

Staking Terms

A. Acceptance of these Terms

1. By clicking “I Accept” you acknowledge and agree that you have read and understood these terms and conditions (“**Staking Terms**”) of the staking service as described herein (“**Staking Service**”) made available by UMX, together with any additional terms or documents referred to in these Staking Terms, and that you will be specifically bound by and will comply with these Staking Terms, as updated and amended from time to time. By using the Staking Service, you hereby unconditionally and irrevocably: (a) confirm that you understand, accept and assume full responsibility for using the Staking Service together with any and all associated risks, including without limitation the risks described herein and in the Risk Disclosures, (b) explicitly consent to, and grant UMX Group all necessary rights for UMX Group’s use of your Digital Assets in relation to the Staking Service and any associated risks, and (c) have independently and carefully assessed whether, and determined that, the Staking Service is appropriate for you. These Staking Terms should be read carefully and it is important that you fully understand the risks involved before using the Staking Service. You should consult independent advice in relation to your investment. If you do not understand or accept these Staking Terms, you should not use the Staking Service.

B. Scope of these Terms and Changes

1. The Staking Terms will specifically apply to you when you use the Staking Service as made available on the Site from time to time.

2. These Staking Terms are supplemental to and shall be read together with the Terms of Use (“**Terms of Use**”) and the provisions set out in the Terms of Use shall continue to apply. All terms and clauses contained in the Terms of Use (except to the extent expressly modified herein) are incorporated by reference and have the same force and effect as if set out in their entirety in these Staking Terms. These Staking Terms constitute part of the Terms of Use in relation to the Staking Service. Any issues which are not included in these Staking Terms shall be governed by the Terms of Use. In the event of any conflict or inconsistency between these Staking Terms and the Terms of Use, these Staking Terms shall prevail with respect to the services contemplated hereunder, unless expressly stated otherwise. UMX may make changes to these Staking Terms (or any terms or information incorporated by reference) at any time in accordance with the Terms of Use, and you should check the Site for the latest terms and additional information before you use the Staking Service.

C. Risk Disclosures

1. By using the Staking Service, you get Rewards in exchange for providing UMX with your Digital Assets. The Rewards are not guaranteed or fixed, and their rates and timing may vary.

2. The Digital Assets you provide to UMX for subscribing to the Staking Service ("**Staked Digital Assets**") will not be segregated from the Digital Assets of others. The Staked Digital Assets may be commingled in hot wallets and cold wallets with the Digital Assets belonging to UMX Group and clients of UMX Group globally. You will not have a right to recover any specific Staked Digital Assets except where you redeem in accordance with the terms hereunder.

3. The Staked Digital Assets, at UMX's sole discretion and without prior notice, may be used for operating purposes by UMX Group including, but not limited to, loans to other clients of UMX and UMX Group globally in respect of any products and services provided by UMX and UMX Group. Any use of such Staked Digital Assets for operating purposes will be subject to established policies and explicit limitations as determined by UMX in its discretion.

4. You may redeem Digital Assets in accordance with the Staking Terms and UMX will return Staked Digital Assets in the same type of Digital Asset which you used in relation to the Staking Service, subject to the exceptional circumstances as described in these Staking Terms.

5. Information on some of the risks associated with using the Staking Service is set out herein and in our Risk Disclosures, which may be updated from time to time.

6. Although UMX takes reasonable precautions to minimize the risks described in the Risk Disclosures and to safeguard the return of Digital Assets to you in accordance with these Staking Terms, in exceptional circumstances UMX may not have sufficient assets readily available to return Digital Assets to you in a timely manner. This could result in you losing some or all of your Staked Digital Assets. These exceptional circumstances could arise, for example, following a catastrophic hack or major technical failure, a significant number of borrowers to whom loans have been made by UMX or UMX Group defaulting at the same time, depletion of the margin insurance fund, systemic risk or other black swan events that affect the cryptocurrency market as a whole.

