

CHAINLAYER TERMS AND CONDITIONS

By (a) connecting your Ledger or other hardware wallet and clicking the “Delegate” button on the website <https://www.chainlayer.io> (the “**Website**”), and/or (b) using the Service (as defined below), and/or (c) using the Chainlink Oracle (as defined below) and/or (d) accepting these terms and conditions, you hereby agree (i) to become a party to this agreement (the “**Agreement**”) and (ii) that your counterparty is **Cloud Catalyst B.V.**, a private limited company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its statutory seat and registered offices in (3751 CG) Bunschoten-Spakenburg, the Netherlands at the address of Zuidwenk 82 j, registered with the Dutch Chamber of Commerce under file number 76526151 (“**ChainLayer**”).

RECITALS:

- A. ChainLayer is a service provider who enables you and users like you, as a service, to stake specific cryptographic tokens to support the operations of the underlying blockchain network(s) by verifying transactions on said blockchain network(s) (the “**Service**”). More information regarding the Services can be found on the Website.
- B. You wish to stake specific cryptographic tokens to support the operations of the underlying blockchain network(s) and therefore wish to use the Service and enter into an agreement with ChainLayer on the terms and conditions set forth in this Agreement.
- C. In order to illustrate your (technical) knowledge of staking, the status and functioning of blockchain-technology and the application thereof, you hereby acknowledge (that you realise), amongst other things but not limited to, that:
 - i. blockchain is a new and largely unregulated form of interaction and doing business. Many jurisdictions have not (yet) adopted their legal systems to this up and coming application of technology. As a result of this, upcoming changes in legal systems and/or other circumstances may result in substantial changes in the blockchain application and/or the (execution of the) Service, which in turn may lead to (the complete) loss of (the value of) your Stake (as defined below);
 - ii. blockchain and the (underlying) software(products) are currently in an early development-stage and have not been proven to be without error. Therefore, ChainLayer cannot give you and other parties like you any warranties regarding the errorless and hack-free functioning and performance of ChainLayer’s systems, the Service and the specific blockchain(s) that is/are being used with regard to your Stake;
 - iii. the development of ChainLayer’s systems and the Service is not yet finalised and constantly developing and evolving, which means that ChainLayer’s systems and/or the

Service may (temporarily) not be operational for technical, economic, commercial or other reasons, in which case you do not have any right to compel ChainLayer to continue provide the Service and/or to compel ChainLayer to carry out and/or to cause others to carry out any other action(s);

- iv. the only way to receive back the Stake is by signing a transaction with the Private Key (as defined below), whereas the Stake as well as all Stake Reward (as defined below) will be irreversibly lost if you lose control of the Private Key;
- v. ChainLayer will not, at any point in time while providing the Services or otherwise as a result of this Agreement, become the legal owner and/or custodian of your Stake and/or the Private Key or otherwise become the owner and/or custodian of any of your (intellectual) properties;
- vi. you are solely responsible for keeping safe custody of your Private Key;
- vii. you are not entitled to any (property) right regarding the (intellectual property rights with regard to) ChainLayer's systems and the Service in any form whatsoever; and
- viii. more than one other user like you will probably also use the Service, which means that there is no exclusivity for you in any form whatsoever.

D. You realise and acknowledge that digital tokens and other blockchain-related technologies are new, untested and are thus inherently high-risk. ChainLayer is not (in any way) responsible or liable for any non-performance resulting from adverse changes in market forces or the technology.

E. You realise and acknowledge that this Agreement does not constitute an offer or invitation to subscribe for or to purchase any securities nor solicit any investment in any jurisdiction. You agree to seek professional advice if you are in any doubt as to any aspect of this Agreement.

HAVE AGREED AS FOLLOWS:

1. Interpretation

1.1. In this Agreement, the capitalised words have the following meaning:

Agreement	this agreement
Article	an article of this Agreement
ChainLayer	the private limited company (<i>besloten vennootschap met beperkte aansprakelijkheid</i>) Cloud Catalyst B.V. , incorporated under the laws of the Netherlands, having its statutory seat and registered offices in (3751 CG) Bunschoten-Spakenburg, the

