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Staking terms and conditions

Art. December 2024



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1 Definitions and interpretation

In these staking terms and conditions and risk disclosure (the "Staking Terms and Conditions and Risk Disclosure")

the following terms shall apply: "AMINA" means,

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 block chain or,

"Blockchain" means a blockchain, another digital, distributed ledger or based on similar technology ("

"Circular" means the Swiss Financial Markets Supervisory Authority (FINMA) Guidance 08/2023 on Staking issued on 20 December 2023.

"Client" means any client of AMINA or its authorised representatives.

"Custody Regulations" means the custody regulations of AMINA, as available under the Legal Notices section of AMINA's website (<https://aminagroup.com/legal-notices/>).

"DARP" means a digital asset resolution package as required by FINMA pursuant to the Circular.

"Digital Assets" means any digital assets registered on a blockchain or another digital, distributed and encryption-based ledger or based on similar

Staking is defined as technology, including without limitation those qualifying or representing securities or other financial instruments.

"Direct Staking" means staking whereby AMINA operates a validator node itself or outsources the operation to a technical service provider but where it retains the withdrawal keys to return the Client's staked crypto assets itself. See the definition in the Circular.

"FINMA" means the Swiss Financial Markets Supervisory Authority.

"GTC" means the general terms and conditions of AMINA, as available under the Legal Notices section of AMINA's website (<https://aminagroup.com/legal-notices/>).

"Lockup Period" means the period for which Digital Assets are locked up as part of a Staking Protocol, limiting the ability to retrieve those Digital Assets immediately. Lockup Periods shall include bonding and unbonding periods or any other related term, depending on the terminology used as part of the underlying network protocol.

"PoS" means a proof of stake Blockchain.

"Pricing Schedule" means a pricing schedule applicable to a Client relationship with AMINA.

"Protocol Level Staking Risk Disclosure" means the protocol level staking risk disclosure in respect of Digital Assets that AMINA supports the provision of staking services for as available under the Legal Notices section of AMINA's website (<https://aminagroup.com/legal-notices/>).

"Slashing Penalty" means any Staking Protocol level rules regarding slashing of staked Digital Assets (e.g. for incorrectly validating transactions or lack of performance as a Validator) and/or non-payment of any Staking Reward in the case of deficient validation under a network protocol.

"Special Risks of Digital Assets Disclosure" means the Special Risks of Digital Assets legal notice of AMINA, as available under the Legal Notices section of AMINA's website (<https://aminagroup.com/legal-notices/>).

"Staked Digital Assets" means any Digital Assets of a Client staked as part of the Staking Services.

"Staking" means the process of locking native Digital Assets in a smart contract on a proof-of-stake-

("PoS") blockchain.

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"Staking Chain" means staking whereby crypto assets being staked are passed on by an institution which holds a customer relationship to one or more other institutions who operate validator nodes and hold withdrawal keys. See the definition in the Circular.

"Staking Protocol" means the respective protocol level rules of a PoS.

"Staking Reward" means any reward earned in respect of staked Digital Assets under a Staking Protocol.

"Staking Services" means any products or services provided by AMINA to its clients in respect of Direct Staking.

"Third-party Technology Provider" means a third-party technology provider providing technical staking services (e.g. validator nodes) as part of the Staking Services.

"Validator(s)" means the relevant Blockchain participants operating nodes that participate in transaction validation and block creation-- on a respective Blockchain.

Capitalized terms used, but not otherwise defined, in these Staking Terms and Conditions shall have the meanings ascribed to them in the GTC, the Custody Regulations, the Special Risks of Digital Assets Disclosure and any other relevant terms and conditions of AMINA.

In these Staking Terms and Conditions terms defined in the singular shall include the plural and vice versa.

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Art. 2 Purpose and scope of application

AMINA may provide a range of Direct Staking services to its eligible clients. These Staking Terms and Conditions should be read and understood in conjunction with the Protocol Level Staking Risk Disclosure.

In PoS, participants known as validators lock up a certain amount of Digital Assets as collateral to support network operations. The amount of native Digital Assets required to be locked up varies depending on the protocol requirements of the respective Digital Asset (see the relevant Protocol Level Staking Risk Disclosure for information on the minimum staking requirements). Validators are selected at regular intervals based on the amount of assets they have staked and, in certain instances, other factors, such as the duration of staking, to validate transactions and/or generate new data blocks in a PoS, participate in the consensus to secure the network and earn rewards.

