

ETH Staking Services Terms

By requesting, accessing, using or continuing to use the staking services made available by Hash Blockchain Limited, you agree to be bound by these ETH Staking Services Terms.

These ETH Staking Services Terms (these "**Terms**") are entered into between:

Hash Blockchain Limited, a limited liability company incorporated under the laws of Hong Kong with registered office at Unit 614-615, Core D, Cyberport 3, 100 Cyberport Road, Hong Kong ("**HBL**", "**we**", "**us**" or "**our**"); and

You (the "**Client**"),

on the date you first request or use the Services (the "**Effective Date**").

WHEREAS

- A. HBL is licensed with the SFC (as defined below) for Type 1 (dealing in securities) and Type 7 (providing automated trading services) regulated activities under the SFO (as defined below), as well as for operating a virtual asset trading platform under the AMLO (as defined below). HBL's SFC license is subject to various conditions as published in the SFC public register (available at <http://apps.sfc.hk/publicregWeb/corp/BPL992/conditions>).
- B. HashKey Custody Services Limited ("**HCSL**") is a direct wholly-owned subsidiary and an associated entity (as defined under the SFO) of HBL. HCSL is registered with Hong Kong's Companies Registry as a Trust or Company Service Provider. HBL may provide the Services (as defined below) through HCSL and other Affiliates or service providers from time to time.
- C. You wish to utilize the Services provided by HBL under these Terms to participate in Staking (as defined below) of your ETH (as defined below) and other supported Virtual Assets.

It is hereby agreed as follows:

1. Interpretation

- 1.1 In these Terms, the following words and expressions, unless the context requires otherwise, have the following meanings respectively:

"Accounts" means the accounts of Virtual Assets and fiat-currencies, including their sub-accounts and the Wallet maintained by you with HBL and/or HCSL for using the Services.

"Affiliates" means the employees, consultants, representatives, authorized agents, subsidiaries, affiliates, licensors, licensees, sublicensees, successors and/or assigns of HBL.

"AMLO" means the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap. 615, Laws of Hong Kong).

"Blockchain" means a distributed ledger or database recording transactions in a Virtual Asset.

"Client" or **"you"** means the person who requests, accesses or uses the Services.

"Delegated ETH" or "Delegated Relevant Tokens" means your ETH or other Relevant Tokens that you instruct or authorize HBL to stake, delegate, transfer, lock, withdraw, unstake, or otherwise deal with for the purposes of Staking through the Services.

"Delegation/Delegate" means the act of voting, delegating, transferring, or making available the Voting Rights and/or Staking Rights with respect to a Virtual Asset in favor of another party.

"Disclosure Schedule" means the disclosure schedule as set out in Schedule 1.

"ETH" means Ether, being the native virtual asset of the Ethereum protocol, and includes any supported wrapped or technically equivalent form only where expressly accepted by HBL for the Services.

"Fee Schedule" means the fee schedule as set out in Schedule 2.

"Losses" means any direct or indirect loss, cost, expense, claim, injury or damage (including but not limited to reasonable attorneys' fees and expenses) arising from a breach of these Terms.

"Network Protocol" means the rules governing the inclusion of transactions in and the determination of the canonical version of a Blockchain.

"Outage Event" means any interruption, degradation, delay, cyber incident, systems failure, blockchain issue, validator issue, wallet issue, network failure, third-party service interruption, security incident or other operational event affecting the ETH Staking Services.

"Relevant Token(s)" means a Virtual Asset of the Supported Network Protocol in connection with the Services, including ETH.

"Returns" means staking-related returns generated from Ethereum staking, including Consensus Rewards and Execution Rewards.

"SEHK" means The Stock Exchange of Hong Kong Limited.

"Services" means the Staking services provided by HBL (including through HCSL and other Affiliates or service providers) as set out in paragraph 2.2 of these Terms.

"SFC" means the Securities and Futures Commission in Hong Kong.

