AVENTUS STAKER TERMS AND CONDITIONS
Version 3: Date: June 1, 2022

THESE AVENTUS STAKER TERMS AND CONDITIONS (THE "**TERMS**") APPLY TO ALL MATTERS CONCERNING THE AVENTUS STAKING SERVICES BETWEEN YOU ("**AVENTUS STAKER**," OR "**YOU**") AND THE AVENTUS PROTOCOL FOUNDATION ("**FOUNDATION**," "**US**," "**WE**" OR "**OUR**"), INCLUDING THE TERMS OF YOUR PARTICIPATION IN THE AVENTUS NETWORK (DEFINED BELOW). YOU UNDERSTAND THAT BY ACCEPTING THE TERMS, EITHER BY,

- CLICKING TO SIGNIFY ACCEPTANCE BY CHECKING THE ACCEPTANCE BOX; AND/OR
- BY ACQUIRING, HOLDING OR USING THE AVENTUS TOKEN ("**AVT**") AS STAKE IN THE AVENTUS NETWORK; AND/ OR
- TO VOTE ON GOVERNANCE PROPOSALS.

YOU AGREE TO BE BOUND BY THE TERMS FROM THE COMMENCEMENT DATE. YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OLD OR OLDER AND HAVE THE RIGHT AND AUTHORITY TO AGREE TO AND COMPLY WITH THE TERMS AND THE TRANSACTION CONTEMPLATED THEREBY.

PLEASE READ THE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION.

CLAUSE 14 OF THESE TERMS CONTAINS AN ARBITRATION AND WAIVER OF CLASS ACTION RIGHTS PROVISION THAT REQUIRES THE USE OF INDIVIDUAL ARBITRATION TO RESOLVE DISPUTES.

1. **DEFINITIONS.**

   Unless the context otherwise requires, words and expressions not defined in these Terms which are defined in the White Paper shall have the same meanings in these Terms. Subject to the foregoing, and in addition to the capitalized terms defined in the recitals and herein, the following words and expressions shall have the meanings as follows:

   a. "**Commencement Date**" means the first date on which You checked the acceptance box, contribute AVT as stake, or use AVT to cast a vote pursuant to these Terms.
   b. "**Aventus Network**" means the distributed network of Aventus Nodes supported by the Foundation.

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c. "**Aventus Node**" means a Device running the Aventus Node Software and configured to communicate with the Aventus Network.
d. "**Aventus Node Operator**" means an individual or entity operating one or more Aventus Nodes pursuant to these Terms.
e. "**Aventus Node Software**" means the software relating to the operation of the Aventus Nodes.
f. "**Aventus Staker**" means an AVT Holder who contributed Stake in the form of AVT to the Aventus Network and was accepted by the Aventus Foundation to become an Aventus Node Operator or participating in an Aventus Network governance vote.
g. "**Aventus Staking Services**" means the services provided by the Aventus Foundation set out in Clause 3 of these Terms.
h. "**AVT**" means the ERC token described in the White Paper.
i. "**AVT Holder**" means a registered holder of AVT from time to time;
j. "**Business Days**" means any day, other than a Saturday or Sunday or public or bank holiday in the Island of Jersey.
k. "**Council and Technical Committee**" the Foundation governing Council and their official technical advisors.
l. "**Fees**" means the fees payable to the Aventus Staker by the Foundation through the Aventus Software operating the Aventus Network attributed to the relevant Aventus Node.
m. "**Payment Method**" means the payment of the Fees by the Foundation to the Staking Contract.
n. "**Phase 1**" means the staking of maximum of an aggregate of 2,500,000 AVT to the Phase 1 Nodes to be completed on or before the Phase 1 Completion Date as follows:
    i. Potential Aventus Stakers present their tokens and declare their intention to become an Aventus Stakers;
    ii. Once accepted by the Foundation, Aventus Stakers set their Public Keys in preparation for Staking, and the Foundation will be able to use their Sudo Key to manage the chain and enable software launch, bug fixes or improvements;
    iii. Once the Aventus Network is running smoothly and Phase 1 Completion Date has lapsed, the Foundation will enable the performance of the first validator election and action it.

