

Digital Assets Staking Services Terms and Conditions Everlasting Nominees Limited

(last updated 24 April 2023)

1. General

- 1.1 The terms and conditions set out in this document (**Staking Terms**) form a contract between Everlasting Nominees Limited (company number 8443461) (**Everlasting, we, our or us**), the person to whom Everlasting is providing the Staking Services (as defined below) (**Client, you, your**, which shall for the purposes of these Staking Terms include your successors and permitted assigns) and any other party to the Letter of Engagement, which may include (in relation to our *Estate* product) your Digital Executor (**Counterparty**).
- 1.2 The Client is the owner and controller of certain Digital Assets. The Client is considering engaging or has engaged Everlasting to provide certain Staking Services on behalf of the Client in relation to Client's Digital Assets, and Everlasting wishes to provide such services, in accordance with the provisions of these Staking Terms.
- 1.3 The Client's and any Counterparty's use or continued use of the Staking Services provided by us under these Staking Terms (whether by signing a Letter of Engagement or otherwise) shall constitute its acceptance of and agreement to be bound by these Staking Terms.
- 1.4 Investments may increase or decrease in value. Neither we nor any of the Staking Participants, nor our respective officers, employees or contractors guarantee that any performance or returns or repayment of capital will be achieved from your Staked Assets.
- 1.5 We will notify you of any amendments to these Staking Terms by giving you a minimum of thirty (30) days' notice by email to the email address that you provided to us as part of your account registration, or a notification via SMS or other messaging service, or by presenting the revised Staking Terms to you when you log into any Services. The updated Staking Terms will become effective on the date specified in the notice or in the revised Staking Terms, unless you accept them earlier online or offline. Any continued use by you of any of the Services will indicate your acceptance of the amendment.

2. Interpretation

2.1 Definitions:

In these Staking Terms, initially capitalised terms shall have the meanings given to them in the Terms or Estate Terms unless otherwise defined below:

Commencement Date means either (a) the date specified in the Letter of Engagement or (b) if no such date is specified, the date on which we first commence providing Staking Services to you or (c) such other date as the parties may agree in writing.

Confidential Information has the meaning given to it in the Estate Terms.

Estate Terms means Everlasting's Estate Terms and Conditions as in force from time to time.

Fee has the meaning given to it in the Terms and includes any fee(s) stated in the Letter of Engagement and/or the Fee Schedule relating to the Staking Services (and **Fees** shall be construed accordingly).

Losses means any costs, loss (whether direct or indirect) of profits, business, opportunity or anticipated savings; or any indirect or consequential loss howsoever suffered by you or any third party.

Nodes means a copy of the distributed ledger which serves as a communication point that executes various essential blockchain network functions, such as creating, receiving, or sending information and validating transactions within a blockchain supported by server hardware and software.

Staked Assets means any and all of your Digital Assets held in the Staking Service.

Staking Participants means any person we may from time to time appoint to assist with the Staking Service including by the provision of access to Nodes.

Staking Rewards means any Digital Asset due under the protocols for the relevant blockchain as a result of your use of the Staking Service, including block rewards, endorser rewards, and transaction fees, to the extent that they are derived from your Digital Assets staked on the Nodes which are accessed pursuant to this Staking Service.

Staking Service means a non-custodial validator management service pursuant to which we will assist you in the staking of your Digital Assets with the intention of you earning Staking Rewards in accordance with your Authorised Instructions.

Terms means Everlasting's general terms and conditions in force from time to time (these Staking Terms being "Staking Terms" as defined in and for the purposes of the Terms).

Wallet means each multisignature wallet created or to be created by Everlasting for your Digital Assets.

2.2 **Interpretation:** The interpretation provisions of clause 2.2 of the Terms shall apply to these Staking Terms.

3. Service and Delegation

3.1 **Service:** As part of the Staking Service we (or our delegates):

- (a) will deal with and maintain your Staked Assets in accordance with these Staking Terms, the Terms, the Estate Terms (as applicable) and the Letter of Engagement;
- (b) will appoint a Staking Participant on your behalf who will provide blockchain infrastructure to secure, operate, and monitor the Nodes to enable you to validate transactions on the blockchain environment based on proof of stake mechanism and to receive the Staking Rewards in respect of the validated blockchain transactions;
- (c) will make payments of fees by you to any party, including us and the Staking Participant, as authorised under these Staking Terms and the Letter of Engagement; and
- (d) will deal directly with the Staking Participants on your behalf on all matters relevant to your Staked Assets.

