

GARA STAKE TERMS AND CONDITIONS ON THE COINGARAGE PLATFORM

These Terms and Conditions apply to the GARA Stake service on the Coingarage platform, which is available through the website located at <https://coingarage.io> and the Coingarage mobile app, and these Terms and Conditions constitute separate terms and conditions governing the obligations arising from the provision of the GARA Stake service, over and above the General Terms and Conditions or deviating from the General Terms and Conditions (hereinafter also referred to as the "**GARA Stake Terms**"). These GARA Stake Terms and, to the extent not covered by the GARA Stake Terms, the General Terms and Conditions shall apply to the obligations arising from the provision of the GARA Stake service. In the event of a conflict between the General Terms and Conditions and the GARA Stake Terms, the GARA Stake Terms shall prevail.

The operator of the Coingarage platform and service provider is Coingarage s.r.o.

Capitalized abbreviations and terms used in these GARA Stake Terms have the meanings specified in the General Terms and Conditions or set out in the body of the GARA Stake Terms. The introduction of an abbreviation or specification of a term is typically indicated in the body of the GARA Stake Terms by the words "hereinafter only" or "hereinafter also" in parentheses.

1. GARA Stake service

- 1.1 Subject of the GARA Stake Terms. These GARA Stake Terms govern the legal relationships arising from the obligations between us as the operator of the Platform and the provider of the GARA Stake service and you as the user of the Platform and recipient of the service.
- 1.2 Characteristics of the GARA Stake service. The GARA Stake service is a so-called stake of GARA token, i.e. a crypto-asset designated as a GARA token, which is issued by the Operator as an ERC-20 token via the Polygon blockchain network, ticker GARA, smart contract address: 0x0B258A4ECC4Ac7a15fEdb882DB5d13F6EF23B02F (hereinafter also referred to as "**GARA**"), which is the locking and safekeeping of the GARA token through the Platform for an agreed period of time in accordance with the order made by the user through the user account, respectively. Platform, all in accordance with these GARA Stake Terms (hereinafter also referred to as the "**Service**").
- 1.3 The contract for the provision of the Service between the user and the Operator. The contract means an innominate contract for the stake of GARAs with custody elements concluded between the user and the Operator through the user's account or the Platform, whereby the Operator undertakes to provide the stake of GARAs for the user on the basis of the user's order and the user undertakes to hand over the GARAs subject to the stake to the Operator and to keep them locked through the Platform for the period specified in the order or the contract (hereinafter also referred to as the "**Contract**"). The parties expressly exclude the application of Section 2403(2) of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter also referred to as the "**CC**") to the Contract.
- 1.4 Purpose of the Service. The purpose of the Service is to reduce the volume of GARAs in circulation by locking GARAs on the Platform and thereby, inter alia, to support a stable GARA price, whereby the user will be entitled to the appropriate remuneration for locking their GARAs on the Platform in accordance with the contract.

2. GARA Stake Terms of Service

- 2.1 Order. The user shall place an order by selecting the terms for the stake according to the relevant stake plan (i.e. in particular the specific time for the stake and the amount of the user's reward for locking GARA on the Platform) within the order form on the Platform, selecting the amount intended for the stake, agreeing to the relevant terms of service by ticking the relevant boxes and then confirming the order by clicking on the relevant order confirmation button. The user is responsible for the truthfulness, correctness and completeness of the information provided in the order. These data shall be deemed to correspond to the facts and the Operator shall not be liable for any damage resulting from any errors or omissions in the data provided.
- 2.2 Conclusion of the Contract. The Contract between the user and the Operator is concluded at the moment when the user confirms the order by clicking on the appropriate order confirmation button.
- 2.3 Provision of the Services. After the conclusion of the Contract, the Operator shall provide the Service to the user, i.e. arrange the GARA stake for the user by himself or through a third party designated by the Operator, all in accordance with the concluded Contract.
- 2.4 Duration of the Contract. The user and the Operator conclude the Contract for a definite period of time, namely for the period specified by the user in the order, respectively agreed in the Contract, according to the conditions for the stake, respectively the stake plan selected by the user. Upon termination of the Contract, all locked GARAs will be released to the user and the user will be entitled to freely dispose of them through the Platform.
- 2.5 Inability to dispose of GARA for the duration of the Contract. The user acknowledges that for the duration of the Contract, the user shall not be entitled to dispose of the GARAs that are the subject of the Contract in any way, in particular, but not exclusively, the user shall not be entitled to make any disposition of such GARAs in any way, alienate them or ask the Operator for their release. At the same time, the user acknowledges that the Platform is programmed in such a way that it is not even technically possible for the Operator to allow the user to dispose of the locked GARAs prior to the termination of the Contract, since at the moment of conclusion of the Contract the relevant GARAs are locked via the Platform in such a way that they are automatically locked for the duration of the Contract and the Operator is not able to dispose of them in any way.
- 2.6 User Reward. The Operator undertakes to pay the user a remuneration in the amount according to the terms of the stake selected by the user, respectively according to the selected stake plan. The remuneration shall be paid to the user by the Operator on an ongoing basis according to the agreed terms and conditions and always in GARA, through the user's account on the Platform. The reward paid to the user via the user's account on the Platform may be freely disposed of by the user.
- 2.7 Transaction fees. The user acknowledges that there are certain transaction fees associated with each transaction on the relevant blockchain network, the payment of which is a prerequisite for the execution of the relevant transaction, and that without the payment of the transaction fees the relevant transaction will not be executed. If transaction fees are associated with the Service, the user agrees to pay all such transaction fees associated with the relevant Service. Transaction Fees may vary over time depending on the circumstances of the blockchain network in question and are always payable in the current amount at the time of the transaction. Transaction fees