7. No UMX Group entity makes any representation or warranty: (a) that the Staking Service is appropriate for any user or in any location, or (b) that the transactions and services described in these Staking Terms are (or will continue to be) available or appropriate for any user or

in any location. You are strongly encouraged to carefully review these Staking Terms and seek independent professional advice as to whether the Staking Service is appropriate for you having regard to your personal circumstances and objectives, financial position and risk tolerance.

D. Eligibility to the Staking Service

1. You agree that UMX may:

- Hold, stake, and/or redeem your Digital Assets, in whole or in part for the duration of the Staking Service in order to fulfill its obligations under the Staking Service;
- Acts as a validator on a Staking Protocol;
- Exercise any voting rights attached to the Staked Digital Assets, which rights are delegated by you to UMX; and
- Perform discretionary actions on the Digital Assets in your account(s) for providing the Staking Service.

2. You also understand and confirm that:

- You have agreed to abide by the Terms of Use, and are eligible and permitted to use the Staking Service provided under these Staking Terms;
- Any of your Digital Assets and the associated Staking Protocol(s) may be subject to delisting and applicable terms and conditions as provided or requested by UMX from time to time;
- If you use the Staking Service, the Staking Terms are binding on you;
- You have the experience and risk tolerance required to use the Staking Service, and have the experience and knowledge necessary to invest in non-guaranteed digital asset products;
- You have the ability and any necessary authorization to perform operations on the internet;
- These Staking Terms and your use of the Staking Service do not conflict with the laws of your country or region, and you agree to comply with the laws of your country

or region; and

- You are the legal and beneficial owner of all the Digital Assets in your account(s) and that the sources of your Digital Assets and fiat currency are not from illegal activities or otherwise improper or illegitimate.

3. You further agree that:

- You will not use the Staking Service in connection with any Prohibited Businesses and Activities, including without limitation illegal purposes such as money laundering, terrorist financing, fraud or any other activities or any businesses prohibited by the law; and
- You will not use the Staking Service in connection with any forms of price manipulation, insider dealing, market manipulation, market distortion or any other malicious wrongdoings to the market.

4. You understand and accept the risks that may arise to you and the related losses and damages you may suffer from using the Staking Service, as set out herein and in the Risk Disclosures. Those risks and losses include but are not limited to:

- Any loss you may suffer from the risks associated with the inability to sell or convert Digital Assets deposited into the Staking Service into a different Digital Asset immediately or where conversion is possible but at a loss. You are willing to bear the risks and potential financial losses caused by depositing Digital Assets with us as part of the Staking Service;
- Any loss you may suffer from the risks associated with the inability to trade, sell or convert any Staking Token into a different Digital Asset or where conversion is possible but at a loss. You are willing to bear the risks and potential financial losses caused by receiving any Staking Token;
- Any loss you may suffer from the risks associated with the inability to redeem the Staking Tokens or withdraw Digital Assets or any Rewards at a particular time or where redemption or withdrawal is possible but at a loss or subject to a fee. You are willing to bear the risks and potential financial losses caused by depositing Digital Assets into the Staking Service;
- Historical returns are not indicative of future returns. The Rewards displayed on the

order placement page are theoretical estimates only which vary based on different factors including but not limited to the mechanics of the underlying Staking Protocol(s), market conditions, and the Platform's operational requirements. They are not actual or guaranteed Rewards promised by UMX. UMX does not guarantee or promise any Rewards. Actual Rewards may vary from the estimated Rewards. Actual Rewards may be more or less than the rewards you would get if you stake your Digital Assets directly to the corresponding Staking Protocol(s). Rewards shall be calculated and distributed by UMX in its sole discretion. UMX may deduct costs, fees and expenses related to the operation of the Staking Service from your actual Rewards, to determine the final amount payable to you;

- Price fluctuations of Digital Assets and their derivatives may cause significant or total loss in a short period of time;
- The nature of Digital Assets means that technological difficulties experienced by UMX may prevent your access to, or use of, your Digital Assets;
- Market risks may occur, which may result in losses of your Digital Assets; and
- UMX may amend its terms or policies, including the Staking Terms, from time to time, while you are using the Staking Service. Any such amendments may or may not be to your advantage. If you do not accept the revised content, you should stop using the Staking Service.