These terms and conditions (the "Staking 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 Bank AG ("AMINA").

These Staking Terms and Conditions for Staking form an integral part of the contractual relationship between the Client and AMINA for any Staking Services 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" Disclosure, and any other relevant terms and conditions of AMINA, subject to any special agreements as may be directly agreed in writing 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 Staking 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 protocol level rules of the relevant network and to earn rewards for staking Digital Assets for a certain period according to the protocol level 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 protocol level rules of the relevant underlying network and in accordance with the requirements of any Third-party Technology Provider, as may be applicable.

The Client acknowledges and agrees that the Staked 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 Technology Provider"). The Client acknowledges and agrees that whilst AMINA has not conducted a specific due diligence on such Third-party Staking Provider as per FINMA Guidance 08/2023 on Staking Technology Providers, such due diligence may differ from the due diligence requirements for Staking Chains and that the provider Third-party Technology 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 Third-party Technology Provider, to the fullest extent permitted by applicable law.

Art. 3 — Staking Rewards

Whenever a block of transactions regarding is successfully validated by a Validator operating with the benefit of the Staked Digital Assets is successfully validated, the Client may earn a reward Staking Reward calculated and granted by that Staked Digital Assets' network according to the applicable rules protocol level rules of the relevant Blockchain and typically proportional to the amount of Staked Digital Assets ("Staking Reward"). Such Staking Reward is exclusively determined by the rules of the protocols of the applicable network ("Staking Protocol"). Any rewards from the Staking Protocol for your Client's 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 any Staking Rewards until AMINA has received them accordingly such Staking Rewards. The timing of such remittance to the Client of any Staking Rewards to a Client and the percentage of such Staking Rewards paid to a Client is in AMINA's full discretion. All applicable fees as available and agreed in the any Pricing Schedule applicable to a Client 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 Client will receive any Staking Rewards, any specific percentage or type of 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 due to a Client may be more or less than the Staking Rewards AMINA receives from the Third-party Staking Technology Provider of a Staking Protocol.

Some networks Staking Protocols subject their staked Digital Assets to "slashing" if the transaction validator representing those assets a relevant Validator incorrectly validates a transaction (see transaction or commits/is subject to other penalty offences (see Slashing Penalty below Art. 8c). AMINA will use commercially reasonable efforts to ensure works with Third-party Technology Providers who run the underlying staking infrastructure, that you AMINA operates on. Although having no access to Clients' funds, such Third-party Technology Providers are in charge of maintaining AMINA's Validators and ensuring they are operational at all times. AMINA carefully selects and only works with top-tier reputable Third-party Technology Providers to minimize the risks of slashing for Clients' Staked Digital Assets will not be slashed, but. However, in the unlikely event they are, you acknowledge, understand and agree that you Staked Digital Assets are slashed, a Client using AMINA's Staking Services acknowledges, understands and agrees that it may lose part or all of your Staked Staked Digital Assets. AMINA is under no obligation to replace any Staked Digital Assets subject to slashing and excludes all liabilities in this regard to the fullest extent permitted by applicable law.

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Art. 4— 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~~any Staking Rewards, under all applicable laws, and, in particular, complies with the provisions on anti-money laundering. ~~The Client~~ laws and regulations. A Client using the Staking Services 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 ~~(as defined below)~~.

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~~any Staking Rewards. It is the Client's sole responsibility to ensure that ~~it is not prohibited under applicable laws~~ to use the Staking Services or to receive ~~the~~any Staking Rewards ~~is not prohibited under applicable laws~~.