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o. "**Phase 1 Completion Date**" means the date on which all 8,500,000 historic transactions are processed on the Aventus Network.

p. "**Phase 1 Nodes**" means 10 Aventus Nodes.

q. "**Phase 2**" means that once the Aventus Network is running smoothly and Phase 1 Completion Date has lapsed, the Foundation will:

   i. run with a majority third party nominated set of validators;

   ii. procure the development of the Aventus Network and use the Sudo Keys to:

      1. increase the number of validators in the set; and
      2. issue a runtime upgrade that enables the next iteration of the Aventus Network's governance system.
      3. Enable further features, improvements, upgrades and bug fixes.

r. "**Phase 2 Completion Date**" means the completion of:

   i. the Phase 2 development; and

   ii. development of the security aspects and features to enable the handover of the Aventus Node Software and governance to the AVT community;

   iii. the audit and security testing of the Aventus Network to the satisfaction of the Council and Technical Committee.

s. "**Phase 3**" means the removal of the Sudo Key with all governance and control being handed to the AVT community, likely through an initial election of a new council and technical committee.

t. "**Phase 3 Completion Date**" means the completion of:

   i. the Phase 3 development; and

   ii. development of the security aspects and features to enable the handover of the Aventus Node Software and governance to the AVT community;

   iii. the audit and security testing of the Aventus Network to the satisfaction of the Council and Technical Committee.

u. "**Potential Aventus Staker**" means an AVT holder contributing Stake in the form of AVT wishing to become an Aventus Staker.

v. "**Scheme End Date**" the completion date of the Staking Programme.

w. "**Public Keys**" part of the public-private key cryptography, the public key encrypts information which the private key decrypts. The keys allow users to

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store their tokens etc, authorise transfers of their tokens and interact with smart contracts.

x. "**Sudo Key**" means the various keys controlled by the Foundation with super user type permissions over the Aventus Network.

y. "**Staking**" means the staking of AVT to the Aventus Nodes in accordance

z. "**Staking Programme**" means Phase 1, Phase 2 and Phase 3.

aa. "**Term**" means the duration of these Terms until the earlier of:

  i. The Scheme End Date; and

  ii. The Aventus Staking Services are terminated in accordance with Clause 9.

bb. "**User**" means an individual or entity that initiates a transaction to the Aventus Network.

cc. "**White Paper**" means the white paper relating to AVT and the Foundation available at: https://github.com/AventusProtocolFoundation/docs/blob/master/resources/Aventus%20Network%20Technical%20Whitepaper.pdf.

dd. Any reference in these Terms to:

  i. "**these Terms**" or to any other terms, instrument, agreement or document shall, unless the context otherwise requires, be construed as reference to these Terms or such other instrument, agreement or document as the same may from time to time be amended, varied, supplemented or novated;

  ii. any statute or statutory provision shall include references to such statute or statutory provision as in force at the date of these Terms and as subsequently amended, reenacted, replaced or consolidated and shall include references to any statute or statutory provision of which it is an amendment, re-enactment, replacement or consolidation;

  iii. a "month" shall be construed as a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month save that, where any such period would otherwise end on a day which is not a Business Day, it shall end on the next Business Day, unless that day falls in the calendar month succeeding that in which it would otherwise have ended, in which case it shall end on the preceding Business Day provided that, if a period

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starts on the last Business Day in a calendar month or if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last Business Day in that later month;

iv. a "person" shall be construed as a reference to any individual, firm, company or other body corporate, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality), and wherever incorporated or established; and

v. all the provisions of these Terms are severable and distinct from one another and the illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

2. CONTRACTUAL POSITION

a. These Terms set out the terms on which we will provide the Aventus Staking Services. These Terms form the entire contract under which we will provide the Aventus Staking Services.

b. We may amend and vary these Terms from time to time, including during the provision of our services to an Aventus Staker, without the prior consent of that Aventus Staker. The Aventus Staker shall be bound by any amendment or variation to these Terms as and when a copy of the revised document becomes available on our website in accordance with clause 17.b below. These Terms shall not be capable of variation or amendment orally or by course of conduct.

3. AVENTUS STAKING SERVICES.

a. Subject to clause 3b, You may contribute AVT as stake or vote on governance proposals in accordance with the provisions of these Terms at all times.

b. A maximum of 2,500,000 AVT can be staked at Phase 1 which is equal to 25% of the total AVT in issue. AVT will be accepted for staking on a first come first served basis and there is no assurance that a Potential Aventus Staker will become an Aventus Staker as not all AVT contributed will be accepted by the Foundation for staking.

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c. In return for the acceptance by the Foundation of the contribution of AVT at Phase 1, the Foundation shall:

   i. Carry out the Phase 1 services.

   ii. On the Phase 1 Completion Date, the Foundation will produce the development of Phase 2.

   iii. On the Phase 2 Completion Date, the Foundation will produce the development of Phase 3.

   iv. Deploy and maintain the Aventus Network.

d. Subject to Clause 8, arrange payment of the Fees (if any) to the Aventus Staker as Aventus Node Operator pro rata on a monthly basis using the Payment Method for transactions processed by the Aventus Node operated by the Aventus Node Operator.

e. The acceptance of AVT by the Staking Contract is automatic on a first come first served basis. If Your contribution of AVT is not accepted by the Foundation at Phase 1:

   i. You shall not become an Aventus Staker;

   ii. the Foundation shall owe no rights or obligations to You under these Terms; and

   iii. Your holding of AVT will continue to be governed by the terms and conditions from the token sale.

