



Special Terms and Conditions for Staking

Issued by Boerse Stuttgart Digital Custody GmbH for Retail Customers

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1. Scope of Application

These Special Terms and Conditions apply to your contractual relationship with us if you have been activated to use the staking functionality. They supplement our General Terms and Conditions, which continue to apply without change. Where these Special Terms and Conditions do not include specific provisions, the General Terms and Conditions also apply to the use of staking. In the event of any conflict, these Special Terms take precedence.

2. Definitions

- 2.1 "General Terms and Conditions" refers to the terms applicable to retail customers, which we provide to you in a durable format. You can access them at <https://bisonapp.com/dokumente/>.
- 2.2 "Network Reward" refers to the amount of cryptocurrency granted to a participant in a Proof-of-Stake blockchain – either for validating transactions or for selecting another validator – in accordance with the respective network protocol.
- 2.3 "Reward" refers to the portion of the Network Reward credited to you after our fee has been deducted.
- 2.4 "Special Terms" refers to these Staking Special Terms and Conditions for retail customers, which we provide in a durable format and make available at <https://bisonapp.com/dokumente/>.
- 2.5 "Staking" refers to the use of a Proof-of-Stake blockchain's native cryptocurrency to participate in the network's consensus mechanism—either directly as a validator or by delegating validation to a third party—in accordance with the applicable network protocol. Ownership and control of the cryptocurrency are not transferred.
- 2.6 "Unstaking" refers to the withdrawal of cryptocurrency from staking, as defined by the relevant network protocol.
- 2.7 "Unstaking Period" refers to the time between initiating and completing the unstaking process, in line with the respective network protocol.
- 2.8 "Validator" refers to a participant in a Proof-of-Stake blockchain who processes and verifies transactions to support network consensus, as specified by the applicable protocol.
- 2.9 "Contractual Relationship" refers to the full scope of the business relationship between you and us, as governed by the General Terms and Conditions and these Special Terms and Conditions.
- 2.10 Unless otherwise defined here, the definitions from the General Terms and Conditions apply where relevant.

3. General provisions

- 3.1 To use the staking functionality, you must first be activated by us. Once activated, our contractual relationship is extended to include the option of staking cryptocurrencies. We will inform you of your activation via the BISON online platform. Please note that there is no legal entitlement to activation.
- 3.2 Currently, staking is only available to natural persons whose sole residence and habitual place of stay is in Germany. Aside from this, Section 3.3 of our General Terms and Conditions remains unaffected.
- 3.3 We may offer changes to these Special Terms via the BISON online platform, by email to the address you've provided, or via the BISON Postbox, in each case in text form. You may accept or reject these changes – or take no action. Provided the proposed changes do not directly affect our core contractual obligations (i.e. essential contract components) or the fees associated with them, your consent will be deemed given (implied consent) if we notify you at least two months before the changes are set to take effect and you do not object within that time period. We will specifically inform you of this effect when presenting the changes. This implied consent rule also applies if the changes are not material – for example, if they serve only to clarify existing terms, add optional service features that you are not required to use, or are solely beneficial to you (such as improvements to current features) – as long as they do not significantly alter the contractual structure in a way that would amount to forming a new agreement. In addition, the implied consent rule applies to changes made in order to comply with binding legal requirements – including directly applicable EU law – final court rulings, or binding directives issued by a relevant supervisory authority, especially the German Federal Financial Supervisory Authority (BaFin). Any other changes to core contractual obligations will require your explicit consent to take effect.

4. Staking functionality

- 4.1 Through the staking feature available on the BISON online platform, you can instruct us to stake cryptocurrencies that we hold in custody on your behalf. The cryptocurrencies remain in our custody throughout the entire staking period – that is, in our possession and under our control.
- 4.2 Staking is only available for cryptocurrencies that we have specifically approved for this purpose. You can view the currently supported cryptocurrencies on the BISON online platform.
- 4.3 For technical reasons, staking requires a minimum amount, which we set individually for each supported cryptocurrency. Amounts below this minimum cannot be staked. The same minimum applies to unstaking. After an unstaking process, any remaining balance left in staking must not fall below the applicable minimum.
- 4.4 Once you've instructed us to stake a cryptocurrency, you may initiate unstaking no earlier than the following day. Unstaking is not possible before then. Once unstaking is initiated, the unstaking period begins. We have no control over the length of this period. Any timeframes shown in the BISON online platform are only estimates – the actual unstaking period may be shorter or longer. Staking ends once the unstaking period has concluded.
- 4.5 As long as a cryptocurrency is staked, you cannot sell it or transfer it to your own blockchain address.

5. Rewards and fees

- 5.1 You will receive rewards for cryptocurrencies that we stake on your behalf. The credited amount reflects your share of the network reward after deducting our fee, which is 27 % of the network reward and includes any applicable VAT.
- 5.2 Rewards are credited weekly on Mondays in the same cryptocurrency that was staked. Once credited, the rewards are available for sale or for transfer to your own blockchain address.
- 5.3 The amount of network rewards is determined by the respective network protocol and is outside of our control. As a result, the actual rewards and any returns generated from them may fluctuate – they may be higher or lower than expected.
- 5.4 The way network rewards are earned depends on the rules of the specific network protocol. It may take some time after staking for rewards to begin accumulating. We calculate rewards through the end of the unstaking period.
- 5.5 Past rewards are not a reliable indicator of future performance. Returns may also vary based on price fluctuations in the respective cryptocurrency. Any estimates of reward amounts or returns shown in the BISON online platform are for informational purposes only and do not constitute a guarantee.
- 5.6 Rewards do not bear interest. No partnership or joint venture is created between you and us.

6. Slashing

We have implemented high standards to prevent slashing. “Slashing” refers to a penalty mechanism defined by the respective network protocol that sanctions protocol violations. It may result in the partial or complete loss of staked cryptocurrencies and could lead to exclusion from the network. If slashing occurs, we will cover any losses resulting from cryptocurrencies being deducted.

7. Limitation or termination of the staking functionality and termination of the contractual relationship

- 7.1 We reserve the right to restrict or fully discontinue the staking functionality – for example, by no longer allowing certain cryptocurrencies to be staked. In such cases, we will provide you with at least two months’ notice, starting from the date on which we inform you. If staking is restricted or discontinued, the rest of the contractual relationship remains unaffected. In the event of discontinuation, only these Special Terms will cease to apply.
- 7.2 We may also restrict or discontinue the staking functionality without notice if there is a compelling reason that makes continued use of staking unreasonable for us – even when taking your legitimate interests into account. A compelling reason may include significant technical changes to the relevant network protocol, binding legal requirements (including directly applicable EU law), final court rulings, or binding decisions issued by a competent supervisory authority – particularly the German Federal Financial Supervisory Authority (BaFin).



- 7.3 If the staking functionality is restricted or discontinued – or if the contractual relationship is terminated – we will initiate unstaking of the affected cryptocurrencies in a timely manner and prevent further staking, taking into account the expected unstaking period.
- 7.4 The provisions governing termination of the contractual relationship in our General Terms and Conditions remain unaffected.

8. Final provisions

If any provision of these Special Terms and Conditions is found to be wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

END OF SPECIAL TERMS AND CONDITIONS