FLUX Node Program Agreement

THIS FLUX NODE 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 FLUX utility tokens on the CoinMetro platform in order to gain rewards from the development of the FLUX network.

The Company wishes to enable the Client to obtain the FLUX utility tokens and to make it possible for the Client through the CoinMetro ecosystem to participate in the building of the FLUX network.

The Company enables Clients who have obtained FLUX utility tokens from another source outside the CoinMetro platform to stake their FLUX utility tokens and participate in building the FLUX network.

The Company wishes to share any possible profits from building the FLUX network with the

Client. The Parties have concluded the following agreement about staking the Flux utility tokens.

1. Definitions

As used in these Terms, including the preamble hereof, unless expressly otherwise stated or evident in the context, the following capitalised 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. FLUX – the proprietary cryptocurrency developed and maintained by The Flux Development Team: Tadeáš Kmenta, Daniel Keller, Parker Honeyman and available at: https://runonflux.io/ .
1.4. FLUX Node Program Agreement – these agreement terms ofstaking and (if relevant) buying the FLUX utility tokens.
1.5. Staking – locking of FLUX ultility tokens in Client CoinMetro Platform wallet. During the time the FLUX utility tokens are locked in Client CoinMetro wallet, CoinMetro is entitled to use those FLUX utility tokens to run nodes in the FLUX ecosystem and build the network.
1.6. Staking Period – the time period during which the Client stakes FLUX utility tokens. If the Client delegates FLUX utility Tokens on T Day and undelegates the FLUX between 0:00 to 24:00 on T+N day, Client staking period is N-1 days.
1.7. Rewards – various digital assets, mainly FLUX tokens which are paid to the Company for supporting the FLUX Network.
1.8. Effective date – the moment when the Client agrees to stake a chosen number of FLUX for a determined or undetermined period of time on the CoinMetro Platform and agrees to this FLUX

Node Program Agreement by clicking on the "I agree with the FLUX Node Program Agreement" button on
the CoinMetro Platform in the relevant FLUX page and pressing "Confirm".

2. Object

2.1. The Client stakes a chosen number of FLUX for a chosen period. The Client can stake the FLUX for an undetermined period.

2.2. The amount of FLUX and the staking period are shown in the CoinMetro Platform.

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

2.4. The Company will use the FLUX during the Staking Period to run FLUX nodes and build the FLUX network.

3. Rights

3.1. Client can stake by pressing "confirm" the FLUX through 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 clicked "Stake" the command is registered in the system.

3.2. Client authorizes The Company to use the staked FLUX to run FLUX nodes and to collect the relevant Rewards as defined and set by the FLUX Development Team.

3.3. The Rewards will be split between the Client and the Company according to the following formula:

    3.3.1. Flexible plan = 50/50

    3.3.2. 1-month plan = 60/40

    3.3.3. 3-month plan = 70/30

    3.3.4. 6-month plan = 80/20

    3.3.5. 1-year plan = 90/10

3.4. In section 3.3 the first number represents the percentage of Rewards attributable to the Client and the second number represents the percentage of the Rewards attributable to the Company. The Flexible plan is a staking option without a term, the 3-month, 6-month and 1-year plans are staking options with a determined period.

3.5. The Staking Rewards are subject to change and are set by the FLUX Development Team. The Company can only distribute Rewards as set and allocated by the FLUX Development Team.

4. Obligations

4.1. The Client must stake at least 50 FLUX to be eligible for the rewards.

4.2. The Client must keep the FLUX as staked for the period chosen by the Client. If the Client wishes to withdraw the staked FLUX before the end of the Staking Period, the Client is not entitled to any rewards accrued over the actual staking period.

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 FLUX: the amount of staked FLUX, 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. Upon termination of this Agreement the Client will cease staking FLUX 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 FLUX Development Team. The Company can only distribute Rewards as set and allocated by the FLUX Development Team.

6.2. The Client fully acknowledges and accepts that the value of FLUX may change. Although the Company contributes to building the FLUX ecosystem with the estimation that the value of FLUX will increase there is no guarantee of that, and the value of FLUX may alternatively decrease. 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 FLUX 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 FLUX the Client stakes under this agreement and the FLUX 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 FLUX or otherwise loss of access to the FLUX or parts thereof.

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

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

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

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 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 doesn´t 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 FLUX Node Program Agreement" button on the CoinMetro Platform in the relevant FLUX page.

7.9. This Agreement is governed by and construed 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.