4. AVENTUS STAKER RESPONSIBILITIES.

At all times during the Term:

a. You will comply with these Terms and the Staking Programme, and any other terms and conditions required by the Foundation relating to or in connection with the Aventus Network and the AVT.

b. Participation in the Staking Programme is governed by these Terms and You are not authorised to take any action not expressly provided for hereunder.

c. You agree that You are responsible for maintaining the security of all applicable private keys, and accounts and passwords ("**Security Passwords**")

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in relation to Your AVT used to interact with Aventus. If Your Secured Passwords are compromised:

i. You must inform the Foundation immediately by email to security@aventus.io and

ii. The Foundation is not liable for the loss or the consequences of the loss of Your Security Passwords and You acknowledge that You are solely responsible for any lack of privacy or security of such Security Passwords.

d. You are responsible for authorising the Payment Method.

5. AVENTUS STAKER RESTRICTIONS.

You agree and accept that You will not:

a. Interact with or use the Aventus Network:

i. in violation of applicable laws;

ii. to send or store material knowingly or intentionally containing software viruses, worms, Trojans or other harmful computer code, files, or scripts; or

iii. in a manner that interferes with or disrupts the integrity or performance of the Aventus Network or Aventus Node Software.

b. With respect to the Aventus Network You will not:

i. attempt to bypass or circumvent measures employed to prevent or limit access to the Aventus Network, including by attempting to defeat any encryption, or

ii. attempt to interfere in any way with the Aventus Node Software;

c. Manipulate or alter the default behaviour of the Aventus Network to artificially increase or decrease the value of any reputation factor of the Aventus Network;

d. Manipulate network responses to any request with unauthorized intent to change the cryptographic signatures or Staking Contract.

6. REPRESENTATIONS AND WARRANTIES.

Each Aventus Staker and Potential Aventus Staker hereby represents, warrants, and covenants that:

a. It is authorized and able to receive the Fees by the Payment Method;

b. It understands and accepts:

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i. that AVT does not represent or constitute any shares or intellectual property rights in or relating to the Aventus Network, or any ownership or beneficial interest in the Foundation; and
ii. that the Foundation has the right to procure the development and / or approve potential modifications to the Aventus Node Software and therefore the Aventus Network as required during the term of these Terms;

c. It has the requisite knowledge, skill, qualifications and understanding of the functionality, usage, storage, transmission mechanisms, and intricacies associated with cryptographic tokens, like ETH, and blockchain-based software systems to enable the Aventus Staker to evaluate the merits and risks of contributing to the Aventus Network and ability to perform its obligations under these Terms without the advice, control, or supervision of Foundation;
d. It is legally permitted to use the Ethereum token ("**ETH**") in the Aventus Network, and obtain AVT as Fees in the Aventus Staker's jurisdiction;
e. It is of a sufficient age to obtain AVT;
f. It understands that AVT is intended to be acquired to use the Aventus Network and that AVT is not intended to be acquired for the purpose of speculative investment;
g. It is not obtaining or using AVT for any illegal purpose;
h. It understands that the Aventus Staker is aware of the commercial risks associated with participating in the Staking Programme, including, without limitation, that staking or receiving AVT in return for such contribution does not guarantee that the Aventus Network will be successful, commercially viable or useable for its intended purpose;
i. It waives the right to participate in a class action lawsuit or a class-wide arbitration against the Foundation and any entity or individual involved with the creation or maintenance of AVT or the Aventus Network;
j. It understands that the transfer of ETH to the Aventus Network, the receipt of AVT, and the development of the Aventus Node Software carry significant financial, regulatory, and reputational risks, including, without limitation, certain risks set out in these Terms;
k. By accepting these Terms, the Aventus Staker is deemed to have read and understood the Whitepaper, and acknowledges the risks and rules set forth in

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the Whitepaper and the other relevant materials published on the Foundation website available at: aventus.io/resources;

l. It understands and expressly accepts that, to the extent permitted under applicable law, there is no warranty whatsoever in respect of the AVT, or the Aventus Network, expressed or implied, and that the Aventus Network is used and AVT are obtained at the sole risk of the Aventus Staker on an "as is" and "under development" basis, and without, to the extent permitted by law, any warranty of any kind, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose;

m. It understands that, except as may otherwise be implemented under the Aventus Network, the Aventus Staker has no right against any party to request any refund of the ETH or AVT submitted to the Aventus Network under any circumstance;

n. It understands that no market or no market liquidity may be guaranteed in respect of AVT, and that the value of AVT over time may experience extreme volatility or depreciate in full;

o. It understands that the receipt, ownership, or use of AVT, the potential appreciation or depreciation in the value of AVT over time, the sale and purchase of AVT, and / or any other action or transaction related to the Aventus Network may have tax implications in respect of the Aventus Staker, and that by receiving, staking, holding or using AVT, the Aventus Staker agrees not to hold any third party (including developers, auditors, contractors, or founders) liable for any tax liability associated with or arising from the creation, ownership or use of AVT or any other action or transaction related to the Aventus Network;

p. It has full power and authority to enter into these Terms and comply with all terms hereof, and that doing so will not conflict with any obligation it may owe to any third party; and

q. It will at all times comply with all applicable foreign, federal, state, and local laws, orders, rules, and regulations currently in effect or that may come into effect during the term of these Terms, including but not limited to those regarding data privacy and protection.