will be paid solely from the user's funds held through the user's account on the Platform and in the event of insufficient funds in the user's account, the relevant transaction or Service will not be able to be executed.

3. Risks and warnings associated with the Service

- 3.1 No guarantee of profit. There is no universally functional strategy that generates profit in all circumstances. Use of the Service does not guarantee a profit and may result in a loss.
- 3.2 Immutability of parameters. The parameters of the Service, and in particular the duration of the contract, can only be set prior to its establishment and cannot be changed during the duration of the Service.
- 3.3 Past profits do not guarantee future profits. The fact that using the Service has resulted in a profit in the past does not mean that using the Service again will result in a profit.
- 3.4 The unregulated nature of GARA. The user acknowledges that any actions or provision of services associated with GARA are highly risky, that GARA is not a regulated and centralized instrument whose value is insured, and that changes in its value depend entirely on the actions of other private parties. User further acknowledges that:
- a) The Operator does not provide investment services according to Act No. 256/2004 Coll., on Capital Market Business, in particular it does not provide investment advice or investment intermediation;
 - b) The sale of GARA is not an exchange activity according to Act No. 277/2013 Coll., on exchange activities;
 - c) The sale of GARA does not constitute a payment service according to Act No. 370/2017 Coll., on payment transactions;

while trading with GARA is not regulated by Czech law and the provisions of applicable law, especially the provisions of the CC, will be applied by analogy to the resulting relations.

- 3.5 Development risk. The Operator is not responsible for any future development of the GARA market, including the possibility of a complete loss of value, prohibition by the government, or even their complete disappearance.
- 3.6 Volatility GARA. GARA is highly volatile and its value can go up and down over short periods of time. The value of GARA is dependent on many circumstances beyond the Operator's control. The Operator accepts no responsibility for the fact that the issued GARA will not be of value, the GARA will lose its value or its use will be limited due to negative developments in the crypto-asset sector.
- 3.7 Fixed-term contract risk. The contract is concluded for a fixed period and therefore lasts for the entire agreed period without any possibility of interruption. For the entire duration of the contract, the user's ability to dispose of the GARAs that are the subject of the Service, and in particular to make any disposition of them, is restricted. The user thus gives up the possibility to react to the volatility of the value of the GARAs during the duration of the contract, which may lead to a loss if the price of the GARAs decreases.
- 3.8 GARA Transparency. All GARA transactions made on the blockchain network are recorded in a publicly accessible database (blockchain). Thus, anyone can find out at any time which GARA is stored at a particular address on the relevant blockchain

network at a particular time, from which addresses a particular GARA was transferred to that address, and to which addresses that particular GARA was transferred from that address. The user acknowledges that within the Platform, all GARAs are held in a virtual wallet managed by the Operator or a third party designated by the Operator and are held in a database within the Platform for the benefit of the user's user account.

4. Final provisions

- 4.1 Withdrawal from the contract within 14 days. In the European Union, consumers have the right to withdraw from online contracts within 14 days of the conclusion of the contract. However, this right is limited in the case of this contractual relationship. At the time of conclusion of the Contract, the Service shall be fully provided, including with respect to the locking of the relevant GARAs within the meaning of Article 2.6 of these GARA Stake Terms. Thus, the user cannot withdraw from the Contract within the meaning of Section 1837(a) CC.
- 4.2 Language version. These GARA Stake Terms are written in both Czech and English versions. Any translations into other languages are for informational and non-binding purposes only.
- 4.3 Separability. If individual provisions of these GARA Stake Terms become invalid, ineffective or unenforceable, the validity, effectiveness and enforceability of the remaining provisions shall not be affected.

These GARA Stake Terms are effective from 7.9.2024