



## STAKING AGREEMENT

Between:

**LKS FOUNDATION**, with registered office in Pordenone (PN), Via Villanova di Sotto. n. 16/A, (Fiscal Code 91098930935), in the person of its President Mr. Federico Olivo, born on 11/06/1973 in Udine (UD) and resident in Pordenone (PN), Via San Valentino n. 21/A (Fiscal Code LVOFRC73H11L483U)

Hereinafter, also referred to as the "**Foundation**"

\_\_\_\_\_, born \_\_\_\_\_ and \_\_\_\_\_ in \_\_\_\_\_ (\_\_\_\_\_) on \_\_\_\_\_ and resident in \_\_\_\_\_ (\_\_\_\_), Via \_\_\_\_\_ n. \_\_\_\_, (Fiscal Code \_\_\_\_\_)

Hereinafter referred to as the "**Holder**"

Hereinafter jointly referred to as the "**Parties**"

### PROVIDED THAT:

- a)** The Foundation aims at promoting and spreading scientific, technical and economic culture, with particular regard to the internet applications in social, economic and cultural life, knowledge of house sharing, distributed ledger technologies (DLT), virtual currencies, tokenization and online crowdfunding, as well as their applications to cultural, economic and social projects, with civic, solidarity and social utility purposes;
- b)** The Foundation promoted a token sale of LKSCOIN on the Eidoocrowd platform, which ended on 30 June 2020. LKSCOIN is a payment token and therefore it cannot be associated with any financial instrument, financial product or financial investment;
- c)** The Foundation has an interest in promoting the adoption and use of the LKSCOIN cryptocurrency in all compatible environments, both online and offline, also ensuring the functionality and efficiency of the proof-of-stake based blockchain;
- d)** In order to guarantee such an efficiency and functionality, the Foundation intends to promote staking services of LKSCOIN in ERC-20 format, LKSCOIN in X11 format and MASTERNODES;
- e)** The Holder is interested in the above-mentioned staking services offered by the Foundation and intends to agree with them by signing this agreement.

Based on the above-mentioned assumptions, the Parties agree and stipulate the following terms and conditions.

### Art. 1 - Introduction and annexes

1. The introduction and the annexes form an integral and substantial part of this agreement (the "**Agreement**") and shall be understood as fully transcribed herein.
2. The clauses contained in the Agreement and in the annexes constitute the entire agreement between the Parties and replace any previous oral or written agreement between them with regard to the same subject.
3. No amendments shall be made to the Agreement or the annexes without a written agreement between the Parties.



## **Art. 2 - Subject**

1. The Agreement concerns the LKSCOIN staking service, offered by the Foundation to the LKSCOIN holders identified in Art. 3 (General Conditions).

## **Art. 3 - General conditions**

1. The staking service provided by the Agreement is exclusively addressed to the following categories of LKSCOIN:

- a) LKSCOIN in ERC-20 format, hereinafter referred to as “**LKSCOIN ERC-20**”;
- b) LKSCOIN in X11 format, hereinafter referred to as “**LKSCOIN X11**”;
- c) Active LKSCOIN masternodes, hereinafter referred to as “**MASTERNODES**”.

2. Articles 4, 5 and 6 of the Agreement provide for specific conditions with regard to each of the above-mentioned categories of LKSCOIN, to which the Holder shall refer in order to have knowledge of the terms and conditions applicable to the staking service to which he/she intends to join, based on the category/categories of LKSCOIN he/she intends to stake.

## **Art. 4 - LKSCOIN ERC-20 staking conditions**

1. In order to join the staking service provided by the Agreement, the LKSCOIN ERC-20 Holder shall send the LKSCOIN ERC-20 he/she intends to stake to the swap platform on the website [www.lkschain.io](http://www.lkschain.io) to convert the LKSCOIN ERC-20 into LKSCOIN X11.

2. Once the conversion of the LKSCOIN ERC-20 into LKSCOIN X11 has been regularly carried out, the Holder shall transfer the LKSCOIN X11 so obtained to the wallet of the Foundation provided for the staking service, by sending them to the following address: **[INSERT STAKING ADDRESS]**.

3. The transfer of LKSCOIN X11 referred to in Article 4.2. shall be carried out by means of the wallet that the Holder has to expressly indicate in Annex I to the Agreement.

