

EIGEN Airdrop Terms and Conditions

BY PARTICIPATING IN THE AIRDROP, INCLUDING BUT NOT LIMITED TO BY ENTERING A WALLET (AS DEFINED BELOW) PURSUANT TO THE TERMS AND PROCESSES DESCRIBED HEREIN, PARTICIPANT ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTOOD, AND AGREED TO THESE AIRDROP TERMS & CONDITIONS IN THEIR ENTIRETY. THE PARTICIPANT IS RESPONSIBLE FOR MAKING ITS OWN DECISION IN RESPECT OF ITS PARTICIPATION IN THE AIRDROP AND ANY RECEIPT OF TOKENS. ANY PARTICIPATION IN THE AIRDROP IS SOLELY AT THE PARTICIPANT'S OWN RISK AND IT IS THE PARTICIPANT'S SOLE RESPONSIBILITY TO SEEK APPROPRIATE PROFESSIONAL, LEGAL, TAX, AND OTHER ADVICE IN RESPECT OF THE AIRDROP AND ANY RECEIPT OF THE TOKENS PRIOR TO PARTICIPATING IN THE AIRDROP AND PRIOR TO RECEIVING ANY TOKENS.

BY PARTICIPATING IN THE AIRDROP, THE PARTICIPANT EXPRESSLY ACKNOWLEDGES AND ASSUMES ALL RISKS RELATED THERETO, INCLUDING (WITHOUT LIMITATION) THE RISKS SET OUT BELOW. IN NO EVENT SHALL THE ORGANIZATION OR ANY ORGANIZATION PERSON BE HELD LIABLE IN CONNECTION WITH OR FOR ANY CLAIMS, LOSSES, DAMAGES, OR OTHER LIABILITIES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE AIRDROP OR THE RECEIPT OF ANY TOKENS.

THE ORGANIZATION DOES NOT TAKE ANY RESPONSIBILITY FOR THE PARTICIPATION BY ANY PARTICIPANT IN THE AIRDROP. THE ORGANIZATION DOES NOT PROVIDE ANY RECOMMENDATION OR ADVICE IN RESPECT OF THE AIRDROP OR THE TOKENS. EACH PARTICIPANT PARTICIPATES IN THE AIRDROP AT ITS OWN RISK AND RECEIVES TOKENS AT ITS OWN RISK.

INTRODUCTION

Welcome to the Eigen airdrop!

These Token Airdrop Terms & Conditions (“Airdrop Terms”) govern the participation in and receipt of tokens (“Eigens” or “Tokens”) through the airdrop program (“Airdrop”) organized by Alt Research Ltd., a BVI company (collectively, “Organization”, “we” or “us”). By participating in the Airdrop, you (“Participant”) agree to be bound by these Airdrop Terms.

These Airdrop Terms govern your ability to use our Services in order to participate in the Airdrop. Please read these Airdrop Terms carefully, as they include important information about your legal rights. By participating in the Airdrop, you are agreeing to these Airdrop Terms. If you do not understand or agree to these Airdrop Terms, please do not participate in the Airdrop.

1. You represent and warrant that all information provided during the Airdrop process is true, accurate, and complete.
2. You agree and acknowledge that (a) solely you are responsible and liable for all taxes due in connection with your participation in the Airdrop; and (b) you should consult a tax advisor with respect to the tax treatment of Airdrop Eigens in your jurisdiction.
3. You agree and acknowledge that you are responsible for complying with all applicable laws of the jurisdiction in which you reside or in which you are participating in the Airdrop and claiming Airdrop Eigens.
4. You agree that you are not (i) a Prohibited Person; (ii) directly or indirectly acting on behalf of a Prohibited Person; and (iii) located in or accessing the Services from a Prohibited Jurisdiction (as defined below). You agree that you will not use a virtual private network (“VPN”) or similar tool to circumvent any geo-blocking and/or other restrictions that we have implemented in connection with the Airdrop. Any such deliberate circumvention, or attempted circumvention, of our controls may permanently disqualify you from participation in the Airdrop, as determined in our discretion.
5. You agree and acknowledge that your participation in the Airdrop does not violate any applicable laws, including without limitation applicable economic and trade sanctions and export control laws and regulations, such as those administered and enforced by the EU, OFSI, OFAC, the U.S. Department of State, the U.S. Department of Commerce, the UN Security Council, and other relevant authorities.
6. You agree and acknowledge that the Organization reserves the right to require additional information from you and to enter, use, or share such

information into or with a Screening Service Provider (as defined below), and its systems, tools, or functionalities, as the Organization deems appropriate in its sole discretion, including to reduce the risks of money laundering, terrorist financing, sanctions violations, or other potentially illicit activity, or as otherwise necessary to address laws and regulations that may be relevant to the Airdrop or the Tokens. You agree to provide complete and accurate information in response to any such requests. You agree and acknowledge that the Organization is not responsible and cannot be held liable for any losses, expenses, or delays resulting from inaccurate or incomplete information, and you agree to assume full responsibility for any and all risks associated therewith.

7. You agree and acknowledge that your participation in the Airdrop and claim of Airdrop Eigens does not require or involve any form of purchase, payment, or tangible consideration from or to us, nor otherwise require or involve any acceptance of value by us from you. You agree and acknowledge that you (a) lawfully may receive Tokens for free via the Airdrop (other than gas fees or applicable taxes, if any, that may be due to third parties), (b) were not promised the Tokens or any tokens (whether via the Airdrop or otherwise); and (c) took no action in anticipation of, or in reliance on, receiving the Tokens or any tokens, the occurrence of an Airdrop, or potential participation in any Airdrop.
8. Your eligibility to receive Airdrop tokens or participate in the Airdrop is subject to our sole discretion. The Airdrop shall be conducted during a specified period, as determined by the Organization in its sole discretion (the "Airdrop Period"). Participant must follow the instructions set forth in any Airdrop announcement and/or such other instructions as may be provided by the Organization from time to time to participate in the Airdrop. The number of Tokens allocated to each Participant will be determined by the Organization, in its sole discretion, and such allocation may vary among Participants. Tokens may be made available for claims after an initial period in which Participants can check eligibility for, but not claim, Airdrop Eigens.
9. You agree and acknowledge that you are not entitled to receive any Airdrop Eigens and/or to participate in the Airdrop based on any documentation, commentary, calculators, metrics, and/or points systems published or otherwise made known by third parties monitoring activities on the EigenLayer Protocol (or any of its smart contracts) or providing third-party applications or services relating thereto ("Third-Party Publications and

Services”). You have no claim to Eigens based on such Third-Party Publications and Services. The Organization does not review, control, monitor, or confirm the accuracy of information that may be provided through Third-Party Publications or Services. You agree and acknowledge that you have not engaged, and will not engage, in any activities designed to obtain Airdrop Eigens, including on the basis of, or in reliance on, Third-Party Publications and Services.

