

## **Staking Terms**

From time to time, OliveX (BVI) Limited (“we”, “us”, or “our”) may offer staking features underpinned by Smart Contracts where eligible users can participate in staking campaigns (each, a “Relevant Campaign”) and earn rewards by connecting their Electronic Wallets to the Site.

These staking terms (“Staking Terms”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and OliveX (BVI) Limited concerning the use of our staking features. We reserve the right, in our sole discretion, to make changes or modifications to these Staking Terms at any time and for any reason. We will alert you of any changes by updating the Last Updated date of these Staking Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Staking Terms to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Staking Terms by your continued participation in the Relevant Campaigns after the date such revised Staking Terms are posted.

These Staking Terms should be read alongside our Terms of Use. The definitions and terminology used in our Terms of Use shall apply to these Staking Terms unless otherwise specified in these Staking Terms.

### **1. WHO CAN PARTICIPATE**

To participate in a Relevant Campaign, you must satisfy the following criteria:

- a. You must be at least 18 years old.

- b. You must not be included in any trade embargoes or economic sanctions list (in particular, any list designated under the Sanctions and Anti-Money Laundering Act 2018 (Chapter 13) of the laws of England and Wales).
- c. Read and understand our Terms of Use and the Privacy Policy.

Notwithstanding the criteria above, we (and our subsidiaries and affiliates) reserve the right to, in our sole discretion and without notice and any liability to refuse, suspend or terminate your access to the Relevant Campaign at any time.

## **2. STAKING CAMPAIGNS**

### **a. General**

You may participate in Staking Campaigns and earn rewards on specified digital assets that you maintain in your Electronic Wallets for a defined period of time (“Fixed Scheme”) or an indefinite period of time (“Flexible Scheme”, collectively with Fixed Schemes, “Reward Schemes”). Each Reward Scheme covers only one type of digital asset and remains subject to a reward amount of up to a maximum reward amount specified by us from time to time (“Maximum Reward”). You can have multiple Reward Schemes so long as the aggregate value of the digital assets covered under all your active Reward Schemes do not exceed the Maximum Reward.

If the Maximum Reward is reduced such that the aggregate value of the digital assets covered by all your Reward Schemes exceeds the reduced Maximum Reward, we will do the following:

If you have only active Flexible Schemes, we will deallocate an amount that exceeds the reduced Maximum Reward, in an equivalent amount of whichever digital asset we select at our discretion.

If you have only active Fixed Schemes, we will defer enforcement of the reduced Maximum Reward until the expiration of the first Fixed Scheme that brings the aggregate value of the digital assets covered under all active Fixed Schemes below the reduced Maximum Reward.

If you have both active Flexible Schemes and Fixed Schemes, we will first deallocate the amount maintained across all Flexible Schemes that exceed the reduced Maximum Reward, in

an equivalent amount of whichever digital asset we select at our discretion. If the aggregate value of the digital assets covered across all Fixed Schemes remains in excess of the reduced Maximum Reward after we have deallocated all the digital assets held in Flexible Schemes, we will defer enforcement of the reduced Maximum Reward until the expiration of the first Fixed Scheme that brings the aggregate value of the digital assets covered under all active Fixed Schemes below the reduced Maximum Reward.

To the extent that the claiming of your rewards under any Reward Scheme involves any Gas Fees, you shall be solely responsible for paying the relevant Gas Fees and we reserve the right to make such deductions from your rewards as may be necessary to cover any Gas Fees.

#### **b. Flexible Schemes**

Each Flexible Scheme requires a minimum staking amount (“Minimum Stake”), which varies by digital asset and is disclosed on the Site. You are required to maintain the Minimum Stake of a given digital asset to accrue any rewards under a Flexible Scheme.

You have the freedom to deallocate the digital assets allocated to a Flexible Scheme at any time, subject to the terms of this Agreement.

Rewards will start accruing in respect of the digital assets allocated to and maintained in a Flexible Scheme on the day after you allocate such digital assets to the Flexible Scheme. Rewards will accrue on a daily basis based on the value of the digital assets held in the Flexible Scheme. Accrued rewards will be credited to the relevant Electronic Wallet you use for the Relevant Campaign in the same digital asset allocated (or such other digital asset as may be notified to you in the details of the Relevant Campaign) at such intervals and over such periods as may be notified to you in the details of the Relevant Campaign. If the Flexible Scheme is terminated before accrued rewards are credited, such rewards will be forfeited. No rewards will accrue on rewards already accrued and/or earned.

#### **c. Fixed Schemes**

Each Fixed Scheme requires a Minimum Stake which varies by digital asset and is disclosed on the Site.

Each Fixed Scheme will be for a fixed duration ranging from a certain defined period. The rate at which you earn rewards shall apply for the duration of the Fixed Scheme. We reserve the right to adjust the terms of any Fixed Scheme at any time so long as the adjustments do not impact the potential rewards to be earned during the Fixed Scheme duration.