7. RISKS

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a. The Aventus Staker understands and accepts the risks in connection with using ETH as part of the Aventus Network and receiving or staking AVT as set forth above and hereinafter. In particular, but without limitation, the Aventus Node Operator understands the risks set forth below:

   i. Risk of software weaknesses: The Aventus Staker understands and accepts that the Aventus Network concept and the Aventus Node Software and underlying code is in beta development stage and unproven, and that there is no guarantee that the deployment of the Aventus Network and AVT will be uninterrupted or error free, and there is an inherent risk that the software could contain weaknesses, vulnerabilities, or errors causing, inter alia, the complete loss of ETH and / or AVT for which neither the Foundation, nor any other individual, entity or other party involved in the Aventus Network will be held liable.

   ii. Regulatory risk: The Aventus Staker understands and accepts that the blockchain technology allows new forms of interaction, and that it is possible that certain jurisdictions will apply existing regulations on, introduce new regulations addressing, blockchain technology-based applications, which may be contrary to the current setup of the Aventus Network, and which may, inter alia, result in substantial modifications of the Aventus Network, including its termination and the loss of AVT for the Aventus Staker. Moreover, the Aventus Staker understands and acknowledges that current regulatory regimes governing blockchain technologies and cryptocurrency tokens are uncertain. Therefore, none of the Foundation, or any entity or person affiliated with or employed by the Foundation can anticipate future regulatory developments, any of which may have an adverse effect on the Aventus Network and AVT. Operations such as the Aventus Network likely will continue to be scrutinized by regulatory bodies around the world, and such scrutiny may lead to increased regulatory oversight that may compel the Aventus Network to change its operations in a material manner or even cease operations altogether. The Aventus Staker understands and acknowledges that these risks may adversely affect the Aventus Network and AVT.

   iii. Risk of lack of success: The Aventus Staker understands and accepts that the development of the Aventus Network and AVT may be limited

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for a number of reasons, including lack of interest from the public, lack of funding, and lack of commercial success or prospects. The Aventus Node Operator therefore understands that there is no assurance that, even if the Aventus Network is partially or fully developed, the Aventus Staker will receive any benefit including Fees in connection with the Aventus Network.

iv. Risk of inactivity: The Aventus Staker understands and accepts that AVT are intended to be issued to, used and exchanged among active participants in the Aventus Network, no for speculative purposes.

v. Risk of theft: The Aventus Staker understands and accepts that the Aventus Network and the Aventus Node Software may be exposed to attacks by hackers or other individuals that could result in theft or loss of AVT or ETH, impacting the ability to develop the Aventus Network.

vi. Risk of attacks: The Aventus Staker understands and accepts that, as with other cryptocurrencies, the blockchain used for the Aventus Network is susceptible to majority attacks, including, but not limited to, double-spend attacks, majority stake attacks, and race condition attacks. Any successful attacks present a risk to the Aventus Network, expected proper execution and sequencing of AVT transactions, and expected proper execution and sequencing of contract computations.

vii. Token risk: the Aventus Staker understands and accepts that their AVT is at risk, and warrants that no future claims will be brought to the Foundation, or any interested parties and their subsidiaries, including but not limited to Aventus Network Services Limited, of the same to seek relief in the event of loss.

8. AVENTUS NODE FEES.

a. Aventus Node Deposit.

i. At Phase 1, the Aventus Network will launch with 10 Phase 1 Aventus Nodes, each with an equal probability of selection to process transactions (i.e. 10% probability). Each Phase 1 Aventus Node that successfully processes a transaction will earn a pro rata share of the Fees associated with the transactions processed by it. At Phase 1, each Phase 1 Aventus Nodes will have a total stake of 250,000 AVT

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which will be locked in from the moment the stake is contributed until the Scheme End Date.

ii. You can deposit any amount of AVT (the "**Staking Amount**") to be associated with any of the 10 Phase 1 Aventus Nodes using the Staking Contract (defined below). For the avoidance of doubt, all deposits and withdrawal of Staking Amounts will incur a transaction fee which shall be Your responsibility to pay in addition to the Staking Amount.