10. You agree that you are the legal owner of the Airdrop Address (as defined below) that you use to access or participate in the Airdrop and the Services and will not sell, assign, or transfer control of such address or the Tokens to third parties to circumvent any Eigen lock-up period or to knowingly redistribute Tokens to a person, IP Address (as defined below), or Airdrop Address (as defined below) that would violate these Airdrop Terms if claimed directly by such person, IP Address, or Airdrop Address.
11. To participate in the Airdrop, you will need to enter an eligible Airdrop Address (as defined below) and/or connect a compatible third-party digital wallet (either, a “Wallet”). Failure to provide and connect an eligible Wallet may result in the forfeiture of Tokens. There may be technical limitations, delays, and/or transaction fees due or payable to third parties, such as gas fees on Ethereum transactions, to receive and/or claim Tokens through your Wallet.
12. By using a Wallet, you agree that you are using the Wallet in accordance with any terms and conditions of an applicable third-party provider of such Wallet. Wallets are not maintained or supported by, or associated or affiliated with, the Organization. When you interact with the Airdrop or other Services, as between the Organization and you, you retain control over your digital assets at all times. We do not control digital assets, including the Eigens, in your Wallet, and we accept no responsibility or liability to you in connection with your use of a Wallet. We make no representations or warranties regarding how the Airdrop or other Services will operate with, or be compatible with, any specific Wallet. The private keys necessary to access and/or transfer the digital assets held in a Wallet are not known or held by the Organization. Any third party that may gain access to Participant’s login credential, private key, or third-party cloud or storage mechanism for such information may be able to misappropriate Eigens and/or other digital assets held by Participant. The Organization has no ability to help you access or recover your private key and/or seed phrase for your Wallet. As between you and the Organization,

solely you are responsible for maintaining the confidentiality of your private key, and solely you are responsible for any transaction signed with your private key. The Organization is not responsible for any loss associated with the Participant's private key, digital wallet, vault, or other storage mechanism.

13. You agree and acknowledge that if you are unable to claim the Airdrop due to technical bugs, smart contract issues, gas fees, wallet incompatibilities, loss of access to a wallet or the key thereto, or for any other reason, you will have no recourse or claim against the Organization or any Organization Person. In any such cases, neither the Organization nor any Organization Person will bear any liability.
14. You agree and acknowledge that claiming the Airdrop may require interaction with, reliance on, or an integration with third-party products or services (e.g., a wallet or a network or blockchain) that we do not control. In the event that you are unable to access such products, services, or integrations, or if they fail for any reason, and you are unable to participate in the Airdrop or claim Airdrop Eigens as a result, you will have no recourse or claim against us or any Organization Person; and neither we nor any Organization Person bear(s) any responsibility or liability to you.
15. You agree and acknowledge that your participation in the Airdrop is at your own risk. You agree and acknowledge that you have carefully reviewed, read, and understood the Risk Factors below.
16. You agree that you shall defend, indemnify, and hold the Organization Persons harmless from and against any and all claims, actions, proceedings, investigations, demands, suits, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs, and fines or penalties imposed by any regulatory authority) incurred by the Organization Persons arising out of or in connection with: (a) your use of, or conduct in connection with, the Airdrop; (b) your breach or our enforcement of these Airdrop Terms, or (c) your violation of any applicable law, regulation, or rights of any third party. If you are obligated to indemnify any Organization Person hereunder, then you agree that the Organization (or, at its discretion, the applicable Organization Persons) will have the right, in its sole discretion, to control any action or proceeding and to determine whether the Organization wishes to settle, and if so, on what terms, and you agree to fully cooperate with the Organization in the defense or settlement of such claim. Your obligations under this indemnification provision will continue even after these Airdrop Terms have expired or been terminated.

ELIGIBILITY

1. The Organization, in its sole discretion, shall determine the eligibility criteria for participation in the Airdrop, including the amount of Eigens to be distributed to eligible Participants that satisfy certain criteria. Different eligible Participants may receive different amounts of Eigens in any particular Airdrop, depending on the criteria set forth by the Organization for such Airdrop. The Organization shall have no obligation to notify actual or potential Airdrop participants of the eligibility criteria for any Airdrop prior to, during, or after the claims are opened for such Airdrop.
2. The Organization reserves the sole and absolute right to disqualify any Participant or potential Participant it deems ineligible for an Airdrop (be it under these Airdrop Terms or by having determined that Participant engaged in any conduct that the Organization considers harmful, unlawful, inappropriate, or unacceptable). Such disqualification may be appropriate if the Organization determines, in its sole discretion, for example, that Participant may have used multiple addresses to obscure its identity or location or to attempt to game, cheat, or hack the Airdrop, Tokens, or the EigenLayer protocol.
3. Participant has full legal capacity and authority to bind and agree to the Airdrop Terms. Participant is at least 18 years of age or is of legal age to form a binding contract under applicable laws. If Participant is acting as an employee or agent of a legal entity, and enters into the Airdrop Terms on behalf of the entity, Participant represents and warrants that Participant has all necessary rights and authorizations to do so.