"SFO" means the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong).

"Slashing" or "Slashing Event(s)" means any improper behavior, including:

- proposing and signing two different blocks for the same slot (i.e. double signing),
- attesting to a block that "surrounds" another one (i.e. effectively changing history), and
- attesting to two candidates for the same block (i.e. double voting),

during the validation of the Delegated Relevant Tokens to the Validator which results in forfeiture of any portion of the Delegated Relevant Tokens.

"Slashing Penalty" means the portion of the Relevant Tokens or Virtual Assets that is forfeited due to any Slashing Events as determined by the Supported Network Protocol and assessed by the Validator.

"Staked ETH" or "Staked Relevant Tokens" means any Delegated ETH or Delegated Relevant Tokens that are committed, locked, staked, delegated, or otherwise made available to participate in Staking under the relevant Supported Network Protocol through the Services.

"Staking" or "Stake" means any arrangement (including the required actions) which involves the process of committing or locking your Relevant Token(s) to participate in the validation process based on a proof-of-stake consensus mechanism, with returns generated and distributed for that participation in accordance with the Supported Network Protocol.

"Staking Node(s)" means the collection of server hardware and software required to maintain a current copy of the applicable Blockchain and to produce or validate new blocks for Staking.

"Staking Revenue" means Staking Rewards minus any Slashing Penalty assessed, if applicable.

"Staking Rewards" means all rewards attributed to your participation in the Staking validated by the Validator through operating the Staking Nodes in accordance with the Supported Network Protocol, which include but are not limited to, block rewards, endorser rewards, transaction fees and any other direct payments as a result of operating the Staking Node(s).

"Staking Rights" means the rights and powers associated with a particular Virtual Asset under the Supported Network Protocol that give the holder of that Virtual Asset (or the person to whom that holder has Delegated such rights and powers) the ability (alone or through cooperation with other holders or persons to whom that holder or other holders has or have Delegated such rights and powers) to validate, generate, or approve blocks of transactions to be added to a particular Blockchain in accordance with the Supported Network Protocol.

"Staking T&C" means the Terms and Conditions for Providing Staking Services issued by the SFC on 7 April 2025, and as revised, amended or updated by the SFC from time to time.

"Standing Authority" means the standing authority as described in paragraph 2.8 of these Terms.

"Supported Network Protocol" means any Network Protocol designated by HBL from time to time in relation to the Relevant Token(s) for which HBL and HCSL provide the Services in accordance with these Terms.

"Validator" means the operator of one or more nodes participating in the Supported Network Protocol's validation process based on a proof-of-stake consensus mechanism; and for the purpose of these Terms, may be an Affiliate of HBL (including HCSL) or such other third party Validators as engaged by HBL from time to time.

"Virtual Asset(s)" means digital representations of value which may be in the form of digital tokens (such as digital currencies, utility tokens or security or asset-backed tokens), any other virtual commodities, crypto assets or other assets of essentially the same nature as defined in section 53ZRA of the AMLO and any security token.

"Voting Rights" means the rights and powers associated with a particular Virtual Asset under the Supported Network Protocol that gives the holder of that Virtual Asset (or the person to whom that holder has Delegated such rights and powers) the ability (alone or

through cooperation with other holders or persons to whom the holder or such other holders has Delegated such rights and powers) to vote upon proposals relating to the applicable Network Protocol, including proposals to change such a Network Protocol, amend transactions and blocks previously included in the Blockchain or effectuate any Blockchain fork.

"Wallet(s)" means the Virtual Asset wallet(s) that you maintain with HBL and/or HCSL, and have been designated for Staking.

