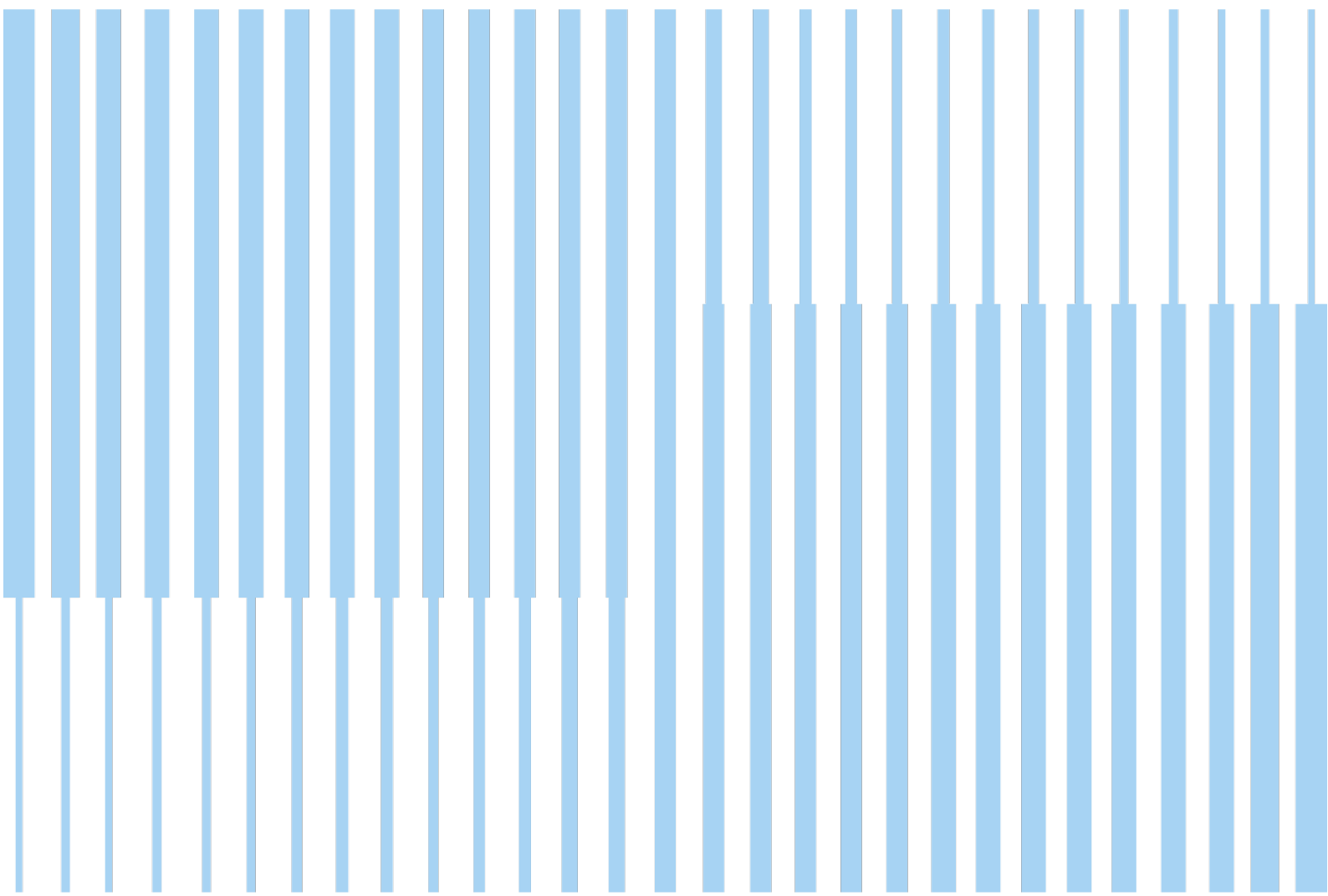


NORTHSTAKE™

TERMS OF SERVICE

2026

Amaliegade 45 st.
DK-1256, Copenhagen,
Denmark
CVR: 42818739
FTID: 10905



TERMS OF SERVICE

FOR NORTHSTAKE ApS

Version 1.6 – January 2026

These terms of service (hereinafter referred to as "Terms" or "Agreement") shall constitute a binding agreement between Northstake ApS, a company incorporated in Denmark, registered at Amaliegade 45, 1256 Copenhagen, Denmark, with company registration number (CVR): 42 81 87 39 (hereinafter referred to as "Northstake", "We", "Us", "Our") and the client ("you" or "Client") and govern each Client's access to, and use of, Northstake's products and services as well as our mobile and web-based application(s), our website(s), any software, programs, documentation, tools, hardware, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) provided to you by Northstake, directly or indirectly, through our mobile application, our website, or any other online services we provide (collectively, the "Services").

