

FOUNDING SPONSOR STAKING AND NODE AGREEMENT

This Staking Agreement (the “Agreement”) governs the legal relationship between ReserveBlock Foundation (the “Foundation”) and you (the “Founding Sponsor”). The Agreement shall be binding upon each Founding Sponsor as delineated below, upon receipt and acceptance of that Founding Sponsor’s respective Wallet.

By staking Coins to the Foundation, the Founding Sponsor agrees to be bound by the terms of this Agreement. If the Founding Sponsor does not agree to, understand, or cannot comply with, all of the terms of this Agreement, the Founding Sponsor must not stake its Coins to the Foundation. As such, please read this Agreement carefully before staking Coins to the Foundation. **No signature of either Party is required for this Agreement to be legally binding against each Party. This Agreement is legally binding on the receipt and acceptance of the Founding Sponsor’s Wallet.**

BY STAKING COINS WITH ANY OF THE FOUNDATION’S VALIDATION SERVICES AND/OR NODE(S), YOU ARE CONSENTING TO BE BOUND BY, ASSENTING TO THE TERMS AND CONDITIONS OF, MAKING REPRESENTATIONS AND WARRANTIES SET FORTH IN, AND WILL BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF ANY OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE AGREEMENT IS INACCURATE AS APPLIED TO YOU, YOU MUST NOT STAKE COINS WITH, OR OTHERWISE USE, THE FOUNDATION’S VALIDATOR SERVICES OR NODE(S).

RECITALS:

1. The protocol utilized by the Foundation achieves consensus among distributed nodes through its system, which is commonly known as “proof-of-stake;”

2. The Foundation's proof-of-stake system requires the Founding Sponsor's to stake their Coins to participate in the consensus validation process;
3. Through this proof-of-stake system at least one of the Founding Sponsors, through their Node, will validate and sign the next definitive serial transaction record;
4. As a means of incentivizing staking and validation, the proof-of-stake system will grant the Founding Sponsors Wallets containing pre-mined and restricted Coins;
5. The Founding Sponsors will own pre-mined Coins they wishes to stake to the Foundation for the operation of their Nodes on the terms of this Agreement.

FOUNDING SPONSOR WALLETS

Each Founding Sponsor shall receive its own distinctive and unique Wallet, with a predetermined pre-mined amount of Coins. This Agreement and the requirements and restrictions contained herein shall be embedded and be a part of each Wallet. The following Wallet addresses and Coin allotment correspond to each Founding Sponsor as follows:

Founding Sponsor:

Pre-Mined Coin Allotment:

Wallet Address:

DEFINITIONS

The definitions for some defined terms used in this Agreement are set forth below. Other terms may be defined elsewhere in this Agreement.

1. **"Additional Terms"** means certain terms in respect of the staking of tokens by the Founding Sponsor with the Foundation.
2. **"Affiliate"** means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term **"control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

3. **“Agreement”** means this Staking Agreement between the Foundation and the Founding Sponsor, and includes the Additional Terms, Terms of Service and Privacy Policy, as any of the foregoing may be updated, supplemented, or amended from time to time.
4. **“Confidential Information”** means: (i) with respect to the Foundation, the Platform, the Website [ReserveBlock.io], 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, or data; and (ii) with respect to the Founding Sponsor, any non-public information or material regarding the Founding Sponsor’s legal or business affairs, financing, 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; or (d) is obtained by the Receiving Party without restrictions on use or disclosure from a third party.
5. **“Node Operator Rewards”** means the Rewards paid to the Founding Sponsor by the Foundation for providing validations services. These Rewards, and more explicitly referenced below, do not have any restrictions.
6. **“Effective Date”** means the earlier of: (i) the date on which the Founding Sponsor first stakes any Coins to the Foundation; or (ii) upon receipt and acceptance of the Founding Sponsor’s Wallet.
7. **“Law”** means any applicable national, provincial, international, federal, state, county, and local statute, law, ordinance, regulation, rule, code, and order.
8. **“Party”** means the Foundation or Founding Sponsor, as applicable; and **“Parties”** means, together, the Foundation and Founding Sponsor.
9. **“Person”** means any individual, organization, business, partnership, entity, corporation, or government.

10. **“Platform”** means the Foundation’s computational infrastructure or platform that it uses to perform the Services.
11. **“Prohibited Content”** means content that: (i) is illegal under Law; (ii) violates any third party’s intellectual property rights, including copyrights, trademarks, patents, and trade secrets; (iii) contains indecent or obscene material; (iv) contains libelous, slanderous, or defamatory material, or material constituting an invasion of privacy or misappropriation of publicity rights; (v) promotes unlawful or illegal goods, services, or activities; (vi) contains false, misleading, or deceptive statements, depictions, or sales practices; or (vii) contains viruses, Trojan horses, worms, or any other harmful, malicious, or hidden procedures, routines, mechanisms, or code.
12. **“Rewards”** means any rewards granted by the Foundation to the Founding Sponsor in connection with the performance of the Services.
13. **“Services”** the passive authentication of transactions that occurs and adds information to the block chain upon verification. This is a passive occurrence while the Node is online and running properly with the minimum processing power of the machine and is selected randomly through the algo based stochastic
14. **“Coin”** means the digital blockchain asset issued by the Foundation known as RXBX in accordance with the Foundation’s protocol.
15. **“Website”** means <https://ReserveBlock.io>.

