

Staking Terms of Service

Art. 1 Scope

- 1.1 Parties. These Staking Terms of Service (or **Staking ToS**) of AMINA (Austria) AG, registered in the commercial register of the Commercial Court of Feldkirch under FN 631729 p (**AMINA**), are Specific Product ToS as defined in AMINA's General Terms of Service, and apply to the Staking of Crypto Assets with AMINA by any natural or legal person or partnership with legal capacity having accepted these Staking ToS (**Client**).
- 1.2 Subject Matter. Staking is defined as the process of blocking native Crypto Assets at the staking address of a validator node in order to participate in a blockchain validation process based on a proof-of-stake (PoS) consensus mechanism, in order to earn rewards on the staked Crypto Assets (**Staking**). Staking requires validators to lock up and put at risk (stake) a certain amount of Crypto Assets associated with a given network protocol to process transactions. A PoS mechanism produces and validates new blocks through the process of randomly selecting a validator at regular intervals to create a block based on the amount of staked Crypto Assets. Staking is covered under Art. 3 (1) (16) of the EU Markets in Crypto Assets Regulation (MiCA) if it comprises the provision of transfer services for Crypto Assets on behalf of Clients (as the case may be).
- 1.3 Integral Part. These Staking ToS form an integral part of the contractual relationship between AMINA and the Client and apply together with, and in addition to, AMINA's General Terms of Service. In case of conflicting provisions, these Staking ToS take precedent over the General Terms of Service.

Art. 2 Terms and Definitions

- 2.1 Definitions. Capitalized terms used but not otherwise defined hereinafter shall have the meanings ascribed to them in AMINA's General Terms of Service. Terms are defined either in the body of these Staking ToS through placing bold printed text in parentheses next to the relevant parts of the definition or by defining them in the list below; repetitions of definitions are intended to provide an overview and shall serve an interpretative purpose only.

Client has the meaning defined in Art 1.1 and means any natural or legal person or partnership with legal capacity having accepted these Staking ToS.

Consensus Mechanism has the meaning defined in Art 3 (3) MiCA.

Distributed Ledger Technology or **DLT** has the meaning defined in Art 3 (1) MiCA.

General Terms of Service means AMINA's general terms of service available at www.eu.aminagroup.com/legal-notice.

Rewards means any rewards received through Staking on a given DLT network.

Smoothing Pool has the meaning defined in Art 3.3 and means a scheme (a) collecting all Rewards earned in relation to all Crypto Assets of a given DLT staked by AMINA for all Clients electing to participate, and (b) distributing these Rewards on a pro-rata basis among all participating Clients, depending on the amount of staked Crypto Assets of each Client.

Staking has the meaning defined in Art 1.2 and means the process of participating in the validation of transactions on a DLT network, typically in proof-of-stake (PoS) or related Consensus Mechanisms, involving the locking up of a certain amount of Crypto Assets native to that DLT.

Staking Account has the meaning defined in Art 3.4 and means a dedicated account where Rewards earned through Staking are credited and applicable fees are debited.

Staking Risk Disclosure means the risk disclosure annexed to these Staking ToS. Staking Service has the meaning defined in Art 3.1 and means in respect of certain DLTs the arrangement for the Staking of the Client's Crypto Assets in order for the Client to earn Rewards, both in accordance with the Consensus Mechanism of the relevant DLT.

Staking ToS has the meaning defined in Art 1.1 and means these Staking Terms of Service.

Withdrawal Keys means the Private Keys for withdrawing staked Crypto Assets.

Art. 3 Staking Service

- 3.1 *Staking of Crypto Assets.* AMINA offers Clients in respect of certain DLTs to arrange for the Staking of their Crypto Assets in order to earn Rewards, both in accordance with the Consensus Mechanism of the relevant DLT (**Staking Service**). The Staking Service is available for certain DLTs AMINA decides to support. By requesting the Staking Service, the Client instructs AMINA to stake a certain amount of Crypto Assets held on a Client Crypto Account in accordance with the Consensus Mechanism of the respective DLT. This may involve the transfer of the Crypto Assets to another Address on that DLT network.
- 3.2 *Staking on Client's Behalf.* Crypto Assets are staked by AMINA for each Client on this Client's behalf only. AMINA does not commingle Crypto Assets of multiple Clients for the purpose of Staking. AMINA holds the Withdrawal Keys associated with Staking and does not share Withdrawal Keys with third parties. AMINA exercises possession (*Sachbesitz*) over the staked Crypto Assets for the benefit of the Client. The Client thus retains ownership (*Eigentum*) of staked Crypto Assets at any time.
- 3.3 *Smoothing Pool.* AMINA may offer, and the Client may elect to participate in, a Smoothing Pool. The **Smoothing Pool** is a scheme (a) collecting all Rewards earned in relation to all Crypto Assets of a given DLT staked by AMINA for all Clients electing to participate, and (b) distributing these Rewards on a pro-rata basis among all participating Clients, depending on the amount of Crypto Assets staked by each Client. For the avoidance of doubt, when participating in the Smoothing Pool only Rewards are commingled; Crypto Assets necessary for the purpose of Staking are never commingled among multiple Clients in accordance with Article 3.2.