In addition, our Privacy Policy is set forth on www.northstake.dk and is incorporated into these Terms in its entirety. We encourage you to read these Terms carefully and use them to make informed decisions.

The Client and Northstake shall collectively be referred to as "Parties" and individually as "Party".

1 RECITALS

1.1

The Client is looking to register a designated user account on the Northstake website or mobile application, allowing a Client to access and use the Services (the "Account").

1.2

The Services are provided solely for use by you, and your use of the Services is expressly conditioned on your consent to, and compliance with these Terms. By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to any of the provisions of these Terms you should immediately stop using the Services.

2 DEFINITIONS

2.1

The following section presents disambiguation of words that are used throughout the Agreement.

2.1.1

"Account" means a designated user account on the Northstake website or mobile application, allowing a Client to access and use the Services.

2.1.2

"Affiliate" means any

(i)

business entity from time to time controlling, controlled by, or under common control with, either party;

(ii)

any private individual who is a party's employee, contractor or that has anyway a contractual business relationship with a party. Parties will, at all times, remain responsible for any violations of these General Terms and Conditions by any of their affiliates.

2.1.3

"Bridging" means the service that enables clients to transfer digital assets from their native blockchain to another blockchain. This process involves locking the digital asset on the originating blockchain and subsequently minting a wrapped version of the digital asset on the destination blockchain.

2.1.4

"Confidential Information" means:

i)

with respect to Northstake, its services, its infrastructure, the nodes, the Aggregate Data, the usage data, the documentation, and any and all source code relating thereto and any other non-public information or material regarding our legal or business affairs, financing, customers, properties, pricing, products, services, or data; and

(ii)

with respect to you, your Nodes, the Customer Materials and any non-public information or material regarding you, your legal or business affairs, financing, employees, customers, properties, or data.

Notwithstanding any of the foregoing, Confidential Information does not include information which: (a) is or becomes public knowledge without any action by, or involvement of, the Party to which the Confidential Information is disclosed (the "Receiving Party"); (b) is documented as being known to the Receiving Party prior to its disclosure by the other Party (the "Disclosing Party"); (c) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; (d) is obtained by the Receiving Party without restrictions on use or disclosure from a third party; or (e) is required to be disclosed by law, regulation, governmental, regulatory authority, or self-regulatory body or legal process.

2.1.5

"Custodial Staking" means access to Northstake's Staking services through transfer of digital assets to a Custodial Wallet.

2.1.6

"Custodial Wallet" means a digital asset wallet in which Northstake retains the private keys and manages digital assets either directly or through utilization of the Technology Platform

2.1.7

"Custody" means holding digital assets owned by a Client.

2.1.8

"Decentralized Exchange", also referred to as "DeX", means a peer-to-peer cryptocurrency exchange which does not rely on an intermediary.

2.1.9

"Depositor" means a client who stakes Supported Tokens using Northstake's Custodial Staking service.

2.1.10

"DFSA", means the Danish Financial Supervisory Authority.

2.1.11

"Harmful Code" means:

(i)

computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of Northstake's services or infrastructure;

(ii)

any associated software, firmware, hardware, computer system, or network, including, without limitation, "trojan horses", "viruses", "Worms", "time bombs", "time locks", "devices", "traps", "access codes", "drop dead" or "trap door" devices;

(iii)

any harmful, malicious, or hidden procedures, routines or mechanisms that would cause Northstake's services or infrastructure or the Supported Tokens to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications, or otherwise interfere with the operations of Northstake's services and infrastructure.

2.1.12

"Liquidity Provider" means a Client that purchases staked digital assets or Nodes from Depositors.

2.1.13

"Node" means an individual database instance on a blockchain network containing a copy of the full ledger of such database,

and capable of validating transactions and blocks of transactions within such network.