The Organization may deny, in its sole discretion, any person, internet-protocol address (“IP Address”), and/or Ethereum or similar digital-asset, smart-contract, or protocol address (“Airdrop Address”) access to the Eigen Claims website (or otherwise exclude such person, IP Address, or Airdrop Address from Eigen Claims) based on data from the Organization’s Screening Service Provider when such data indicates such person, IP Address, or Airdrop Address may present heightened risks based on the Organization’s risk assessment framework (“Risk Assessment Framework”).

By using the Services and participating in any Airdrop:

a. You agree and acknowledge that your Airdrop Address will be screened and excluded from Eigen Claims, at our sole discretion, if we detect threshold transactions between your Airdrop Address and another Ethereum or similar digital-asset, smart-contract, or protocol address associated with certain risk-exposure categories established by our Screening Service Provider.

b. You agree and acknowledge that your IP Address will be screened and excluded from Eigen Claims if our geo-location controls detect that you may be located in a (a) Sanctioned Jurisdiction; (b) jurisdiction subject to heightened sanctions risks identified or enforced by certain countries, governments, or international authorities; or (c) jurisdiction otherwise considered high risk with respect to the Airdrop or otherwise (collectively, "Prohibited Jurisdictions"). You agree and understand that the Prohibited Jurisdictions are subject to change at our sole discretion without notice.

Sanctioned Jurisdiction: United States of America or Canada, the People's Republic of China, or countries which are the subject of any sanctions administered or enforced by any country or government or international authority, including without limitation Cuba, North Korea, Timor-Leste, Cambodia, Republic of the Union of Myanmar, Lao People's Democratic Republic, Tanzania, Pakistan, Uganda, Mali, Afghanistan, Albania, Angola, Botswana, Chad, Central African Republic, Eritrea, the Republic of Guinea, Guinea-Bissau, Somalia, Zimbabwe, Democratic Republic of the Congo, Republic of the Congo, Ethiopia, Malawi, Mozambique, Madagascar, Crimea, Kyrgyzstan, Haiti, Bosnia and Herzegovina, Uzbekistan, Turkmenistan, Burundi, South Sudan, Sudan (north), Sudan (Darfur), Nicaragua, Vanuatu, the Republic of North Macedonia, the Lebanese Republic, Bahamas, Kosovo, Iran, Iraq, Liberia, Libya, Syrian Arab Republic, Tajikistan, Uzbekistan, Yemen, Belarus, Bolivia, Venezuela, the regions of Crimea, Donetsk, Kherson, Zaporizhzhia or Luhansk, or any other country or region that is the subject of comprehensive country-wide or region-wide economic sanctions by the United States, EU and the UK.

c. To avoid circumvention of our geo-location controls, the Organization has implemented proxy and VPN detection and blocking controls, which are designed to prevent Eigen Claims by any person detected to be using VPN and similar proxy technologies.

USER INTERFACE DISCLAIMER

There is only one website for Eigen Claims, which is the following: <https://stake.altlayer.io/rewards/eigen>.

Use of the website for Eigen Claims and participation in the Airdrop is at the risk of the user. The Services are provided on an “as is” and “as available” basis. The Organization expressly disclaims all warranties of any kind, whether express, implied, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

The Organization makes no warranty that the Airdrop or the Services will meet your requirements or be uninterrupted, timely, secure, or error-free. The Organization makes no warranty that the results that may be obtained from access to or the use of Services will be accurate or reliable or that the quality of any products, services, applications, information, or other material purchased or obtained by you through the Services will meet your expectations.

By accessing and using the Airdrop or the Services, you represent and warrant that you (a) understand the risks inherently associated with using cryptographic and blockchain-based systems and (b) have a working knowledge of the usage, storage, and intricacies of digital assets, such as those, like Eigens, following an Ethereum token standard (ERC-20). You further represent that you understand that markets for digital assets are highly volatile due to various factors, including adoption, speculation, technology, security, and regulation. You acknowledge and accept that the cost and speed of transacting with cryptographic and blockchain-based systems, such as Ethereum, are variable and may increase or decrease dramatically at any time. You acknowledge and accept the risk that your digital assets may have no value or lose some or all of their value during the Airdrop Period or after. You understand that anyone can create a token, including fake versions of existing tokens and tokens that falsely claim to represent certain projects, entities, or people, and you acknowledge and accept the risk that you or others may mistakenly seek to claim or trade those or other tokens. You acknowledge that the Organization is not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience, including losses while accessing or using the Airdrop or the Services. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Airdrop and the Services.

You expressly understand and agree that the Organization will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits, including damages for loss of goodwill, use, or data or other intangible

losses (even if the Organization has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability, or otherwise, resulting from: (a) the use or the inability to use the Airdrop or the Services; (b) the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the Airdrop or the Services; (c) unauthorised access to or alteration of your transmissions or data; (d) statements or conduct of any third party on the Services; (e) interruption or cessation of function related to our interface or website; (f) bugs, viruses, trojan horses, or the like that may be transmitted to or through the interface or website; (g) errors or omissions in, or loss or damage incurred as a result of the use of, any content made available through the interface or website; or (h) any other matter relating to the Airdrop or the Services.

NO PROFESSIONAL ADVICE AND NO FIDUCIARY DUTIES

All information provided on the website or through the Airdrop or the Services, or otherwise provided by the Organization, is for informational purposes only and is not and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained on the website or obtained through the Airdrop or the Services. Before you make any financial, legal, tax, or other decisions with respect to the Airdrop or the Services, you should seek independent, professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

These Airdrop Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in these Airdrop Terms.

LIMITATION OF LIABILITY AND INDEMNIFICATION

You have reviewed with your professional legal and other advisors and agree with the Disclaimers, Limitations of Liability, and Indemnification provisions in the General Terms.

ENTIRE AGREEMENT

These Airdrop Terms contain the entire agreement between you and the Organization regarding the Airdrop and supersede all prior and contemporaneous understandings between the parties regarding the Airdrop. We may modify these Airdrop Terms from time to time in which case we will update the “Last Revised” date at the top of these Airdrop Terms. The updated Airdrop Terms will be effective as of the time of posting, or such later date as may be specified in the updated Airdrop Terms. Your continued access or participation in the Airdrop after the modifications have become effective will be deemed your acceptance of the modified Airdrop Terms.

