

# Terms and Conditions for Node River Staking Services

v1.0

## 1. Scope

These Terms and Conditions between Node River LLC (“Provider”) and the Client (hereafter the “Agreement”) govern the execution and receipt of the Pocket Network Staking Service (the “Service”) provided by Provider to the Client. They apply to all staking services provided by Provider, regardless of which staking service is used.

## 2. Description of the service

The Service is a digital asset staking service operated by Provider, where the Client can stake digital assets in the form of Pocket Network coins to one or several nodes operated by Provider for the purpose of gaining staking rewards. Provider agrees to grant the Client access to the Service pursuant to the terms and conditions set forth in this Agreement and the Client agrees to use the Service only in strict conformity with such terms and conditions. The Service is an IT service where Provider operates nodes; Provider is not an investment service.

## 3. Definitions

Terms used in this Agreement with their initial letters capitalized have the meanings ascribed to them in this section or where they are elsewhere defined in this Agreement. Any term defined in the singular will have the corresponding definition in the plural (and vice versa). As used in this Agreement:

- “Agreement” means these Terms and Conditions and all attachments, including any Staking Agreement signed by the Parties.
- “Client” means the Party using the Service provided by Provider.
- “Confidential Information” means all non-public information disclosed by one party to the other in connection with this Agreement that the disclosing party marks as confidential or which the receiving party should reasonably know to be the confidential information of the other party.
- “Coins” means digital representations of Pocket Network tokens as described on <https://www.pokt.network/>.
- “Order Form” means the service order form signed by the Parties.
- “Party” means the Client or Provider, as applicable, and “Parties” means the Client and Provider collectively.

- “Service” means Provider’s operation and maintenance of nodes as part of a relay network for blockchain API requests.
- “Slashing Penalties” means any penalty assessed by the Supported Network for Provider’s failure to perform the Service according to the Supported Network Protocol.
- “Staking” means use of the Service by the Client to stake nodes maintained and operated by Provider to gain Staking Rewards.
- “Staked Coins” means the Coins that the Client has staked with the Service.
- “Staking Rewards” means digital assets distributed by the Supported Network in compensation for “staking” less Provider fees and any Slashing Penalties.
- “Supported Network” means any distributed ledger/blockchain network/relay chain for which Provider is able to perform the Service.
- “Supported Network Protocol” means the rules by which the Supported Network operates including but not limited to the process for Staking, the quantity and timing of Staking Rewards, and the conditions under which Slashing Penalties are imposed.

#### **4. Provider’s Responsibilities:**

Provider operates the Service in a diligent and professional manner in accordance with applicable IT industry standards. Provider will use commercially reasonable efforts to operate all staked nodes in a manner intended to maximize Staking Rewards. However, Client acknowledges that Provider cannot guarantee any Staking Rewards will be awarded to any staked node and agrees that the amount of Staking Rewards earned by any node can and will vary greatly due to market conditions, the Supported Network Protocol, and numerous other factors outside the control of Provider. Accordingly, Provider’s responsibilities under this Agreement are limited to operating and maintaining the nodes in a commercially reasonable manner, and Provider shall have no liability to Client in the event the Service does not earn any specific level of Staking Rewards. Client further acknowledges and agrees that Provider has made no warranties or representations with respect to the amount of Staking Rewards or any other benefits or earnings that will be achieved by Client under this Agreement.

#### **5. Client’s Responsibilities:**

The Client will “stake” and “unstake” Coins to one or several nodes operated by Provider. Coins can be staked or unstaked at the Client’s discretion, however, in all cases, Staked Coins will be

subject to the rules and conditions of the Supported Network Protocol. This includes but is not limited to bonding, lock-up, blocking, freezing periods, ineligibility to receive Staking Rewards for partial periods and minimum balances required. The Pocket Network currently requires a lock-up period of 21 days to unstake Coins, and Client acknowledges and agrees that Provider will be unable to transfer or otherwise allow Client to move or convey the staked Digital Assets for the duration of this period (as may be extended or decreased from time to time) following any termination of the Service.

The Client agrees to cooperate with Provider in connection with the Service at all times and to provide timely responses to any inquiries from Provider. Client further agrees to provide any information reasonably requested by Provider to comply with KYC standards adopted by Provider or required by applicable law if and when requested, and acknowledges that the failure to provide any such information may result in the termination of the Service and inhibit Provider's ability to distribute Staking Rewards to Client.

