

Staking Terms and Conditions and Risk Disclosure

Art. 1 Purpose and scope of application

AMINA Bank AG (“**AMINA**”) may provide a range of services to its clients that relate to the staking of digital assets registered on a blockchain or another digital, distributed ledger or based on similar technology.

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 digital assets. Staking requires validators to lock up and put at risk (stake) a certain amount of Digital 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 Digital Assets.

These terms and conditions (the “**Terms and Conditions for Staking**”) govern the access and use by the client (the “**Client**” or “**you**”) or its authorised representatives of the Staking Services of AMINA.

The Terms and Conditions for Staking form an integral part of the contractual relationship between the Client and AMINA and apply together with and in addition to the general terms and conditions (the “**GTC**”), the custody regulations (the “**Custody Regulations**”), the risk disclosure document “**Special Risks in Digital Assets**” and any other terms and conditions of AMINA, subject to any special agreements between the Client and AMINA. Capitalized terms used, but not otherwise defined, in these Terms and Conditions for Staking shall have the meanings ascribed to them in the GTC, the Custody Regulations, the disclosure document Special Risks in Digital Assets and any other terms and conditions of AMINA.

AMINA reserves the right to adjust and amend these Terms and Conditions at any time and to communicate such changes to the Client in accordance with the GTC.

Art. 2 AMINA Staking Services

AMINA offers to its Clients the possibility to stake Digital Assets according to the rules of the relevant network and to earn rewards for staking Digital Assets for a certain period according to the rules of the relevant underlying network (collectively and throughout these Terms and Conditions for Staking referred to as the “**Staking Services**”).

When holding Digital Assets in custody with AMINA the Client may choose to stake certain Digital Assets supported by AMINA for Staking Services (“**Staked Digital Assets**”). Staking Services will be available for selected Digital Assets where staking functionality is available and AMINA decides, at its own discretion, to offer such services. By requesting Staking Services for Digital Assets held in custody with AMINA, the Client instructs AMINA to stake such Digital Assets according to the rules of the underlying network. The Client acknowledges and agrees that the Digital Assets are staked from a technical perspective on the Client’s behalf by a third-party staking provider providing technical staking services (“**Third-party Staking Provider**”). The Client acknowledges and agrees that AMINA has not conducted a specific due diligence on such Third-party Staking Provider as per FINMA Guidance 08/2023 on Staking and that the provider may be domiciled outside of Switzerland and may not be subject to prudential supervision. AMINA excludes any liability for such Third-party Staking Providers to the fullest extent permitted by applicable law.

Art. 3 Eligibility

The Client must be eligible and must have obtained all necessary consents and permissions required and must observe any formalities in any jurisdiction required to use the Staking Services or to receive the Staking Rewards, under all applicable laws, and, in particular, complies with the provisions on anti-money laundering. The Client acknowledges that AMINA does not give any legal advice and has not legally verified whether the Client, according to applicable laws, is eligible to use the Staking Services or to receive Staking Rewards.

The Client confirms that it is not a national or resident of any territory in which it is unlawful for the Client to use the Staking Services or to receive the Staking Rewards. It is the Client’s sole responsibility to ensure that to use the Staking Services or to receive the Staking Rewards is not prohibited under applicable laws.

Art.4 Staking Rewards

Whenever a block of transactions regarding the Staked Digital Assets is successfully validated, the Client may earn a reward calculated and granted by that Staking Digital Assets’ network according to the applicable rules (“**Staking Reward**”). The reward is exclusively determined by the rules of the protocols of the applicable network (“**Staking Protocol**”). Any rewards from the Staking Protocol for your Staked Digital Assets (minus AMINA’s fees) will be distributed to you by crediting the respective staking account with AMINA.

The Client has no right to rewards until AMINA has received them accordingly. The timing of such remittance to the Client and the percentage is in AMINA’s full discretion. All applicable fees as available and agreed in the Pricing Schedule will directly be deducted from the Staking Rewards. The Client does not have any claim against AMINA to any Staking Rewards. In addition, AMINA does not provide any warranty or guarantee that you will receive any Staking Rewards, any specific percentage or type Staking Rewards, or any staking return over time, including stated potential Staking Rewards.