SEVERABILITY

If any term, clause, or provision of these Airdrop Terms is held to be illegal, invalid, void, or unenforceable (in whole or in part), then such term, clause, or provision shall be severable from the Airdrop Terms without affecting the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision in the Airdrop Terms, which will otherwise remain in full force and effect. Any invalid or unenforceable provisions will be interpreted to affect the intent of the original provisions. If such construction is not possible, the invalid or unenforceable provision will be severed from the Airdrop Terms, but the rest of the Airdrop Terms will remain in full force and effect.

RISK FACTORS

Claiming, using, transacting in, holding, and/or purchasing or selling the Eigen token involves a high degree of risk, including unforeseen risks that may not be included below. You should consult with your legal, tax, and financial advisors and carefully consider the risks and uncertainties described below, together with all of the other information in these Airdrop Terms, before deciding whether to claim, use, transact in, hold, purchase, or sell the token. If any of the following risks were to occur, the Token or Protocol could be materially and adversely affected.

References in these risk factors to (i) the “Protocol” refers to the collection of smart contracts known as the EigenLayer Protocol, (ii) the “Token” or “Eigen” refers to the Eigen token used on the EigenLayer Protocol and (iii) “Application” refers to any ‘front-end’ or web interface that the Organization may host, including www.eigenfoundation.org and any subdomain.

There is only one website for Eigen Claims, which is the following: <https://stake.altlayer.io/rewards/eigen>. Do not trust any other website regardless of its source or origin or any link routing you to a different website.

Risks Relating to the Protocol

(a) Risks Relating to the Launch of the Protocol. The Eigen is designed to be used on the EigenLayer Protocol. There can be no assurance that Eigens or the Protocol will function as intended or as described on any website or in other communications or will be maintained and further developed according to current plans. There can be no assurance that you will be able to utilize Eigens or the Protocol in any particular way.

(b) Risks Relating to Smart Contracts and Programs. The Protocol is generally comprised of a number of smart contracts. Smart contracts and programs are computer codes that can be created and run by the users of the network on which such smart contract or program is based. A smart contract or program can take information as an input, process that information through the pre-determined rules and conditions defined in the computer code, and execute certain actions, such as Eigen transactions, pursuant to such programming. The use of smart contracts and programs creates substantial risk exposures. Smart contracts are self-executing once deployed, generally without reliance on a central party, and use experimental cryptography. Smart-contract risks include the following, which may affect adoption, continued use, or functioning of the Protocol and thereby your ability to use Eigens:

1. Flawed or Imprecise Code: Smart contract code may be imprecise or flawed. In such cases, smart contracts on EigenLayer could have specifications or conditions that are implemented or executed in ways that are not expected. You may be at risk of losing all or a substantial portion of your staked digital assets through an adverse event relating to such code. Smart contracts could contain vulnerabilities or bugs that could be exploited, potentially resulting in a complete or substantial loss of your staked digital assets. Malicious actors could exploit such vulnerabilities or bugs to cause the execution of erroneous or unexpected slashing conditions or theft of your staked digital assets.
2. Lack of Remediation: If imprecise or flawed code is discovered in a deployed smart contract, it may not be susceptible to identification *ex ante* and remediation may be difficult or ineffective. In some cases, the only practical

remediation may include deploying a new smart contract or incorporating updating mechanisms that may be disruptive, risky, complex, costly, time consuming, and/or unable to reverse adverse scenarios, including complete or substantial loss of your staked digital assets.

3. **Flaws in Programming Languages:** The use of programming languages in smart contracts poses risks, including vulnerabilities arising from language complexity, potential bugs and flaws in language designs or compilers, limitations in functionality or performance impacting implementation, and a lack of maturity and sustained support for certain languages impacting the reliability and security of the developed contracts. Even widely used programming languages, like Solidity, may have compiler bugs or other flaws that, if discovered and exploited, may result in substantial or total losses of your staked digital assets.
4. **Irrevocable Token Transactions:** The use of a distributed ledger and blockchain technology, like Ethereum, creates a public record of Token balances that is exceedingly difficult to change once it reflects a particular state. This means that if a Token transaction were executed in error or as a result of fraud or theft, such a transaction would not be practically reversible. Consequently, the Organization will be unable to replace missing or misappropriated Tokens or seek or provide reimbursement for any such erroneous transfer, fraud, or theft. The inability to reverse transactions or seek other forms of redress for such action, error, fraud, or theft could result in the permanent loss of some or all of your Tokens. This lack of redress could cause reputational harm to, and diminish participation on, the Protocol and/or adversely affect the financial viability or performance of the Organization.
5. **Lack of Control over Protocol and Upgrades:** EigenLayer is envisioned to be an open-source project with Protocol governance collectively controlled by a community of users ("Protocol Users"). However, the Organization has control of certain multi-signature wallets relating to the Protocol at this time, and its control of those wallets can enable certain upgrades and transactions. Under current plans, and over time, the Organization will not have control over these wallets and the Protocol, and it will not be able to control the actions of Protocol Users. This means that although the Organization has engaged in substantial research and development with respect to the Protocol and its governance and security features, any future changes to the Protocol may need to be voluntarily adopted by Protocol Users, including, as applicable, Protocol Users participating in governance as token-holders

and/or as signatories for multi-signature wallets operated by the community. Because the Organization will lack control over community governance and the Protocol, under current plans, and over time, the Organization will not be able to prevent Protocol Users or others from mismanaging code, ensure that there is an adequate or timely response to emergencies or other identified risks, or adopt necessary code or governance changes. Protocol Users or others may make decisions or take actions (or fail to make decisions or take actions) in ways that adversely affect you, Protocol Users, and/or the Protocol. In addition, the Protocol may not run or function as intended, when deployed to mainnet or after upgrades or changes, and in such cases, you and the Organization may have limited recourse. Any of these could result in substantial or total losses of your staked digital assets and/or uses of EIGENS. Furthermore, various technology solutions are and will be incorporated into the Protocol. Some or all of these technology solutions are relatively new and/or untested. There is significant risk to building and implementing new technologies that may have never been used or that are being used in different ways. There is no guarantee that such technologies will operate as intended or as described in any marketing or other materials distributed by the Organization or others or will continue to function according to current plans.