#### **6. Availability of the Service**

The Client acknowledges that Provider is making the Service available through cloud-based servers or through other means mutually acceptable to the Client and Provider and that access to the internet and the Service is dependent on numerous factors, technologies and systems, all of which are beyond the authority and control of Provider. The Client acknowledges and agrees that Provider shall not be liable or responsible for any inability of the Client to access the Service due to server availability and/or computer network issues. Provider will strive to provide the Service or repair any fault under its full control, as the case may be, in an appropriate and generally accepted manner using the resources available. The Client acknowledges and agrees that Provider may employ, delegate, engage, associate or contract with one or more affiliates, agents or service providers as Provider may deem necessary or desirable to assist it in providing the Service or discharging its other obligations under this Agreement; provided, however, that Provider shall be as responsible to the Client for the acts and omissions of any such affiliates, agents or service providers as it is for its own acts and omissions under this Agreement.

In the event a node staked by Client is shut down due to unavailability of the server provider or other reasons beyond the control of Provider, Provider will notify Client within seven (7) days and inform Client either that the node is being relocated to a different server or that the Staked Coins supporting the node are being unstaked and will be returned to Client. Provider shall have no liability or further obligations to Client under such circumstances other than to return the

Client's coins after the completion of the lock-up period and to distribute Client's portion of any Staking Awards earned prior to termination of the node to Client.

## **7. Access to the service; Restrictions on use**

### **a. Access to the service**

This Service is a private service. Access and use of the Service is limited to Provider's Clients only. The Client shall not permit any other entity or person to use the Service and the Client shall immediately notify Provider of any unauthorized use of the Service. For the avoidance of doubt, affiliates of the Client would need to enter each in a separate agreement. Client represents and warrants that the Coins it stakes under this Agreement are the Client's property and are free from encumbrances or other interests or restrictions, and that Client has all necessary authority to stake the Coins and otherwise perform Client's obligations under this Agreement. Client further represents and warrants that it is not acting on behalf of any other party or interest, and that if Client is an entity no persons having a beneficial interest in any staked Coins or in Client are subject to governmental sanctions or otherwise not permitted to use the Service under any applicable laws. Client further acknowledges and agrees that Provider will comply with any "know your customer" ["KYC"] regulations or good industry practices and requires personally identifying information about any person directly or indirectly using the Service, and that Provider's KYC protocols may be modified at any time. In such an event, Client will be required to provide any additional information required by Provider to continue using the Service.

### **b. Restrictions on Use**

The Client agrees that it shall not use the Service (i) in a manner that negatively affects other users or interferes with or disrupts the Service or that could otherwise bring the Service into disrepute; (ii) in any manner that intentionally or unintentionally violates any applicable law, regulation or sanctions.

The Client is only authorized to "stake" its own Coins. IT IS STRICTLY FORBIDDEN FOR THE CLIENT TO "STAKE" COINS OWNED BY THIRD PARTIES, unless the Client is a regulated bank or financial institution authorized to do so, in accordance with applicable laws and regulations.

The Client acknowledges and agrees that Provider shall determine the location of any nodes managed under this Agreement in accordance with Provider's sole business judgment and discretion, and that Client shall have no right to direct Provider to locate any staked node in a

certain location or with any provider, nor to move or relocate a node to another location or provider. Client acknowledges and agrees that all such decisions shall be made by Provider at its sole discretion, and that in the event Client objects to any such decision Client's sole remedy is to terminate this Agreement.

The Client acknowledges and agrees that Provider shall determine the Supported Networks of any nodes managed under this Agreement in accordance with Provider's sole business judgment and discretion, and that Client shall have no right to direct Provider to add, change or remove any staked node on a certain Supported Network. Client acknowledges and agrees that all such decisions shall be made by Provider at its sole discretion, and that in the event Client objects to any such decision Client's sole remedy is to terminate this Agreement.

