only paragraph under the heading “Custody Agreement” in the section titled “Custody Arrangements” on page 152 of the Base Prospectus:

*“Coinbase Custody International Limited (“**Coinbase Ireland**”) was initially appointed as the Custodian with respect to each Series of Securities. In order to comply with Regulation (EU) 2023/1114 on markets in crypto-assets (as amended), Coinbase Ireland transferred and assigned all of its rights and obligations under the custodial services agreement dated 23 February 2022 between, among others, the Issuer and Coinbase Ireland to Coinbase Luxembourg S.A. pursuant to a transfer and amendment agreement.*

In connection with the appointment of Coinbase Luxembourg S.A. to act as Custodian with respect to each Series of Securities, the Issuer has entered into a Luxembourg Account Pledge Agreement in respect of each Series of Securities. See the section headed “Security Arrangements” for further information.”.

9. The first paragraph under the section titled “Security Arrangements” on page 154 of the Base Prospectus shall be deemed to be deleted in its entirety and replaced with the following:

“Securities issued under the Programme will be secured obligations. The security interests described below and any additional security created in relation to a particular Series of Securities shall be known as the Transaction Security. This security is, in particular, granted under English law, Irish law and Luxembourg law in favour of the Trustee who will hold this on trust for itself and the other Secured

Creditors in accordance with the Trust Deed and the Luxembourg Account Pledge Agreement (as applicable).

To the extent that the Secured Property is held by the Trustee on trust for itself and the other Secured Creditors and such trust is not recognised and/or enforceable in any applicable jurisdiction, the Trustee will hold such Secured Property in its own name for the benefit of itself and the other Secured Creditors. In such cases, any reference in this Base Prospectus to security or Secured Property being held by the Trustee on trust shall be construed accordingly.

The enforcement of a claim as against any Transaction Security may only be exercised with respect to the Transaction Security relating to a particular Series of Securities and such enforcement shall not be with respect to the Transaction Security held in relation to any other Series of Securities.”.

10. The following additional paragraph shall be added immediately after the only paragraph under the heading “Additional security interests” in the section titled “Security Arrangements” on page 154 of the Base Prospectus:

“The Luxembourg Account Pledge Agreement entered into between the Issuer and the Trustee contains the provisions relating to the creation of a Luxembourg law governed pledge. The Luxembourg law governed pledge is granted by the Issuer in favour of the Trustee, acting in its own name and for the benefit of itself and the other Secured Creditors for the relevant Series of Securities, with respect to all assets, rights, claims and distributions of the Issuer under the relevant Custody Account held by the Custodian in Luxembourg.”.

11. The contents of the section entitled “The Custodian” on page 164 of the Base Prospectus shall be deemed to be deleted in its entirety and replaced with the following:

*“Coinbase Luxembourg S.A. (the “**Custodian**”) is a public limited liability company (société anonyme) registered with the Luxembourg Trade and Companies Register under register number B292147. The registered office of the Custodian is 5, Place de la Gare, Luxembourg L-1616, Luxembourg.*

The Custodian serves as a European entity of the Coinbase group for the handling of cryptoassets.

Coinbase Luxembourg S.A. provides custodial services to institutional customers and acts as custodian to the Issuer by holding the relevant Underlying Cryptoasset(s) in respect of a Series of Securities on behalf of the Issuer.”.

12. The reference to “Coinbase Custody International Limited” in clause 25(ii) (Custodian) of the Form of Final Terms on page 188 of the Base Prospectus is deemed deleted in its entirety and replaced with “Coinbase Luxembourg S.A.”.
13. The “Index of Defined Terms” on pages 192-194 of the Base Prospectus shall be deemed to be updated to reflect the new defined terms added to the Base Prospectus pursuant to this Supplement.
14. The paragraph titled “Custodian” on the final page of the Base Prospectus are deemed to be deleted in its entirety and replaced with the following:

Custodian
Coinbase Luxembourg S.A.
5, Place de la Gare Luxembourg L-1616
Luxembourg