- 3.4 *Staking Accounts.* Any Rewards earned through Staking are credited to, and any applicable fees related to Staking are debited from, a dedicated account (**Staking Account**). The Client acknowledges that AMINA does not hold Crypto Assets on Staking Accounts for the Client. Any Rewards received on a Staking Account (or other Crypto Assets transferred thereto) shall become property of AMINA with the express agreement that AMINA owes to the Client the amount of such Crypto Assets shown in the Staking Account. The Client may at any time request that any balance of Crypto Assets on Staking Accounts be transferred to the Client's respective Custody Accounts. For the avoidance of doubt, this clause only relates to Crypto Assets received as Rewards on Staking Accounts or moved by the Client without using the Staking Service; any Crypto Assets which are used for Staking are held by AMINA for the benefit of the Client in accordance with Article 3.2.
- 3.5 *Withdrawals.* The Client may instruct AMINA to withdraw staked Crypto Assets. AMINA shall comply with such a request and initiate a withdrawal without undue delay and in compliance with the Consensus Mechanism of the respective DLT, taking into account the respective DLT's withdrawal mechanism such as Lockups (cf Article 4). Withdrawal of the staked Crypto Assets shall be made by AMINA to a Trading Account or Custody Account of the Customer's choosing.
- 3.6 *No Guaranteed Returns.* The Client acknowledges that earning Rewards by Staking is based on random selection and is therefore inherently unpredictable. The Client acknowledges further that he or she may stake Crypto Assets for a long period out time without ever receiving any Rewards; participating in a Smoothing Pool may increase the likelihood of receiving Rewards, this is not guaranteed however. Further, the Client acknowledges that returns may further be diminished in cases where the staked Crypto Assets are 'slashed' (cf Art 3.7) in accordance with the Consensus Mechanism of a given DLT. AMINA does therefore not guarantee any form of return of investment in relation to Staking. Any information regarding potential returns is given on the basis of historic average figures.
- 3.7 *Slashing.* Some Consensus Mechanisms may subject staked Crypto Assets to 'slashing' if the rules of the respective Consensus Mechanism are not followed (which may also be the result of factors outside of AMINA's control such as down times). AMINA shall use commercially reasonable efforts to ensure that staked Crypto Assets will not be subject to slashing. The Client acknowledges that as a result of slashing, part or all of the staked Crypto Assets may be lost. Liability for the loss of Crypto Assets due to slashing is limited in accordance with the stipulations under AMINA's General Terms of Service.
- 3.8 *Technical Service Provider.* Where Staking involves the operation of technical infrastructure (such as the maintaining of a validator software), AMINA may choose to outsource the operation of these mere technical aspects of Staking to third parties.
- 3.9 *Associated Risks.* Staking involves risks. The Client declares to have read and understood the Staking Risk Disclosure annexed to these Staking ToS. The Client accepts the risks discussed in the Staking Risk Disclosure.

Art. 4 Lockups

- 4.1 *Lockup Period.* The Client acknowledges that upon initiation of Staking, the staked Crypto Assets may be subject to a lockup period, meaning a period of time before Staking begins. The Client further acknowledges that AMINA has no control over the duration of, or end date for, the lockup period, which is exclusively determined by the respective Consensus Mechanism.
- 4.2 *No Disposal.* The Client also acknowledges that during a lockup, a transfer or other disposal of the staked Crypto Assets is not possible. AMINA will not refund or replace locked Crypto Assets.
- 4.3 *Withdrawal Queue.* AMINA will follow the Client's instruction to withdraw staked Crypto Assets without undue delay. The Client acknowledges that a withdrawal request may be executed on-chain only at a later point in time, based on the rules of the Consensus Mechanism. AMINA will not refund or replace Crypto Assets in such an event.