### **c. Acceptable use**

The Client may not (a) reverse engineer, disassemble, or decompile any part of the Services. The Client shall bear the risk of loss for, and assumes all liability arising from, any unauthorized or fraudulent usage of Services (or any hardware or software component thereof). In addition, Client agrees not to (i) send or store malicious code in connection with the Services or otherwise interfere with or disrupt performance of the Services, (ii) use manual or automated tools to scan or probe the Services in order to determine vulnerabilities, or (iii) attempt to gain access to the Services or its related systems or networks in a manner inconsistent with the permitted use of the Service. Provider reserves the right, but is not required, to take any and all action it deems appropriate, including, without limitation, blocking access to geographic areas or suspending access to Services (or any hardware or software component thereof), in order to prevent or terminate any fraud, abuse or illegal use of or activities in connection with the Services or any other breach of this section, provided, however, that any such action by Provider shall be consistent with applicable laws, rules, and regulations.

## **8. Service Levels**

### **a. Staking rewards**

The Client will receive Staking Rewards directly attributable to their Staked Coins after deduction of Provider fees and applicable taxes if any. The yield and the payment frequency of such Staking Rewards are dependent on the Supported Network Protocol and may change at any time. Factors that are used by the Supported Network in determining Staking Rewards can include, among others, the inflation rate in the Supported Network, the amount of nominated

stake behind a given node, the total number of nodes in the system, whether a node is in the active node set, if the validator has experienced any Slashing Penalties, etc. In cases where Provider collects Staking Rewards, it will redistribute them to the Client according to the payment frequency set forth in the Order Form.

#### **b. Slashing penalties / loss of staking rewards**

Some supported networks can impose Slashing Penalties on Client's Staked Coins for Provider's failure to operate service in accordance with the Supported Network Protocol (e.g., over-delegation, double-validation, lack of availability). By entering into this Agreement, the Client understands and accepts the risk of loss of up to all of their Staked Coins if a slashing event were to occur and/or loss of staking rewards. The Client acknowledges and agrees that Provider will not compensate the Client for missed staking rewards and/or Slashing Penalties. The Client can decide at any moment to change their digital staking service supplier.

#### **9. Term; Termination**

The Service under this Agreement will start on the Start Date. The Start Date of the Service is the latter of the Service Date on the Order Form or the date that the Order Form is fully executed. Effective Date means the date upon which both Parties have executed the Order Form.

Either party may terminate this Agreement at any time for any or no reason with one-month notice, unless they experienced and can demonstrate that an event as those described in section 8b took place, in which case the Client can terminate this Agreement with immediate effect.

Upon the termination of this Agreement, provided that Client is not in material breach of this Agreement, Client will cease to Stake Coin with Provider subject to the rules and conditions of Supported Network Protocol.

Upon termination of this Agreement, all licenses to access and use the Services will likewise terminate, and Client will immediately thereafter discontinue all such access and use.

Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement will survive the expiration or termination of this Agreement including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, indemnification and limitations of liability.

#### **b. Immediate termination or suspension**

Provider may, at any time and without delivery of prior written notice to the Client, terminate or suspend this Agreement, in whole or in part, immediately if Provider learns, or believes in its

sole judgment, that (i) the Service has been or may be used by the Client for any illegal or unlawful purpose or in a manner that breaches any applicable law or regulation; (ii) the Client is acting or has acted in a manner that threatens or may threaten the fair and orderly use of the Service; or (iii) the Client permits other entities than itself to use the service.

### **c. Effect of termination**

Upon termination, the Client shall (i) cease to use of the Service (unstake or undelegate); and (ii) pay to Provider all fees and expenses outstanding through the termination date. Upon termination, Provider shall pay to the Client its attributable Staking Rewards minus Provider fees. Client's Coins and any Staking Rewards due to Client will be deposited by Provider in the withdrawal wallet address identified on the Order Form. No changes to the withdrawal wallet address will be permitted at any time. Further, the termination of this Agreement, for any reason, shall not affect the entitlement of Provider to any fees and expenses due. All representations, warranties, and covenants made in or pursuant to this Agreement will survive the termination of this Agreement.