4. The Foundation shall be liable towards the Holder, within the limits indicated in Article 7 below, for the possession of the private keys of the wallet to which the LKSCOIN X11 are transferred by the Holder.

5. The minimum amount of LKSCOIN X11 that can be the subject of the staking service offered by the Foundation is 200,000 LKSCOIN X11. If the Holder joins the staking service by transferring an amount of LKSCOIN X11 lower than such an amount, the Holder shall not be entitled to any reward.

6. The Holder can choose between two staking periods: 12 months or 24 months. The Holder must indicate the chosen option at the signing of the Agreement.

7. The Holder can under no circumstances transfer or request to receive back the LKSCOIN X11 amount subject of the staking service before the end of the staking period chosen and indicated by the Holder when signing the Agreement. Hence, the Parties acknowledge that the staked LKSCOIN X11 amount shall remain entirely blocked for the entire staking period indicated by the Holder at the signing of the Agreement.

8. At the end of the staking period chosen and indicated at the signing of the Agreement, the Holder shall gain the right to reclaim the LKSCOIN X11 amount staked, as well as the right to receive the payment of the reward in LKSCOIN X11 according to the percentage indicated in bold in the following table. This percentage shall be calculated on the quantity of staked LKSCOIN X11 indicated at the signing of the Agreement:



	AMOUNT	STAKING PERIOD	
		12 months	24 months
LKSCOIN X11 converted from LKSCOIN ERC-20	from 200.000 to 299.000	<b>10%</b>	
	300.000 and more	<b>10%</b>	<b>25%</b>

9. The returning of the LKSCOIN X11 amount staked and the payment of the reward gained in LKSCOIN X11 shall be performed in favor of the Holder by sending the total amount to the wallet address indicated in Annex I to this Agreement.

10. In the event that the Holder intends to add a certain LKSCOIN X11 amount to the amount he/she has previously staked according to this Agreement, the Holder shall enter into a new staking agreement. In this instance, the minimum amount of staked LKSCOIN X11 shall be deemed as already achieved by the Holder when signing the former Agreement, so that the Holder shall be entitled to stake additional quantities of LKSCOIN X11 lower than 200,000 LKSCOIN X11.

**Art. 5 - LKSCOIN X11 staking conditions**

1. In order to join the staking service provided by the Agreement, the LKSCOIN X11 Holder shall transfer the LKSCOIN X11 amount to the wallet of the Foundation provided for the staking service, by sending it to the following address *[INSERT STAKING ADDRESS]*.

2. The transfer of LKSCOIN X11 referred to in Article 5.1. shall be carried out by means of the wallet that the Holder has to expressly indicate in Annex I to this Agreement.

3. The Foundation shall be liable towards the Holder, within the limits indicated in Article 7 below, for the possession of the private keys of the wallet to which the LKSCOIN X11 are transferred by the Holder.

4. The minimum amount of LKSCOIN X11 that can be the subject of the staking service offered by the Foundation is 200,000 LKSCOIN X11. If the Holder joins the staking service by transferring an amount of LKSCOIN X11 lower than such an amount, the Holder shall not be entitled to any reward.

5. The Holder can choose between two staking periods: 12 months or 24 months. The Holder must indicate the chosen option at the signing of the Agreement.

6. The Holder can under no circumstances transfer or request to receive back the LKSCOIN X11 amount subject of the staking service before the end of the staking period chosen and indicated by the Holder when signing the Agreement. Hence, the Parties acknowledge that the staked LKSCOIN X11 amount shall remain entirely blocked for the entire staking period indicated by the Holder at the signing of the Agreement.

7. At the end of the staking period chosen and indicated at the signing of the Agreement, the Holder shall gain the right to reclaim the amount of LKSCOIN X11 staked, as well as the right to receive the payment of the reward in LKSCOIN X11 according to the percentage indicated in bold in the following table. This percentage shall be calculated on the quantity of staked LKSCOIN X11 indicated at the signing of the Agreement:



		STAKING PERIOD	
AMOUNT		12 months	24 months
LKSCoin X11	from 200.000 to 299.000	<b>10%</b>	
	300.000 and more	<b>10%</b>	<b>25%</b>

8. The returning of the LKSCoin X11 amount staked and the payment of the reward gained in LKSCoin X11 shall be performed in favor of the Holder by sending the total amount to the wallet address indicated in Annex I to this Agreement.