- 1.2 In these Terms, any reference to a person shall include corporate entities, unincorporated associations, partnerships, any other legal persons and individuals.
- 1.3 References to ordinances, statutes or statutory provisions shall where the context so admits or requires be construed as references to those ordinances, statutes or statutory provisions as respectively replaced, amended, consolidated, extended, or re-enacted or as their application is modified by other ordinances, statutes or statutory provisions from time to time and for the time being in force, and shall include any subordinate legislations, rules or regulations made under such ordinances, statutes or statutory provisions.
- 1.4 Headings in these Terms are for convenience and reference only and shall not be construed to have any binding effect and shall be ignored in construction or interpretation of the Terms.
- 1.5 Unless the context otherwise requires, words importing the singular include the plural and vice versa; words importing person include body corporate or unincorporate; words importing gender include every gender and the neuter gender.
- 1.6 Unless the contrary intention appears, references to clause, sub-clause, paragraph, schedule, annexure (if any) and exhibit (if any) are to clause, sub-clause, paragraph, schedule, annexure (if any) and exhibit (if any) to or of these Terms.

2. Services

- 2.1 By using the Services, you (a) agree to delegate your Relevant Tokens to HBL to participate in Staking on the Blockchain under the Supported Network Protocol, and (b) authorize HBL (including through HCSL and other Affiliates or service providers) to act on your behalf for the Staking and to take all necessary actions to provide the Services under these Terms.
- 2.2 HBL agrees to provide the Services which include but are not limited to the following:
 - (a) upon receipt of your request for the participation in or withdrawal from Staking, transmitting or submitting the request to the Validator and placing the necessary information (including the relevant addresses for rewards and gas fee) to facilitate the request on the Blockchain of the Supported Network Protocol;
 - (b) transferring or effecting the transfers of the Delegated Relevant Tokens in and out from the Wallet but such Delegated Relevant Tokens will remain under HBL and/or HCSL's custody;
 - (c) selecting operators for the validation process and coordinating with the Validator throughout the validation process with due skill, care and diligence;
 - (d) supplying or facilitating the supply of the infrastructure to operate the Staking Node(s);
 - (e) monitoring and maintaining the Staking Node(s);
 - (f) delivering data (such as reward data publication);

- (g) performing or monitoring the calculations of Staking Revenue, Staking Rewards and Slashing Penalties, and handling or facilitating the handling of such payments;
- (h) taking all other necessary actions ancillary to the above.

2.3 By using the Services, you agree and acknowledge the following:

- (a) The Services under these Terms are ancillary to the Virtual Asset trading and custody services provided by HBL and/or HCSL, and the use of the Services shall be subject to other terms and conditions imposed by the Supported Network Protocol.
- (b) the Validator(s) may be connected with HBL and/or HCSL. To retain control over the Delegated Relevant Tokens (whether or not they are Staked or unstaked), HBL has absolute discretion to appoint its Affiliates (including HCSL) or other service providers for the purpose of providing the Services. You specifically consent to HBL providing the Services using its Affiliates and transacting such business with their Affiliates. You further consent to release your information (including any deposit or withdrawal address) to the Validator and other service providers for the sole purpose of provision of the Services.
- (c) the Relevant Tokens participating in Staking will be locked up for a specific period required by the Supported Network Protocol. You agree not to request HBL to withdraw the participating Relevant Tokens from the Staking until the end of the required period.
- (d) where HBL provides the Services through an arrangement with one or more brokers licensed with the SFC for Type 1 (dealing in securities) regulated activities for the benefit of underlying clients (the “**Arrangement**”), you acknowledge and agree that the amount of ETH staked under the relevant Arrangement must remain above 32 ETH or such other minimum threshold required by the relevant Supported Network Protocol or operational arrangement. If that threshold is not maintained, HBL may, in its discretion or as required under the relevant Arrangement, un stake or arrange the unstaking of the entire affected amount of Staked ETH, suspend further participation in Staking under that Arrangement, or take such other action as HBL reasonably considers necessary or desirable. You acknowledge that this may result in delays, suspension or cessation of Staking Rewards, delayed access to ETH, or other operational consequences.
- (e) where the Services are provided through such Arrangement, the relevant Type 1 broker shall be responsible for ensuring that the relevant underlying clients are adequately informed of the material terms and operation of the Arrangement, including the applicable staking threshold, the consequences if that threshold is not maintained, and any requirement for the relevant underlying client to enter into a separate staking agreement or other applicable documentation with that broker in connection with the Arrangement.
- (f) all addresses used in connection with the Services, including any withdrawal address, reward address, gas fee address, or other designated on-chain address used for Staking, unstaking, withdrawal, reward distribution, or related operational purposes, shall be designated, maintained, and controlled by HBL and/or HCSL. The private keys or other signing credentials for such addresses shall be generated, stored, and managed within the custody and key management infrastructure maintained by HBL and/or HCSL. Any Validator, node operator, or technical service provider engaged by HBL in connection with the Services, shall not have possession of, access to, or signing authority over such private keys or addresses and shall not have the ability to transfer, withdraw, dispose of, or otherwise deal with client assets.