## **10. Fees**

The Client agrees to pay Provider the fees set forth on the Order Form. Fees are non-refundable. The Client explicitly authorizes Provider to deduct and levy fees from the Staking Rewards due to the Client. If applicable, the Client will pay on top any sales taxes, any tax in the nature of a withholding tax and any duties payable in respect of the fees due hereunder or otherwise arising in respect of this Agreement. Provider may increase fees at any time upon 30 days' notice to Client. If Client has elected a flat-fee Service, fees are due upon receipt of Provider's invoice. Any invoiced amount not paid within fifteen (15) days of invoice will accrue interest at the highest rate permitted by applicable law, and Provider may withhold disbursement of any Staking Rewards until payment is made in full.

## **11. Proprietary Information**

The Client acknowledges and agrees that Provider owns and shall retain all right, title and interest in and to the Service, all components thereof, including without limitation all related applications, all application programming interfaces, user interface designs, software and source code and any and all intellectual property rights therein, including, without limitation all registered or unregistered (a) copyright, (b) trade mark, (c) service mark, (d) trade secret, (e) trade name, (f) data or database rights, (g) design rights, (h) moral rights, (i) inventions, whether or not capable of protection by patent or registration, (j) rights in commercial information or

technical information, including know-how, research and development data and manufacturing methods, (k) patent and (l) other intellectual property and ownership rights, including applications for the grant of any of the same, in or to the Service and all other related proprietary rights of Provider (together, with any and all enhancements, corrections, bug fixes, updates and other modifications to any of the foregoing and any and all data or information of any kind transmitted by means of any of the foregoing, the “Proprietary Information”). The Client further acknowledges and agrees that the Proprietary Information is the exclusive, valuable and confidential property of Provider. The Client acknowledges and agrees that it shall not reverse engineer, copy, bug fix, correct, update, transfer, reproduce, republish, broadcast, create derivative works based on or otherwise modify, in any manner, all or any part of the Service or the Proprietary Information. The Client further agrees to keep, the Proprietary Information confidential and not to transfer, rent, lease, loan, sell or distribute, directly or indirectly, all or any portion of the Service or any Proprietary Information to any third party without the prior written consent of Provider.

## **12. Confidentiality; Use of Data**

### **a. Confidentiality**

All information provided under this Agreement by a party (the “Disclosing Party”) to the other party (the “Receiving Party”) regarding the Disclosing Party’s business and operations, including without limitation the terms of this Agreement, shall be treated as confidential (“Confidential Information”). All confidential information provided under this Agreement by Disclosing Party shall be used, including disclosure to third parties, by the Receiving Party or its agents or service providers, solely for the purpose of performing or receiving the Service and discharging the Receiving Party’s other obligations under this Agreement or managing the business of the Receiving Party and its affiliates, including financial and operational management and reporting, risk management, legal and regulatory compliance and client service management. However, information is not confidential to the extent (i) it is or becomes publicly available other than through a breach of this Agreement, (ii) it is independently derived by the Receiving Party without the use of any information provided by the Disclosing Party in connection with this Agreement, (iii) it is disclosed to comply with any legal or regulatory proceeding, investigation, audit, examination, subpoena, civil investigative demand or other similar process, (iv) it is disclosed as required by operation of law or regulation, or (v) where the party seeking to disclose has received the prior written consent of the party providing the information, which consent shall not be unreasonably withheld.



## **b. Use of data**

Provider may collect and store information regarding the Client and share it with its affiliates, agents and service providers in order to: (i) provide the Service; and (ii) manage Provider's business, including, but not limited to, client on-boarding, financial and operational management and reporting, risk management, legal and regulatory compliance and client service management. Provider shall require any affiliate, agent or service provider to which it has disclosed Data pursuant to this section to comply with the Agreement's confidentiality and Swiss data-protection obligations.

## **13. Mutual Representations and Warranties**

Each party represents and warrants to the other party: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was formed or incorporated; (b) it has full power and authority to enter into and perform its obligations hereunder; and (c) this Agreement has been duly authorized, executed and delivered on its behalf by persons empowered to do so.

