

DELEGATION AND NETWORK SUPPORT AGREEMENT

This DELEGATION AND NETWORK SUPPORT AGREEMENT (this “**Agreement**”) is entered into as of _____ (the “**Effective Date**”), by and between Solana Foundation (“**Foundation**”), and _____, an _____ with a principal place of business at _____ (“**Operator**”) (each of Foundation and Operator, a “**Party**,” and together, the “**Parties**”).

RECITALS

A. The Solana Network (defined below) requires multiple Nodes (defined below) for confirming and validating transactions that occur on the network. Each Node must retain staked SOL in order to facilitate software-driven confirmation and validation functions pursuant to the Solana Network’s proof of stake consensus algorithm.

B. Foundation desires to delegate certain amounts of SOL to Operator Nodes (defined below) from time to time to further enable Operator Nodes to add to the security of the Solana network and help facilitate the validation of transactions on the Solana Network to benefit the Solana community.

C. Operator desires to support the adoption and security of the Solana Network by operating a Node.

The Parties agree as follows:

1. DEFINITIONS

1.1 “Affiliate” means any legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party, but only for as long as such control exists. For the purpose of this definition, “control” means the direct or indirect ownership of more than 50% of the stock, shares, or interests entitled to vote for election of directors or other governing body or otherwise having the ability to direct the management and policies of such entity, through contract or otherwise.

1.2 “Change in Control” means the (a) consolidation or merger of Operator with or into any entity (other than the consolidation or merger of with an Affiliate), (b) sale, transfer, or other disposition of all or substantially all of the assets of Operator, or (c) acquisition by any entity, or group of entities acting in concert, of beneficial ownership of 50% or more of the outstanding voting securities or other ownership interests of Operator.

1.3 “Confidential Information” means any confidential or proprietary information of a Party, whether of a technical, business, or other nature (including trade secrets, know-how and information relating to the Party’s technology, customers, business plans, finances, and other business affairs of such Party) that is disclosed to or obtained by the receiving Party in connection with this Agreement and that is either designated as confidential or proprietary or the receiving Party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing Party. The existence of this Agreement, its terms and conditions and the identity of Foundation are the Confidential Information of Foundation.

1.4 “Delegated SOL” has the meaning provided in Section 2.1.

1.5 “Eligibility Criteria” means the minimum criteria that Operator must meet to be eligible to receive Delegated SOL from Foundation under this Agreement, as set forth on Schedule A hereto and as may be updated from time to time by Foundation in its sole and absolute discretion.

1.6 “Solana Network” means the Solana blockchain network.

1.7 “Vote Account” means the Operator’s smart contract for purposes of receiving Staking Rewards under this Agreement.

1.8 “Reg S” means Rule 902 of Regulation S under the U.S. Securities Act of 1933, as amended.

1.9 “Staking Reward” means an amount of SOL that is distributed as a reward by the Solana Network pursuant to the Solana Network’s proof of stake consensus algorithm to node operators who stake SOL and thereby facilitate the validation of transactions on the Solana Network. The sum of each Staking Reward received hereunder is referred to as “Staking Rewards”.

1.10 “Force Majeure Event” means an event or circumstance beyond the reasonable control of a Party, including natural catastrophes, governmental acts, war, terrorism, pandemics, and interruptions or failure of the Internet.

1.11 “Governmental Authority” means any federal, state, municipal, local, territorial or other governmental department, regulatory authority, judicial, or administrative body, whether domestic, foreign, or international.

1.12 “IP Rights” means all patents, copyrights, moral rights, trademarks, trade names, service marks, trade dress, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

1.13 “Law” means any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any Governmental Authority applicable to either or both Parties in respect of this Agreement.

1.14 “Malicious Code” means any files, scripts, agents, code, or programs that are designed, intended to, or have the effect of disrupting, damaging or interrupting any services or software, the data contained therein, or the network through which the services or software is used, including any viruses, worms, time bombs, Trojan horses, and other malicious code.

1.15 “Node” means a computer server on the Solana Network used to monitor, audit, confirm, or validate transactions on the Solana Network.

1.16 “Operator Node” has the meaning provided in [Section 2.2](#).

1.17 “Operator Systems” has the meaning provided in [Section 3.1](#).

2. DELEGATION OF SOL; APPOINTMENT

2.1 Delegation of SOL. Provided that Operator continues to meet the Eligibility Criteria, Foundation will delegate SOL to Operator from time to time to be used by Operator solely as provided in [Section 2.2](#) of this Agreement (“**Delegated SOL**”). Foundation may choose to stop delegating SOL to Operator at any time and for any reason, to be determined by Foundation in its sole discretion.