Any information regarding potential Staking Rewards are estimates only that may be changed by AMINA at any time in its sole discretion. The actual Staking Rewards may be more or less than the Staking Rewards AMINA receives from the Third-party Staking Provider of a Staking Protocol.

Some networks subject staked Digital Assets to “slashing” if the transaction validator representing those assets incorrectly validates a transaction (see Slashing Penalty below Art. 8c). AMINA will use commercially reasonable efforts to ensure that your Staked Digital Assets will not be slashed, but in the unlikely event they are, you acknowledge, understand and agree that you may lose part or all of your staked Digital Assets. AMINA is under no obligation to replace any Digital Assets subject to slashing and excludes all liabilities to the fullest extent permitted by applicable law.

Art. 5 Lockup Period

Upon the transfer of the Client’s Digital Assets to the Staking Protocol, the Staked Digital Assets may be subject to a lockup period meaning the period of time for which the Staked Digital Assets are locked in the Staking Protocol. AMINA has no control over the duration of or end date for the lockup period, which will exclusively be determined by the respective network protocol (“**Lockup Period**”). During the Lockup Period (if any), a transfer or other disposal of the Staked Digital Assets is not possible and the Client waives all claims and other rights of the transfer or other disposal of the Staked Digital Assets for the duration of the Lockup Period. You acknowledge and agree that you will be unable to opt out of the staking of certain Digital Assets once you have staked your assets. AMINA will not refund or replace such Digital Assets you wish to unstake. Upon expiry of the Lockup Period, the Client can give the order to AMINA to unstake its Staked Digital Assets in accordance with the Staking Rules. Please refer to the Staking Factsheet which is updated in AMINA’s discretion from time to time for specific Lockup Period.

Art. 6 Governance

Some of the Staking Protocols include governance and voting mechanisms. In this type of governance, rules for instituting changes are encoded into the network protocol. Changes are proposed through code updates, and each staking node operator votes on the proposed changes.

The Client acknowledges and agrees that AMINA may exercise any such governance decision and/or voting right on the Client’s behalf, and you have no rights whatsoever in regard to the governance decisions derived from the Staked Digital Assets.

Art. 7 Tax Treatment

The tax treatment of Staking Rewards is uncertain, and it is your responsibility to determine what taxes if any, arise from using the Staking Services. You are solely responsible for reporting and paying any applicable taxes arising from staking through the Staking Services and all related transactions (e.g., any exchange or sale of your Staked Digital Assets), and acknowledge that AMINA does not provide investment, legal, or tax advice to you in connection with such election to participate. You should conduct your own due diligence and consult your advisors before making any investment decision including whether to use the Staking Services and enter into the related transactions.

Art. 8 Staking Risks

Apart from the general risks associated with Digital Assets as described in the document “Special Risks in Digital Assets”, Staking Services involve some specific risks as outlined below. In addition to the outlined risks, there are risks associated with staking Digital Assets including those that AMINA cannot anticipate or foresee. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in these Staking Terms and Conditions or other risks. The Client agrees and acknowledges all such risks associated with the used Staking Services and fully and completely assumes all and any such risks, including but not limited to the risks set forth in this Article, with the acceptance of these Staking Terms and Conditions.

a) Legal and Regulatory Risk

As per the day of signature of these Terms and Conditions for Staking, regulation applicable to Staking Services is still unclear and is subject to future changes in legal and regulatory developments, case law, or change in practice by the Swiss Financial Market Supervisory Authority FINMA.

b) Technical Risk

The functioning of the Staking Protocol and/or the transfer of Staking Rewards is dependent on the network protocol, which AMINA cannot influence. The network protocol, on which the Staking Protocol and/or Staking Rewards are based, may include coding errors or otherwise not function as intended.