## **14. Client Warranties**

To the extent applicable to each Client, the Client warrants to Provider that:

- **Knowledge & expertise:** it has read in full and that it understands and agrees with the Supported Network Protocol(s) and it has adequate knowledge and expertise of distributed ledger/blockchain technologies, staking, accounts, keys, and details of the Supported Network(s) and Supported Network Protocol(s).
- **Due diligence:** it has conducted its own, independent, thorough and positive due diligence on the Services provided by Provider, the Supported Network(s), Coins, and other matters considered in this Agreement in determining to use the Service.
- **Staking risks:** it understands and agrees that staking may be subject to material underlying risks, such as liquidity risks (e.g. locking periods), market risks, credit/counter-party risks, slashing risks, blockchain risks and/or other operational risks.
- **Own account:** it is acting for its own account and has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for the Client based upon its own judgment and upon advice from such advisers as it has deemed necessary.
- **No breach:** it will not violate any law, regulation, decree or legal restriction, tax regulation or obligation, or any order or judgment of any court or other agency of

government when using the Service. The Client confirms in particular that it will fully comply with all applicable laws & regulations, in particular the Anti-Money Laundering Act and any other equivalent laws and regulations, especially if it holds and ensure the safe-keeping of Coins for the account of third-parties. The Client represents and warrants that it holds, and is in compliance in all material respects with, all licenses, registrations, permits, variances, exemptions, authorizations, orders and approvals of all governmental and/or regulatory authorities necessary for the operation of its business.

- **Anti-Money Laundering:** if applicable, the Client confirms that it has adopted policies and procedures designed to elicit and verify information from all Related Parties according to Anti-Money Laundering requirements. It also confirms that it fully complies with Anti-Money Laundering laws and regulations.
- **Sanctions & embargoes:** neither the Client, nor any direct or indirect beneficial owner of the Client, nor any beneficial owner of a Staked Coin with the Service (i) bears a name that appears on US OFAC, United Nations, European Union or a Swiss sanctions/ embargo lists; (ii) is a Foreign Shell Bank; or (iii) resides in or whose subscription funds are transferred from or through an account in a Non-Cooperative Jurisdiction.
- If the Client is a Bank or a Financial Intermediary, it warrants that its end-clients have been duly informed about the underlying risks of the Service and that end-clients have agreed on terms and conditions equivalent to the ones defined in this Agreement.
- **Deposit:** the Client expressly understands, acknowledges and accepts that the Service and/or Staking Rewards is not an investment service and do not represent in any way a demand deposit as described under any applicable banking laws or regulations.

### **15. Limited Warranty of Provider**

PROVIDER REPRESENTS AND WARRANTS TO THE CLIENT THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING ANY DATA SUBMITTED BY THE CLIENT. THE CLIENT ACKNOWLEDGES AND AGREES THAT EXCEPT AS SET FORTH IN THE PREVIOUS SENTENCE, THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE BLOCKCHAIN DATA AND THE INFORMATION CONTAINED THEREIN, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICE WILL COMPLY WITH ANY

OBLIGATIONS THAT CLIENT MAY HAVE UNDER ANY APPLICABLE LAWS, RULES, REGULATIONS, OR SIMILAR OBLIGATIONS AND PROVIDER SHALL NOT HAVE ANY LIABILITY OR BE RESPONSIBLE FOR ANY DAMAGES, LIABILITIES, SLASHING PENALTIES, LOSSES, COSTS, OUT-OF-POCKET COSTS OR EXPENSES (INCLUDING ATTORNEYS' FEES), WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THE CLIENT'S COMPLIANCE WITH ANY OBLIGATIONS UNDER ANY APPLICABLE LAWS, RULES, REGULATIONS, OR SIMILAR OBLIGATIONS. WITHOUT LIMITING THE FOREGOING, PROVIDER DOES NOT REPRESENT OR WARRANT THAT (I) THE SERVICE WILL BE ERROR FREE, UNINTERRUPTED OR AVAILABLE AT ALL TIMES; (II) THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT PROVIDED BY CLIENT; (III) THAT TECHNICAL PROBLEMS MAY PREVENT PROVIDER FROM PROVIDING ALL OR ANY PART OF THE SERVICE; AND (IV) EXCEPT AS SET FORTH IN THE FIRST SENTENCE OF THIS SECTION, PROVIDER MAKES NO WARRANTIES AND THE CLIENT RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE SERVICE, ITS PROFITABILITY, OPERATING COSTS, OR PERFORMANCE, AND PROVIDER HEREBY SPECIFICALLY DISCLAIMS, OVERRIDES AND EXCLUDES. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, CONDITIONS, OTHER CONTRACTUAL TERMS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SERVICE, WHETHER EXPRESS, IMPLIED OR STATUTORY, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY PROVIDER OR ANY OF ITS AGENTS OR AFFILIATES OR OTHERWISE (INCLUDING BUT NOT LIMITED TO, AS TO TITLE, SATISFACTORY QUALITY, ACCURACY, COMPLETENESS, UNINTERRUPTED USE, NONINFRINGEMENT, TIMELINESS, TRUTHFULNESS, SEQUENCE AND ANY IMPLIED WARRANTIES, CONDITIONS AND OTHER CONTRACTUAL TERMS ARISING FROM TRANSACTION USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE).