(c) Risks Associated with Slashing: EigenLayer will enable stakers to opt-in and validate for actively validated services (“AVSs”). These stakers will have their withdrawal credentials pointed to a set of smart contracts, which subject their digital assets, such as Ether, to slashing conditions negotiated with AVSs. There is no guarantee that you or other Protocol Users will view slashing rules or conditions as precise, objective, fair, or fairly applied. There is no guarantee that any governance to mediate slashing events will be fair or impartial, or exist. The application of certain slashing rules and conditions may be challenging and/or ambiguous and lead to disagreements among stakers, other Protocol Users, and AVSs. You or other Protocol Users could have digital assets erroneously slashed, causing substantial or total losses of your staked digital assets. Your staked digital assets could be opportunistically threatened by an AVS or an operator providing validation services at your direction. Your digital assets, including EIGENS, may be partially or completely slashed despite your best efforts to validate transactions and respond to conditions as expected.

Slashing, slashing attacks, and/or any perceptions of unfair slashing could result in Protocol Users determining not to stake their digital assets on EigenLayer. A sudden

change in the size and constituency of the pool of digital assets supporting validation of AVSs could disrupt AVSs or EigenLayer or result in disruptive changes in the prices of validation services. Any of these possibilities could diminish the use and viability of the Protocol. Any of these also could adversely impact you and adversely affect adoption of EigenLayer and ultimately, your ability to use Eigens.

(d) The Volatility and Instability of Staked Digital Assets. At this stage, the EigenLayer Protocol supports only a small number of digital assets, like Ether (“ETH”) and certain liquid staking tokens (“LSTs”) representing staked ETH. The Organization is not involved in the issuance of ETH or any LST and does not vet, approve, or recommend particular LSTs or tokens for use on EigenLayer. When you choose to stake ETH on Ethereum or deposit ETH or other digital assets with LSTs, you accept certain slashing and other risks that are completely exogenous to the Protocol and beyond the Organization’s control.

Protocol Users may seek to support new types of digital assets on the Protocol. These may include new types of LSTs not presently supported by the Protocol. It is also possible that validated services on EigenLayer could be supported by any digital asset acceptable to AVSs. These assets may have widely varying characteristics and quality and these could change and deteriorate over time. Any exogenous factor that reduces the value, useability, or liquidity of a staked digital asset could affect the overall number and value of digital assets supporting AVSs, triggering potential expansions and contractions of digital assets available to support validation services. The Organization will not be able to control these possibilities or events, and these events may be difficult to predict and mitigate. Any of these could adversely affect economic considerations for providing validation services, adoption of EigenLayer, and/or ultimately, your ability to use Eigens.

(e) Insufficient Interest in the Protocol and Token. The Protocol relies on active engagement by users to function. The Organization makes no assurance that the Protocol will generate enough interest and user engagement to be viable or continue to be viable. It is not possible at this time to evaluate whether sufficient users will participate in the Protocol and whether those users will sustainably and sufficiently engage with and use the Protocol for the Protocol to function as intended. Protocol Users could mismanage, misuse, or misappropriate aspects of the Protocol or Eigens in a manner that is detrimental to you, the Protocol, and the broader community of users. This may be adverse to your ability to use Eigens.

(f) Risks of Adverse Contagion from Ethereum Events. The Protocol is comprised of a set of smart contracts deployed on Ethereum, and the Protocol has been designed in the spirit of remaining closely aligned with the Ethereum community's mission and roadmap. This presents the following risks, among others:

1. Discovery of EVM Flaws. An Ethereum Virtual Machine ("EVM") bug discovered and exploited by malicious actors could present risks to the integrity and security of the Protocol because its smart contracts are deployed on Ethereum. EVM compromises could impair expected execution of the Protocol, resulting in security vulnerabilities, data corruption that changes or obscures true data states, disruptions to operations such as withdrawals, and ultimately, substantial or total losses of digital assets, fees, or support or adoption of Ethereum-based projects, including AVSs relying on EigenLayer validation services. This could diminish the use of Eigens and result in substantial or total losses of digital assets and confidence across the crypto markets more generally.
2. Ethereum Hard Fork. In the event of a hard fork on Ethereum, changes could be made to the Ethereum protocol that could make the Protocol's smart contracts incompatible, dysfunctional, uneconomic, or more costly, which could impair the execution and interaction of smart contracts essential to the operation of EigenLayer. Such changes also could adversely affect the ability or incentives of Ethereum stakers or AVSs to use the Protocol. A hard fork on Ethereum could necessitate significant changes to the Protocol that, in turn, change the economics or technical processes involved in validating AVSs and maintaining staker and developer interest. Certain types of changes in consensus rules or technical implementations could present significant or even existential risks to the Protocol, such as those that could make it difficult, costly, or slashable to support a shared security model under the Protocol. Significant resources and time could be required for the Protocol to remain compatible with one or more forks of Ethereum or consensus rule changes. Such resources or time may be unavailable or uneconomic to provide and cannot be guaranteed to ensure continued operation of the Protocol.
3. Insufficient Quantum Resistance. Quantum computers, if sufficiently powerful and available for use, potentially could be used to break the cryptographic algorithms used by Ethereum, the Protocol, and other platforms. This could make it possible to derive private keys from public keys, opening the door to a variety of storage and other attacks that could harm Ethereum itself, holders of ETH, and Protocol Users building or

transacting on the Protocol. This, in turn, could adversely affect adoption of EigenLayer and ultimately, your ability to use Eigens.