Art. 5 Sundowning

- 5.1 *Discontinuation.* AMINA makes no representations, warranties or guarantees that any particular Crypto Assets will be available for Staking continuously. AMINA reserves the right to discontinue its Staking Service for any Crypto Assets. In case of services discontinuation, AMINA shall notify the Client 30 days prior. As of the date of discontinuation, AMINA shall initiate a withdrawal of any Crypto Assets still staked by Clients.

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AMINA (Austria) AG

Appendix: Staking Risk Disclosure

Apart from the general risks associated with Crypto Assets as described in the document “**Special Risks in Crypto Assets**”, Staking involve some specific risks as outlined below. In addition to the outlined risks, there are risks associated with staking Crypto Assets including those that AMINA cannot anticipate or foresee. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Risk Disclosure or other risks.

a. Legal and Regulatory Risk, Counterparty Risk

Regulation applicable to Staking is still under development and may be subject to future changes such as new legal and regulatory developments, case law, or change in practice by the Austrian Financial Markets Authority (FMA). In particular, there may be a counterparty risk for the Client due to the legal uncertainty relating to staked Crypto Assets in the event of insolvency. Pursuant to Art. 3.2 of the ToS, AMINA exercises possession for the Client which is intended to give the Client a right to segregation.

b. Technical Risk

The result of Staking is dependent on the Consensus Mechanism, which AMINA cannot influence. The Consensus Mechanism, on which the DLT is based, may include coding errors, unintended or unexpected operation, delays or overloads or otherwise not function as intended, which may result in the (partial or complete) loss of staked Crypto Assets and/or Rewards.

The Consensus Mechanism can be changed and upgraded without AMINA being able to intervene. Updates to the Consensus Mechanism and DLT may have unintended adverse effects on the use of the Staking Services and Crypto Assets. Updates can change the way in which the Consensus Mechanism works and, thus, the way in which the Staking Services work. In addition, the Consensus Mechanism may split (hard fork), which may have an impact on a Crypto Asset’s price performance and lead to the staked Crypto Assets and/or Rewards being partially or completely lost.

In addition to the risk of Crypto Assets being slashed due to misconduct by the validator node, penalties may also be imposed automatically if the validator goes offline due to technical problems. Any malfunction, unintended function or unexpected functioning of validator may consequently cause Staking Services to malfunction or function in an unexpected or unintended manner.

Hackers and other groups or organizations may attempt to interfere in any number of ways, including, without limitation, denial of service attacks, sybil attacks, spoofing, smurfing, malware attacks or consensus-based attacks. Furthermore, if the DLT are released as open-source software, hackers or other individuals may uncover and exploit intentional or unintentional bugs or weaknesses, which may negatively affect the Staking Services, or the Consensus Mechanism or the Crypto Assets. In all of these cases and beyond, the Client’s Crypto Assets, in particular Rewards, may be subject to expropriation and/or theft.

c. Slashing Penalty

Each Consensus Mechanism may determine penalties for certain events associated with the Staking of Crypto Assets. The validators earn Rewards proportional to their stake, but risk losing (partially, completely) their staked Crypto Assets and/or their Rewards and/or non-payment of the Reward in the case of deficient validation (called Slashing Penalty). Slashing Penalties are dependent on a number of factors outside of AMINA’s sphere and control and may i.a. occur if a Staking Service is unavailable, slow, has been erroneously operated, the transaction validator incorrectly or maliciously validated a transaction and/or in any other case determined by the Staking Protocol. In an unlikely slashing event, and as a way of mitigating measure, AMINA will use all reasonable efforts to ensure that any insurance coverage provided by third party technical service providers against slashing covers the loss of Rewards by AMINA’s Clients and to obtain a refund of the affected Crypto Assets. However, the insurance coverage entirely lies with the third party technical provider and, as a result, AMINA is dependent on third-party insurance, and cannot guarantee or be held liable for the loss of any Crypto Assets due to a slashing event.

d. Market Risk

Staked Crypto Assets are locked up for the duration of Staking and any additional lockup period(s) prior to Staking and/or subsequent to unstaking/withdrawing. The delay in returning the Crypto Assets renders it impossible to withdraw the Staked Crypto Assets or transfer or otherwise dispose of them in a volatile market as long as they are locked up and/or not effectively unstaked/withdrawn. As a result, in case of a significant loss in price, the value of the Crypto Assets may be at loss even in case of good interests.