

**MGH DAO**  
**Staking Agreement**

PLEASE READ THIS AGREEMENT REGARDING THE STAKING OF MGH TOKENS CAREFULLY BEFORE CONFIRMING YOUR INTENT TO BE BOUND BY IT. IF YOU DO NOT AGREE TO THESE TERMS OF STAKING, DO NOT STAKE TOKENS.

You understand, agree and confirm that

- The MGH DAO is an experiment in the field of decentralized governance structures, in which participation is entirely at your own risk;
- This Agreement has legal consequences and releases, waives or limits our liability to you and your ability to bring future legal actions;
- Entering into this Agreement constitutes a waiver of your right, if any, to a trial by jury and participation in a class-action lawsuit; claim otherwise or to argue against its admissibility or authenticity in any legal proceedings;
- You have read, fully understood, and accept this disclaimer and all the terms contained in the Staking Agreement.

This Staking Agreement specifies the terms under which you may delegate (also referred to as “stake” or “staking”) your Tokens and earn staking rewards and benefits. If you do not agree to be bound by this user agreement, please do not use or access the service. Please read this Agreement carefully before staking your Tokens. By doing so or otherwise manifesting assent to this Agreement, Delegator agrees to be bound by the terms of this Agreement. If Delegator is accepting this Agreement on behalf of a company, Delegator represents that he or she is an authorized representative of the company capable of binding the company to this Agreement, and the company shall be deemed the Delegator for the purposes of this Agreement.

**1. DEFINITIONS. The definitions for some of the defined terms used in this Agreement are set forth below:**

- “Party” means “you” or “we” or “us”, as applicable, and “Parties” means “you” and “we” or “us” collectively.
- “Effective Date” means the date that you stake your Tokens.
- “Staking Rewards” means any rewards that one actually receives in exchange for the Service.
- “Actual Yield” means the number of rewards earned by the user.
- “Estimated Yield” means the estimate of rewards that the user may or may not earn.
- “Staking Period” means the time period for you to stake Tokens. If you delegate your Tokens on T Day and undelegate it between 0:00 to 24:00 on T+N day, your staking period is N-1 days.
- “Service” means the staking service on the website.
- “Token” means any tokens that you have delegated properly to us, as described on the website.
- “Website” means <https://metagamehub.io> and <https://app.metagamehub.io/stake>.

**2. USE OF SERVICE.**

2.1 You can make commands, such as delegate (stake), undelegate (unstake) through the Website. Once the command is received, the system will record the command and you will not be able to cancel or edit it. If you click Stake, then you’re free to click Unstake

immediately, but the system will have a record of your previous command. If you click Unstake, then you'll be unable to unwind the previous unstaking command.

2.2 When your Tokens are successfully delegated, you agree to authorize MGH DAO to collect staking rewards on your behalf.

2.3 Unless otherwise set forth in the Applicable Terms: (i) there is a maximum number of Tokens you may delegate to us; (ii) the minimum number of Tokens in delegation to qualify for rewards is posted on the Website; (iii) you may stake or unstake your Tokens depending on the network after a lock period or flexible. Detailed information will be provided on the website.

### **3. OBLIGATIONS AND DUTIES.**

Your Obligations and Duties. During the Term, you shall delegate your Tokens, as you elect from time and time, and you shall pay your taxes applicable as set forth in Section 4.3.

**DELEGATOR IS RESPONSIBLE FOR MAINTAINING THE SECURITY OF THEIR ACCOUNTS AND KEYS AT ALL TIMES.**

Delegator is expected to have knowledge of blockchain technology, staking, accounts, keys, and details of the MGH DAO Platform.