2.1.14

"Non-custodial Staking", means access to Northstake's staking services without transferring any digital assets to Northstake as set out in 4.3 (i) and (ii).

2.1.15

"Non-custodial Wallet" means a wallet whose private key is held by the Client.

2.1.16

"Party" means either of Northstake or the Client, as applicable and "Parties" means Northstake and the Client, collectively.

2.1.17

"Representatives" means, with respect to any party, an individual or business entity that acts as agent of such party and has his or her formal authorization to do so. Parties will, at all times, remain responsible for any violations of these General Terms and Conditions by any of its representatives.

2.1.18

"Staking" refers to the act of locking in digital assets to participate in "Proof-of-Stake" consensus in blockchain protocols and potentially receive rewards in exchange for this participation.

2.1.19

"Supported Tokens" refers to Northstake's supported digital assets available from time to time at www.northstake.dk, any mobile and web-based application(s) and website(s) provided to you by Northstake.

2.1.20

"Staking Pool" means a pool of digital assets, owned by multiple token holders, that are staked together on a single node of a blockchain network or protocol that relies on Proof-of-Stake consensus through a delegation mechanism or feature of such network.

2.1.21

"Staking Rewards" refers to the rewards earned by participating in Staking.

2.1.22

"Technology Platform" refers to a third-party suite of applications and technology platform utilized by Northstake to manage digital asset operations.

2.1.23

"Tokenized Staking" means the service provided by Northstake for financial institutions, including but not limited to Exchange-Traded Funds (ETFs), related to staking the digital assets. This service facilitates the liquidation of Supported Tokens staked into liquid Supported Tokens. Tokenized Staking services

support the sale and purchase of Nodes, ensuring liquidity in staking. Tokenized Staking is also known as Validator Marketplace

2.1.24

"Unstaking" means to stop staking digital assets and lose the right to participate to Proof-of-Stake consensus in blockchain protocols.

2.1.25

"Wallet" means an account on a blockchain network that can store and be used to transfer digital assets, accessible through a private key.

2.1.26

"Wrapped Digital Asset" means a digital asset representation of an original digital asset on a different blockchain, mirroring the value and properties of the original digital asset on the native blockchain while enabling cross-chain compatibility.

2.1.27

"Northstake Staking Vault Manager" or "SVM" means a user interface accessed on a Northstake domain or through API or use of a Northstake SDK that allows the client to deposit, stake, withdraw, mint, wrap, burn and consolidate Ether or Liquid Staking Tokens, such as stETH or wstETH on Lido V3.

2.1.28

"Application Programming Interface" or "API" means any associated protocols, tools, routines, documentation, and specifications, that enables software applications to communicate with each other.

2.1.29

"Software Development Kit" or "SDK" means any tools, libraries, code samples, documentation, and related materials, provided to facilitate the development, integration, or use of software applications.

2.1.30

"Liquid Staking Token" or "LST" means a blockchain-based token issued in exchange for staked digital assets, representing a claim on such staked assets and any associated rewards, and which may be transferable or usable in other applications while the underlying assets remain staked.

3 REGULATION AND RISKS

3.1

Northstake is regulated in Denmark and holds a VASP license (FTID 17520) with the DFSA, which allows Northstake to provide digital asset services.

3.2

As with any asset, the value of digital assets can go up or down and there can be a substantial risk that you lose money buying,

selling, holding, or investing in digital assets. You should carefully consider whether trading or holding digital assets is suitable for you considering your financial condition.

3.3

Digital assets are susceptible to pricing bubbles or loss of confidence which could lead to a sharp decline in demand, thus leading to a loss in value. This means you stand to either gain or lose your digital assets at any given moment. Therefore, you understand and accept that losses can and do occur – with the risk of losing your entire investment – when trading or holding digital assets.

3.4

Northstake does not and will not provide any advice regarding your investments or purchases in relation to your transactions. You are responsible for your decisions made through the Account and the Service and Northstake will not make any personal recommendations for your activity, or advise on the buying, selling, or holding of digital assets or performance of certain transactions related to our services; nor will we discuss any tax-related consequences, reveal the composition of accounts, or any other obligations relating to such transactions of trading and holding digital assets. You must use your own careful judgement when deciding to transact with our service, and be completely aware that by doing so, you may incur losses that we are not responsible for.

