

Terms and conditions

This Nomination (“Staking”) Agreement governs the legal relationship between WolfEdge Capital Ltd. (“WolfEdge”, “We”, “Us”) and you (“Nominator”). This Agreement shall be used for Staking tokens with WolfEdge for the purpose of gaining Staking Rewards as defined below and is not used for any other services offered by WolfEdge. Nominator represents that whether on personal behalf or for an institution or company that Nominator has authority to legally Stake tokens to WolfEdge and adhere to the terms listed in this Agreement.

BY STAKING TOKENS WITH ANY WOLFEDGE VALIDATOR SERVICE ON ANY SUPPORTED NETWORK, YOU ARE CONSENTING TO BE BOUND BY, ASSENTING TO THE TERMS AND CONDITIONS OF, MAKING REPRESENTATIONS AND WARRANTIES SET FORTH IN, AND WILL BECOME A PARTY TO THIS NOMINATION AGREEMENT.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE NOMINATION AGREEMENT, OR IF ANY OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE NOMINATION AGREEMENT IS INACCURATE AS APPLIED TO YOU, YOU MUST NOT STAKE TOKENS WITH OR OTHERWISE USE WOLFEDGE VALIDATOR SERVICES.

Definitions:

- “Agreement” means these Terms of Service and all Attachments.
- “Effective Date” means the date that you Stake your tokens with the WolfEdge Service.
- “Staking Rewards” means Tokens distributed by the Supported Network less WolfEdge validation fees and any Slashing Penalties.
- “Nominator” means the Party using the Service to gain Staking Rewards.
- “Party” means you or us, as applicable, and “Parties” means you and us collectively.
- “Platform” means our technology platform and infrastructure that we use to perform the Service.
- “Service” means our provision of validation services to Supported Networks, including, without limitation, producing and validating new blocks, processing transactions, and securing the network.

- “Slashing Penalties” means any penalty assessed by the Supported Network for our failure to perform the Service according to the Supported Network Protocol.
- “Staking” means use of the Service by Nominator to gain Staking Rewards.
- “Staked Tokens” means the Tokens that the Nominator has Staked with the Service.
- “Supported Network” means any blockchain network for which our Platform is able to provide the Service.
- “Supported Network Protocol” means the rules by which the Supported Network operates, including but not limited to the process for Staking, the quantity and timing of Staking Rewards, and the conditions under which Slashing Penalties are imposed.
- “Token” means the underlying digital asset of the Supported Network.

1. WOLFEDGE RESPONSIBILITIES

- a. WolfEdge will determine, in its sole discretion, the network and server requirements to reliably operate Staking Nodes. WolfEdge is responsible for all costs associated with procuring, installing and operating the Staking Nodes.
- b. Reasonable security safeguards will be employed by WolfEdge to protect the integrity and availability of Service, and to avoid Slashing Penalties.

2. NOMINATOR RESPONSIBILITIES

- a. Stake Tokens to WolfEdge's validator account when Nominator wants to receive staking rewards.
- b. Nominator shall be responsible for payment of all applicable taxes, if any, to which the staking rewards might be subject and all other taxes which may apply to Client; WolfEdge makes no representations in this regard. Nominator agrees to indemnify and hold WolfEdge harmless against any taxes, including penalties, duties and interest levied by any government on the staking rewards.

- c. Nominator acknowledges and agrees that nominator Funds which have been Staked may not be withdrawn prior to the conclusion of the Unbonding Period.

