

## **XCM Staking Program Agreement**

**THIS XCM 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 CoinMetro XCM utility tokens on the CoinMetro platform in order to gain rewards.

The Company wishes to enable the Client to earn rewards from locking the XCM owned by the Client on the CoinMetro platform.

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. XCM – the proprietary cryptocurrency developed and maintained by CoinMetro Group.
- 1.4. XCM Staking Program Agreement – these agreement terms of staking XCM on CoinMetro Platform.
- 1.5. Staking – locking of XCM utility tokens in Client CoinMetro Platform account. During the time, the XCM utility tokens are locked in the Clients CoinMetro account, CoinMetro is entitled to use those XCM utility tokens.
- 1.6. Staking Period – the time during which the Client stakes XCM utility tokens. If the Client delegates XCM on T Day and un-delegates the XCM between 0:00 to 24:00 on T+N day, Client staking period is N-1 days.
- 1.7. Rewards – rebates in the XCM ecosystem and additional XCM utility tokens.
- 1.8. Effective date – the moment when the Client agrees to stake a chosen number of XCM for a determined or undetermined period of time on the CoinMetro Platform and agrees to this XCM Staking Program Agreement by clicking on the “I agree with the XCM Staking Program Agreement” button on the CoinMetro Platform and pressing "Confirm".

### **2. Object**

- 2.1. The Client stakes a chosen number of XCM for a chosen period. The Client can stake the XCM for an undetermined period.
- 2.2. The amount of XCM and the staking period are shown in the CoinMetro Platform.
- 2.3. From the Client’s CoinMetro dashboard the Client can navigate to “My XCM Staking Plans” where the Client can see the amount of XCM 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 XCM during the Staking Period to build the XCM ecosystem.

### **3. Rights**

3.1. The Client can stake by pressing “confirm” the XCM 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 clicks “Stake” the command is registered in the system.

3.2. Client authorizes The Company to use the staked XCM to develop the XCM ecosystem and will get rebates in the XCM ecosystem in return.

3.3. The Rewards will be allocated based on the volume of staked XCM as well as the staking time. Opting for a longer staking time will increase the monthly rewards. The XCM staking rewards structure will be available via <https://go.coinmetro.com/staking/xcm>

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 1000 XCM to be eligible for the rewards.

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

4.3. The Client shall be responsible for paying all taxes applicable in their jurisdiction.

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 XCM: the amount of staked XCM, 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 XCM 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 XCM may change. Although the Company contributes to building the XCM ecosystem with the estimation that the value of XCM will

increase there is no guarantee of that, and the value of XCM 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 XCM 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 XCM the Client stakes under this agreement and the XCM 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 XCM or otherwise loss of access to the XCM or parts thereof.
- 6.6. The Company assumes no liability for the functioning and performance of the XCM 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 XCM 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 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 XCM Staking Program Agreement” button on the CoinMetro Platform in 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.