E. Use of the Staking Service

1. The Staking Service allows users to obtain Rewards by staking Digital Assets and subsequently receiving a return of Digital Assets, which may include an increment. The Staking Service provided by UMX allows users to (i) stake their Digital Assets with UMX in return for Staking Tokens to which the Rewards are attached, and subsequently to (ii) redeem the Staking Tokens to obtain a return of Digital Assets plus Rewards (if any).

2. You may commence using the Staking Service by placing orders on the Platform. You are required to select: (i) the Digital Asset to stake, (ii) the quantity and (iii) any other details shown on the order page for each order. The Platform may impose a minimum or maximum staking quantity, or other relevant parameters. An estimated Reward may be shown at the time of the order placement. Where an estimated Reward is indicated, your Staked Digital Assets may not earn a Reward at a rate equivalent to or better than the estimated Reward shown. Once the order has been placed, you may not be able to cancel, revoke

or edit the order.

3. Once your order has been placed, UMX shall attempt to stake the Digital Assets on the relevant Staking Protocol(s), in an amount equivalent to the whole or a part of your order quantity. You will not be able to trade with such Staked Digital Assets. You agree to entrust and authorize UMX to perform the necessary actions to the Staked Digital Assets in your account(s), including but not limited to node voting, digital asset trading and other business activities. Depending on the underlying Staking Protocol(s) and market conditions, your order may not be successfully placed and you will not earn any Rewards. You will not be eligible to earn any Rewards until the day when an amount of Staking Tokens corresponding to your order (in whole or in part) arrives in your account(s) ("**Reward Calculation Day**"). The Reward Calculation Day may not be the same day when you placed your order at the Platform.

4. In connection with your order(s) placed, UMX will issue you with Staking Tokens in an amount proportionate to your order quantity in accordance with the conversion rate at the time of order placement. You acknowledge and undertake the risk that there may not be a market for the Staking Tokens; that the Staking Tokens may not be tradeable at all; that the Staking Tokens may be usable only on UMX for limited purposes specified by UMX; that Staking Tokens cannot be withdrawn from the Platform and/or that the Staking Tokens may not have an equivalent value to the native Digital Assets.

5. Rewards shall:

- Start accruing from the Reward Calculation Day. You may not be earning any Rewards on the day you place an order;
- Accrue periodically depending on the Staking Protocol. The frequency at which Rewards will be accrued to the Staking Tokens will depend on the underlying Staking Protocol(s) and market conditions;
- Accrue at a rate determined by the underlying Staking Protocol(s). Such rate can vary frequently. It can also vary based on a number of factors such as network inflation rate, staking participation rate, network activity, transaction fees, validator performance and commission fees, maximal extractable value and other operational factors;
- Accrue in the Staking Tokens instead of the Staked Digital Assets, unless otherwise specified; and

- Not accrue if your order is not successful or not placed by UMX for any reason, including market conditions.

6. In order to redeem your Staked Digital Assets, you must enter a redemption request on the Platform and state the amount of the Staking Tokens to be redeemed. The amount of Digital Assets that can be redeemed from the requested amount of the Staking Tokens shall be calculated in accordance with the conversion rate at the time of placement of the redemption request. The duration of the redemption process varies depending on the underlying Staking Protocol(s), the redemption mechanism set by UMX and market conditions. Partial redemptions may be permitted in certain situations as determined by UMX in its sole discretion. Once you have submitted a redemption request, you may not be able to cancel, revoke or edit the request and the Staking Tokens, which are now subject to a redemption request, will no longer be earning any Rewards. You agree and accept that when you redeem, the time it takes for the economic return of Digital Assets and Rewards (if any) to arrive at your account may vary (e.g., by days or weeks). UMX shall not be liable for any losses or damages caused by the difference between estimated and actual Digital Asset arrival time.