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PROVIDER WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, AND / OR CONSEQUENTIAL

DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SPECIFICALLY, PROVIDER WILL NOT BE LIABLE FOR CLIENT'S LOSSES ARISING FROM SLASHING PENALTIES. IN NO EVENT WILL PROVIDER' AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE EXCEED THE NET REWARDS OR REVENUE PAID TO PROVIDER HEREUNDER DURING THE PERIOD THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

#### **16. Warranty for third-party products**

Provider will not be held liable for any Defects of the source codes and software which are integral part of the Software used to provide the Service, but are not proprietary to Provider, such as the open source codes of Supported Network Protocol and/or distributed ledger/blockchain nodes.

#### **17. Warranty for distributed ledger/blockchain**

Provider shall not be held liable for any and all damages caused by the Supported Network Protocols underlying the Service and for any cause including, but not limited to forks, network congestions, bugs, actions whatsoever of any kinds in any jurisdictions, actions for breach of contract or tort, provided that Provider did not act with intent or gross negligence. In particular, Provider shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data loss, arising out of all Supported Network Protocols underlying the Service.

#### **18. Indemnification**

The Client will indemnify, defend and hold Provider, and each of its officers, directors, employees, members, managers and agents, harmless from and against any and all damages, liabilities, losses, costs and reasonable out-of-pocket costs and expenses (including, but not limited to, reasonable attorneys' fees) to the extent arising out of any claim, action or allegation brought by any third party relating to, resulting from, in connection with or arising out of (i) any breach of this Agreement by the Client, (ii) the use of the Service by the Client, (iii) any failure on the part of the Client to comply with any applicable law, rule and regulation, including holding, maintaining and complying with the necessary licenses, recognitions, registrations, authorizations, exemptions and memberships necessary for the conduct of its business and with respect to the use of the Service, except, in each case, to the extent that such damages, liabilities, losses, costs and expenses are incurred as a result of the fraud or willful misconduct of Provider.

Any party that seeks indemnity must (i) not be in breach of this Agreement, (ii) give prompt notice to the other party of any such claims, actions or allegations against it, (iii) allow the other party to take control of the defense and settlement thereof at the sole expense of the other party and (iv) not agree to any settlement without the prior written consent of the other party.

### **19. Limitations of Liability**

The Client acknowledges and agrees that Provider shall not have any liability in or be responsible for any damages, liabilities, losses, costs, out of pocket costs or expenses (including attorneys' fees), whether direct, indirect, special, incidental, consequential, punitive or otherwise of any kind (including, without limitation, any loss of revenue, loss of actual or anticipated profits, loss of contracts, loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation or loss of, damage to or corruption of data), in each case arising under or related to claims of breach of contract, tort, including negligence, strict liability, negligent misrepresentation, restitution, breach of statutory duty or any other cause of action whatsoever with respect to this Agreement, the Service, or any other matters or services contemplated hereby. Notwithstanding anything to the contrary herein and without limiting the foregoing, the Client acknowledges and agrees, that Provider shall not be liable in any manner to the Client for (i) the failure of any Transaction or Transfer through the Service to perform its settlement or other obligations under such Transaction or (ii) the failure of the Service to deliver, display or transmit orders, messages or other data entered into the Service by the Client. As a consequence, Provider shall not be held liable for: any loss or theft of digital assets including, but not limited to private keys; transaction errors done by the Client; late execution or settlement of any transaction whatsoever, in particular if any staked node is down or if the blockchain is down or congested; the incorrect booking of transactions or the presence of an error in ordering the booking of transactions in a blockchain; any security breach or weakness, bug, of any kind for a digital asset; any security breach or weakness, bug, of any kind in the technology stacks used including but not limited to programming languages and open-source libraries; any configuration or installation errors by the Client.