Rewards will start accruing on the digital assets allocated and maintained in a Fixed Scheme on the day after you allocate such digital assets to the Fixed Scheme. Rewards will accrue on a daily basis based on the value of the digital assets held in the Fixed Scheme. Accrued rewards will be credited to the relevant Electronic Wallet you use for the Relevant Campaign in the same digital asset allocated (or such other digital asset as may be notified to you in the details of the Relevant Campaign) at such intervals and over such periods as may be notified to you in the details of the Relevant Campaign. If the Fixed Scheme is terminated before accrued rewards are credited, such rewards will be forfeited. No rewards will accrue on rewards already accrued and/or earned.

You are not allowed to close a Fixed Scheme or withdraw digital assets from a Fixed Scheme prior to its expiration. If you submit a request to close a Fixed Scheme or withdraw digital assets from a Fixed Scheme prior to its expiration, you agree that we shall not be under any obligation to honour your request until the expiration of the Fixed Scheme and that if we do accept your request, then any accrued rewards not yet credited to your Electronic Wallet will be forfeited.

Upon the expiration of a Fixed Scheme, the digital assets allocated to it will be automatically deallocated and there will be no automatic renewal of the Fixed Scheme.

### **3. SPECIFIC CAUTIONARY STATEMENTS**

#### **a. Financial Risks**

The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of your digital assets, which may also be subject to significant price volatility. While your digital assets are staked under a Reward Scheme with respect to a Relevant Campaign, you may not be able to deallocate your digital assets in time to react to such volatility (particularly in the case of Fixed Schemes).

We cannot guarantee that you will not lose money when you participate in a Relevant Campaign.

You are solely responsible for determining what taxes, if any, apply to your rewards from participating in a Relevant Campaign and we are not responsible for doing so.

No insurance has been taken out in relation to any of the digital assets that are subject to the Relevant Campaigns.

**b. Cybersecurity**

Bad actors (such as hackers or fraudsters) may attempt to expropriate, steal or otherwise compromise your digital assets or interfere with our services through various means, including malware attacks and spoofing. Such actions may result in the loss of digital assets and/or your ability to receive rewards under the Reward Schemes.

YOU ACKNOWLEDGE AND ACCEPT THAT THE RELEVANT CAMPAIGNS ARE CARRIED OUT IN CONNECTION WITH BLOCKCHAIN NETWORKS AND ELECTRONIC WALLETS CONTROLLED AND MANAGED BY EXTERNAL THIRD PARTIES. WE DO NOT EXERCISE ANY CUSTODY OVER YOUR DIGITAL ASSETS AND DO NOT GUARANTEE ANY REMEDY, REFUND OR OTHER FORMS OF COMPENSATION IN THE EVENT THAT ACTIONS BY BAD ACTORS RESULT IN THE LOSS OF DIGITAL ASSETS AND/OR YOUR ABILITY TO RECEIVE REWARDS UNDER THE REWARD SCHEMES.

**c. Regulatory Considerations**

The regulatory regime governing blockchain technologies, cryptocurrencies, and other digital assets is uncertain, and new regulations or policies may materially adversely affect and restrict the features that we provide to you.

YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE USE OF THE SITE, THE APP, THE SMART CONTRACTS AND ANY OF OUR RELATED SERVICES (INCLUDING YOUR PARTICIPATION IN THE RELEVANT CAMPAIGNS IS LEGAL IN YOUR JURISDICTION AND YOU SHALL NOT USE THEM SHOULD SUCH USE BE ILLEGAL IN YOUR

JURISDICTION. IF YOU ARE UNCERTAIN ABOUT WHETHER SUCH USE IS LEGAL IN YOUR JURISDICTION, PLEASE SEEK INDEPENDENT LEGAL ADVICE.

We may be forced to suspend, discontinue, or to change aspects of the Reward Schemes and any services in any jurisdictions without notice and for whatever reason if demanded by regulatory authorities. In such cases, your digital assets may be frozen for an indefinite period of time until the matter is resolved.

#### **4. RELATIONSHIP WITH TERMS OF USE**

These Staking Terms shall be deemed to be part of the Terms of Use.

For the avoidance of doubt, the following sections in the Terms of Use shall apply to these Staking Terms: 2 (User Representations), 3 (User Registration), 4 (Prohibited Activities), 6 (Submission), 7 (Third-Party Website and Content), 8 (Advertiser), 9 (Termination), 10 (Governing Law), 11 (Dispute Resolution), 12 (Disclaimers), 13 (Limitation of Liability), 14 (Assumption of Risk), 15 (Indemnification), 16 (User Data) and 17 (Miscellaneous).