3.5

Northstake is under no obligation to issue any replacement digital assets in the event that any digital assets, password or private key is lost, stolen, malfunctioning, destroyed or otherwise inaccessible.

3.6

By using your Account, your Custodial Wallet, Non-Custodial Wallet and the Services, you acknowledge and agree that Northstake does not have any control over the underlying software protocols governing the operation of certain digital assets. Northstake is not liable for the operation of these protocols, and does not guarantee the functionality or security of these operations. These protocols are subject to sudden changes, and these changes may materially affect the value, function, availability and name of the digital assets you hold in your Custodial Wallet or Non-custodial Wallet. Changes to the protocol governing certain digital assets are generally referred to as "forks." In the event of any changes to any digital asset protocols, Northstake may take any measures it deems necessary, in its sole discretion, to protect the digital assets available through Northstake's platform. These measures may include temporarily suspending operations for the impacted digital assets. Northstake will use its best efforts to notify you of its response to any material operating changes, but you acknowledge that these changes are outside of Northstake's control and may occur without notice to Northstake. By using your Account, your Custodial Wallet, Non-custodial Wallet and the Services, you acknowledge and accept the risks of operating changes to digital asset protocols, including forks,

and agree Northstake is not responsible for any such changes or any losses you may experience as a result of such changes.

3.7

While Northstake holds a registration with the DFSA for anti-money laundering purposes the Services conducted by Northstake are not covered by a financial services compensation scheme. If you are unclear about anything, it is important that you seek independent advice and are comfortable with the risks that you are taking.

4 SERVICE FEATURES OF STAKING AS-A-SERVICE

4.1

Northstake provides staking-as-a-service, which allows clients to stake Supported Tokens on private and public blockchains via Staking infrastructure to gain rewards through network participation. The specific service utility and warranty by which staking-as-a-service is supplied is as detailed in your Account or order form and will be dependent on the nature of Staking service, i.e., third-party validation services, staking vault manager or custodial staking services.

4.2

Staking allows you to take an active role on the blockchain network and contribute to the validation of transactions, while becoming eligible for rewards.

4.3

Staking as-a-service is a Staking service, where clients can stake digital assets through:

i.

delegation of stake in the Custodial Wallet, Non-custodial Wallet, or decentralized exchange (DeX).

ii.

node operations services or non-custodial staking, where clients can stake digital assets on Nodes connected through independent third-party node operators, Northstake or decentralized protocols.

iii.

Custodial staking, where clients can stake digital assets on nodes through transfer of digital assets to a Custodial Wallet.

The objective is to earn rewards, as token yield, for Clients based on the staked amount.

4.4

By opting-in a portion or your entire balance of Supported Tokens, Northstake shall remit to you the applicable percentage of Staking Rewards received from the Supported Tokens protocol attributable to your staked Supported Tokens as detailed in your Account or order form. The applicable percentage and timing of such remittances will:

(i)

be determined by Northstake in its sole discretion;

(ii)

be subject to Northstake's staking fee;

(iii)

vary by the Supported Token protocol; and

(iv)

be further detailed in your Account or order form.

5 NON-CUSTODIAL STAKING

5.1

Northstake will provide the Client with access to a Non-custodial Staking solution for Staking digital assets through Northstake's Staking solution.

5.2

Non-custodial Staking allows the Client to connect a Non-custodial Wallet to access Northstake's Staking services without transferring any digital assets to Northstake.

5.3

When using Non-custodial Staking the legal rights and beneficial title are never transferred to Northstake.

5.4

The Client is always in possession of the private key and the Client is always in full control of the digital assets, subject to Unstaking periods on Supported Token blockchains.

5.5

We may use the services of one or more third-party service providers or node operators to execute the non-staking service. Subject to applicable law, we shall not be liable for the default or the acts or omissions of any such third-party.

6 CUSTODIAL STAKING

6.1

Northstake may provide the Client with access to a Custody Wallet for holding digital assets, facilitating access to Northstake's Custodial Staking services.

6.2

Digital assets within a Custody Wallet are held with a primary focus on segregation, ensuring each Client's digital assets are distinctly separate from those of others. When utilizing the Technology Platform, digital assets are always segregated, maintaining a clear separation and individualization of each Client's holdings. For certain assets held directly with

Northstake, pooling might occur to facilitate specific services or features. Even in instances where pooling takes place, meticulous efforts are undertaken to individualize and account for each Client's assets distinctly to safeguard their interests.