### **4. ECONOMIC TERMS.**

4.1 Calculation and distribution of Net Staking Rewards. We shall calculate and distribute to you Net Staking Rewards directly attributable to your Tokens and you shall receive Net Staking Rewards only for the duration of your Staking Period. The calculation of Net Staking Rewards, the estimated size of Net Staking Rewards, and the timing of such distribution: (i) are posted on the Website; (ii) vary by the amount staked (iii) change periodically; and (iv) are governed by the information posted on the Website on the date a distribution to you is due (not the date on which you delegated the Tokens to us). Unless otherwise set forth on the website, all distributions to you shall be in the same cryptocurrency in which the Tokens are denominated.

4.2 Taxes. You are solely responsible for the payment of any applicable taxes with respect to your share of Net Staking Rewards and for any other taxes resulting from the transactions contemplated herein. Neither MGH DAO nor anyone associated shall provide any advice or guidance with respect to the tax obligations of the Delegator. 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 Net Staking Rewards.

4.3 Rewards Distribution Destination. Any transfer of Net Staking Rewards to you shall be made directly to the corresponding wallet which was used on the MGH DAO platform.

### **5. TERM, AND TERMINATION OF THE AGREEMENT**

5.1 Term. The term of this Agreement (the "Term") commences on the Effective Date and shall continue in effect until terminated in accordance with Section 5.2.

5.2 Termination. Either Party may terminate this Agreement without notice to the other Party at any time for any reason. Upon termination of this Agreement: (i) you will cease delegating Tokens to MGH DAO; and (ii) MGH DAO will after the lock period promptly distribute to

you any staked tokens and staking rewards incurred.

## **6. LIMITATION OF LIABILITY.**

6.1 Staking Reward Yield. You agree and accept that the estimated reward yield displayed on the MGH DAO Website is an estimation but not a guaranteed or promised Actual Yield. The actual yield you receive may not meet or may be lower than the Estimated Yield. MGH DAO does not promise or guarantee any Actual Yield or Staking reward you will receive. You agree that you have no legal right to the staking rewards under any circumstances. MGH DAO has the sole right to stop the Staking without notice and to return the staked tokens without rewards.

6.2 Undelegation of Token. You agree and accept that when you undelegate your Tokens, the time it takes to arrive at your account may vary and the arrival displayed on the website is final. MGH DAO shall not be liable for any losses caused by the Tokens arrival time difference.

6.3 You agree and accept that MGH DAO holds the right to reject your participation in Staking in its sole direction without having to name any reasons.

6.4 You agree and accept that MGH DAO reserves the right to amend the content of this Agreement anytime in its sole discretion. MGH DAO shall not be liable for any losses due to your misunderstanding of this Agreement, or your delay in reading the amendments to this Agreement.

6.5 You agree and accept that if MGH DAO cannot provide the Service properly or the Service is interrupted due to the following conditions, such that you are unable to use the Services or cannot make commands or perform related trading operations, including but not limited to failure, delay, interruption, no system response, delayed system response or any other abnormal circumstances, MGH DAO shall not be liable to any losses. These circumstances include but are not limited to:

6.5.1 Service suspension for maintenance as announced by MGH DAO;

6.5.2 System failure to transmit data;

6.5.3 Force majeure or accidents, such as typhoon, earthquake, tsunami, flooding, plague, power outage, war, turmoil, government actions, terrorist attacks, etc., that lead to the suspension of the Service;

6.5.4 Service interruption or delay due to hacking, computer virus, technical adjustment or failure, website upgrade, banking issues, temporary closure due to government regulations, etc.;

6.5.5 Service interruption or delay caused by the computer system being damaged, defective or unable to perform normally;

6.5.6 Losses due to technical problems that cannot be predicted or solved by existing technical forces and solutions in the industry;

6.5.7 Losses to you or other third parties due to the fault or delay of third parties, including, without limitation, Service providers;

6.5.8 Losses to you or other third parties due to changes in laws and regulations or government orders;

6.5.9 Losses to you or other third parties due to force majeure or accidents caused by other unforeseeable, unavoidable and unsolvable objective circumstances.