9. In the event that the Holder intends to add a certain LKSCoin X11 amount to the amount he/she has previously staked according to this Agreement, the Holder shall enter into a new staking agreement. In this instance, the minimum amount of staked LKSCoin X11 shall be deemed as already achieved by the Holder when signing the former Agreement, so that the Holder shall be entitled to stake additional quantities of LKSCoin X11 lower than 200,000 LKSCoin X11.

**Art. 6 - MASTERNODES staking conditions**

1. In order to join the staking service provided by the Agreement, the MASTERNODE Holder shall send an email to the address [admin@lksfoundation.org](mailto:admin@lksfoundation.org) communicating the public key of the MASTERNODES that he/she intends to stake and therefore lock for the period of time indicated by the Holder when signing the Agreement.

2. By communicating the public key of the MASTERNODES, the Holder of the MASTERNODES authorizes the Foundation to verify the validation activity carried out by the MASTERNODES during the indicated staking period in order to determine the due reward.

3. The minimum quantity of LKSCoin for MASTERNODES that can be subject to the staking service offered by the Foundation is 100,000 LKSCoin. In case the Holder joins the staking service by staking a lower amount of LKSCoin, he/she will not be entitled to any reward.

4. There are three possible foreseen staking periods for MASTERNODES: 6 months, 12 months or 24 months. The MASTERNODE Holder must indicate the option chosen at the signing of the Agreement.

5. By signing the Agreement, the MASTERNODE Holder undertakes not to dispose of the staked MASTERNODE and to maintain it active for the entire staking period.

6. In the event that the MASTERNODE Holder disposes of the staked MASTERNODE during the staking period, the Agreement shall immediately terminate and the Holder shall lose the right to any reward.

7. At the end of the staking period chosen and indicated at the signing of the Agreement, the Holder shall gain the right to receive the reward in LKSCoin X11 according to the percentage indicated in bold in the table below. This percentage will be calculated on the reward independently gained by the MASTERNODES during the staking period:



		STAKING PERIOD		
	AMOUNT	6 months	12 months	24 months
MASTERNODES	100.000	4%	10%	25%

10. The payment of the reward gained in LKSCOIN X11 will be carried out by sending it to the wallet indicated by the Holder in Annex II to the Agreement.

11. In the event that the Holder intends to add a certain amount of MASTERNODES to the MASTERNODES he/she has previously staked pursuant to the Agreement, the MASTERNODE Holder shall enter into a new staking agreement. In this instance, the minimum amount of staked LKSCOIN X11 shall be deemed to be already achieved by the Holder when signing of the former Agreement, so that the Holder shall be entitled to stake additional MASTERNODES lower than 100,000 LKSCOIN X11.

**Art. 7 - Indemnification**

1. By signing the Agreement, the Holder declares, for all legal purposes, to be fully aware of the risks associated with transactions in LKSCOIN.

2. In this regard, the Holder declares to be fully aware, assuming all related risks, of all relevant circumstances including, but not limited to, the following:

- a) that the transactions in LKSCOIN, including the staking service provided by the Agreement, involve potential risks associated with the decentralization and with the lack of regulation and supervision;
- b) that the value of LKSCOIN is subject to change, which can also be unexpected and unpredictable, and is not guaranteed by anyone, so that the Holder accepts and acknowledges that he/she is solely responsible for any losses;
- c) that the transactions in LKSCOIN may not be confirmed for a certain period of time, even a material one;
- d) that the transactions in LKSCOIN are irreversible and can only be reverted with the consent of the person who received the LKSCOIN;
- e) that the transactions in LKSCOIN, including the staking service under the Agreement, can entail a loss of LKSCOIN value, savings, business opportunities, goodwill, as well as losses of LKSCOIN itself, also in connection with any defect in the system used to perform the staking or transfer LKSCOIN.

3. In the light of the above-mentioned assumptions, the Parties agree that the Foundation shall be exempt from any liability, except for the cases of gross negligence or willful misconduct pursuant to and for the purposes of Art. 1229 of the Italian Civil Code, for all cases of damage (pecuniary or non-pecuniary), in all its components, causally connected with the use of the staking services provided by the Agreement and/or deriving from the non-fulfilment of the obligations provided for therein.