4. Slashing Events on Ethereum. If a Protocol User is slashed on an initially staked ETH position on Ethereum, communication latencies and expected Protocol limitations may prevent immediate adjustment of the economic incentives associated with slashing on the Protocol. This, in turn, could potentially incentivize negligent, harmful, or malicious validation activities and failures. Loss events or disruptions to AVSs arising from changes in such incentives could adversely affect adoption of EigenLayer and ultimately, your ability to use Eigens.

(g) Risks Associated with the Concentration of Staked Digital Assets. If staked digital assets on EigenLayer become too concentrated, there could be significant governance and economic risks to the Protocol. Significant concentration may result in certain stakers having significant governance powers and enable such stakers to exert influence or control over economic and technical interactions between stakers, AVSs, and operators. This concentration could arise from unaffiliated parties developing their own LSTs or liquid restaking tokens (“LRTs”) designed to facilitate indirect access to AVSs and provide a more liquid alternative to staking directly via the Protocol. Such concentrated governance power could be exercised to benefit LST or LRT organizers to the detriment of the broader EigenLayer community. Under current plans, the Organization will have no way to prevent concentration of staked assets or implementation of initiatives within the Protocol’s governance that may result in increased concentration of staked digital assets. The withdrawal of a dominant issuer of an LST or LRT, including due to poor risk management, a de-pegging event, or fraud at the LRT, could destabilize the Protocol and result in substantial or total losses of the use of Eigens.

(h) Multiple Other Significant Risks. It is possible that, due to any number of reasons, including but not limited to, lack of interest from users or partners, inability to attract sustained third-party or community contributors to the Protocol, an unfavorable fluctuation in the value of digital and fiat assets and currencies, decrease in the utility of Eigens, failure to generate commercial relationships, intellectual property ownership and other challenges, and macroeconomic and crypto-market-specific factors, the Protocol may no longer be viable to operate and it may be deprecated or cease to have any functionality, users, or viability.

Risks Relating to the Eigen Token

(a) Risks Relating to the Eigen in Particular. Significant market and economic factors may adversely affect your ability to use Eigens:

1. No Market for the Token. There is no public market for the Eigen, and the Organization does not control the development of such a market. A public market may not develop or be sustainable, and you may not be able to sell your Eigens. Furthermore, the Organization cannot control how Eigen holders or third-party exchanges or platforms may support the Eigen, if at all. Even if a public market for the Eigen develops, such a market may be relatively new and subject to little or no regulatory oversight, making it more susceptible to fraud or manipulation.
2. Extreme Illiquidity. There will be significant restrictions on the transferability of your Eigens. The transfer restrictions on your Eigens will remain in place for a significant period of time. Even if a public market does eventually exist, you may not be able to freely sell or transfer your Eigens. If you can freely sell your tokens in a public market after some period of time, the depth and volume in that market may be insufficient for you to sell without substantial price concessions.
3. Inflation. Due to the nature and operation of blockchain protocols, the total amount of circulating Eigens could increase through the adoption of a new patch or upgrade of the source code. An increase in the quantity of Eigens, or inflation, could adversely impact you as a holder of Eigens.
4. Adverse Activities in Secondary Markets. Secondary market activities that are beyond the control of the Organization could develop that are adverse to your ability to use Eigens. Even with significant transfer restrictions intended to support long-term alignment with the EigenLayer community, significant concentrations in Eigen positions are present and may continue to be present among a relatively small group of Eigen holders, or worsen, exposing you to significant risks of volatility, herd trading, “dumping,” or other correlated secondary market activities. These risks will be considerable following expiration of the one-year lock-up period applicable to certain Eigen holders, including Organization service providers and recipients of Eigen allocations from Eigen Labs, Inc., a core contributor to the Protocol. In addition, Protocol Users may determine to approve grants, allocations, and/or inflationary mints of Eigens, all of which may be fully or partially outside of the Organization’s control and could incentivize harmful short-term trading activities or otherwise adversely affect you.

5. Experimental Features and Uses. Eigens may be upgradeable to have experimental features and uses. Future features and uses may prove not to be valuable, usable, or viable, and contributors may fail to adequately research and develop any such upgrades. Under current plans, and over time, the Organization may not have the ability to effectuate upgrades to implement new features and use cases. Such upgrades may not be approved in Protocol governance or may be adopted with security flaws or with unexpected or harmful changes that are adverse to your ability to use your Eigens.

(b) Risks Relating to Governance. Eigens were minted using an upgradeable smart contract. The Organization has control of certain multi-signature wallets that can enable certain upgrades and transactions. However, any upgrades in the future may involve code changes that, under current plans, and over time, will be controlled by Protocol Users. Thus, the Organization may not have control over smart-contract upgrades or administrative actions necessary to execute those upgrades, under current plans, and over time, nor will it be able to control the decisions and actions of Protocol Users. This means that any future upgrades to the Eigen smart contract will need to be voluntarily adopted by Protocol Users, including, as applicable, Protocol Users participating in governance as token-holders and/or as signatories for multi-signature wallets operated by the community.

Because the Organization will lack control over community governance, under current plans, and over time, it will have limited means to prevent Protocol Users from mismanaging smart-contract code, ensure that there is an adequate or timely response to emergencies or other identified risks, or adopt necessary code or governance changes. Protocol Users may make decisions or take actions (or fail to make decisions or take actions) in ways that adversely affect you, others, and/or the smart contract, including by limiting transfers of Eigens or removing transfer restrictions, authorizing inflationary minting of Eigens, or misappropriating a portion of the Eigen supply.

Furthermore, Eigens may be staked to support certain AVSs that are not owned or controlled by the Organization. In these cases, Eigens may interact with compatible ERC-20 contracts that enable Eigen holders to initiate certain slashing events intended to deter and punish malicious actions. In connection with any such slashing event, Eigen holders may take actions that adversely affect Eigens or your ability to use Eigens.