Art. 5— Lockup Period/Bonding and Unbonding Periods

Upon the transfer of ~~the Client's~~a Client's Digital Assets to ~~the~~a 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~~ Lockup Period. AMINA has no control over the duration of or end date for the ~~lockup period~~Lockup Period, which will exclusively be determined by the respective ~~network protocol ("Lockup Period")~~Staking Protocol. During the ~~Lockup Period (if any), applicable Lockup Period~~, 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~~A Client acknowledges and ~~agrees~~agrees that ~~you~~it will be unable to opt out of the staking of certain Digital Assets once ~~you~~those Digital Assets have been staked ~~your assets~~. AMINA will not refund or replace ~~such~~any Digital Assets ~~you wish~~that a Client subsequently requests to ~~un stake~~un stake and a Client will need to wait until the expiration of any applicable Lockup Period in order to retrieve Staked Digital Assets. Upon expiry of the Lockup Period, ~~the~~a Client can give the order to ~~has so requested~~, AMINA ~~to un stake~~it can retrieve Staked Digital Assets in accordance with the Staking ~~Rules~~Protocol. Please refer to the ~~Protocol Level Staking Factsheet~~Risk Disclosure, which ~~is~~shall be updated in AMINA's discretion from time to time for specific ~~Lockup Period~~protocol specific staking risk updates.

Art. 6— Governance

~~Some of the~~Staking Protocols typically include governance and voting mechanisms. In this type of governance, rules for instituting changes are encoded into the ~~network protocol~~Changes are applicable Staking Protocol. For example, changes may be proposed through code updates, and each staking node operator ~~votes~~may vote on the ~~proposed~~proposed changes.

~~The~~A Client accessing the Staking Services acknowledges and agrees that AMINA may exercise any such governance decision and/or voting right ~~for Staked Digital Assets~~ on the Client's behalf, and ~~you~~Clients shall 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~~youra Client's responsibility to determine what taxes, if any, arise from using the ~~Staking~~Staking Services. ~~You are~~A Client is 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~~acknowledges that AMINA does not provide investment, legal, or tax advice ~~to you~~in connection with ~~such election to participate~~. ~~You~~the Staking Services, Clients should conduct ~~your~~their own due diligence and consult ~~your~~their 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~~not Digital Assets"; and the ~~protocol level risks described in the Protocol Level Staking Risk Disclosure~~, the Staking Services involve some specific risks as outlined below. In addition ~~to the outlined risks~~, there ~~are~~may be other risks associated with staking Digital Assets including ~~these risks~~that AMINA cannot anticipate or foresee. Such risks may further materialize as unanticipated variations or ~~combinations~~combinations of the risks discussed in these Staking Terms and Conditions or other risks. ~~The~~Prior to accessing the Staking Services, 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 ~~8~~, with the acceptance of these Staking Terms and Conditions.

a) Legal and Regulatory Risk/regulatory risks

As per the day of signature of these ~~Staking 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) or other competent legal or regulatory authorities. In particular, there ~~is~~may be a counterparty risk for Client's accessing the ~~Client's~~Staking Services due to the unclear legal treatment of staked Digital Assets in bankruptcies of the custodian or ~~staking services provider~~Third-party Technology Provider, in certain situations. Should the ~~Staked Digital Assets of the Client~~staked digital assets not be segregated from the ~~bankruptcy~~bankruptcy estate of ~~AMINA~~a custodian, in the event of a bankruptcy or a similar event, the ~~Client~~owner will only be entitled to a claim exposed to insolvency risk. AMINA does segregate its Clients' Staked Digital Assets to protect these in the event of any bankruptcy or solvency issues. See Article 9 for AMINA bankruptcy risk.

b) Technical Risk

The functioning of ~~the~~a Staking Protocol and/or the transfer of ~~any~~Staking Rewards is dependent on the ~~relevant~~network protocol, which AMINA cannot influence. The network protocol, on which the Staking Protocol and/or ~~any~~Staking Rewards are 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 the Staked Digital Assets and/or ~~any~~Staking Rewards.

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 Staked Digital Assets. Updates can change the way in which the network ~~protects~~protocol works and, thus, the way in which the ~~related~~Staking Protocol and therefore the Staking Services work. In addition, the network protocol may split

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(hard fork), which may have an impact on a Digital ~~Asset's~~Asset's price performance and lead to the Staked Digital Assets and/or ~~any~~Staking Rewards being partially or completely lost.

In addition to the risk of ~~Staked~~ Digital Assets being slashed due to misconduct by ~~the validator node~~ Validator, penalties may also be imposed ~~automatically~~automatically, if ~~the validator~~ Validator experiences other performance challenges (e.g. if it goes offline due to technical problems, or for any other reason). Any malfunction, unintended function or unexpected functioning of the Staking Protocols and/or ~~staking assets~~relevant networks may consequently cause Staking Services to malfunction or function in an ~~unexpected~~unexpected or unintended manner.