iii. If You are admitted as Aventus Staker, an Ethereum smart contract (the "**Staking Contract**") will be deployed at an address the details of which You will receive after accepting these Terms by email to the email address that You have provided to us. This Staking Contract will:

1. incorporate by reference the full terms and conditions of these Terms;
2. transfer the AVT accepted for contribution by the Foundation to the Aventus Network whereupon the AVT will be associated with the relevant Aventus Staker Node. On the Scheme End Date, transfer the AVT back to the Staking Contract whereupon the AVT may be withdrawn.

iv. You may withdraw the Fees associated with the Phase 1 Aventus Nodes that You staked from the Staking Contract on a monthly basis within 6 Business Days of the end of each month.

v. If You share or onwardly distribute the Staking Contract with or to any other party You shall procure their acceptance of these Terms and shall be deemed to make all the representations and warranties set out in these Terms on their behalf.

b. Deposit of the Staking Amount The Staking Amount will be retained by the Foundation in full as a deposit conditional upon You making a Graceful Exit Release. Upon a Graceful Exit Release, the Staking Amount will be returned in AVT to the Staking Contract within 90 days after the Scheme End Date for You to withdraw ("**Graceful Exit Release**"). Once You have withdrawn the Staked Amount the funds will be received by You within 10 working days. Aventus Stakers will be notified of the occurrence of the Scheme End Date by email to the email address that You provided.

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c. If You do not make a Graceful Exit Release, the Foundation shall retain the Staking Amount and title to the Staking Amount shall transfer to the Foundation so that the Foundation shall hold the Staking Amount absolutely.

d. Payment You are solely responsible for payment of all applicable taxes associated with the payment of Fees, including but not limited to taxes on gross receipts and income.

e. Disqualification. If You violate any term of these Terms, including without limitation any of the representations or warranties set forth herein, You and Your associated stake may, in the Foundation's sole and absolute discretion, be subject to Disqualification. For purposes hereof, the term "**Disqualification**" means that You are entitled to no future payment of Fees, and You immediately forfeit the Staking Amount held by the Aventus Network.

f. Access to Keys Any damages or losses You suffer resulting directly or indirectly from Your payment key pair being compromised or access lost is Your liability alone and the Foundation shall bear no responsibility in connection thereto.

g. Expenses. Each Aventus Staker is solely responsible for all expenses it incurs in connection with these Terms, and the Foundation shall not reimburse the Aventus Staker for any expenses hereunder.

h. Taxes. The Fees shall be inclusive of any and all taxes applicable to the Aventus Staking Services delivered hereunder. You shall be responsible for payment of all taxes applicable to You arising out of its activities hereunder these Terms, including but not limited to, federal, state, local, and applicable foreign income tax, Social Security tax, unemployment insurance tax, and any other tax or business license fee as required.

i. Breach. In the event that an Aventus Staker commits a material breach of any of these Terms, the Aventus Staker shall (in addition to the other remedies under these Terms) forfeit any right to compensation and Fees under these Terms from the date of such breach.

9. TERM AND TERMINATION.

a. Term. These Terms shall be effective as of Commencement Date and will continue until terminated in accordance with 9.b below.

b. Termination by notice.

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i. The Foundation may terminate these Terms by serving You with one months' written notice to the email address provided.
ii. You may terminate these Terms from the Scheme End Date with one month's written notice to the Foundation.

c. Upon termination, You will comply with any and all reasonable instructions of the Foundation for ceasing staking activity (referred to as a "**Graceful Exit**"). Any time You cease participation, it is subject to the requirements and conditions of Clause 8 (Aventus Node Fees) herein.

d. Termination for cause. The Foundation may terminate these Terms with an Aventus Staker if such Aventus Staker:
i. Commits a material breach of any term of these Terms; or
ii. uses the Staker Programme in a manner that the Foundation reasonably believes may cause a security risk, a disruption to the Aventus Network, or liability for the Foundation.

e. Effect of Termination. If the Foundation terminates these Terms in accordance with clause 9d, the Foundation will have no obligation to pay any compensation or Fees under these Terms from the date of such breach.

f. If these Terms are terminated for any other reason, the Foundation shall pay You all compensation and Fees due and payable under these Terms via the Staking Contract.