Instructions

- 2.4 You may provide instructions (including requests for Staking and withdrawal from Staking) to HBL. Instructions shall consist of (a) the amount of the Relevant Token to be Staked or unstaked and (b) other information as HBL and HCSL may require from time to time, through the channels designated by HBL and HCSL from time to time.
- 2.5 Subject to the Supported Network Protocol and other terms in these Terms, you may give instructions to HBL/HCSL to:
- (a) create, host, and/or operate the Staking Nodes for you, in which case HBL/HCSL shall process the instruction within the next business day if such instruction is received before 6 pm (HKT) on a business day, or within the second business day following the day of receipt if such instruction is received on or after 6 pm (HKT); In the event that an instruction is received on a non-business day, HBL/HCSL shall consider the next business day as the day of receipt; and
 - (b) withdraw the Staked Relevant Tokens from each Staking Node, in which case HBL/HCSL shall process the instruction within the next business day if such instruction is received before 6 pm (HKT) on a business day, or within the second business day following the day of receipt if such instruction is received on or after 6 pm (HKT); In the event that an instruction is received on a non-business day, HBL/HCSL shall consider the next business day as the day of receipt.
- 2.6 No instruction from you shall be binding on HBL and HCSL until it has been accepted by HBL and HCSL. Instructions that do not comply with the terms of the Supported Network Protocols (including instructions failing to satisfy the minimum amount requirements) shall be bound to be rejected.
- 2.7 HBL and HCSL shall process the accepted instruction by broadcasting the transaction to the blockchain network to initiate the Staking process. Staking Rewards shall be calculated and settled in accordance with the Supported Network Protocol.

Standing Authority

- 2.8 You shall give Standing Authority (including the power of undertaking the following activities by itself or through a Validator) to HBL (including through HCSL and other Affiliates or service providers), or otherwise such one-off written direction as required under the Staking T&C, for dealing with your Virtual Assets (including the Staked Relevant Tokens) or any funds (including fiat-currencies, if applicable, and any interests or rewards derived from or resulting in the holding of Virtual Assets or the funds) relating to transactions for the Accounts:
- (a) Stake the Relevant Tokens into the Supported Network Protocol;
 - (b) Receive, hold, and manage Staking Rewards generated;
 - (c) Deduct service charges as per the Fee Schedule from the Staking Rewards; and/or
 - (d) Unstake the Staked Relevant Tokens.
- 2.9 Unless you withdraw the Standing Authority before termination of these Terms, the Standing Authority shall be valid until the termination of these Terms.

Outages, business continuity and custodial arrangements

- 2.10 HBL may establish and maintain operational rules, controls and procedures for ETH Staking Services, including arrangements in respect of Outage Events, business continuity, business resumption and custodial arrangements.