7. UMX reserves the right to charge a Staking Service Fee for providing you with any part of the Staking Service. Such Staking Service Fee may be published on the Platform, and may be modified by UMX, from time to time. The Staking Service Fee may contain fee(s) charged by the corresponding Staking Protocol(s).

8. UMX reserves the right to introduce, impose, adjust or remove any staking or redemption limit on the corresponding amount or time period in its sole discretion, while you are using the Staking Service. Main accounts and sub-accounts may share any limits or periods.

9. For further details of the staking and redemption process, please refer to the relevant service page(s) on the Site.

F. Suspension / Cancellation / Termination

UMX may suspend, cancel or terminate the Staking Service, or your use of the Staking Service, at any time and without notice, at its sole discretion. Without prejudice to the generality of the foregoing, those circumstances include situations where:

- you do not provide additional information to verify your identity or source of funds as requested by UMX;
- UMX is required to do so by court order, by any regulatory or governmental body,

or to comply with any applicable laws, rules and regulations;

- UMX is required to do so to comply with any direction or instruction from a government body or agency;
- UMX reasonably determines that any information you have provided to UMX is wrong, untruthful, outdated or incomplete; or
- you do not provide additional information that we request to our reasonable satisfaction or in a timely manner.

UMX may also suspend or remove any Staking Protocol from the Staking Service (or add a previous or new Staking Protocol to the Staking Service).

G. Liabilities

1. There are potential situations in which you may incur losses or liabilities, which include, without limitation, the following:

- Inability to use the Staking Service or make commands or perform trading operations due to failure, delay, interruption, lack of system response, delayed system response or other abnormal circumstances;
- Suspension of the Staking Service for maintenance;
- Failure to transmit data;
- Staking Service interruption or delay due to network issue, hacking, computer virus, technical adjustment or failure, website upgrade, asset transfer issues, temporary closure due to government regulations or other such matters;
- Losses due to technical problems that cannot be predicted or solved by existing technical forces;
- Losses due to third parties;
- Force majeure events or accidents, such as typhoon, earthquake, tsunami, flooding, plague, power outage, war, turmoil, government actions, terrorist attacks, pandemic, epidemic, or other such acts; and

- Losses due to changes in any applicable laws, rules and regulations, or government, regulatory or law enforcement orders.
2. You agree and accept that the above or any other circumstances may lead to failed or repeated transactions, abnormal market and price fluctuations, market interruptions and other possible unforeseen circumstances.
3. UMX reserves the right, in its sole discretion, to refuse to execute, suspend or cancel your instructions.
4. You agree and accept that, except as provided in the limitation of liability clause in the Terms of Use, UMX shall not be liable for any losses or damages and the liability cap as described in the Terms of Use. Please refer to the limitation of liability clause and other relevant clause(s) in the Terms of Use.

H. Definitions

Unless otherwise defined, capitalized words used in these Staking Terms shall have the same meaning given to them in the Terms of Use. The rules of interpretation set out in the Terms of Use shall apply to these Staking Terms, except that references to clauses are to clauses in these Staking Terms, unless otherwise stated. Definitions relating to the Staking Service include:

- **Staking Token:** a type of off-chain token issued by UMX representing a receipt of Digital Assets staked on selected Staking Protocol(s) as part of the Staking Service;
- **Rewards:** rewards or benefits that users may receive by staking and redeeming Digital Assets in the Staking Service;
- **Reward Calculation Day:** has the meaning in clause E.3;
- **Staked Digital Assets:** has the meaning in clause C.2;
- **Staking Protocol:** third-party blockchain network(s) to which Digital Assets may be staked, including native staking protocol(s). The Bitcoin protocol is not a Staking Protocol;
- **Staking Service:** has the meaning in clause A.1;
- **Staking Service Fee:** the charges imposed on a user for the use of the Staking Service,

payable to UMX at the time of distribution of Rewards. UMX deducts such charges from Rewards payable to the user, prior to distribution;

- **Staking Terms:** has the meaning in clause A.1; and
- **Terms of Use:** has the meaning in clause B.2.