You agree and accept that the above reasons may lead to abnormal transactions, market interruptions and other possible abnormal circumstances, MGH DAO reserves the right to refuse to execute your commands based on the actual circumstance. You understand and agree that MGH DAO shall not be liable for any of your losses (including but not limited to direct or indirect losses, actual losses or loss of possible yield, etc.).

## **7. REPRESENTATIONS AND WARRANTIES**

7.1 Each Party represents and warrants that: (i) this Agreement constitutes a valid and binding obligation and is enforceable against it in accordance with the terms of this Agreement; and (ii) Agreement by it and the performance of its obligations and exercise of its rights hereunder: (a) will not conflict with or violate in any material manner, any applicable law; or (b) are not in violation or breach of, and will not conflict with or constitute a default under, any contract, agreement, or commitment binding upon it.

7.2 You represent and warrant that: (i) you will not use the Service for any illegal purposes, including, without limitation, illegal gambling, money laundering, fraud, extortion, extortion, data breaches, terrorist financing, and any other violent activities or any businesses prohibited by applicable laws; (ii) you will not conduct, initiate or promote any forms of market manipulation or other forms of illegal conduct, including, without limitation, illegal gambling, money laundering, fraud, extortion, extortion, data breach, terrorist financing, and any other violent activities or businesses prohibited by applicable laws; (iii) you have the experience and risk tolerance of using the Service, and have the experience and knowledge to invest in non-guaranteed digital asset products; and (iv) If you are using the service on behalf of a legal entity, such legal entity is legally established and valid in accordance with applicable laws and you are duly authorized by the legal entity to have the right to act on their behalf.

## **8. DISCLAIMER**

8.1 MGH DAO does not provide any financial, investment, business, accounting, tax, legal, or other advice to you. All transactions are executed automatically, based on your Instructions, and you are solely responsible for determining whether any investment, investment strategy, or Transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance.

## **9. INDEMNIFICATION**

9.1 Each Party (in such capacity, the “Indemnifying Party”) shall defend, indemnify, and hold harmless the other Party and the other Party’s associates from any and all liabilities, damages, costs, and expenses (including reasonable attorneys’ fees) incurred by such indemnified parties in connection with any third-party action, claim, or proceeding (each, a “Claim”) arising from the Indemnifying Party’s breach of its representations and warranties in Section 7; provided, however, that the foregoing obligations shall be subject to the indemnified Party: (i) promptly notifying the Indemnifying Party in writing of the Claim; (ii) providing the Indemnifying Party, at its expense, with reasonable cooperation in the defense of the Claim; and (iii) providing the Indemnifying Party with sole control over the defense and negotiations for a settlement or compromise.

## **10. APPLICABLE LAW & DISPUTE RESOLUTION**

10.1 This Agreement shall be governed by and construed in accordance with the laws of Belize.

10.2 Where any dispute arises between both parties hereto in connection with the execution or performance of this Agreement, the parties hereto shall first seek to resolve such dispute

through amicable negotiations by and between themselves.

## **11. LEGALLY BINDING AGREEMENT**

11.1 You agree and understand to be legally bound by the terms and conditions set forth in these Terms and that these Terms govern your use of the staking serve and the services MGH DAO provides. By clicking "I AGREE," you agree and understand to be legally bound by the terms and conditions of this Agreement and you agree to MGH DAO's Terms. You understand that you have received the disclosures set forth herein. In addition, you represent and warrant that you have the authority to act on behalf of yourself and any entity or individual you represent. If you do not agree to be legally bound by the terms and conditions of these Terms, do not click "I AGREE" and please do not visit, access, or use MGH DAO in any capacity or manner.

### **DELEGATOR ACKNOWLEDGES THAT THE DELEGATOR HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

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 MGH DAO's sole and exclusive property.

#### **Commitments**

MGH DAO has made no commitments or promises orally or in writing with respect to the delivery of any future features or functions of the services. In relation to any future features or functions, all presentations, requests 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 MGH DAO 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. Delegator acknowledges that no decisions are based upon any future features or functions of the services.