2.2 Node Operation. Foundation hereby agrees to delegate SOL to Operator as part of Operator’s running, managing, and operating of a Node (the “**Operator Node**”). Operator will host the Operator Node pursuant to the Solana Network’s proof of stake consensus algorithm.

2.3 Staking Rewards. Operator may receive Staking Rewards from the Solana Network on a periodic basis. Operator will be entitled to ownership of all Staking Rewards that Operator receives from the Solana Network using the Delegated SOL.

3. OPERATOR OBLIGATIONS AND NODE SECURITY

3.1 Node Operation. Operator is solely responsible for all costs and expenses for its activities under this Agreement, including for acquiring, installing, maintaining, and securing all hardware, software, hosting, and other equipment for the Operator Node ("**Operator Systems**"). Operator will not install or run any other software, hardware, or systems that could reasonably be expected to disrupt or interfere with the proper operation of the Solana Network.

3.2 Node Security.

(a) Operator will establish and maintain reasonable and appropriate safeguards to protect Operator Systems against the unauthorized use, destruction, loss, or alteration of the Operator Node and associated digital assets. These safeguards will include implementing network and data security measures consistent with information technology industry standards (e.g., firewalls, monitoring, and counteraction of external intrusion to the network, regular back-up of systems and data and troubleshooting). If Operator discovers or is notified of a breach or potential breach of security relating to the Operator Node or the Operator Systems, Operator will immediately (i) notify Foundation of such breach or potential breach, (ii) investigate and cure the breach or potential breach, and (iii) provide Foundation with assurance satisfactory to Foundation that such breach or potential breach will not recur. Foundation will not be liable for any loss of SOL as a result unauthorized use, destruction, loss, or alteration of the Operator Node.

(b) Operator will maintain, patch, and update the Operator Systems on a regular and timely basis in accordance with best industry practices.

(c) Operator will not introduce, and will take all required measures to prevent the introduction of, any Malicious Code into the Operator Systems. Operator will perform and maintain commercially reasonable Malicious Code protection and correction procedures and processes and will continue to review, analyze, and implement improvements to and upgrades of such procedures and processes consistent with information technology industry standards. If Malicious Code is introduced into the Operator Systems, Operator, at its sole cost and expense, will diligently work to mitigate and eliminate the effects of the Malicious Code. Foundation will not be liable for any loss of SOL as a result of the introduction of Malicious Code to the Operator Systems.

4. VOTING RIGHTS

Operator will have the right to vote on all Solana Network governance matters open to Node Operator using the Delegated SOL for the duration of the Term. Foundation will not be entitled to vote on Solana Network governance matters using the Delegated SOL or to influence Operator's voting decisions for the duration of the Term.

5. TERM AND TERMINATION

5.1 Term. The term of this Agreement will begin on the Effective Date and continue for an initial term of thirty (30) days (the "**Initial Term**"). At the end of the Initial Term, this Agreement will automatically renew for successive thirty (30) day terms (each a "**Renewal Term**," and collectively, the "**Term**"), unless Foundation decides to terminate this Agreement and stop delegating SOL to Operator before the end of the then-current term.

5.2 Termination. Either Party may terminate this Agreement: (a) upon written notice to the other Party if the other Party commits a material breach of this Agreement and fails to cure such breach within 30 days of having received notice of such breach or (b) immediately upon written notice if the other Party ceases doing business, terminates its existence, dissolves or liquidates, or proceedings are instituted by or against such Party under any bankruptcy or insolvency law (which proceedings are not

dismissed within 60 days). Foundation may also terminate this Agreement for any reason whatsoever at any time without providing notice of any kind.

5.3 Change in Control. Operator must promptly notify Foundation in writing before the closing of a Change in Control transaction involving Operator.

5.4 Effect of Termination. The following Sections will survive any termination of this Agreement: Sections 1, 5.4, 6-11.

6. AUDIT RIGHTS

6.1 Records. Operator will maintain complete auditable records, documents, files, and other information pertaining to all transactions transacted, reviewed, validated, or verified on the Operator Node ("**Records**") during the Term and for a period of three years thereafter.

7. CONFIDENTIALITY

7.1 Protection. Each Party that receives Confidential Information ("**Receiving Party**") of the other Party ("**Disclosing Party**") will: (a) use the Disclosing Party's Confidential Information only to exercise its rights or perform its obligations under this Agreement; (b) protect the Disclosing Party's Confidential Information using the same degree of care as it takes to protect its own Confidential Information of similar nature, but in no event using less than a reasonable standard of care; and (c) not disclose the Disclosing Party's Confidential Information to any third party, except (i) to its Affiliates, employees, or contractors who need to know such information in connection with the performance of this Agreement and who have agreed in writing (or are otherwise legally bound) to keep it confidential with terms no less restrictive than those contained in this Agreement, and (ii) when legally compelled by a court or other government authority; provided, that, unless prohibited by Law, the Receiving Party will promptly provide the Disclosing Party with notice of all available details of the legal requirement and reasonably cooperate with the Disclosing Party's efforts sufficiently in advance to challenge the disclosure, seek an appropriate protective order, or pursue such other legal action, as the Disclosing Party may deem appropriate.