3. Services and Service Level Agreement

- a. Payment of Staking Rewards – Nominators will receive Staking Rewards directly attributable to their Staked Tokens. The percentage and timing of such remittances are determined based on the Supported Network Protocol. Factors that are used by the Supported Network in determining rewards can include the inflation rate in the Supported Network, the amount of nominated stake behind a given validator, the total number of validators in the system, whether a validator is in the active validator set, if the validator has experienced any Slashing Penalties, and WolfEdge validation fees. WolfEdge is solely responsible for Services and all Staking Rewards payments will be paid to Nominator by the Supported Network.
 - b. Transfers of Rewards – Any transfer of Staking Rewards will be subjected to Supported Network Protocol. Generally payments will be made by the Supported Network directly to the wallet or account from which the tokens were Staked.
 - c. WolfEdge will not accept, take control of, or custody any Staking Rewards on behalf of the user. WolfEdge provides Service to help secure the network and Supported Network compensates Nominator directly with Staking Rewards.
 - d. SLASHING PENALTIES – THE SUPPORTED NETWORK CAN IMPOSE SLASHING PENALTIES ON NOMINATOR’S STAKED TOKENS FOR WOLFEDGE’S FAILURE TO OPERATE SERVICE IN ACCORDANCE WITH THE SUPPORTED NETWORK PROTOCOL. BY ENTERING INTO THIS AGREEMENT NOMINATOR UNDERSTANDS AND ACCEPTS THE RISK OF LOSS OF UP TO ALL OF THEIR STAKED TOKENS IF A SLASHING EVENT WERE TO OCCUR.
4. **Confidentiality.** Each party may be exposed to the other party’s Confidential Information in the course of each party’s performance under this Agreement. Each party, on behalf of itself and its employees, contractors and agents (collectively, “Representatives”), agrees not to, except as set forth below or as required by applicable law or regulation, use or disclose Confidential Information during or after the term without the prior written consent of the other party. To protect Confidential Information, each party agrees to: (i) limit dissemination of Confidential Information to only those Representatives with a “need to know” in connection with this

Agreement; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with these confidentiality obligations. Nothing in this section will prohibit either party from disclosing Confidential Information to that party's professional advisors who are bound by a duty of confidentiality at least as restrictive as set forth in this Agreement. This Section will survive termination of this Agreement for a period of two (2) years.

5. **Indemnification.** Nominator shall indemnify, defend and hold WolfEdge harmless from and against all claims, suits and actions brought against WolfEdge by a third party, and all resulting liabilities, damages, losses and costs awarded by a court or included as part of a final settlement (in addition to reasonable attorney's fees and disbursements), arising from or relating to Nominator's use of the Services in a manner that breaches the terms and conditions of this Agreement or violates applicable laws or regulations.

6. Taxes

- a. Nominator shall be responsible for payment of all taxes, fees and surcharges, however designated, imposed on or based upon the use of the Services and Staking Rewards obtained by the use of Services.
- b. Neither WolfEdge nor any of its agents shall provide any advice or guidance with respect to the tax obligations of the Nominator. You are strongly encouraged to seek advice from your own tax advisor to discuss the potential tax consequences of entering into this Agreement and the receipt of any Staking Rewards.

7. Term & Termination

- a. The term of this Agreement will begin on the date that Nominator first Stakes Tokens with WolfEdge.
- b. Either party may terminate this agreement at any time for any or no reason.
- c. Upon the termination of this Agreement, provided that Nominator is not in material breach of this Agreement, Nominator will cease to Stake Tokens with WolfEdge.

- d. Upon termination of this Agreement, all licenses to access and use the Services will likewise terminate, and Nominator will immediately thereafter discontinue all such access and use.
 - e. Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement will survive the expiration or termination of this Agreement including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, indemnification and limitations of liability.
8. **Discontinuation of Service.** WolfEdge reserves the right to discontinue Service at any time for any or no reason. If WolfEdge decides to discontinue Service, we will publically announce our intention to do so providing a minimum of 30 days notice using public channels including our website, blog, and telegram group
9. **INTELLECTUAL PROPERTY.** All right, title, and interest in and to the Platform and the Website, including all modifications, improvements, adaptations, enhancements, or translations made thereto, and all proprietary rights therein, shall be and remain WolfEdge's sole and exclusive property.
10. **Acceptable Use.** Nominator may not (a) reverse engineer, disassemble, or decompile any part of the software utilities, plugins and services. Nominator shall bear the risk of loss for, and assumes all liability arising from, any unauthorized or fraudulent usage of Services (or any hardware or software component thereof). In addition, Nominator agrees not to (i) send or store malicious code in connection with the Services or otherwise interfere with or disrupt performance of the Services, (ii) use manual or automated tools to scan or probe the Services in order to determine vulnerabilities, or (iii) attempt to gain access to the Services or its related systems or networks in a manner inconsistent with the permitted use of the Service. WolfEdge reserves the right, but is not required, to take any and all action it deems appropriate, including, without limitation, blocking access to geographic areas or suspending access to Services (or any hardware or software component thereof), in order to prevent or terminate any fraud, abuse or illegal use of or activities in connection with the Services or any other breach of this section, provided, however, that any such action by WolfEdge shall be consistent with applicable laws, rules, and regulations.