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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~~ 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~~ Client's Digital Assets, in particular any Staked Digital Assets and any Staking Rewards, may be subject to expropriation and/or theft.

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c) Slashing Penalty

Each Staking Protocol may determine ~~penalties~~ Slashing Penalties for certain events associated with the staking of Digital Assets. ~~The validators under that Staking Protocol. Validators~~ earn Staking Rewards proportional to their stake, but risk losing (partially, completely) ~~their Staked~~ the related staked Digital Assets and/or ~~their~~ any Staking Rewards ~~and/or non-payment of the Staking Reward in the case of deficient validation ("Slashing Penalty")~~. Slashing Penalties are dependent on a number of factors outside of AMINA's sphere of influence and control and may ~~it~~ occur if a ~~Staking Service~~ Validator is unavailable, slow, has been erroneously operated, ~~the transaction validator~~ has incorrectly or maliciously validated a transaction ~~(each as may be determined by an individual Staking Protocol)~~ and/or in any other case ~~as determined by the applicable Staking Protocol~~. In an unlikely slashing event, and as a way of mitigating measure, AMINA ~~will use all reasonable~~ best efforts to ensure that any insurance coverage provided by the Third-party Staking Technology Provider ~~has in place insurance coverage against slashing covers the loss of rewards by AMINA's Clients and to obtain a refund of the affected Digital Assets~~. However, ~~the~~ any insurance coverage entirely lies with the Third-party ~~Staking Service~~ Technology Provider and, as a result, AMINA ~~is dependent on~~ would have no rights under such third-party insurance in the event of a slashing penalty, and cannot guarantee or be held liable for the loss of any Digital Assets due to a slashing event or any efforts to claim under any related insurance policy of a Third-party Technology Provider. Whilst AMINA ~~does not maintain insurance against slashing penalties, under its agreements with such Third-party Technology Providers, AMINA may have contractual protections against slashing risks and in the event of slashing, AMINA would look to rely on such contractual protections as may exist. However, there is no guarantee that any such contractual protections would be sufficient to cover any or all slashing penalties and AMINA cannot guarantee or be held liable for the loss of any Digital Assets due to a slashing event or any efforts to claim under any contractual provisions.~~

d) Market Risk

Staked Digital Assets are locked up for the duration of staking and any additional Lockup Period(s) prior to staking and/or subsequent to ~~unstake~~ un-staking. The delay in returning the Digital Assets due to any applicable Lockup Period renders it impossible to withdraw the Digital Assets or transfer or otherwise dispose of them in a volatile market as long as they are ~~locked up~~ subject to a Lockup Period and/or not effectively ~~unstaked~~ un-staked. 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~~ interest once the Digital Assets are available for being returned to a Client.

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Art. 9 Risks in the event of AMINA bankruptcy

AMINA acts as the main custodian for Clients' Digital Assets. See the enclosed fact sheet ("Event of bankruptcy of AMINA Bank AG as Custodian") that details how Clients' Digital Assets are segregated under Swiss law. In addition to the fact sheet, as the main custodian for Clients' Digital Assets, in the event of an AMINA bankruptcy, Clients are protected in the following ways:

- Clients' Digital Assets are segregated so that in the event of an AMINA bankruptcy, Clients' Digital Assets are kept separate from AMINA's bankruptcy estate;
- AMINA has and maintains a DARP which is a requirement of FINMA and provides detailed and extensive instructions on how to manage an AMINA insolvency event;
- Clients' Digital Assets are held in readiness at all times for Clients, with clear internal accounting treatment ensuring asset segregation;
- An appointed liquidator would step in to manage AMINA and, in accordance with the DARP, would have control of and access to Clients' Digital Assets in order to return these to the respective Clients.

The DARP provides explicit instructions on how to return Digital Assets held in custody or staked by AMINA back to the respective end Clients. The DARP would ensure that in the event of any insolvency challenges of AMINA, Clients' Digital Assets are protected and returned as quickly as possible to the respective Clients. However, there may be timing implications on how quickly Clients' Digital Assets are returned to them in an AMINA bankruptcy scenario (e.g. the risk that Clients' Digital Assets would not be returned to them as quickly as in a business as usual scenario).