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

In addition to the risk of Digital 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 the Staking Protocols and/or ‘staking assets’ networks 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 with Staking Protocols, Staking Services and Staked Digital Assets 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 Staking Protocol, other smart contracts or components may be 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, the network protocol or the Digital Assets. In all of these cases and beyond, the Client's Digital Assets, in particular Staking Rewards, may be subject to expropriation and/or theft.

c) Slashing Penalty

Each Staking Protocol may determine penalties for certain events associated with the staking of Digital Assets (e.g. unavailability, slow, incorrect or malicious performance) ("**Slashing Penalty**"). This may occur if a Staking Service has been erroneously operated, the transaction validator incorrectly validated a transaction and/or in any other case determined by the Staking Protocol, that may result in a Slashing Penalty, non-payment of the Staking Reward and/or partial or complete loss of the Staked Digital Assets. 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 the Third-party Staking Provider against slashing covers the loss of rewards by AMINA's Clients and to obtain a refund of the affected Digital Assets. However, the insurance coverage entirely lies with the Third-party Staking Service Provider and, as a result, AMINA is dependent on third-party insurance, and cannot guarantee or be held liable for the loss of any Digital Assets due to a slashing event.

d) Market Risk

If the unstaking process includes a Lockup Period, the delay in returning the Digital Assets renders it impossible to withdraw the Digital Assets in a volatile market. As a result, in case of a significant loss in price, the value of the Digital Assets may be at loss even in case of good interests.

Art. 9 No guarantee, representation or warranty

The Client agrees and acknowledges that AMINA does not provide any guarantee or warranty that the Client will receive any Staking Rewards. Furthermore, the applicable percentage of the Staking Rewards is an estimate only and does not constitute a guarantee, warranty or representation of any sort and that this may change at any time in AMINA's full discretion and may be less than the actual Staking Rewards AMINA receives from the Staking Protocol.

AMINA makes no representations, warranties or guarantees that any particular Digital Assets will be available for staking continuously. AMINA has the right to initiate or terminate the Staking Services for any Digital Assets or modify the Terms and Conditions for Staking at its sole discretion.

AMINA uses best efforts to ensure that the Staking Services are accessible without interruptions. Notwithstanding the foregoing, AMINA cannot guarantee or provide any warranty for an uninterrupted or error-free operation of the Staking Services. The Client acknowledges and agrees that in the event of such disruptions the Staked Digital Assets may not generate any Staking Reward.

Art. 10 Limitation of Liability

AMINA's obligation towards the Client consists in the due performance of its services and contractual duties in accordance with the standard of care customary in Swiss banking practice or as otherwise specified in these Terms and Conditions for Staking, the Custody Regulations and/or the GTC.

Any liability of AMINA for any loss or damage suffered in the absence of any breach by AMINA of its applicable duty of care is excluded. In addition, the liability is also excluded (regardless of any breach of the applicable duty of care) where explicitly stated in these Terms and Conditions for Staking. In the event of a loss or damage due to a breach by AMINA of its applicable duty of care, AMINA shall only be liable for direct losses caused with intent or gross negligence. Any liability of AMINA for indirect or consequential losses (including loss of profit, loss of data, loss of revenue, or missing of other opportunities) is excluded.

AMINA is not liable for any loss or damage due to events or the materialization of risks outside its sphere of influence nor for any loss or damage caused or increased by the Client, in particular due to any failure on the part of the Client to take measures to avoid, mitigate or reduce any loss or damage. AMINA excludes any liability for the Third-party Staking Providers to the fullest extent permitted by applicable law.

Art. 11 Acceptance of Terms and Conditions

By using AMINA's Staking Services, the Client acknowledges and accepts the risks described in the Terms and Conditions for Staking and agrees to comply with the Terms and Conditions for Staking. Clients that do not understand the Terms and Conditions for Staking should retain competent counsel or refrain from engaging in activities involving Staking Services.

The Client is required to study and acknowledge the Terms and Conditions for Staking before using the Staking Services and shall take into account the risk factors disclosed herein in its decision-making process, in addition to the risks described in this Digital Asset Risk Disclosure.

Furthermore, these Terms and Conditions for Staking do not discuss any matters of taxation or other legal matters in any jurisdiction relating to the Staking Services. The Client is advised to retain appropriate counsel in respect of legal and tax matters.

AMINA is not responsible for any loss or damage resulting from the realization of risks specific to the Staking Services that are outside the sphere of influence of AMINA or that cannot be attributed to any non-compliance by AMINA with its duties of care according to the GTC, the Custody Regulations and any other general or special terms of AMINA, as applicable. Further, AMINA is under no obligation to inform the Client of the realization or possibility of realization of any of the risks described above or any other risks relating to the Staking Services.