11. Warranties and Disclaimers.

- a. Each party represents and warrants to the other party that it has the requisite power and authority to enter into this Agreement and to carry out all activities and transactions contemplated hereunder.
- b. WolfEdge warrants that WolfEdge will provide the Services in a professional and diligent manner and in accordance with applicable industry standards.
- c. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WOLFEDGE SPECIFICALLY DISCLAIMS ALL LIABILITY AND OBLIGATIONS WITH RESPECT TO ANY THIRD-PARTY PROVIDERS. WOLFEDGE MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE POTENTIAL MARKET FOR THE SERVICE OR THE AMOUNT OF NET REWARDS THAT MAY BE GENERATED HEREUNDER.

12. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WOLFEDGE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, AND / OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SPECIFICALLY WOLFEDGE WILL NOT BE LIABLE FOR NOMINATOR LOSSES ARISING FROM SLASHING PENALTIES. IN NO EVENT WILL WOLFEDGE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE EXCEED THE NET REWARDS OR REVENUE PAID TO NOMINATOR HEREUNDER DURING THE PERIOD SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

13. **Commitments.** WolfEdge has made no commitments or promises orally or in writing with respect to delivery of any future features or functions of the Services. In relation to any future features or functions, all presentations, request for proposal responses, and/or product roadmap documents, information or discussions, either prior to or following the entering into of this Agreement, are for informational purposes only, and WolfEdge shall have no obligation to provide any future releases or upgrades or any features, enhancements or functions, unless specifically agreed to in writing by both parties. Nominator acknowledges that no decisions are based upon any future features or functions of the Services.

14. **Notices.** Except as otherwise provided in this Agreement, all notices under this Agreement must be in writing and given by personal delivery, recognized national overnight courier service, or by Hong Kong registered or certified mail, return receipt requested.

Notice given to WolfEdge must be delivered to:

WolfEdge, Unit 1411, 14/Floor, Cosco Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong

WolfEdge may change the address to which notice must be delivered to it by providing notice of such updated address in accordance with this section.

15. **Changes to This Agreement.** WolfEdge may revise these Terms of Service from time to time and will post the most current version on its website. If a revision materially amends the Agreement, WolfEdge will notify Nominator (by, for example, posting on WolfEdge's blog or on WolfEdge's website). Nominator agrees to review the Terms of Service from time to time. By continuing to use or access the Services after the revisions come into effect, Nominator agrees to be bound by the revised Agreement.

16. **Force Majeure.** WolfEdge shall be excused from any delay or failure in performance of this Agreement to the extent such delay or failure is caused by wildfire, flood, explosion, war, embargo, governmental requirement, civil or military authority, Act of God, or any other causes beyond its reasonable control. Any such delay or failure shall suspend WolfEdge's obligations to perform under this Agreement until the cause for the delay or failure is removed.

17. **No Waiver.** No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the party to which it is attributed. No consent by a party to, or waiver of, a breach or default by the other party, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default.

18. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, the invalidity or unenforceability shall not invalidate this Agreement or render this Agreement unenforceable, but rather this Agreement shall be deemed modified to the least extent necessary to make it enforceable, and all other provisions of this Agreement will remain unaffected.

19. **Assignment.** WolfEdge reserves the right to assign this Agreement without the prior written consent of the other party.

20. **Governing Law; Dispute Resolution.** This Agreement will be governed and interpreted in accordance with the laws of Hong Kong without reference to conflicts of laws principles.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all other agreements (express or implied), proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter this Agreement by any representations or promises not specifically stated in this Agreement. The protections of this Agreement will apply to actions of the parties performed in preparation for and anticipation of the execution of this Agreement. Except as provided above (i.e., via WolfEdge's amendment to these Terms of Service from time to time) any amendment to this Agreement must be in writing and signed by duly authorized representatives of the parties.