	Netherlands at the address of Zuidwenk 82 j, registered with the Dutch Chamber of Commerce under file number 76526151
Chainlink Oracle	the service as described in Article 8
Parties	ChainLayer and you jointly
Party	a party to this Agreement
Private Key	the cryptographic private key corresponding to the Staking Address, required to withdraw the Stake and the Stake Reward
Service	the service provided by ChainLayer to you as described in recital A and Article 2.1 of this Agreement
Stake	the amount of cryptographic tokens you have staked, as described in Article 2.1
Stake Fee	the compensation received by ChainLayer for providing the Service, as described in Article 3.2
Stake Reward	the compensation received by you for providing the Stake, as described in Article 3.1
Staking Address	the address to which the Stake is transferred and to which your Stake Reward is transferred

1.2. These definitions apply in the singular form as well as in the plural form of these definitions.

1.3. The contents of the recitals in this Agreement form an integral part of what the Parties have agreed upon.

2. Provision of the Service

2.1. After you have staked one or more specific cryptographic token(s) directly via the Website and/or websites linked to via the Website (the “**Stake**”) on your Staking Address and have delegated the support of operations of the underlying blockchain network(s) to ChainLayer, ChainLayer will perform the support of operations of the underlying blockchain network(s) by verifying transactions on said blockchain network.

2.2. Before, during and after the provision of the Service or under any other circumstance arising out of the conclusion of this Agreement, ChainLayer will not become the legal owner and/or custodian of your Stake, the Stake Rewards and/or the Private Key or otherwise become the owner and/or custodian of any of your (intellectual) properties.

3. Stake reward

3.1. As a compensation for providing the Stake, the blockchain network will reward you with the Stake Reward on the Staking Address. The Stake Reward varies on a day to day or even on an hourly basis on most blockchain networks. In order to know the specific Stake Reward, you

should consult the specific blockchain network's website for the most accurate and actual information.

- 3.2. As a compensation for the provision of the Service to you, ChainLayer will receive a Stake Fee. This Stake Fee is calculated as a percentage of the Stake. The accurate and actual Stake Fee information can be found on <https://chainlayer.io/fees>.
- 3.3. The Stake Fee is withheld automatically from your Stake Reward by the specific blockchain network(s). The Stake Reward accumulates on your address. On some blockchain networks you have to manually withdraw your rewards (Cosmos-sdk), while on others (Wanchain) the rewards are sent to your wallet automatically. Some networks (Polkadot) even give you the option to automatically increase your stake with your rewards. For avoidance of doubt, Chainlayer will not function as a custodian with regard to your Stake and/or your Stake Reward.
- 3.4. The Stake Reward is inclusive of all applicable taxes. You are solely responsible for determining what, if any, taxes apply in your jurisdiction regarding entering into this Agreement. It is also your sole responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. ChainLayer is not responsible for withholding, collecting, reporting, or remitting any sales tax arising from you entering into this Agreement, in any from whatsoever.

4. Representations and warranties from ChainLayer to you

- 4.1. By entering into this Agreement, ChainLayer represents and warrants to you that:
 - i. ChainLayer is a duly and legally incorporated private company under the laws of the Netherlands;
 - ii. ChainLayer is not involved in any proceedings or disputes related to this Agreement; and
 - iii. entering into this Agreement does not constitute an attributable breach on the part of ChainLayer with respect to one or more third parties.

5. Representations and warranties from you to ChainLayer

- 5.1. By entering into this Agreement, you represent and warrant to ChainLayer that:
 - i. you are legally permitted under the laws applicable to you to enter into this Agreement and are capable to acquire, receive and hold the cryptographic tokens as described in this Agreement;
 - ii. you are not under the age of 18 (eighteen) years;
 - iii. you are entering into this Agreement on your own behalf only, whereas you are not representing anybody in any form whatsoever;
 - iv. you are not involved in any proceedings or disputes related to this Agreement and/or the Service;

- v. entering into this Agreement does not constitute an attributable breach on your part with respect to one or more third parties;
- vi. what has been included in the recitals of this Agreement is correct, while you are aware of the risks as described in recitals C and D of this Agreement;
- vii. you have enough technical knowledge to safely handle the Private Key;
- viii. you are not entering into this Agreement for any other uses or purposes than the ones stated in this Agreement, therefore you are not entering into this Agreement for amongst other things, but not limited to, investment, speculative or other financial purposes;
- ix. you will comply with any applicable tax obligations in your jurisdiction arising from you entering into this Agreement; and
- x. you are not a citizen of and/or do not have a (registered) address in Afghanistan, American Samoa, The Bahamas, Botswana, Cambodia, Canada, China, Democratic People's Republic of Korea (DPRK, North-Korea), Ethiopia, Ghana, Guam, Iran, Iraq, Libya, Nigeria, Pakistan, Panama, Puerto Rico, Samoa, Saudi Arabia, Serbia, Sri Lanka, Syria, Trinidad and Tobago, Tunisia, US Virgin Islands, United States of America (USA) and/or Yemen.