10. OWNERSHIP

a. Foundation Ownership. The Foundation and its licensors own and shall retain all right, title, and interest in and to the Aventus Network (including any improvements, enhancements, customizations, and modifications thereto), the Documentation, Foundation Confidential Information (defined below), and the Derived Data, including, without limitation, all related intellectual property rights therein. For purposes hereof, the term "**Derived Data**" means data derived from operation of the Aventus Node and of the Aventus network via the Aventus Node, and any data that is aggregated by the Foundation (including aggregations with data sourced from other Aventus Stakers and other third party data sources), and data and information regarding Aventus Stakers access to and participation in the Aventus Network, including, without limitation, statistical usage data derived from the operation of the Aventus Node and Aventus Network and configurations. For the avoidance of doubt,

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nothing herein shall be construed as prohibiting the Foundation from utilizing Derived Data to optimize and improve the Aventus Network or otherwise operate the Foundation's business; provided that if the Foundation provides Derived Data to third parties, such Derived Data shall be de-identified and presented in the aggregate so that it will not disclose the identity of Aventus Staker to any third party. No rights are granted to Aventus Staker hereunder other than as expressly set forth in these Terms.

b. Third Party Data. The Aventus Node Software may include various confidential and proprietary third party data, and all such data is owned by the applicable third party source or vendor. Aventus Staker may only use such data and may not extract or otherwise utilize any such data except as included in and in connection with the Aventus Staker Service. This data is compiled from third party sources, including but not limited to, public records, User submissions, and other commercially available data sources. These sources may not be accurate or complete, or up-to-date and is subject to ongoing and continual change without notice. Neither the Foundation nor its third party data sources make any representations or warranties regarding the data and assume no responsibility for the accuracy, completeness, or currency of the data.

c. Feedback. The Foundation shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Aventus Node Software and/or the Aventus Network any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Aventus Staker relating to the features, functionality, or operation thereof ("**Feedback**"). The Foundation shall have no obligation to use Feedback, and Aventus Staker shall have no obligation to provide Feedback.

11. DATA PRIVACY & CONFIDENTIALITY

a. It is condition of these Terms that each Aventus Staker and Potential Aventus Staker warrants and confirms that any information which they (or someone on their behalf) provide in relation to any natural person (a "**relevant individual**") in connection with these Terms or information which may be obtained in relation to any relevant individual from other sources (the "**personal data**") will be held, controlled and processed by the Foundation and

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its affiliates as "**controllers**" for the purposes of (as applicable) (i) the General Data Protection Regulation (2016/679) and any national law issued under that regulation (including the avoidance of doubt any equivalent to the General Data Protection Regulation enacted in the United Kingdom from time to time), and (ii) the Data Protection (Jersey) Law 2018 and the Data Protection Authority (Jersey) Law 2018, each as amended from time to time (together, the "**Data Protection Laws**"). Each Aventus Staker and Potential Aventus Staker is advised to read in detail the Privacy Notice at http://aventus.io/APF-Privacy-Notice.pdf which provides further detail of the data subject rights and the manner and purposes for which personal data relating to relevant individuals may be processed by or on behalf of the Foundation and its affiliates under the Data Protection Laws. Each Aventus Staker and Potential Aventus Staker warrants and confirms that:

i. it has all necessary authority to provide the personal data on behalf of each relevant individual;

ii. it has and shall continue to comply in all respects with the Data Protection Laws in relation to the disclosure of personal data pursuant to these Terms; and

iii. it will make the Privacy Notice (and any amendment thereto) available to each relevant individual and draw their attention to it.

b. **Definition of Confidential Information**. During the course of performance under these Terms, each party may make available to the other party information that is not generally known to the public and at the time of disclosure is either identified as or should reasonably be understood by the receiving party to be proprietary or confidential (the "**Confidential Information**"). Confidential Information specifically includes, but is not limited to, specialized telemetry data or dashboards, the Foundation business plans, product plans and roadmaps, strategies, forecasts, projects and analyses, financial information and fee structures, business processes, methods and models, and technical documentation. Confidential Information does not include information that (a) is or becomes publicly available without breach of these Terms by the receiving party; (b) was known to the receiving party prior to its disclosure by the disclosing party; (c) is or was independently developed by the receiving party without the use of any Confidential Information of the

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disclosing party; or (d) is or was lawfully received by the receiving party from a third party under no obligation of confidentiality.

c. **Protection of Confidential Information**. Except as otherwise expressly permitted under these Terms, with the express prior written consent of the disclosing party, or as required by law, the receiving party will not disclose, transmit, or otherwise disseminate to a third party any Confidential Information of the disclosing party. The receiving party will use the same care and discretion with respect to the Confidential Information received from the disclosing party as it uses with its own similar information, but in no event less than a reasonable degree of care. The receiving party may disclose the disclosing party's Confidential Information to its employees, affiliates, consultants, subcontractors, agents, or advisors ("Representatives") who have a strict need to access the Confidential Information for the purpose of performing under these Terms and only to those who are obligated to maintain the confidentiality of such Confidential Information upon terms at least as protective as those contained in these Terms. Either party may disclose these Terms to potential parties to a bona fide fundraising, acquisition, or similar transaction solely for purposes of the proposed transaction, provided that any such potential party is subject to written non-disclosure obligations and limitations on use no less protective than those set forth herein.