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Art. 10 No guarantee, representation or warranty

~~The~~ A Client accessing the Staking Services 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~~ any 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~~ any actual Staking Rewards AMINA receives ~~from in respect of the Staking Protocol~~ Staked Digital Assets.

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~~ these Staking 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 to the Staking Services, the Staked Digital Assets may not generate any Staking Reward.

Art. 10-11 Limitation of Liability

AMINA's obligation towards ~~the Client's~~ Clients 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, customary in Swiss banking practice or as otherwise specified in these Staking Terms and Conditions, 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: as far as legally possible.~~ In addition, the liability is also excluded (regardless of any breach of the applicable duty of care) where explicitly stated in these

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Staking Terms and Conditions ~~for Staking~~ as far as legally possible. 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~~ loss 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~~ Technology Providers to the fullest extent ~~permitted~~ permitted by applicable law.

Art. 11-12 Acceptance of Staking Terms and Conditions

By using AMINA's Staking Services, ~~the~~ Client acknowledges and accepts the risks ~~and other matters described or addressed in the these Staking Terms and Conditions for Staking, the Special Risks of Digital Assets, the Custody Regulations, any Protocol Level Staking Risk Disclosure and the GTC as well as any other applicable document made available by AMINA to the Client in respect of the Staking Services and agrees to comply with the~~ be bound by these Staking Terms and Conditions ~~for Staking, the Special Risks of Digital Assets, the Custody Regulations, the Protocol Level Staking Risk Disclosure and the GTC in respect of any Staked Digital Assets.~~ Clients that do not understand ~~the these Staking Terms and Conditions for Staking, the Protocol Level Staking Risk Disclosure or other applicable documents should retain competent counsel for advice on these Staking Terms and Conditions, the Protocol Level Staking Risk Disclosure and other applicable documents or refrain from engaging in activities involving the Staking Services.~~

The Client is required to study and acknowledge ~~the these Staking Terms and Conditions for Staking, the Special Risks of Digital Assets and the Protocol Level Staking Risk Disclosure~~ before using the Staking Services and shall take into account the risk factors ~~and other aspects disclosed herein in its decision-making process, in addition to the risks described in this Digital Asset Risk Disclosure~~ any other relevant document provided by AMINA to the Client.

Furthermore, these Staking Terms and Conditions ~~for Staking~~ do not discuss any matters of taxation or other legal, ~~regulatory, tax or other matters in any jurisdiction relating to the Staking Services. The Client is advised to retain appropriate counsel or other advisers in respect of legal, regulatory 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 the Special Risks of Digital Assets, the Protocol Level Staking Risk Disclosure and/or 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, described elsewhere in any of the documents referenced in these Staking Terms and Conditions, the Protocol Level Staking Risk Disclosure, or any other risks relating to the Staking Services.~~

Signature
Place and Date — Signature

Full name (in block letters) / Title / Position

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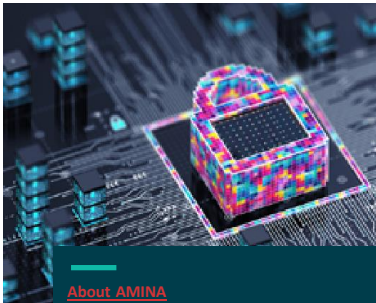
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About AMINA Crypto.Banking.Simplified.

Founded in April 2018 and headquartered in Zug, AMINA (formerly SEBA) is a pioneer in the financial industry. In August 2019, AMINA received a Swiss banking and securities dealer license from the Swiss Financial Market Supervisory Authority (FINMA). The broad, vertically integrated spectrum of services, combined with the highest security standards, make AMINA's value proposition unique. Since 2019, AMINA has expanded its presence with international offices in Hong Kong, Abu Dhabi, and Singapore. AMINA offers fiat and crypto services to traditional and crypto native professional and institutional investors.

