LILAI Staking Program Agreement

THIS LILAI STAKING PROGRAM AGREEMENT, made and entered into by and between Coinmetro OÜ, an Estonian company with company number 14448371 having its principal place of business at Tartu mnt 84a-203, Tallinn 10112, Estonia ("Company") and you ("Client")

WHEREAS:

The Client wishes to stake LilAI utility tokens ("LILAI") on the Coinmetro platform in order to gain rewards.

The Company wishes to enable the Client to earn rewards from locking the LILAI owned by the Client on the Coinmetro Platform.

The Parties have concluded the following agreement about staking the LILAI.

1. Definitions

As used in these Terms, including the preamble hereof, unless expressly otherwise stated or evident in the context, the following capitalized terms and expressions shall have the following meanings:

1.1. Account – a Client's Coinmetro account opened and used in compliance with the Coinmetro General Terms of Use.
1.2. Coinmetro Platform or Website – The online platform (URL: https://www.coinmetro.com/) developed and made available by the Company.
1.3. LILAL – the proprietary utility token developed and maintained by LilAI - https://lilai.co/.
1.4. LILAI Staking Program Agreement – these agreement terms of staking LILAI on Coinmetro Platform.
1.5. Staking – locking of LILAI utility tokens in Client's Coinmetro Account. During the time, the LILAI utility tokens are locked in the Client's Coinmetro Account, Coinmetro is entitled to use those LILAI utility tokens.
1.6. Staking Period – the time during which the Client stakes LILAI utility tokens. If the Client delegates LILAI on T Day and undelegates the LILAI between 0:00 to 24:00 on T+N day, Client's Staking Period is N-1 days.
1.7. Rewards – additional LILAI utility tokens accruing to the Client during Staking Period.

1.8. Effective Date – the moment when the Client agrees to stake a chosen number of LILAI for a determined period of time on the Coinmetro Platform and agrees to this LILAI Staking Program Agreement by clicking the "Confirm" button on the Coinmetro Platform on the relevant page.

2. Object

2.1. The Client stakes a chosen number of LILAI for a chosen period.
2.2. The amount of LILAI and the Staking Period are shown in the Coinmetro Platform.
2.3. From the Client´s Coinmetro dashboard the Client can navigate to "My LILAI Staking Plans" where the Client can see the amount of LILAI staked, monthly Rewards, paid Rewards, pending Rewards, status, and actions. The Client can download the status report in CSV.

3. Rights

3.1. The Client can stake LILAI through Coinmetro Platform by pressing "Confirm". Once the command is received, the system will record the command and the Client will not be able to cancel or edit it. After the Client clicks "Stake" the command is registered in the system.
3.2. Client authorizes the Company to use LILAI while it is staked by the Client.
3.3. The Rewards will be allocated based on the volume of staked LILAI as well as the Staking Period. Opting for a longer Staking Period will increase the monthly Rewards. The LILAI Staking Rewards structure will be available via https://go.coinmetro.com/staking/lilai
3.4. The Staking Rewards are subject to change and are set by the Company.

4. Obligations

4.1. The Client must stake at least 2000 LILAI to be eligible for the Rewards.
4.2 The Client can stake a maximum 1 000 000 LILAI at the same time.
4.3. The Client must keep the LILAI as staked for the period chosen by the Client. If the Client wishes to withdraw the staked LILAI before the end of the Staking Period, the Client will lose 50% of the accumulated Rewards.
4.4. The Client shall be responsible for paying all taxes applicable in their jurisdiction.
4.5. The Company shall perform the services in a professional manner and distribute to the Client the Client´s share of the Rewards.

4.6. The Company must always make available to the Client through the Coinmetro Platform the status of the staked LILAI: the amount of staked LILAI, accrued Rewards including the monthly Rewards, paid Rewards, pending Rewards, status, and actions.
4.7. The Company must make available to the Client through the Coinmetro Platform a status report in CSV format.