2.11 If the Validator experiences any system disruption, validator instability, monitoring failure or other Outage Event, HBL may, without prior notice where impracticable and to the extent operationally necessary:

- (a) suspend acceptance of new staking instructions as a risk control measure until system stability is restored;
- (b) independently initiate validator exit messages;
- (c) verify validator status through public blockchain data sources or other sources HBL considers reliable;
- (d) directly manage staking, exit and withdrawal processes without reliance on the affected service provider's operational systems;
- (e) coordinate incident response, recovery and reconciliation; and
- (f) take any other action HBL reasonably considers necessary to protect client assets, maintain orderly operations, comply with legal or regulatory obligations or reduce the risk of loss.

2.12 Any unstaking request already submitted prior to an Outage Event may continue to be processed in accordance with applicable blockchain protocol timelines, validator exit processes and withdrawal arrangements, although HBL does not guarantee that any unstaking or withdrawal will be completed within any particular timeframe. The current HashKey staking disclosure states that unstaking timing depends on blockchain and network conditions and may vary according to demand.

2.13 HBL may maintain documented contingency procedures covering staking, validator exit and withdrawal processes, together with access control, operational segregation, incident escalation, recovery procedures and related business resumption arrangements.

2.14 HBL may hold, arrange for the holding of, or maintain control over ETH, Staked ETH, reward addresses, withdrawal credentials, wallets, transaction signing arrangements or related access credentials through HBL, its affiliates, associated entities or internal custody infrastructure, in each case subject to the governing account, custody and business terms applicable to the Client.

2.15 The implementation of ETH staking does not alter HBL's custodial model. All private keys and withdrawal credentials may remain exclusively within HBL's cold wallet infrastructure, withdrawal addresses may be pre-configured and controlled solely by HBL, and no Validator Service Provider or other third-party operator shall have authority to access client assets, withdrawal credentials or private keys, except to the extent strictly necessary for non-custodial validator operations as determined by HBL.

2.16 HBL may maintain segregated access controls, cold wallet key management procedures and other safeguards designed to ensure continuity of client asset recovery and withdrawal under stressed or degraded operational conditions.

2.17 Where protocol-driven withdrawals of staked assets occur, HBL may require that such withdrawals be directed to wallets, addresses or custody infrastructure controlled by HBL.

2.18 The Client acknowledges that custodial arrangements may affect staking timing, unstaking timing, reward distribution, reconciliation, operational processing and risk allocation.

2.19 HBL does not guarantee uninterrupted availability of the ETH Staking Services or that any Outage Event will be resolved within any particular timeframe.

Returns

2.20 Returns, if any, comprise Consensus Rewards and Execution Rewards sourced from Ethereum staking rewards.

2.21 Returns are calculated by reference to Consensus Rewards and Execution Rewards. Factors that may affect returns include network-wide staking levels, transaction activity, base fee fluctuations and maximum extractable value (MEV) extraction opportunities.

2.22 Returns may be reduced, delayed, withheld, adjusted, clawed back or not received at all due to protocol conditions, validator performance, slashing events, inactivity events, outages, third-party service provider issues, reconciliation adjustments, fees, legal restrictions or other operational factors.

2.23 HBL does not guarantee the amount, rate, timing or continued availability of any Returns.

Statements or reports

2.26 Unless as otherwise required by the Supported Network Protocol, HBL and HCSL shall provide you with the following:

- (a) secured Staking data file, consisting of on-chain status of the Relevant Tokens and Slashing information, through a reasonable means as reasonably requested by you; and
- (b) a daily statement or report showing the Staking Revenue, the Staking Rewards, and Slashing Penalty (if any) due and payable to you.

3. Fees, Charges and Compensation

3.1 You shall be entitled to receive the Staking Revenue, with more information outlined in the Disclosure Schedule.

3.2 HBL (and/or HCSL where applicable) shall be entitled to receive the fees as set out in the Fee Schedule.

3.3 Each party shall be responsible for paying all applicable taxes, if any, related to their Staking Rewards or Staking Revenue, including any taxes that may apply to the earnings of the party.