3.2 **Power to Delegate:** You agree that we have full power to delegate to any person all or any of our powers, authorities or discretions under these Staking Terms. Any delegation under this clause will not release us from our obligations under these Staking Terms. You agree that we may at any time revoke any delegation, without providing you with notice of any such revocation.

- 3.3 **Staked Assets:** We will assist you with the staking of your Staked Assets on the basis of your Authorised Instructions.

4. Authorities and Acknowledgements

4.1 Authority: You authorise us:

- (a) to make any enquiries that we consider may be necessary to confirm that you are the owner of the relevant Digital Assets and to share all such information with any Staking Participant, including where required under any KYC/AML requirements;
- (b) in conjunction with any Staking Participant, to cause your Digital Assets to be locked within a Wallet for the purposes of validating transactions on a blockchain and earning Staking Rewards in accordance with, and subject to, the terms of the relevant blockchain protocol;
- (c) to manage and administer the Staked Assets according to the procedures determined by us (including by delegation to a Staking Participant). This includes acting as we may consider necessary or desirable to give effect to these Staking Terms and any Authorised Instructions given by you;
- (d) to take action in your name and at your cost against any Staking Participant in respect of any of your Digital Assets held through the Staking Service; and
- (e) to exit your Digital Assets from the relevant blockchain protocol and the Staking Service, and cause the net proceeds to be paid to your Wallet (less any fees).

4.2 Authorised Instructions

- (a) In addition to any provisions relating to Authorised Instructions contained in clause 11 of the Terms, Everlasting or (where applicable) any relevant Counterparty will only act in relation to your Digital Assets upon receipt of Authorised Instructions from you or from your Authorised Representative(s) that are received and verified by Everlasting or such Counterparty (as applicable) in accordance with their own respective internal procedures and these Staking Terms.
- (b) You acknowledge and agree that (without further authority or enquiry):
 - (i) we may rely absolutely on any Authorised Instruction given:
 - (A) in writing;
 - (B) by telephone (whether or not confirmed in writing by you and you acknowledge that we may record such Authorised Instructions by any means we deem fit and any such recording will be conclusive proof of the Authorised Instructions in the absence of manifest error);
 - (C) by email; or
 - (D) in such other manner as we may from time to time agree.
 - (ii) in addition to any provisions relating to Authorised Instructions contained in clause 11 of the Terms we will not be liable for any Losses incurred as a result of acting on any instruction which appears to our reasonable satisfaction to have been signed,

endorsed, made or given by you or an Authorised Representative for your Staked Assets;

- (iii) we may choose not to act on the instruction (or may delay acting on the instruction) where in our reasonable view:
- (A) the instruction is either incomplete, ambiguous or unclear, may not be genuine or may otherwise not meet the requirements of an Authorised Instruction;
 - (B) the instruction requires us to take action which will or may breach any relevant law or any other industry code or rules to which we are subject or which conflicts with these Staking Terms or any terms and conditions applicable to any Staking Participant;
 - (C) the instruction concerns Digital Assets which we are not able to access through the Staking Service (for example, due to systems constraints);
 - (D) we reasonably determine that you are, or may be, in breach of these Staking Terms;
 - (E) you do not hold sufficient Digital Assets through the Staking Service to enable us to give effect to the instruction;
 - (F) you have not provided us with any information or documentation, including any indemnity, required by us as a condition of acting on the instruction;
 - (G) we are prevented from acting on the instruction due to circumstances beyond our control; and
 - (H) except to the extent required by any relevant law, we will not be liable for any Losses incurred by you by reason of us not acting, or any delays in us acting, on instructions in any of the circumstances described above.