Therefore, the liability of the Foundation shall be excluded within the above-mentioned limits, in case of:

- a) loss or inability to access or perform data transactions, cryptocurrency or digital assets;
- b) technical failures or malfunctions;
- c) server failures, hacking, phishing;
- d) losses of data;



- e) thefts;
  - f) incorrect transactions or wrongly typed wallet addresses;
  - g) delays, interruptions or loss of services;
  - h) losses of business or goodwill.
4. The Parties acknowledge that the Foundation shall never be held responsible for gross negligence when the activities of the Foundation have complied with the following best practices:
- a) protection of private keys by means of a triple signature protocol for the access to the staking wallet, the private keys are kept in a safe by the Foundation;
  - b) clear and precise communication of all information relevant to the project of the Foundation. In this regard, the Holder declares to have carefully read and accepted the information contained in the Foundation's website *[INSERT FOUNDATION WEBSITE]* with particular regard to the document called "Yellow paper" (technical characteristics of the LKSCOIN) and to the document called "White paper" (exhaustive description of the entire Foundation project);
  - c) monitoring and constant updating of the market trend of cryptocurrencies, as far as their legal and fiscal aspects are concerned, in order to protect the user from any possible token loss.

#### **Art. 8 - Prohibitions**

1. The Holder declares to use the service exclusively for purposes permitted by the law, by the rules of diligence and by public order, without infringing any rights of third parties and personally assuming any and all liability in this regard.
2. Included but not limited to, the Holder undertakes:
- a) not to use or assist third parties in the use of the services if the conduct may constitute a breach of the law, hinder the operations of the Foundation or other holders;
  - b) not to use the services provided by the Agreement in order to limit his/her financial liability provided by art. 2740 of the Italian Civil Code, by concealing assets which can be subject to enforcement procedures by creditors;
  - c) not to use the services for tax evasion or other illegal activities such as gambling, fraud, money laundering or terrorist activities;
  - d) not to engage, through the service, in acts aimed at violating computer systems or network security or performing acts aimed at damaging the integrity of the resources of others;
  - e) not to create situations of danger and/or instability and/or other problems of technical nature as a result of activities that impact on the quality of the service so as to cause damage to other users, the Foundation and third parties.

#### **Art. 9 - Peculiarity of the Agreement**

1. The Parties acknowledge the particular characteristics of the Agreement and, in order to better clarify its perimeter and effects, expressly agree that:
- a) the Holder does not have, as a result of the subscription, any right to report or control the management or strategic choices of the Foundation in general and with particular regard to the services provided by the Agreement;
  - b) the Holder does not participate in any way in the losses that may arise from the activity carried out by the Foundation, nor in the profits, accruing exclusively a right to obtain the reward provided in the Agreement;



c) in case of impossibility or considerable difficulty in transferring back the staked LKSCOIN X11, which does not derive from gross negligence or willful misconduct of the Foundation, the Foundation shall not be considered liable and obliged to pay the value of the staked LKSCOIN X11 to the Holder.

**Art. 10 - Right of withdrawal**

1. The Parties cannot withdraw from the Agreement, with the sole exception of the right of withdrawal expressly provided by Articles 52 and following of Legislative Decree no. 206 of 6 September 2005 (the "**Consumer Code**"), which is provided for holders who have the status of consumers according to the Consumer Code.

2. The information relevant to the right of withdrawal provided for by Articles 52 and according to the Consumer Code and the withdrawal form are contained in Annex III to the Agreement.

**Art. 11 - Personal data**

1. Pursuant to and for the purposes of Regulation (EU) 2016/679, by signing the Agreement, the Holder gives his/her consent to the processing of his/her personal data provided for the purposes indicated in the information drafted pursuant to Art. 13 of Regulation (EU) 2016/679 and available at <https://www.lkschain.io/privacy.html>.

**Art. 12 - Applicable law and dispute resolution**

1. This Agreement is governed by Italian law.

2. For all disputes that may arise regarding the interpretation or execution of the obligations arising from the Agreement, the place of jurisdiction is the Court of Pordenone.

Annexes:

- I) Indication of LKSCOIN X11 wallet;
- II) Indication of MASTERNODE wallet;
- III) Information on the right of withdrawal and related form.