7.2 Exclusions. The duties described in Section 7.1 will not apply to any information that: (a) is or becomes part of the public domain without a breach of any duty owed to the Disclosing Party; (b) is rightfully known by the Receiving Party prior to disclosure by the Disclosing Party; or (c) is rightfully obtained by the Receiving Party from a third party without restrictions on disclosure.

7.3 Ownership. Each Party retains exclusive ownership of its Confidential Information. Except as expressly provided in this Agreement, neither Party has any other rights or interests in or to the other Party's Confidential Information.

8. REPRESENTATIONS; DISCLAIMERS

8.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party: (a) such Party has the full and unencumbered right, power, and authority to enter into this Agreement and to otherwise carry out its obligations under this Agreement; (b) this Agreement constitutes the legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms; and (c) the execution, delivery, or performance of this Agreement does not violate, conflict with, or constitute a default under any agreement or instrument (including corporate charter or other organizational documents) to which it is a party or by which it is otherwise bound.

8.2 Operator Representations and Warranties. Operator understands that it is possible that regulatory authorities in the United States might deem certain transactions in the SOL received in connection with this Agreement to be securities transactions under current U.S. law. While Foundation does not agree with this assessment, Operator and Company have elected to comply with the exclusion from United States securities law registration requirements for transactions that take place outside the

United States as provided for by Reg S. Operator additionally represents and warrants to Foundation that: (a) Operator is not a “U.S. Person” as defined in Reg S, is not deemed to be a U.S. Person under Rule 902(k)(2) of Reg S, and is not acquiring the SOL for the account or benefit of any U.S. Person; (b) Operator is domiciled and has its principal place of business outside the United States as defined in Reg S; (c) Operator will take reasonable steps to confirm that all persons to whom it transfers, or offers to transfer, SOL in connection with this Agreement are not U.S. Persons and are domiciled and have their principal place of business outside the United States as defined in Reg S, and in no event will Operator trade or list SOL on any exchanges that, to the best of its knowledge through the exercise of reasonable diligence, allow sales of digital assets to U.S. Persons; (d) Operator is acquiring and will acquire and hold SOL for Operator’s own account and for personal investment or use, Operator is not a “distributor” (as such term is defined in Reg S) or a “dealer” (as such term is defined in the U.S. Securities Act), and Operator has no present intention of distributing SOL or any interest therein to others; (e) Operator, its performance under this Agreement, and its Node Operator activities will comply with all applicable laws, regulations, and other court orders that are in effect, including without limitation the Financial Crimes Enforcement Network regulations, Office of Foreign Assets Control requirements, federal securities laws, federal commodity laws, and state money transmitter and virtual currency laws throughout the Term (defined below) of this Agreement and thereafter; (f) Operator has complied and will comply with the requirements of Reg S with respect to SOL received in connection with this Agreement (or an interest in SOL or hedge transaction associated with SOL); (g) Operator maintains all licenses and registrations necessary to engage in Node Operator activities; (h) Operator’s performance of its obligations and the Node Operator activities will not infringe on, misappropriate, or violate the rights of any third party, including without limitation intellectual property rights or contractual rights; (i) Operator has not engaged, and operator covenants that it will not engage or cause any third party to engage, in any directed selling efforts (as such term is defined in Reg S) in the United States with respect to the SOL received in connection with this Agreement; (j) Operator acknowledges that it has sufficient knowledge and experience in financial, business and technology matters, including a sufficient understanding of blockchain technology, to be able to evaluate the economic risks and merits of entering into this Agreement; and (k) Operator acknowledges and agrees that it may suffer adverse tax consequences as a result of being delegated, holding, exchanging, selling, staking, transferring or otherwise using the SOL in any way and it has consulted with a tax adviser or that it has had the opportunity to obtain tax advice but has chosen not to do so, and that neither Foundation nor its affiliates has provided Operator with any tax advice.

