

XTZ Staking Program Agreement

THIS XTZ 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-402, Tallinn 10112, Estonia ("Company") and you ("Client")

WHEREAS:

The Client wishes to stake XTZ Coins on the Coinmetro platform in order to gain rewards from the interaction with the Tezos Ecosystem.

The Company wishes to make it possible for the Client through the Coinmetro platform to participate in the Tezos Ecosystem.

The Company enables Clients who have obtained XTZ from the Coinmetro platform or another source outside the Coinmetro platform to stake their XTZ and participate in the Tezos Ecosystem.

The Company wishes to share any possible rewards from the Tezos Ecosystem with the Client. The Parties have concluded the following agreement about staking XTZ.

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. XTZ – the cryptocurrency developed and maintained by the Tezos Foundation, <https://tezos.foundation/>

1.4. XTZ Staking Program Agreement – these agreement terms of the staking of XTZ.

1.5. Staking – locking of XTZ in the Clients Coinmetro Platform account. During the time the XTZ is locked in the Client's Coinmetro account, Coinmetro is entitled to use the staked XTZ to participate in the Tezos Ecosystem.

1.6. Staking Period – the time during which the Client stakes XTZ. If the Client stakes XTZ on T Day and unstakes (releases) the XTZ between 0:00 to 24:00 on T+N day, Client's staking period is N-1 days.

1.7. Rewards – various digital assets, mainly XTZ which are made available to the Company from the Tezos Ecosystem

1.8. Effective date – the moment when the Client agrees to stake a chosen number of XTZ for a determined or undetermined period of time on the Coinmetro Platform and agrees to this XTZ Staking Program Agreement by clicking on the button in the relevant "Earn" page showing to

"Confirm".

1.8.

2. Object

2.1. The Client stakes a chosen number of XTZ for a chosen period. The Client can stake the XTZ on a flexible basis or create a 1 year plan.

2.2. The amount of XTZ and the staking period are shown in the Coinmetro Platform.

2.3. From the Client's Coinmetro dashboard the Client can navigate to "My XTZ Staking Plans" where the Client can see the amount of XTZ staked, monthly rewards, paid rewards, pending rewards, status, and actions. The Client can download the status report in CSV format.

2.4. The Company will use the XTZ during the Staking Period to participate in the Tezos ecosystem.

3. Rights

3.1. Clients can stake XTZ by pressing “confirm” on the “Earn” > “XTZ Staking” page on the Coinmetro Platform. 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 the staked XTZ to build and participate in the Tezos ecosystem and network and to collect the relevant Rewards as defined and set by the Tezos protocol.

3.3. The Rewards will be split between the Client and the Company according to the displayed rates (<https://go.coinmetro.com/staking/XTZ>)

3.4. The Staking Rewards are subject to change and the base rates are set by the Tezos Protocol. The Company can only distribute Rewards as set and allocated by Tezos Protocol.

4. Obligations

4.1. The Client must stake at least 40 XTZ to be eligible for the Rewards.

4.2. The Client must keep the XTZ staked for the period chosen by the Client. If the Client wishes to withdraw the staked XTZ before the end of the Staking Period, the Client will lose 50% of the accumulated Rewards.

4.3. The Client shall pay all taxes applicable.

4.4. The Company shall perform the services in a professional manner and distribute to the Client the Client’s share of the Rewards.

4.5. The Company must always make available to the Client through the Coinmetro platform the status of the staked XTZ: the amount of staked XTZ, accrued Rewards including the monthly Rewards, paid Rewards, pending Rewards, status, and actions.

4.6. 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. The Client may at any time close the Staking and unlock the staked XTZ before the term of the chosen XTZ staking plan. When the Client ends the Staking, this Agreement will come to an end.

5.4. Upon termination of this Agreement the Client will cease staking XTZ with the Company and the Company will promptly unlock the staked XTZ. The staked XTZ together with the accrued Rewards minus any penalty for early termination of the staking plan will be available to be cashed out to the Client’s Coinmetro account.

5.5. The Client can claim all the accrued Rewards by pushing the “Cash out now” button on XTZ staking page.

6. Liability and acknowledgements

6.1. The Client fully acknowledges and accepts that the Staking Rewards are subject to change and the base rates are set by the Tezos Protocol. The Company can only distribute Rewards as set and allocated by the Tezos Protocol.

6.2. The Client fully acknowledges and accepts that the value of XTZ may change. The risk of this value fluctuation is fully acknowledged and assumed by the Client.

6.3. The Client sets forth that he or she has sufficient knowledge of the Tezos 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 XTZ the Client stakes under this agreement and the XTZ 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 XTZ or otherwise loss of access to the XTZ or parts thereof.

6.6. The Company assumes no liability for the functioning and performance of the Tezos ecosystem or parts thereof including, but not limited to:

6.6.1. postponement, delay, failure, termination, or abandonment of development of the XTZ.

6.6.2. any flaw, error, bug, weakness, vulnerability, or defect or otherwise of the source code of the XTZ.

6.7. The Company shall bear no liability for any possible or alleged damage, loss of opportunity or loss of profits because 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 User 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 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 "I agree with the XTZ Staking Program Agreement" button on the Coinmetro Platform in the relevant XTZ staking page.

7.9. This Agreement is governed by and constructed 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.