Date: \_\_\_\_\_

**The Foundation**

\_\_\_\_\_

**The Holder**

\_\_\_\_\_



**SIGNING PURSUANT TO ARTICLES 1341 AND 1342 OF THE ITALIAN CIVIL CODE**

1. Pursuant to Articles 1341 and 1342 of the Italian Civil Code and 33 and following of the Consumer Code, where applicable, The Holder declares to know, accept and specifically approve Articles 4, 5, 6, 7, 8, 9 and 12 of the Agreement.
2. The Parties acknowledge that the clauses of the Agreement shall be deemed to be waived if and to the extent that they are incompatible, in the specific case, with the mandatory provisions of law, including articles 49 et seq. of Legislative Decree 206/2005, where applicable.
3. The Parties acknowledge that the unfairness of a clause shall in any case be assessed taking into account the nature of the goods and services provided in the Agreement and referring to the circumstances existing at the time of its signing and the other clauses of the Agreement.

Date: \_\_\_\_\_

**The Foundation**

\_\_\_\_\_

**The Holder**

\_\_\_\_\_





**ANNEX I**  
**INDICATION OF LKSCOIN X11 WALLET**

Pursuant to Articles 4.3, 4.9, 5.2 e 5.8 of the Agreement, the Holder declares to use the following wallet for the purpose of transferring his/her LKSCOIN X11 to the staking wallet of the Foundation and that at the same wallet he/she intends to receive the reward eventually gained.

***[TO BE FILLED IN WITH USEFUL INFORMATION]***

---



**ANNEX II  
INDICATION OF MASTERNODES WALLET**

Pursuant to Art. 6.10 of the Agreement, the Holder declares that he/she intends to receive the reward eventually gained with regard to the staked MASTERNODES, at the following wallet:

***[TO BE FILLED IN WITH USEFUL INFORMATION]***

---



**ANNEX III**  
**INFORMATION ON THE RIGHT OF WITHDRAWAL AND RELATED FORM**

Information on the right of withdrawal  
pursuant to Art. 49, paragraph 4 of the Consumer Code

**1. Right of withdrawal**

- a) The Holder who has the status of consumer (the "**Consumer Holder**") has the right to withdraw from the Agreement, without giving any reasons, within 14 days from the signing of the Agreement;
- b) In order to exercise the right of withdrawal, the Consumer Holder shall inform the Foundation of his/her decision to withdraw from the Agreement within the above-mentioned term by means of an email to the address [INSERT MAIL ADDRESS]. For this purpose, he may also use the attached standard withdrawal form.

**2. Effects of withdrawal**

If the Consumer Holder withdraws from the Agreement, he/she shall be entitled to the reimbursement of the payments he/she has made to the Foundation without undue delay and in any case within 14 days from the day on which the Foundation was informed of the decision to withdraw from the Agreement. Such reimbursements shall be made using the same means of payment used by the Consumer Holder for the initial transaction, unless otherwise expressly agreed in writing; in any case, the Consumer Holder will not incur any costs as a result of such a reimbursement.

The Foundation provides the following form for the purpose of withdrawal, which shall be completed and sent by the Consumer Holder to the Foundation's email [INSERT MAIL ADDRESS] to withdraw from a distance agreement within 14 days from signing of the Agreement.

**WITHDRAWAL FORM**  
**FOR DISTANCE AGREEMENTS**  
**PURSUANT TO ARTICLE 49, PARAGRAPH 1, LETT. H) OF THE CONSUMER CODE**

Date: \_\_\_\_\_

Sent by e-mail to: \_\_\_\_\_

To:

**FONDAZIONE LKS FOUNDATION**, with registered office in Pordenone (PN), Via Villanova di Sotto. n. 16/A, (C.F. 91098930935), in the person of its President Mr. Federico Olivo, born on 11/06/1973 in Udine (UD) and resident in Pordenone (PN), Via San Valentino n. 21/A (C.F. LVOFRC73H11L483U)

Herewith, I, the undersigned \_\_\_\_\_, born in \_\_\_\_\_ (\_\_\_\_) on \_\_\_\_\_ and resident in \_\_\_\_\_ in \_\_\_\_\_, (Fiscal Code \_\_\_\_\_), by sending this form, communicate to exercise the right of withdrawal provided for in Art. 52 and following of the Consumer Code from the staking Agreement signed on \_\_\_\_\_ and I request the transfer of the staked LKSCoin X11 back to the wallet indicated in Annex I/ I declare to unblock the staked MASTERNODES.

Consumer Holder's Signature