6. Warranty and (exclusion of) liability

- 6.1. ChainLayer is not bound to give you any warranty, indemnity or a combination thereof regarding the Service, the ChainLayer's systems, the Stake, the Stake Reward, (third party) information provided on the Website, the Chainlink Oracle and/or any other respect in any form whatsoever.
- 6.2. By entering into this Agreement, you acknowledge and agree that you will not hold ChainLayer, its directors, its employees and/or any third party involved with the (creation of this) Agreement and/or the Service liable for any and all damages caused by and/or related to this Agreement and/or to the Service. You are not entitled to personally or via a class action hold ChainLayer, its directors, its employees and/or any third party involved with the (creation of this) Agreement and/or the Service liable or file for claims for any damages arising out of or in connection with this Agreement and/or the Service.
- 6.3. By entering into this Agreement you acknowledge and agree that you will indemnify ChainLayer, its directors, its employees and/or any third party involved with the (creation of this) Agreement and/or the Service against (any) third-party claim(s), including but not limited to the claims, which arise from you entering into this Agreement and/or a breach of any or all warranties as described in Article 5.

7. Termination of this Agreement

- 7.1. Upon a request via the Website to return your Stake by means of clicking the "Withdraw" button or by any other means and after having returned your Stake, this Agreement will automatically terminate.

7.2. ChainLayer is entitled to terminate this Agreement with immediate effect, and without any prior warning or due regard of any (termination) notice.

7.3. The obligations set forth in Articles 5, 6 and 8 shall survive the termination of this Agreement indefinitely.

8. Chainlink oracle

8.1. Chainlayer provides an oracle service that provides on request the actual response of an external data provider (the "**Chainlink Oracle**"). The Chainlink Oracle is provided "as is". ChainLayer does not guarantee the correctness of the provided information by the Chainlink Oracle, the availability of the Chainlink Oracle and/or any other guarantee, unless specifically agreed upon in a separate agreement signed by ChainLayer. To the extent acceptable by law, ChainLayer does not accept any liability regarding the Chainlink Oracle and the use thereof.

9. Other provisions

9.1. This Agreement may only be amended or supplemented by ChainLayer, in writing, without giving prior notice to you.

9.2. All the communications, notices and announcements under this Agreement must be made in writing.

9.3. This Agreement includes all the arrangements between the Parties relating to the Service and replaces all the previously written and oral arrangements made between the Parties in this matter, except for and notwithstanding any confidentiality agreement entered into by the Parties.

9.4. If a provision of this Agreement turns out to be void or non-binding, the Parties continue to be bound to the other provisions of this Agreement.

9.5. Notwithstanding the provisions in this Agreement, you hereby waive your rights to annul and/or dissolve this Agreement, or cause it to be annulled or dissolved, on any grounds whatsoever, including, but not limited to, pursuant to section 6:265 to section 6:272, and section 6:228 of the Dutch Civil Code that relate to the annulment or dissolving of this Agreement on account of an error or to apply to a court of law to annul or dissolve this Agreement. Furthermore, you waive your right to demand this Agreement to be amended on any grounds whatsoever including, but not limited to, pursuant to section 6:230(2) or section 6:258 of the Dutch Civil Code.

9.6. The rights and powers vested in you to rely on a settlement, setoff and/or suspension are excluded with the exception of the provisions in this Agreement in this regard.

- 9.7. Legal rights and/or claims that may ensue from this Agreement cannot be transferred without the prior written consent of ChainLayer, this with effect under property law (*met goederenrechtelijke werking*) as defined in section 3:83(2) of the Dutch Civil Code.
- 9.8. This Agreement and any non-contractual obligations arising out of or in connection with the Agreement and/or the Service are solely and exclusively governed by and shall be construed in accordance with the laws of the Netherlands, with the exception of the rules of conflict of laws under Dutch international private law.
- 9.9. Any disputes arising out of or in connection with this Agreement and/or the Service, including regarding the existence or validity of this Agreement, and any non-contractual obligations arising out of or in connection with this Agreement and/or the Service, are subject to the sole and exclusive jurisdiction of the competent court in the district of Oost-Brabant, the Netherlands.