6.3

In the event of a shortfall of digital assets within a pooled Custody Wallet, Clients will not possess a claim for a specific number of digital assets. Instead, all affected Clients will proportionately share in the shortfall, distributing the impact and recovery efforts equitably among all participants.

6.4

Clients may access Northstake's Custodial Staking services via their Custody Wallet. Through this service, Northstake facilitates the allocation of digital assets to individual and segregated Nodes for Staking. Northstake manages the technical complexities of the staking process, allowing Clients to accrue rewards without direct engagement in the staking activities. It is imperative to note that while assets are staked through Northstake's services, they are meticulously accounted for, maintaining a clear segregation and individualization of assets per Node.

6.5

While Northstake exercises operational control over the digital assets within the Custody Wallet, the beneficial title and ownership of the digital assets remain unequivocally with the Client. Clients bear all risks of loss for such digital assets, and Northstake assumes no liability for fluctuations in digital asset values. Under no circumstances are the digital assets considered the property of Northstake, nor shall they be loaned to Northstake. Northstake strictly refrains from treating or representing assets in the Custody Wallet as its own.

6.6

The Client maintains control over digital assets held within the Custody Wallet. At any time, subject to outages, downtime, and adherence to applicable policies, the Client may withdraw their digital assets by sending it to a different verified blockchain address. As long as the Client continues to custody their digital assets with Northstake, operational control over the private keys associated with the blockchain addresses holding the digital assets will be retained by Northstake.

6.7

Northstake extends its services exclusively for Supported Tokens. Until a particular digital asset is supported by Northstake and added to the Supported Tokens, the Client cannot use the Services in connection with such non-Supported Tokens. This includes, but is not limited to, receiving, requesting, sending, storing, or engaging in any transaction involving any other than the Supported Tokens. Northstake will have no responsibility or liability for losses, burns, or any issues arising from inability to access or control digital assets that are not supported.

6.8

We may use the services of one or more third-party service providers or node operators to execute the custodial staking service. Subject to applicable law, we shall not be liable for the default or the acts or omissions of any such third-party.

7 BUYING AND SELLING OF DIGITAL ASSETS

7.1

Northstake provides the Client with support to execute buy and sell orders of digital assets. We offer reception and transmission of Clients' orders through a manual or semi-automatic process.

7.2

Northstake is not an exchange and does not offer a trading view or marketplace for exchange of digital assets.

7.3

In the case of purchases, we shall have no obligation or liability with respect to any digital assets unless such digital assets have been delivered to us or by us. We shall determine at our sole discretion the number of network transactions we reasonably consider are required to ensure confirmation of deposit of the relevant type of digital assets, which may vary from time to time.

7.4

In the case of execution of sell orders, we shall have no obligation or liability with respect to any issues encountered in any sale or transfer of any digital assets following the initiation in line with your instructions of a sale or other transfer of the relevant digital assets and prior to any settlement of such sale or other transfer in accordance with the Terms, including any failure on the relevant network to confirm any such sale or other transfer.

7.5

All transactions undertaken in relation to your Account will be due for settlement in accordance with market requirements. You undertake to ensure that we receive the relevant digital assets or fiat when due in respect to any transaction which we settle on your behalf. All payments due to us for the purposes of settlement are made without set-off, counterclaim or deduction of any kind.

7.6

We may use the services of one or more third-parties to execute or assist in the execution of transactions on your behalf. Subject to applicable law, we shall not be liable for the default or the acts or omissions of any such third-party.

8 BRIDGING OF DIGITAL ASSETS (MINTING)

8.1

Northstake offers Bridging services designed to facilitate the transfer of digital assets between different blockchains, empowering you to access and utilize your assets across multiple networks while maintaining their value and properties.

8.2

Northstake's Bridging service is exclusively Non-Custodial. You retain full control and ownership of digital assets throughout the entire Bridging process. Northstake will not hold, manage, or control private keys or digital assets at any point during the process.

8.3

To use Northstake's Bridging service, you are required to complete the Know Your Customer (KYC) verification process. This includes providing personal identification information and documentation as specified by Northstake, in compliance with applicable laws and regulations.

8.4

By using Northstake's Bridging service, you agree to transfer your digital assets from the native blockchain to the receiving blockchain, resulting in the minting of a Wrapped Digital Asset.