Provider has obtained IT protection from Digital Asset Service Ltd. *d/b/a* CoinCover to protect Staked Coins from theft, hacking, and similar events, including CoinCover's insurance backed guarantee, theft cover, and theft protection. In the event of any unauthorized hack or theft of any Coins, Client agrees to look solely to any recoveries or proceeds obtained from CoinCover on account of any such loss or damage, and agrees that Provider shall have no liability for any such

incident unless and only to the extent such incident is caused by the intentional misconduct of Provider.

## **20. Notices**

Any notice required or permitted to be given in connection with this Agreement will be deemed to be delivered if it is personally delivered or sent by electronic mail (email), certified or registered mail or overnight courier, postage prepaid with return receipt requested, and addressed to the relevant party thereto at the address specified on the signature pages hereto or at such other address as such party may specify to the other party in writing from time to time.

## **21. Commitments**

Provider has made no commitments or promises orally or in writing with respect to delivery of any future features or functions of the Services. In relation to any future features or functions, all presentations, request 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 Provider 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. Client acknowledges that no decisions are based upon any future features or functions of the Services. Client acknowledges and agrees that the value of Coins and any Staking Rewards are speculative and subject to fluctuations in price and marketability, and that Provider has made no warranty or representations with respect to the value of any Coin or Staking Rewards, and has advised Client that any such Coin or Staking Rewards may decrease in value and/or become worthless in the future.

## **22. Discontinuation of Service**

Provider reserves the right to discontinue Service at any time for any or no reason. If Provider decides to discontinue Service, it will announce its intention to do so providing a minimum of 30 calendar days' notice.

## **23. Taxes**

The Client shall be responsible for payment of all taxes, fees and surcharges, however designated, imposed on or based upon the use of the Services and Staking Rewards obtained by the use of Services.

Neither Provider nor any of its agents shall provide any advice or guidance with respect to the tax obligations of the Client. The Client is strongly encouraged to seek advice from its own tax

advisor to discuss the potential tax consequences of entering into this Agreement and the receipt of any Staking Rewards.

#### **24. Assignment**

Except as otherwise provided below, neither party may assign, transfer or otherwise dispose of this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, (a) Provider may assign or transfer this Agreement or any rights or obligations hereunder to any affiliate of Provider without the prior written consent of the Client and (b) either party shall have the right to assign or transfer this Agreement in connection with the merger or acquisition of such party or the sale of all or substantially all of its assets, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

#### **25. Governing law; Jurisdiction**

This Agreement will be governed by and construed in accordance with the laws of the State of Florida. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in Hillsborough County, Florida, U.S.A., for the adjudication of any case or controversy arising under this Agreement and the parties hereby waive their right to a trial by jury in any such litigation.

#### **26. Amendments**

Provider is entitled to amend and modify this Agreement at any time. The Client will be notified of any amendments by appropriate means (i.e. via e-mails or via publication on the Provider legal website). The amendments shall be deemed to have been accepted by the Client unless an objection is raised in writing within 30 days of notification, but in any event when the Service is used. In the event of an objection, the Client shall be free to terminate this Agreement with 30 days notice.

The version of this Agreement currently in force, as amended from time to time, can be accessed on the Provider legal website at <https://www.noderiver.com/s/Terms-and-Conditions-for-Node-River-Staking-Services.pdf>.

#### **27. Force Majeure**

Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent such delay in or failure is caused by any event beyond the reasonable control of such party, including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, pandemic, interruptions in

telecommunications or Internet or network service providers, acts or omissions of a third party hardware or software supplier or a third party communications provider, power outages and governmental restrictions.

### **28. Severability**

If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule of law or otherwise, the remainder of this Agreement will not be affected and to that extent the provisions of this Agreement will be deemed to be severable.

### **29. Entire Agreement**

This Agreement, together with all related Order Forms and attachments, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior agreements, understandings, representations, and warranties, both written and oral, with respect to such subject matter. Client acknowledges and agrees that it has not relied upon any statement, representation, or warranty not expressly set forth herein.

### **30. No Waiver**

No failure on the part of any party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further or future exercise thereof or the exercise of any other right or remedy