WITHDRAWAL & UNLOCKING

16. Founding Sponsors shall stake in full, all pre-mined Coins provided to them by the Foundation, subject to the following unlocking schedule:
 - I. At 6 month anniversary from launch, each Founding Sponsor will have 25% of their original allotment unlocked subject to the following: 25% of the Coins may only be liquidated in 6 equal installments per month (i.e. 100,000 total coins = 25,000 unlocked on the 6 month anniversary, but may only be liquidated, dispersed or transferred at 4,167 coins per month till the 12th month anniversary.

- II. At the 12 month anniversary from launch, an additional 25% of the Founding Sponsor's Coins shall be unlocked, but may only be liquidated as provided above.
 - III. At the 18 month anniversary from launch, an additional 25% of the Coins shall unlock, but may only be liquidated as provided above.
 - IV. At the 24 month anniversary from launch, the remaining 25% of the Founding Sponsor's Coins shall unlock, but may be liquidated in equal amounts over a 3 month period.
17. The Foundation may, at its sole discretion, accelerate the aforementioned unlocking schedule should liquidity demand exceed supply. Upon such occurrence, and upon a majority vote of the Founding Sponsors' Coins, to wit 51% of the Coins, a specified amount of the Coins may be unlocked from the Founding Sponsors' Wallets on a pro rata basis. There shall be no restrictions placed on any Founding Sponsors on any unlocked Coins within their respective wallets.
18. Coins and Net Rewards may be unavailable to the Node Operator during the unbonding/unlocking periods and subject to other restrictions imposed by the Foundation.
19. The Foundation will not be liable for any losses, liabilities, damages, reductions in value, or foregone opportunities incurred by the Node Operator resulting from the withdrawal or unstaking of the Tokens.

REWARDS

20. Rewards that are received by the Founding Sponsor for the Services provided and effectuated through the Master Node's authenticating process, shall not be restricted or locked in a manner.
21. Rewards that received by the Founding Sponsor's for the Services rendered by the Super Nodes, shall be calculated per the halving schedule contained in the whitepaper, which shall be incorporated herein by reference, and made a part hereof.

22. **Rewards ARE Not Guaranteed.** The Founding Sponsors acknowledge that the transfer of Net Rewards or Rewards by the Foundation is not guaranteed.

VOTING AND NODE OPERATIONS

23. Founding Sponsors shall be permitted during the “Locked” and Staking period, to operate multiple Nodes, so long as each Node is staked with a minimum of 1,000 Coins, and each Node maintains its own Static IP address. Each Node maintained on the Network will equate to one vote.
24. Any Founding Sponsor that operates a min of 5 Nodes or more, would have a “super vote” on the Network consisting of 1.5X per Node (eg 5 nodes = 7.5 votes). Notwithstanding the forgoing, each Founding Sponsor, irrespective of the number of Nodes operated, shall not exceed 10 Super Votes (eg 10 nodes = 15 votes capped). However, any Nodes in excess of the 10 from that wallet owner, will still be entitled to one (1) vote per Node per Static IP address.
25. Each Founding Sponsor must operate at least one (1) Master Node during the Term. In order to participate in Voting Governance and/or receive Rewards for Services, each Founding Sponsor must operate more than the minimum requirement of one (1) Super Node.

Taxes

26. Each Founding Sponsor shall be solely responsible for the payment to applicable governmental authorities of any and all taxes, penalties, duties, levies, and interest (together, “**Taxes**”) (i) applicable to the Founding Sponsor’s Rewards and other amounts receivable or received by the Founding Sponsor in connection with this Agreement, and (ii) all other Taxes of the Founding Sponsor or which may apply to the Founding Sponsor resulting from or related to the transactions or Services contemplated under this Agreement. The Founding Sponsor shall indemnify and hold harmless the Foundation and its indemnified parties as described herein in respect of all Taxes levied, applied or assessed by any governmental authority on any Rewards and other amounts

receivable or received by the Founding Sponsor in connection with this Agreement.

27. Neither the Foundation nor any of its agents have provided or will provide advice or guidance with respect to any Law, applicable Tax or other obligations of the Founding Sponsor. The Founding Sponsor is strongly encouraged to seek advice from the Founding Sponsor's legal and tax advisors with respect to any Law, applicable Tax and other obligations of the Founding Sponsor related to the entering into and performance of this Agreement.