8.5

You are entitled to receive the value of the deposited tokens on the receiving network, less any applicable fees associated with the Bridging process. These fees may include, but are not limited to, transaction fees, network fees, and service fees charged by Northstake.

8.6

Northstake will make reasonable efforts to provide Clients with accurate and up-to-date information on applicable fees for the Bridging service. However, Clients are responsible for reviewing and understanding the fees associated with the service before initiating a bridging transaction.

9 TOKENIZED STAKING ALSO KNOWN AS VALIDATOR MARKETPLACE

9.1

The Tokenized Staking service introduces liquidity to traditional staking by enabling Depositors to liquidate Supported Tokens staked.

9.2

Northstake will facilitate the sale and purchase of staked digital assets or Nodes between Liquidity Providers and Depositors.

9.3

Upon requesting liquidation, Liquidity Providers have the right to submit bids on staked assets or Nodes when a Depositor requests liquidation. Northstake solicits these bids from Liquidity Providers, ensuring a competitive bidding process. The Depositors is presented with the most competitive bids

obtained from the Liquidity Providers for consideration and the Depositors has a designated time frame to review and either accept or reject a bid.

9.4

Upon acceptance of a bid, the Liquidity Provider must transfer the agreed-upon amount of the relevant Supported Tokens to an escrow wallet or smart contract. Northstake prepares the withdrawal transaction for the Nodes. Northstake prepares the transactions that will ensure digital assets are sent to the Liquidity Provider's designated Wallet address. This may rely on signatures from the Depositor and Liquidity Provider respectively.

9.5

The Depositor must sign the withdrawal transaction, authorizing the transfer of staked assets, liquid staking tokens (LST) or Nodes to the Liquidity Provider's wallet address. Once the withdrawal transaction is signed by the Depositor and verified by Northstake, the assets held in escrow or in smart contract is released and transferred to the Depositor's wallet.

9.6

The settlement process concludes once the withdrawal transaction has been processed, and the Depositor has received the full balance of the Nodes.

9.7

Northstake may rely on a third-party provider to execute the settlement. Subject to applicable law, we shall not be liable for the default or the acts or omissions of any such third-party

9.8

Section 7 shall apply to Tokenized Staking services.

10 OTHER SERVICES

10.1

Northstake may also enable you to view your balances held across different blockchain addresses. We make no representation nor give any warranty concerning the accuracy, timeliness or completeness of these balances or of any other information concerning your balances as we receive this information from the blockchain itself via a third-party provider. You are therefore responsible at all times for verifying any balances held are correct.

10.2

Northstake may, from time to time in its sole discretion, offer to provide optional additional services in connection with its provision of Services. Other services are offered on an opt-in basis to Client that affirmatively access the other services or otherwise specify them in an order form. Northstake will inform Client of optional services offered as well as any additional legal terms and conditions that apply to their use.

11 FEES

11.1

The Client shall pay Northstake a fee for the Services in accordance with the order form or the as stated on the Northstake platform.

11.2

Northstake reserves the right to change the pricing at any time and shall notify the Client of any such changes with thirty (30) days' notice. The Client shall have the option to accept the new pricing or terminate the Agreement in accordance with clause 4.1 of the Agreement.

12 TAX

12.1

The tax treatment of digital asset transactions is your responsibility. The Client is solely responsible for reporting and paying any applicable taxes arising from using the Services and acknowledge that Northstake does not provide investment, legal, or tax advice to you in connection with such participation.

13 DATA PROTECTION

13.1

Northstake is the data controller when handling digital asset transactions and we make certain that we take the appropriate measures to ensure compliance with applicable data protection laws and regulations. The policy applied to processing data is set out in the Privacy Policy on <https://www.northstake.dk/privacy-policy>.

13.2

Northstake may be obliged to disclose Client data to third parties or group companies. This includes all information provided in the compliance process, including but not limited to, name, address, and account number or IBAN to the banks involved, the operators of payment and communications systems. By using the Account and the Service, the Client authorizes Northstake to disclose the necessary data as well as any associated data to third parties and group companies.