Risks Related to Legal and Regulatory

(a) Risks of New & Evolving Laws and Regulations: There is significant risk surrounding the ongoing development of regulatory frameworks governing blockchain technology all over the world, including in the United States, and as the blockchain, crypto, and web3 industry continues to grow, the Organization expects regulatory scrutiny to increase across jurisdictions. The Organization or the Protocol or Eigens may be found to be subject to certain laws or regulatory regimes that could adversely impact you, the Protocol, or Eigens. Additionally, laws or interpretations may change and the Organization or the Protocol or Eigens may be subject to new or changed laws or regulations in the future. Any restrictive or prohibitive legislation or regulation on blockchains or digital assets could impair the adoption of the Protocol and/or the use of Eigens and adversely affect market sentiment surrounding the Protocol and/or Eigens.

To the extent licenses, permits, or other authorizations are required in one or more jurisdictions in which the Protocol or any Application is deemed to operate, there is no guarantee that the Organization or another party will be able to secure such licenses, permits, or authorizations in order for the Protocol or any Application to continue to operate. Significant changes may need to be made to the Protocol to comply with any licensing and/or registration requirements (or any other legal or regulatory requirements) in order to avoid violating applicable laws or regulations or because of the cost of such compliance. Uncertainty in how the legal and regulatory environment will develop could negatively impact the development, growth, and utilization of the Protocol and therefore the uses of Eigens.

(b) Risks of Eigens or Eigen Transactions Being Deemed Securities. The U.S. Securities and Exchange Commission (“SEC”) and its staff have taken the position that certain tokens and/or certain transactions involving tokens fall within the definition of a “security” under the U.S. federal securities laws. In addition, in recent months, the SEC has brought enforcement actions against centralized crypto exchanges offering staking arrangements, often called staking-as-a-service, that it contends constitute securities. The legal test for determining whether any given token or transaction is a security is a highly complex, fact-driven analysis that evolves with U.S. case law and developments over time, and the outcome(s) or conclusion(s) of any such legal analysis may be uncertain or evolve in ways that are difficult to predict. The SEC generally does not provide advance guidance on or confirmation of whether any particular token or transaction is or may be a security.

Furthermore, the SEC's views in this area have evolved over time and it is difficult to predict the direction or timing of any continuing evolution. It is also possible that legislative or judicial developments or a change in the governing administration or the appointment of new SEC commissioners could substantially impact the views of the SEC and its staff. Further, certain tokens or transactions may be deemed to be other types of regulated financial instruments or transactions in the U.S.; or securities or other regulated financial instruments or transactions in other jurisdictions. As a result, certain tokens or transactions may be deemed to be "securities" or other regulated financial instruments or transactions under the laws of some jurisdictions but not others. Various foreign jurisdictions may, in the future, adopt additional laws, regulations, or directives that affect the characterization of certain tokens or transactions as "securities" or other regulated financial instruments. The classification of a token or transaction as a security or regulated financial instrument under applicable law has wide-ranging implications for the regulatory obligations that could be imparted on the Organization, Protocol, Protocol Users, or holders of Eigens, including obligations that could make the Protocol not viable to continue to operate or negatively impact the development, growth, and utilization of the Protocol and liquidity and market sentiment around Eigens.

(c) Risk of Third-Party Illegal Activity. The Protocol and Token may be exploited to facilitate illegal activity including fraud, money laundering, gambling, tax evasion, sanctions evasion, and scams. If any third party uses the Protocol or Eigens to further such illegal activities, that and the legal and regulatory consequences of those activities could negatively impact the development, growth, and utilization of the Protocol. While we do not control the activities of the Protocol's users, the use of the Protocol for illegal or improper purposes could subject us, the Protocol, or Eigen holders to claims, individual and class action lawsuits, and government and regulatory investigations, prosecutions, enforcement actions, inquiries, or requests that could result in liability and reputational harm for us, the Protocol, and/or the Token holders.

Certain activities that may be legal in one jurisdiction may be illegal in another jurisdiction, and certain activities that are at one time legal may in the future be deemed illegal in the same jurisdiction. In the event that a Protocol User is found responsible for intentionally or inadvertently violating the laws in any jurisdiction, the Organization, Protocol and/or you and other Token holders may be subject to governmental inquiries, enforcement actions, prosecution, or held secondarily liable

for aiding or facilitating such activities in researching and developing, or deploying, software that enabled such activities, being a platform on which such activities occurred, contributing to governance that authorized such activities, or being a member of a decentralized autonomous organization or other group that otherwise has liability with respect to such activities.

(d) Risk of Sanctions Violations. The Organization, the Protocol, or Eigen holders could be deemed to be violating or facilitating the violation of applicable economic and trade sanctions and export control laws and regulations, such as those administered and enforced by the U.S. Department of the Treasury's OFAC, the U.S. Department of State, the U.S. Department of Commerce, the UN Security Council, and other relevant authorities. Such laws and regulations prohibit or restrict certain operations, investments, services, and sales activities, including dealings with certain countries or territories (e.g., sanctioned countries), and governments, and persons (including sanctioned entities). Although the Organization does not enter into contracts or agreements with sanctioned entities or persons located in sanctioned countries, it may not be able to entirely prevent such persons from seeking to interact with the Protocol, Eigens, and/or Eigen holders, including by circumventing the Organization's controls. Abuses of the Protocol and failures or alleged failures to comply with such laws and regulations may expose the Protocol, Protocol Users, the Organization, and/or Eigen holders to reputational harm as well as significant penalties, including criminal fines, imprisonment, civil fines, disgorgement of profits, injunctions and debarment from government contracts, as well as other remedial measures, and could negatively impact the development, growth, and utilization of the Protocol and market sentiment around Eigens.

(e) Risk of Entering into a General Partnership. It could be alleged that by holding Eigens or using Eigens to vote on governance proposals in relation to the Protocol, the holders of Eigens have entered into a general partnership, unincorporated association, or some other form of legal entity or association with other Eigen holders or a group of such holders. At least one court in the United States has found that certain holders of a governance token constituted an unincorporated association. If this were to be found or alleged with respect to EigenLayer, holders of Eigens could be held responsible for the actions of the other members of the unincorporated association or general partnership, or the Protocol itself, and subject to up to unlimited liability with respect to those actions. Additionally, such an allegation could negatively impact market sentiment around the Protocol or the Eigen and discourage participation in the Protocol or utilization of Eigens.