3.4 HBL and the Validator may have an agreement in place to cover compensation for Slashing Events. In the event of Slashing due to the Validator's fault, HBL/HCSL will use best endeavours to seek compensation from the Validator. Upon successful receipt of such compensation, HBL/HCSL will compensate the full amount to you within three (3) business days.

4. Ownership of Proprietary Information

4.1 The parties agree that all Proprietary Information created, discovered or developed by either party or its Affiliates (including, without limitation, information relating to the development of that party's business created, discovered, developed by that party or any

of its Affiliates during the term of these Terms, and information relating to its customers, suppliers, advisors, and agents and licensees) and/or in which property rights have been assigned or otherwise conveyed to that party or the Affiliates, shall be the sole property of that party or the Affiliates, as applicable, and that party or the Affiliates, as the case may be, shall be the sole owner of all trademark, service marks, logos, patents, copyrights, and other rights in connection therewith, including without limitation the right to make application for statutory protection.

"Proprietary Information" means all intellectual property owned or controlled by a party, including but not limited to all trademark, service marks, logos, patents, copyrights, and other rights in connection therewith, including without limitation the right to make application for statutory protection, any trade secrets, processes, discoveries, structures, inventions, designs, ideas, works of authorship, copyrightable works, trademarks, copyrights, formulas, improvements, inventions, product concepts, techniques, marketing plans, strategies, forecasts, blueprints, sketches, records, notes, devices, drawings, customer lists, patent applications, and such information created, developed or discovered by a party or its Affiliates under the term of these Terms.

5. Confidentiality

5.1 HBL may disclose or make available to you certain non-public information relating to the Services, the platform, security procedures, wallet arrangements, operational processes, or other proprietary matters. You must keep such information confidential and must not disclose it to any third party except as required by law or with HBL's prior written consent.

This paragraph does not apply to information that is publicly available, already lawfully known to you without restriction, or lawfully received from a third party without breach of any duty of confidentiality.

6. Representations and Warranties

6.1 You hereby represent and undertake the following:

- (a) You have full power to enter into and perform the obligations under these Terms, including any transaction carried out under or pursuant to these Terms.
- (b) You have obtained all necessary consents to enter into these Terms, place any order and carry out any other transaction under or pursuant to these Terms, and have the authority to operate according to these Terms.
- (c) You are willing and able, financially and otherwise, to assume the risk of making speculative investments; and have read and understood the risk disclosure statements as published on HBL's website.
- (d) You are in compliance with all applicable laws to which you are subject, including, without limitation, all tax laws and regulations, exchange control requirements, sanctions and registration requirements.
- (e) The information provided by you to HBL and/or HCSL is complete, up-to-date, accurate and not misleading in any material respect.
- (f) You are not bound by any market rules, stock exchange rules, or any other applicable laws (contractual or otherwise) or regulations that may affect HBL's or HCSL's ability to enforce any of its rights under these Terms including effecting any transactions through the Account.
- (g) You are not (i) a person or entity resident in, or organized or chartered under the laws of a jurisdiction identified as non-cooperative by the Financial Action Task Force; or (ii)

a person whose funds originate from or will be routed through, an account maintained at a foreign shell bank or “offshore bank” not subject to compliance with the anti-money laundering and anti-terrorism financing prescriptions of the Financial Action Task Force.

- (h) You have sought independent advice on the risks for Staking, including the types and nature of additional risks that the Staked Virtual Assets may be subject to Slashing risk, lock-up risk due to delayed unstaking processes, Blockchain protocol staking-related technical error / bug risk, hacking risk and inactivity risk relating to the Validators, and the legal uncertainty relating to Staking which may affect the nature and enforceability of your interest in the Staked Virtual Assets.