14 CONFIDENTIALITY

14.1

Each Party shall keep the other Party's Confidential Information confidential, not disclosing it to third parties unless specifically permitted by this Agreement. Parties will protect each other's Confidential Information with reasonable care and use it solely to fulfill their obligations and exercise their rights under this Agreement. Required disclosures are allowed to Affiliates, employees, advisors who need the information, and third-party

suppliers as necessary, provided they are not competitors. Disclosure is also permitted when required by law or regulatory authorities.

14.2

Confidential Information does not include information already publicly known, independently developed, or received from a third party without confidentiality restrictions.

14.3

The obligations under this clause 15 will continue for 1 year after termination or expiration of this Agreement.

15 TERMINATION

15.1

Unless otherwise stated in the Account or order form, either party can terminate this agreement at any time, for any reason, upon thirty (30) days advance written notice to the other party.

15.2

Northstake may: (a) suspend, restrict, or terminate your access to any or all of the Services, and/or (b) deactivate or cancel your Account if:

(i)

We are required by a facially valid subpoena, court order, or binding order of a government authority;

(ii)

We reasonably suspect you of using your Account in connection with a prohibited use of business;

(iii)

Use of your Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity;

(iv)

Our service partners are unable to support your use;

(v)

You take any action that Northstake deems as circumventing Northstake's controls, including, but not limited to, opening multiple Northstake Accounts.

15.2

Further, Northstake reserves the right to unilaterally block, suspend and/or terminate your use of the Services, either temporarily or permanently:

15.2.1

If we suspect that you have failed to comply with these Terms,

15.2.2

You pose an unacceptable fraud & compliance risk to us, or if you provide any false, incomplete, inaccurate or misleading information.

15.2.3

If Northstake suspends or closes your Account or terminates your use of the Services for any reason, we will provide you with notice of our actions unless a court order or other legal process prohibits Northstake from providing you with such notice. You acknowledge that Northstake's decision to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to Northstake's risk management and security protocols. You agree that Northstake is under no obligation to disclose the details of its risk management and security procedures to you.

15.3

Northstake will not be liable to you for any losses that you incur in connection with closure of our Services or suspension of your account.

15.4

Either party may terminate this Agreement at any time by giving written notice to the other party if the other party is in breach or default of any material provision of this Agreement, and, if curable, fails to cure the breach or default, within ten (10) days after being given written notice, specifying details of the breach or default and requiring the same to be remedied.

15.5

Upon termination, Client shall:

(i)

immediately cease use of the Services;

(ii)

provide a Wallet address to Northstake to where any digital assets staked can be transferred to;

(iii)

transfer and remove all the digital assets deposited or transferred to its Custodial Wallet and ensure that no amounts will be transferred to its account following termination;

(iv)

return to Northstake any and all of Northstake Confidential Information then in its possession Northstake shall not be liable to any amount transferred to Client's Wallet following the termination of the Agreement.

16 LIMITED WARRANTIES

16.1

Each Party warrants that: (a) It has the power and authority, and has taken all corporate action required, to enter into and fully perform this Agreement, and its entry into and performance of this Agreement do not and will not violate any agreement to which it is bound; and (b) it will comply with all applicable laws, rules, regulations, and ordinances in its performance of this Agreement.

16.2

Northstake further warrants that: (a) the Services will perform materially in accordance with the applicable documentation; and (b) the Services and the use of the Services will not introduce any malicious code into Client's systems. In case of failure to the above warranties, Client will immediately notify Northstake of such failure, and Northstake will make commercially reasonable efforts to repair or replace the non-conforming Service.

16.3

Client further represents and warrants and shall ensure that its digital assets activities comply with all applicable laws and regulations, including but not limited to consumer protection, e-money licenses, anti-bribery, anti-corruption, anti-money laundering, terrorist financing or capital markets laws and regulations.

17 LIMITATION OF LIABILITY

17.1

In no event shall Northstake or any of our respective officers, directors or employees or suppliers be liable for any lost profits, diminution in value, or business opportunity, any loss, damage, corruption or breach of data or any other intangible property or any special, incidental, indirect, intangible, or consequential damages, whether based in contract, tort, negligence, or otherwise, arising out of or in connection with authorized or unauthorized use of the Services or the Account, or this Agreement. This means, by way of example only (and without limiting the scope of the preceding sentence), that if you claim that Northstake failed to stake your digital assets, your damages are limited to no more than the value of the digital assets at issue without Staking Rewards, and that you may not recover for lost profits, lost business opportunities, diminution in value or other types of special, incidental, indirect, intangible exemplary, punitive or consequential damages in excess of the value of the digital assets at issue in the transaction.