TERM, TERMINATION, AND SURVIVAL

28. **Term.** The term of this Agreement (the "**Term**"), commences on the Effective Date and shall continue in effect until terminated as provided infra. Notwithstanding the foregoing, each Founding Sponsor shall operate (per the Node Protocol), a minimum of 1 master node for a period of not less than 5 years from the original launch date. Specifically, each Founding Sponsor shall maintain, at a minimum, the web-based client file operating in the background of any machine (equipment min standards will be in light paper published on pre-sale of Nodes to general public), on a static IP address, and shall have staked a minimum of 1,000 Coins at all times associated with each Node.
29. **Termination.** Either Party may, any time and for any reason whatsoever, terminate this Agreement (i) on delivery of written notice of termination to the other Party, or (ii) in the case of the Founding Sponsor, by withdrawing its Coins from any Nodes or Wallets and returning the Coins to the Foundation; in each case, the termination is subject to any restrictions on termination provided in the Additional Terms, Terms of Use, and the terms of the Foundation, which may be amended and updated from time to time.

Effect of Termination.

Upon any termination or failure to comply with the Terms contained within this Agreement by the Founding Sponsor:

30. Upon thirty (30) day written notice, the Founding Sponsor will initiate unbonding / unlocking / unstaking of any pre-mined Coins

from any Nodes and/or Wallets. The pre-mined Coins, unless otherwise agreed upon by the Foundation, shall be transferred to the Foundation and locked up for a period of not less than five (5) years, and subject to being burned or removed from the block, at the sole discretion of the Foundation. During said period, the Founding Sponsor shall not receive any Rewards related to its pre-mined Coins. Notwithstanding anything to the contrary, any and all Coins unlocked according to the schedule contained in paragraph 16 *supra*, shall remain with the Founding Sponsor and are not subject to any restrictions or impairments upon termination or the Founding Sponsor's non-compliance.

31. Upon reasonable written request, the Founding Sponsor shall either return to the Foundation (or, at the Foundation's instruction, destroy and provide the Foundation with written certification of the destruction of) all documents, computer files, and other materials containing any of the Foundations Confidential Information that are in its possession or control, subject to applicable Law.

CONFIDENTIALITY

The Receiving Party will: (i) protect the confidentiality of the Disclosing Party's Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care; (ii) not use any of the Disclosing Party's Confidential Information for any purpose other than as may be necessary or desirable in connection with the performance of this Agreement; and (iii) not disclose the Disclosing Party's Confidential Information to any party other than its employees, contractors, and advisors, as reasonably required to perform this Agreement provided they are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement. If the Receiving Party is legally compelled to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will provide the Disclosing Party prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section. If such protective order or other remedy is not

obtained or the Disclosing Party waives compliance with the terms of this Section, the Receiving Party may furnish only that portion of the Confidential Information which it is legally required to disclose in the opinion of its counsel.

ADDITIONAL TERMS

Independent Contractors. The Parties are independent contractors. Neither Party shall be deemed to be an employee, agent, partner, joint venturer, or legal representative of the other for any purpose, and neither shall have any right, power, or authority to create any obligation or responsibility on behalf of the other.

Severability. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, that provision shall be amended to achieve as nearly as possible the same economic effect as the original provision, and the remainder of this Agreement shall remain in full force and effect. Any provision of this Agreement, which is unenforceable in any jurisdiction, shall be ineffective only as to that jurisdiction, and only to the extent of such unenforceability, without invalidating the remaining provisions hereof.

Force Majeure. Neither Party shall be deemed to be in breach of this Agreement for any failure or delay in performance to the extent caused by reasons beyond its reasonable control, including acts of God, epidemics or pandemics, earthquakes, strikes, or shortages and unavailability of materials or resources, and operations and actions of and changes to Blockchain Protocols (“**Force Majeure Events**”).

Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

Disclaimer. Except as expressly set forth herein, the Services, the Platform, the Website, their components, and any other materials or services provided hereunder by the Foundation are provided “as is” and “as available”. The Foundation does not make any warranties with respect to the same or otherwise in connection with this Agreement (except as explicitly provided in this Agreement) and hereby disclaims any and all express, implied, or statutory warranties, including any warranties of non-

infringement, merchantability, fitness for a particular purpose, availability, error-free or uninterrupted operation, and any warranties arising from a course of dealing, course of performance, or usage of trade. To the extent that the Foundation may not as a matter of Law disclaim any warranty, the scope and duration of such warranty will be reduced the minimum permitted under such Law. Without limiting the foregoing, the Foundation makes no representations or warranties with regard to the amount of Rewards that may be generated under this Agreement or through the Node or Super Nodes maintained by the Founding Sponsors.

NO OFFER OF SECURITIES OR REGISTRATION

THIS AGREEMENT DOES NOT CONSTITUTE A PROSPECTUS OR OFFER DOCUMENT OF ANY SORT AND IS NOT INTENDED TO CONSTITUTE AN OFFER OF SECURITIES OR A SOLICITATION FOR INVESTMENT IN SECURITIES IN ANY JURISDICTION.