6.2 HBL service standards and operational commitments

HBL will use reasonable skill, care and diligence in providing the Services and, to the extent applicable to the Services and required by applicable Laws, will:

- (a) exercise due skill, care and diligence in the selection, appointment and ongoing monitoring of any Validator, node operator or other third-party service provider engaged in connection with the Services;
- (b) maintain internal controls and systems, technology and infrastructure (including security controls over key generation, storage, management transaction signing business continuity planning, handling of software update, cybersecurity risk management measures, financial resources and insurance coverage) in compliance with the Staking T&C and other applicable laws and regulations, to support the Services and manage the risks specific to the provision of the Services for the Supported Network Protocols.
- (c) maintain custody or control arrangements for your Delegated Relevant Tokens and withdrawal mechanisms in accordance with HBL’s operating model, applicable laws and HBL’s internal controls, including where applicable through HCSL as affiliated custody service provider.
- (d) where the Services involve addresses used for staking, reward receipt, gas fees, withdrawal or related operational purposes, ensure that such addresses and the associated private keys or signing credentials are controlled by HBL and/or HCSL in accordance with HBL’s custody and key management arrangements.
- (e) where HBL engages HashKey Cloud or any other node validation service provider, ensure that such provider acts only in a non-custodial capacity for validator operation, technical support, monitoring and on-chain data provision, and does not have possession of or signing authority over client withdrawal credentials or private keys.
- (f) notify you, by posting on the platform, website or app, by electronic communication, or by such other means as HBL considers reasonable, of any material change to the Services, to the extent required by applicable laws or as HBL considers appropriate.
- (g) keep such records relating to the Services as may be required by applicable laws and HBL’s internal policies from time to time.

6.3 No guarantee

You acknowledge and agree that:

- (a) Staking Rewards, Staking Revenue, validator performance, activation timing, reward timing, unstaking timing, withdrawal timing and service availability are not guaranteed;

- (b) the Services depend on the Supported Network Protocol, Validators, third-party service providers, market conditions, technical systems and other factors beyond HBL's reasonable control; and
- (c) except as expressly provided in these Terms and to the fullest extent permitted by Applicable Laws, the Services are provided on an "as is" and "as available" basis, without any representation or warranty of any kind, express or implied, including any warranty of uninterrupted availability, merchantability, fitness for a particular purpose, non-infringement, profitability or guaranteed reward generation.

6.4 Risk disclosures

Without limiting any other risk disclosures made available by HBL, you acknowledge that Staked ETH may be exposed to additional risks including:

- (a) slashing risk due to validator misconduct, signing errors, double-signing, misconfiguration or downtime;
- (b) inactivity risk where validator downtime, degraded performance or non-participation reduces rewards or results in penalties;
- (c) lock-up and delayed unstaking risk, including inability to access ETH immediately due to activation queues, exit queues, withdrawal processing or operational delays;
- (d) blockchain protocol, fork, upgrade, bug, technical error or consensus risk;
- (e) hack, cyberattack, exploit, smart contract exploit, wallet compromise, key-management failure or infrastructure failure risk;
- (f) validator and service provider risk, including operational failure, insolvency, negligence, misconduct or inadequate controls of third-party service providers; and
- (g) legal and regulatory uncertainty affecting the nature, treatment, enforceability, transferability or value of staked assets or related returns.

7. Indemnity and Limitation on Liabilities

- 7.1 You shall indemnify HBL, HCSL and their Affiliates against any Losses arising from or in connection with your breach of these Terms, your breach of applicable laws, any instruction given by you or on your behalf, or your use or misuse of the Services, except to the extent caused by HBL's fraud, wilful misconduct or gross negligence.
- 7.2 To the fullest extent permitted by Applicable Laws, HBL, HCSL and their Affiliates shall not be liable for any indirect, incidental, special, consequential or punitive loss, or any loss of profit, revenue, opportunity, goodwill or anticipated savings, arising out of or in connection with the Services.
- 7.3 Without limiting paragraph 7.2, HBL, HCSL and their Affiliates shall not be liable for any loss, delay or inability to access, un stake, withdraw or receive rewards arising from any blockchain, protocol, validator, slashing, lock-up, exit queue, network, cybersecurity, third-party service provider, market, regulatory or Force Majeure Event, except to the extent caused by HBL's fraud, wilful misconduct or gross negligence.
- 7.4 Nothing in these Terms excludes or restricts any liability that cannot lawfully be excluded or restricted under applicable laws.