17.2

Northstake shall not be liable for any loss or damage that may be incurred due to erroneous transmission of digital assets by you or if you provide Northstake with an incorrect Wallet address.

17.3

All software provided by Northstake is provided on an "as is" basis, without warranty of any kind, express or implied, including without limitation, the warranties that the software is free from defects, virus free, able to operate on an

uninterrupted basis, merchantable, fit for a particular purpose or non-infringing

17.4

In no event shall Northstake, or any of our respective officers, directors or employees or suppliers be liable for any lost profits, diminution in value, or business opportunity, any loss, damage, corruption or breach of data, any other intangible property or tangible property or any special, incidental, indirect, intangible, or consequential damages, arising out of or relating to any use or inability to use software provided by Northstake unless the loss suffered arising from Northstake's gross negligence or wilful deceit or fraud.

17.5

The liability of Northstake for any damages shall be limited to the total fees paid to Northstake in the twelve (12) months preceding the event giving rise to the claim, unless otherwise agreed upon by the parties in writing.

17.6

Northstake will not be responsible or liable to you for any loss and take no responsibility for and will not be liable to you for any use of the Account or the Service, including but not limited to any losses, damages or claims arising from:

17.6.1

Client error such as forgotten passwords, incorrectly constructed transactions, mistyped digital asset addresses or wrong digital asset address type or similar;

17.6.2

Server failure or data loss;

17.6.3

Corrupted wallet files;

17.6.4

Unauthorized access to applications;

17.6.5

Any unauthorized third-party activities, including without limitation the use of viruses, phishing or other means of attack against the Northstake website or Northstake's Services.

17.7

The Services may only be used through the Client's account and the Client may delegate access to its account authorized personnel. Client authorizes and appoints the person(s) indicated on the Northstake platform and/or in the order form to exclusively act, in its name and on its behalf, to provide, approve, amend and/or replace Client's configuration (which includes the appointment of the authorized personnel) with respect to the. Any update or modification of Client's configurations and or use of Services by the authorized personnel shall be deemed to be made by the Client. Client

may change the authorized personnel by providing written notice to Northstake.

17.7.1

Once Client create a Northstake account, Client is responsible for the activities performed. Likewise, it is solely Client's responsibility to guard password, and track any activity that occurs with the use of your password and/or in your Account. Client shall notify Northstake immediately if you suspect any security breach, caused by you or other parties. Northstake cannot be held responsible or liable for losses or damages relating to account configurations, or security breaches caused by you.

17.8

Northstake cannot warrant and do not warrant that the content available through our Services is accurate, complete, reliable, current or error-free. We reserve the right to make changes in or to the content, or any part thereof without giving you any notice prior to or after making such changes to the content.

18 MISCELLANEOUS

18.1

Without prejudice and in addition to any general lien, right of set-off or power of sale or another similar right which we may be entitled to exercise, whether by law or otherwise over any of the digital assets held in your Account, you agree that, subject to Applicable Law, all digital assets of any nature held by us or another entity on your behalf or with or through whom transactions on your behalf are conducted shall be held (whether before or after the termination of the Agreement) subject to a continuing security interest (lien) in our favor and in favor of the relevant entity, as applicable, insofar as there remain any outstanding amounts due or liabilities (whether actual or contingent) due from you to us or the other entity, as the case may be.

18.2

If any provision in these Terms is held to be invalid or unenforceable, these Terms, including the remaining provisions, will remain in full force and effect as if such invalid or unenforceable provisions had never been included.

18.3

The failure of Northstake or the Client to exercise any right, power, or remedy provided under these Terms shall not constitute a waiver by either Northstake or the Client of its right to exercise any such or other rights, power, or remedy.

18.4

Force Majeure Events. Northstake shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from any event beyond Northstake's reasonable control, including but not limited to flood,

extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond Northstake's reasonable control.

19 GOVERNING LAW AND DISPUTES

19.1

This Agreement shall be governed by and construed in accordance with the laws of Denmark, excluding its choice of law rules.

19.2

Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity, implementation, or termination thereof, shall be settled by the ordinary courts in Denmark with the district court of Copenhagen as chosen venue.