4.3 Nodes and Staking Participants: In order to provide services under these Staking Terms we are reliant upon the services of Staking Participants and third-party Nodes and public blockchains. You acknowledge and agree that:

- (a) neither we nor our directors or officers or contractors have any responsibility for the operation of the Nodes or blockchains;
- (b) you will be bound by the rules and protocols of the relevant blockchain and by decisions of those that control such rules and protocols; and
- (c) you will be subject to the terms and conditions imposed by any relevant Staking Participant, including any modifications to such terms and conditions from time to time.

4.4 Taxation:

You acknowledge and agree that:

- (a) the Staking Service is not a unit trust or other form of collective investment vehicle and that, accordingly, the tax consequences of having investments held through the Staking Service on your behalf are your sole responsibility and this includes responsibility for including any taxable income in your tax returns;

- (b) we may, if required by a relevant law of a jurisdiction, deduct withholding tax from any payments received on your behalf and account to a taxation authority for any amount so deducted;
- (c) if, at any time, goods and services tax (GST) is payable on any services provided under these Staking Terms, the amount of GST imposed will be payable in addition to any fees payable in accordance with the Terms, unless those fees are expressly stated by us to include GST;
- (d) we have not made any representation as to the tax status of gains or losses on any Digital Assets held through the Staking Service or as to the deductibility for taxation purposes of any fees payable under these Staking Terms;
- (e) we have advised you to take independent tax advice in respect of your use of the Staking Service. You acknowledge and agree that we may disclose information about you, including Digital Assets held by you as may be necessary or desirable for the purposes of these Staking Terms; and
- (f) you must notify us if your tax status changes in New Zealand or, if relevant, in any overseas jurisdiction.

5. Reporting

5.1 **Access:** You may access information about your Staked Assets either:

- (a) by direct access through online third party reporting tools that are linked to the relevant blockchain protocol; or
- (b) any other reporting tool we introduce from time to time.

6. Term and termination

6.1 **Term:** The term of these Staking Terms shall commence on the Commencement Date and shall terminate when terminated pursuant to this clause 6.

6.2 **Termination for default:** To the maximum extent permitted by applicable law, Everlasting may suspend or terminate your access to the Staking Services with immediate effect based upon (i) a material or persistent breach by you of these Staking Terms, which breach is either incapable of remedy or (if capable of remedy) has not been remedied within a reasonable time after our notice to you specifying the default and requiring it to be remedied, or (ii) if any Wallet associated with you is engaged in any activity which appears to us might be in violation of applicable laws.

6.3 **Termination at will:** Either Everlasting or the Client may terminate these Staking Terms, in whole or in part, with or without cause, by giving not less than ten (10) Business Days' prior written notice to the other and to the Counterparty (if applicable). The termination date will be ten (10) Business Days following receipt by one party of another's notice to terminate (**Termination Date**), provided that no termination by you without cause may take effect prior to the end of the Minimum Period. If you choose to terminate our engagement and cease using our Staking Services, you must sign an exit signature and broadcast an exit transaction to Ethereum.

6.4 **Effect of termination:** Upon termination of these Staking Terms, Everlasting shall deliver your Digital Assets in accordance with an Authorised Instruction from you or your Authorised Representative (subject to compliance with our legal obligations and to any restrictions or locks or similar contained in the terms of any relevant Staking Participant or blockchain). If by the Termination Date you have not given instructions to us regarding how or where to deliver the

Digital Assets, we will hold the Digital Assets on trust as bare trustee for the Client in accordance with these Staking Terms until otherwise instructed by an Authorised Instruction from your Authorised Representative. Upon such termination, your ability to access and use the Services will be discontinued and your Permissioned Keys for the Wallet(s) will no longer be functional.

- 6.5 **Surviving Terms:** Clauses 1, 2, 6 and 7 inclusive of these Staking Terms and any other clause required to give effect to or interpret these Staking Terms after termination shall survive termination of these Staking Terms. Any such termination shall be without prejudice to any rights that may have accrued to any party up to and including the date of such termination.

7. General provisions

- 7.1 **Notices:** For the purpose of the notice provisions of clause 16.1 of the Terms, the address (including electronic mail address) of the Counterparty shall be as specified in the Letter of Engagement or an Accession Document (as applicable).

- 7.2 **Other general provisions:** The remaining provisions of clause 16 of the Terms shall apply to these Staking Terms.