5. Term

5.1. The term of this Agreement (the "Term") commences on the Effective Date and shall continue in effect until the end of the Staking Period or in case of premature termination as set forth in section 5.2.
5.2. Either Party may terminate this Agreement by giving a prior written notice of at least 15 days to the other Party in case of a substantial breach of this Agreement.
5.3. Upon termination of this Agreement the Client will cease staking LILAI with the Company and the Company will promptly distribute to the Client any Staking Rewards that are currently due and owing minus any penalty for early termination of the Staking plan.

6. Liability and acknowledgements

6.1. The Client fully acknowledges and accepts that the Staking Rewards are subject to change and are set by the Company.
6.2. The Client fully acknowledges and accepts that the value of LILAI may change.
6.3. The Client sets forth that he or she has sufficient knowledge of the LILAI ecosystem and blockchain technology and assumes all responsibility and liability for any network or software malfunction or failure.
6.4. The Client sets forth that he or she has obtained full rights to the LILAI the Client stakes under this Agreement and the LILAI is free of any third-party rights. The Client holds the Company harmless of any possible intellectual property rights or other property rights infringements or disputes.
6.5. The Company uses state of the art technology and security measures to perform the services. However, the Company shall not bear any liability for illegal hacking of the wallet holding the LILAI or otherwise loss of access to the LILAI or parts thereof.
6.6. The Company assumes no liability for the functioning and performance of the LILAI ecosystem or parts thereof including, but not limited to:
6.6.1. any flaw, error, bug, weakness, vulnerability, or defect or otherwise of the source code of the LILAI token.
6.7. The Company shall bear no liability for any possible or alleged damage, loss of opportunity or loss of profits as a result of the Client engaging in this Agreement.

6.8. The Company has full authority and all necessary intellectual property rights to conduct the services under this Agreement. The Company assumes no liability for any third-party intellectual property rights infringements, including the rights acquired by the Client.

7. Miscellaneous

7.1. The Client agrees to the use of his or her data in accordance with the Coinmetro Privacy Policy.

7.2. All notices and communications between the Company and the Client must be in English. The Client agrees that the Company may give notices and communications, under or in connection with this Agreement by announcement on the Coinmetro website or by email to the email address which the Client has registered to his or her Coinmetro Account, and that such notice is deemed to be effective and received by the Client at the time when it is published on the Coinmetro website, or, if earlier, sent by email by the Company unless the Company promptly receives an automated message indicating failed delivery of that notice.

7.3. This Agreement together with the Coinmetro Terms of Service and Privacy Policy constitute the entire agreement between the Client and the Company.

7.4. This Agreement does not create any kind of partnership, joint venture, advisor, fiduciary, agency or trustee relationship or any similar relationship between the Client and the Company or any other person or entity.

7.5. The Company may assign, transfer, novate or otherwise deal in any manner, all, or any part of the benefit of this Agreement and any of its rights, remedies, powers, duties and obligations under this Agreement to any person, without the Clients consent and in any way the Company considers appropriate.

7.6. The Client agrees that he or she may not claim against any assignee, transferee or any other person who has an interest in this Agreement, any right of set off or other rights that the Client may have against the Company.

7.7. If any provision of this Agreement is held to be illegal, void, unenforceable or invalid, whether in whole or part, under the laws of any jurisdiction, that portion will be severed, and such illegality, unenforceability or invalidity will not affect the legality, enforceability, or validity of the remaining provisions of this Agreement in that jurisdiction, nor the legality, enforceability or validity of this Agreement in any other jurisdiction.

7.8. This Agreement is signed by accepting these terms in the Coinmetro Platform electronically by clicking the "Confirm" button on the Coinmetro Platform on the relevant page.

7.9. This Agreement is governed by and to be viewed in accordance with the laws of the Republic of Estonia.

7.10. Any dispute arising between the parties in connection with the execution or performance of this Agreement, the parties shall first seek to resolve such dispute through amicable negotiations by and between themselves. If the negotiation fails to produce an agreement, the Estonian courts have exclusive jurisdiction to hear and decide on the dispute.