(f) Risks Associated with the Tax Treatment of Digital Assets. Due to the new and evolving nature of digital assets and the absence of comprehensive legal guidance with respect to digital asset transactions, the taxation of digital assets is uncertain, and it is unclear what guidance may be issued in the future on the treatment of digital asset transactions for tax purposes. Guidance under, or changes in, the tax laws applicable to digital assets, including Eigens, or the Organization and/or its activities and transactions, either directly or through subsidiaries, could adversely impact the value of Eigens or your ability to use or engage in certain types of transactions with Eigens. The Organization or its subsidiaries may also have tax reporting obligations in various jurisdictions with respect to Airdrop Eigens. You should consult a tax advisor with respect to the tax treatment of Airdrop Eigens in your jurisdiction.

Operational Risks

(a) Risks of Competition. The Protocol and the Eigen compete against a variety of existing products and platforms as well as likely new entrants into the market. Some of these current or future competing protocols and products may be subject to different regulatory regimes than the Organization, the Protocol, or Eigens that may facilitate broader or faster adoption such that they can outcompete the Protocol. Alternatively, other competitors may exercise different amounts of control over the protocol they design that allow for faster or broader adoption. Additionally, competitors may develop more successful protocols, applications, or tokens for a variety of other reasons, including but not limited to designing a more friendly user experience, offering more compelling incentives, attracting more developers and users to the protocol, creating a more sustainable token economic design, or taking a more permissive view of applicable law.

(b) Risks of Security Weaknesses or Attacks. Cyberattacks and security breaches of an Application or the Protocol or Eigens, or those impacting the Protocol's users or third parties such as decentralized applications or crypto wallets that interact with the Protocol or Eigens, could cause you to lose Eigens, or adversely impact the Protocol or Eigens. The Protocol could be vulnerable in a variety of ways, including but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing, governance attacks, exploitable code, or any number of other currently known or novel methods of exploit. Additionally, as mentioned above, upgrades or changes to the Protocol or Eigens, which may be proposed, coded, and/or implemented by parties other than the Organization, could

introduce new vulnerabilities to the Protocol or Eigens or otherwise have unintended or malicious adverse effects on the Protocol and/or Eigens. The Protocol and smart contracts generally execute automatically when certain conditions are met and typically cannot be stopped or reversed, so any vulnerabilities that may arise can have significant adverse effects to the Protocol, Eigens, and holders of Eigens.

Further, any actual or perceived breach or cybersecurity attack directed at crypto companies or blockchain networks, whether or not the Protocol is directly impacted, could lead to a general loss of user confidence in the crypto-economy or in the use of blockchain technology to conduct transactions, which could negatively impact the Protocol, including the market perception of the effectiveness of security measures and technology infrastructure. Digital assets are generally controllable only by the possessor of a unique public and private key pair. To the extent your private key for your wallet is lost, destroyed, or otherwise compromised and no backup of the private key is accessible, you will be unable to access the tokens held in such wallet.

Any Eigens that are custodied, managed, escrowed, or supported by a third party, like Coinbase Custody International, a custodian providing certain services to the Organization with respect to the Eigen, may be subject to a security breach, cyberattack, or other malicious activity, or otherwise lost or stolen. Such an event could severely impact you and your Eigen holdings and your ability to use Eigens.

(c) Risk of Decentralized Operations. Coordinating operations and implementation of feature updates, new product launches, or community initiatives amongst a distributed community can result in inefficiencies and delays. Such inefficiencies and delays could create stagnation around new developments and improvements to the Protocol and could allow more centralized competitors to act more efficiently and outcompete the Protocol, resulting in decreased usage or negative sentiment around the Protocol and Eigens.

Conversely, the Organization's role as a contributor to research and development involving the Protocol and Eigens presents certain risks, given the lack of operating history of the Organization, the relative inexperience of certain service providers, and the novel nature of the Protocol and potential use cases for Eigens.

In addition, there will be certain multi-signature wallets that have certain transactional authorities and controls related to the Protocol and Eigens, and these may include, but are not limited to, the ability to pause certain functionality of the Protocol, reverse or pause slashing, implement or influence upgrades, and

implement certain other controls or changes to functionality. At this time, certain of these multi-signature wallets may be controlled by us or certain contributors or Protocol Users engaged by us, and certain other wallets may be controlled partially or entirely by committee members that are unaffiliated third parties over which the Organization has no or limited control. The Organization intends, under current plans, and over time, to turn all multi-signature wallets over to the community, to parties that are independent of the Organization. Those parties may choose to act in ways that could cause risk or damage to the Protocol or the uses of Eigens.

(d) Unanticipated Risks. Cryptographic tokens and blockchain-based protocols are new and untested technologies. Eigens, as well as the Protocol and its design concepts, smart-contract mechanisms, algorithms, codes, and other technical details and parameters may be updated and changed. In addition to these risks, there may be other risks associated with your claiming, using, buying, transacting in, and/or holding Eigens, including those which we cannot anticipate or have not specifically enumerated here. Such risks may further materialize as unanticipated variations or combinations of the risks discussed. Further, new risks may be created as the Protocol and Eigens are developed (including by parties other than us) or third parties integrate Eigens or the Protocol into their products. No person, including the Organization has an ability or obligation to keep Participants informed of details related to development of the Protocol or Eigens. Lack of available information may create risk for you.

(e) Fraudulent Websites. Some users have been targeted and/or have reported fraudulent websites, emails, text messages, and social media handles, often including embedded or published links, impersonating projects, persons, entities, or service providers of or associated with the Organization for the purpose of defrauding users, stealing their digital assets, or otherwise unlawfully profiting from such activities. These fraud and theft risks may materialize in connection with Eigen Claims, and you should remain extremely cautious about websites, emails, text messages, and social media handles, as well as any embedded or published links, that direct you to websites or to take actions, especially connecting to your Wallet.

There is only one website for Eigen Claims, which is the following: <https://stake.altlayer.io/rewards/eigen>. Do not trust any other website regardless of its source or origin or any link routing you to a different website.