d. **Compelled Disclosure**. The receiving party may access and disclose Confidential Information of the disclosing party if legally required to do so in connection with any legal or regulatory proceeding; provided, however, that in such event the receiving party will, if lawfully permitted to do so, notify the disclosing party within a reasonable time prior to such access or disclosure so as to allow the disclosing party an opportunity to seek appropriate protective measures. If the receiving party is compelled by law to access or disclose the disclosing party's Confidential Information as part of a civil proceeding to which the disclosing party is a party, the disclosing party will reimburse the receiving party for the reasonable costs of compiling and providing secure access to such Confidential Information. Receiving party will furnish only that portion of the Confidential Information that is legally required to be disclosed, and any Confidential Information so disclosed shall maintain

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its confidentiality protection for all purposes other than such legally compelled disclosure.

12. INDEMNIFICATION.

a. Indemnity.

i. To the fullest extent permitted by applicable law, You will defend, indemnify and hold harmless the Foundation and our respective past, present, and future employees, founders of the Aventus Network, officers, directors, auditors, contractors, consultants, equity holders, suppliers, vendors, service providers, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns and any associated entities or individuals (the "**Foundation Parties**") from any and all damages or injuries whatsoever caused by or related to the use of, or the inability to use, the Aventus Network or AVT under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence), and that developers, auditors, contractors, and founders of the Aventus Network and AVT shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill, or data, in any way whatsoever arising out of the use of, or the inability to use the Aventus Network or AVT and that arise from or relate to: (i) Your use of the Aventus Node Software; (ii) Your participation in the Aventus Network hereunder; or (iv) Your breach of any of these Terms.

ii. The Aventus Staker further specifically acknowledges that developers, auditors, contractors, and founders of the AVT and the Aventus Network are not liable, and the Aventus Node Operator agrees not to seek to hold them liable, for the conduct of third parties, including other creators or users of AVT, and that the risk of receiving, holding, staking, and using the Aventus Network and AVT rests entirely with the Aventus Staker.

iii. By using the Aventus Network and/or by receiving, staking, holding or using AVT, and to the extent permitted by law, the Aventus Staker Agrees not to hold any third party (including developers, auditors,

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contractors, or founders) liable for any regulatory implications or liability associated with or arising from using the Aventus Network and/or the creation, ownership, or use of AVT or any other action or transaction related to the Aventus Protocol or AVT.

iv. By accepting these Terms, the Aventus Staker agrees to defend, indemnify, and hold harmless each of the Foundation Entities, from and against any claim, damage, loss, liability, cost, and expense (including reasonable legal fees) arising out of or relating to any third-party claim concerning these or the Aventus Staker's use of the Aventus Network and/or AVT that is contrary to these Terms.

b. Procedures. The Foundation reserves the right to exercise sole control over the defence of any claim subject to indemnification under Clause 12(a) above, at Your expense. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in any terms or written agreement between You and the Foundation.

13. DISCLAIMER AND LIMITATION OF LIABILITY.

a. DISCLAIMER. THE AVENTUS NODE SOFTWARE, INCLUDING WITHOUT LIMITATION THIRD-PARTY CODE, THE AVENTUS STAKER SERVICES, THE AVENTUS NETWORK AND THE DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE FOUNDATION DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE FOUNDATION MAKES NO WARRANTY THAT THE AVENTUS NODE SOFTWARE, AVENTUS STAKER SERVICES, AVENTUS NETWORK OR DOCUMENTATION WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, VIRUS FREE, OR FREE OF MALICIOUS CODE OR HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED. YOU ACKNOWLEDGE AND AGREE THAT THE FOUNDATION HAS NO INDEMNITY, SUPPORT, SERVICE LEVEL, OR OTHER OBLIGATIONS HEREUNDER.

b. LIMITATION OF LIABILITY. THE FOUNDATION SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS,

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REVENUE, DATA, OR DATA USE, OR DAMAGE TO BUSINESS) HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION EVEN PREVIOUSLY ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE, AND IN NO EVENT WILL THE FOUNDATION'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THESE TERMS EXCEED GBP 25.00.

14. GOVERNING LAW; INFORMATION DISPUTE RESOLUTION; ARBITRATION.

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE FOUNDATION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

a. Governing Law; Venue. These Terms and any disputes arising under it will be governed by the laws of the Island of Jersey, and each party consents to the jurisdiction of the Courts of the Island of Jersey.

b. Informal Dispute Resolution; Arbitration. The parties agree that most disputes can be resolved without resort to litigation. The parties agree to use their best efforts to settle any dispute directly through consultation with each other before initiating a lawsuit or arbitration. If, after good faith negotiations the parties are unable to resolve the dispute, the parties agree that any and all disputes arising out of or in any way relating to these Terms, including without limitation its existence, validity or termination, shall be resolved according to the laws of the island of Jersey and exclusively by binding arbitration of an independent arbiter to be appointed by the Foundation.

c. The place of the arbitration will be the offices of JTC PLC currently situated at JTC House, 28 Esplanade, St Helier, Jersey, Channel Islands, JE4 2QP, unless otherwise agreed upon by the parties. The arbitration will be conducted in English. The arbitrator shall provide detailed written findings of fact and conclusions of law in support of any award. Judgement upon any such award may be enforced in any court of competent jurisdiction. The parties further agree that the arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis.