8. Force Majeure

- 8.1 HBL shall not be liable for any delay, failure, interruption or restriction in the Services caused by any event beyond its reasonable control, including, but not limited to, acts of

God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature, any failure, deficiency or hacking in relation to data center, blockchain network or service providers, and any material adverse change or development in the local, national, regional or internationally financial, political, economic, or any material amendment of regulation by any governmental authority, or intervention from any of the parties' software or technical service providers.

9. Termination

- 9.1 HBL may suspend, restrict or terminate your access to the Services at any time, with or without notice, where HBL considers this necessary or desirable for legal, regulatory, operational, security, protocol, commercial or risk-management reasons.
- 9.2 You may stop using the Services at any time by submitting an unstaking or withdrawal request and ceasing to use the Services, but termination will only take effect once any applicable lock-up period, exit queue, operational process, fees and outstanding liabilities have been completed or settled.
- 9.3 On suspension or termination, HBL may reject new staking requests, continue processing existing instructions, maintain assets in staking until unstaking becomes possible, deduct outstanding fees and expenses, and take any other action reasonably necessary for an orderly wind-down of your use of the Services.
- 9.4 Clauses in the Terms which by their nature are intended to survive termination shall continue in full force and effect.

10. Miscellaneous

- 10.1 HBL may amend these Terms from time to time by posting the updated version on its website, platform or app, or by otherwise notifying you. Your continued use of the Services after the effective date of the amendment constitutes your acceptance of the amended Terms.
- 10.2 You may not assign or transfer any of your rights or obligations under these Terms without HBL's prior written consent. HBL may assign, transfer, delegate or subcontract any of its rights or obligations under these Terms to any Affiliate or third party, subject to applicable laws.
- 10.3 If any provision of these Terms is invalid, illegal or unenforceable, that provision shall be severed or construed to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.
- 10.4 No failure or delay by HBL in exercising any right under these Terms shall operate as a waiver of that right.
- 10.5 These Terms constitute the entire agreement between you and HBL in relation to the Services, and supersede all prior discussions or understandings relating to the Services, subject to any other terms expressly incorporated by reference.

11. Third Party Rights

- 11.1 Except as expressly provided in clause 11.2, no person other than you and HBL shall have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) to enforce any provision of these Terms.
- 11.2 HCSL may rely on and enforce any provision of these Terms that grants a benefit, protection, exclusion, limitation of liability, indemnity, authorization, consent, discretion or defence to HBL or HCSL.
- 11.3 Notwithstanding any other provision of these Terms, the consent of HCSL shall not be required for any amendment, variation, suspension, restriction, termination, rescission, waiver, release, assignment, novation or settlement under these Terms.

SCHEDULE 1 - Disclosure Schedule

https://support.hashkey.com/hc/en-gb/articles/4564277730585-HashKey-Exchange-Disclosure-for-Staking-Services?open_in_browser=true

SCHEDULE 2 - Fee Schedule

1. Subject to Ethereum Protocol and other Supported Network Protocols, for all Staking Rewards currently associated with the relevant Virtual Assets that are earned through the Services, a service charge of 20% will be imposed. The allocation of this 20% service charge is as follows:
 - 10% to HBL/HCSL for staking service administration
 - 10% to third-party Validator for node validation services
2. The service charge will be deducted in the form of the same Virtual Assets that are received as Staking Rewards. On the first day of each calendar month, fees will be deducted for all Staking Rewards accrued in the previous month.
3. HBL will provide at least fourteen (14) days' advance notice of any service charge adjustments, unless a shorter notification period is mutually agreed upon between HBL and you, or is required for operational, protocol, legal, regulatory, or market reasons.