Disclaimer:
This document has been prepared by AMINA Bank AG ("AMINA") in relation to its activities in Switzerland. AMINA is a Swiss bank and securities dealer, with its head office and legal domicile in Switzerland. It is supervised and regulated by the Swiss Financial Market Supervisory Authority (FINMA). The information contained in this document does not constitute and shall not be construed as being advice or advice. This document is for your information only and is not intended as an offer, or a solicitation of an offer, in any jurisdiction or in any other country. The information contained in this document does not constitute a personal recommendation or offer and does not constitute an offer of any specific product. Certain products and services of AMINA are not available to certain clients and certain products and services of AMINA are not available to certain countries. Certain products and services are subject to legal restrictions and cannot be offered on an unrestricted basis and/or may not be offered to certain persons. Accounts are provided on a non-advised basis. The information contained in this document is provided for information only and is not intended as an offer, or a solicitation of an offer, in any jurisdiction or in any other country. For more information, please contact your legal/financial advisor. Should they require any clarification, AMINA Bank AG, Postbox 11, 8300 Zug, 2023, All rights reserved.

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Event of bankruptcy of AMINA Bank AG as Custodian

The information contained in this Legal Notice is a technical summary of the consequences in the event of the bankruptcy of AMINA Bank AG ("AMINA"). If you have any questions, please get in touch with your Relationship Manager.

In the event of bankruptcy of a Swiss based and supervised Bank like AMINA, generally all assets form part of the debtor's (the bank's) estate and are appropriated for the payment of its creditors (art. 197 para 1 of the Swiss Debt Enforcement and Bankruptcy Act ("DEBA").

Securities

Securities belonging to customers do not form part of the debtor's estate and will not be used to satisfy the financial institution's creditors. Instead, according to art. 242 para 1 DEBA the rightful owner will receive its securities back from the administrators of the debtor's estate.

The position of customers demanding segregation of their assets from the debtor's estate is further strengthened in art. 37d in connection with art. 16 of the Swiss Federal Banking Act ("Banking Act") and art. 17-19 of the Federal Intermediated Securities Act ("FISA"). The preferential treatment is relevant for customers' securities held at the bankruptcy financial institution as well as for those held by such financial institution with a third-party custodian. This means that the securities at issue, provided that the customers have fulfilled their obligations towards the bankrupt financial institution in connection with the securities in questions, will be handed over to the customers.

Digital Assets

By operation of law, art. 16(1bis) of the Banking Act stipulates that Digital Assets are by law considered segregated assets if the digital assets are available at any time and attributable to clients. In accordance with art. 37d Banking Act, in the event of the custodian's liquidation or bankruptcy, the digital assets are segregated ex officio, and each client has a direct legal claim for delivery its digital assets (art. 37d Banking Act and art. 17 and 18 Federal Intermediated Securities Act (so-called "Absonderungsrecht"). Unlike contractual "inter partes" rights, this particular claim of segregation is a legal right and therefore effective "erga omnes", i.e., against anyone.

Art. 16(1bis) Banking Act stipulates that Digital Assets are considered segregated assets if the following conditions are met: (a) the bank has agreed to keep those Digital Assets readily available for its custody clients at all times, and (b) that these are either (i) individually allocated to the custody account holder or (ii) allocated to an omnibus account and evidence is available which share of the omnibus assets is attributable to the individual custody account holder.

AMINA has implemented those particular requirements as follows: (a) in the Custody Agreement with the client, AMINA has agreed to keep those Digital Assets readily available for its custody clients at all times, and (b) in its core banking system FINSTAR, the bank keeps a ledger and booking entry that either (i) individually allocates those assets to the custody account holder, or (ii) in the omnibus context, individually allocates those assets.

In addition, from an operational perspective, AMINA offers cold and hot storage solutions.

Cash

With respect to cash, the restitution is limited by the bankruptcy laws affecting the rights of creditors (and their respective creditor's rank) against the bank. In any event, clients of Swiss Banks supervised by the Swiss Financial Market Supervisory Authority ("FINMA"), like AMINA, benefit of a deposit insurance that guarantees their cash holdings up to a maximum of CHF 100,000 or equivalent per client and financial institution. Such deposit insurance scheme is called "esisuisse" and more information, including the list of the member institutions, can be found under www.esisuisse.ch/en. It is important to point out that any cash claims above this amount would have to be claimed within the regular claim process against the debtor's estate as a so called "3rd class claim" and pay-out would depend on the overall bankruptcy dividend.

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