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If any court or arbitrator determines that the class action waiver set forth herein is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the portions of this Clause mandating arbitration shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes. Notwithstanding the foregoing, either party shall be entitled to seek injunctive relief and to stop unauthorized use of the Aventus Node Software or infringement of Intellectual Property Rights. Disputes, claims, or controversies concerning either party's Intellectual Property Rights or claims of piracy or unauthorized use of the Aventus Node Software or Aventus Node Operator Service shall not be subject to arbitration. The parties further agree that the prevailing party in any action or proceeding to enforce any right or provisions under these Terms, including any arbitration or court proceedings, will be entitled to recover its reasonable costs and attorneys' fees.

15. EXPORT COMPLIANCE.

The Aventus Node Software may be subject to export laws and regulations of certain jurisdictions. Aventus Staker represents that it is not named on any governmental denied-party list. Aventus Staker shall not access or use the Aventus Node Software or provide the Aventus Staker Service in a jurisdiction-embargoed or any sanctioned country or region or in violation of any jurisdiction export law or regulation. Aventus Staker shall not use the Service to export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the jurisdiction in connection with these Terms without first complying with all export control laws and regulations that may be imposed by the jurisdiction Government and any country or organization of nations within whose jurisdiction Aventus Node Operator operates or does business.

16. USE OF AVENTUS NODE SOFTWARE IN YOUR JURISDICTION.

Except as explicitly set forth herein, the Foundation makes no representations that the Aventus Staker Service is appropriate for use in any jurisdictions. Aventus Stakers engaging with the Aventus Network from any jurisdictions do so at their own risk and are responsible for compliance with local laws.

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17. GENERAL

a. Entire Agreement; Severability; Waiver. These Terms set out the complete and final agreement of the parties concerning the subject matter hereof, and supersedes, replaces all prior agreements, written and oral, between them concerning the subject matter hereof. If a term of these Terms to be invalid or unenforceable, the remaining provisions will continue in full force and effect. A party's consent to, or waiver of, enforcement of these Terms on one occasion will not be deemed a waiver of any other provision or such provision on any other occasion.

b. Amendment. The Foundation reserves the right to amend these Terms from time to time in its sole discretion including to update the content, and functionality of the Aventus Staking Services from time to time.

If the Foundation makes material changes to these Terms, we will provide notice of such changes by posting the revised Terms and updating the version number and version date of these Terms on: https://www.aventus.io/documentation/.

c. Independent Contractors. The parties are independent. No agency, partnership, franchise, joint venture, or employment relationship is intended or created by these Terms. Neither party has the power or authority to create or assume any obligation, or make any representations or warranties, on behalf of the other party.

d. Notices. Notices to the Foundation made under these Terms shall be made by email to dpo@aventus.io AND in writing and delivered by certified, prepaid, mail or nationally-recognized overnight courier service to the Foundation at JTC House, 28 Esplanade, St Helier, Jersey JE4 2QP, attention Legal Department. You agree to receive electronically all communications, agreements, terms, documents, notices, and disclosures that we provide in connection with the Aventus Staker Service ("**Communications**"). We may provide Communications in a variety of ways, including by e-mail, text, in-app notifications, or by posting them on the website or through the Service. You agree that all Communications that we provide to You electronically satisfy any legal requirement that such communications be in writing.

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Any communications in the event that Your Secured Passwords are compromised must be emailed to security@aventus.io. Any information regarding the Staking Programme can be sent to stakerinfo@aventus.io.

e. Survival. The following clauses will survive the expiration or termination of these Terms: all defined terms and Clause **1. Definitions, 5. Representations & Warranties, 7. Aventus Node Fees, 8. Term & Termination, 9. Ownership, 10. Confidentiality, 11. Indemnification, 12. Disclaimer and Limitation of Liability, 13. Governing Law; Information Dispute Resolution; Arbitration, and 16. General.**

f. Miscellaneous. The failure of the Foundation to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. You shall not assign all or any portion of these Terms. Any assignment in violation hereof shall be null and void. These Terms shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. These Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. Headings used herein are for convenience only and are not intended, nor shall they be used, as an aid to interpretation.

THE AVENTUS PROTOCOL FOUNDATION

Staker Terms & Conditions Version 3; 1st June 2022

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