8.3 Warranty Disclaimer. Except for the express representations and warranties set forth above, Foundation delegating the Delegated SOL “as is” with no warranties of any kind. To the maximum extent permitted by applicable Law, Foundation expressly disclaims all representations or warranties (statutory, express or implied, oral or written) with respect to this Agreement, including all warranties of merchantability, fitness for a particular purpose, warranties of non-infringement, or any warranty regarding the amount of rewards or any other economic benefit Operator may obtain during the Term. In addition, Foundation does not warrant that the Solana Network will operate uninterrupted, be Malicious Code or error-free, or that all defects will be corrected, and Foundation makes no warranty concerning the accuracy, reliability, or completeness of any information or data obtained or derived through the use of the Solana Network. Operator understands that the Solana Network operates on a distributed network and Foundation disclaims any responsibilities with respect to access of data from or the functioning of Nodes on the Solana Network. Operator acknowledges that Foundation does not control the transfer of data between Nodes and over communications facilities, including the internet, and that the Solana Network may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

8.4 Additional Disclaimers. In addition to the above, Foundation will not have any responsibilities or liability with respect to the following:

(a) The Solana Network could be impacted by one or more regulatory inquiries or actions, which could prevent or limit the ability of Foundation to continue its activities.

(b) Foundation is not responsible or liable for the actions or omissions of any Node, whether such actions or omissions interoperate, communicate, or otherwise involve or implicate the

Operator Node or Operator's participation on the Solana Network. Foundation hereby disclaims all warranties, obligations, and liabilities relating to Operator's interaction with other Nodes on the Solana Network, including any data or transactions conducted with other Operators.

9. INDEMNIFICATION

9.1 Indemnification. Operator will indemnify, defend, and hold harmless Foundation and its agents against any damages, liabilities, losses, costs, or expenses (including reasonable attorneys' fees) based upon any third-party claim (a) alleging that the Operator Systems violate any third-party right, including any IP Rights; or (b) arising from Operator's breach of any of its obligations under Section 3.2 (Node Security).

9.2 Conditions. The indemnification obligations in this Section 9 are contingent on the Party seeking indemnification: (a) giving the indemnifying Party prompt written notice of any such claim, provided that any failure or delay to provide such notice will not relieve the indemnifying Party of its obligations under this Section 9 except to the extent such failure or delay materially prejudices the indemnifying Party; (b) permitting the indemnifying Party to solely defend or settle any such claim at its sole expense through counsel of its own choice; and (c) providing, at the indemnifying Party's expense, reasonable cooperation in the defense of such claim and all related settlement negotiations. The indemnified Party will have the right to participate in the defense and all related settlement negotiations with its own counsel, at its own expense. Neither party will settle any claim resulting from its obligations under this Section 9 without the prior written consent of the other Party.

10. LIMITATION OF LIABILITY

Foundation's entire liability arising from or relating to this Agreement, whether in contract, tort (including negligence), or other cause of action will not exceed \$1,000. Operator acknowledges and agrees that Foundation would not enter into this Agreement for the consideration specified herein without the limitations and disclaimers in this Agreement. The limitations, exclusions, and disclaimers in this Agreement will apply to the maximum extent permitted by applicable law, even if any remedy fails of its essential purpose.

11. GENERAL PROVISIONS

11.1 Entire Agreement. This Agreement, along with any related addenda, constitutes the entire understanding of and between the Parties with respect to its subject matter, and supersedes all prior or contemporaneous representations, proposals, understandings, and agreements. This Agreement may only be amended or modified in a writing signed by the Parties.

11.2 Assignment. Operator may not assign or transfer this Agreement or any of its rights or obligations hereunder without Foundation's prior written consent. Foundation may assign or transfer this Agreement at any time and for any reason without Operator's consent. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

11.3 Severability. If any provision of this Agreement is determined to be invalid, unlawful, void, or unenforceable to any extent, such provision or any portion thereof will be interpreted to best reflect the Parties' intent, and the remainder of this Agreement will not be affected and will continue to be valid and enforceable to the fullest extent permitted by Law.

11.4 Waiver. No waiver of or amendment to any provision of this Agreement, or any rights or obligations of either party under this Agreement, will be effective except pursuant to a written instrument signed by the Parties.

11.5 Relationship/Authority. Nothing contained in this Agreement will be construed to create a joint venture or partnership between the Parties. Neither Party is authorized as an agent or legal representative of the other Party. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other Party, or to bind such other Party in any manner.

11.6 Force Majeure. Each Party is excused from performance of this Agreement and will not be liable for any delay in whole or in part caused by a Force Majeure Event for so long as the Force Majeure Event exists. A Party subject to a Force Majeure Event will promptly notify the other Party in writing, will use commercially reasonable efforts to mitigate the effects of the Force Majeure Event, and promptly resume performance after the Force Majeure Event ceases.

11.7 No Third-Party Beneficiary. Nothing contained in this Agreement will be deemed to create, or be construed as creating, any third-party beneficiary right of action upon any third party, in any manner whatsoever.

11.8 Governing Law and Venue. This Agreement will be governed by and construed and enforced in accordance with the laws of Switzerland, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

11.9 Interpretation. The headings of this Agreement are for reference only and will not be used to interpret the meaning of this Agreement. Any reference to “**includes**” or “**including**” will be understood to be exemplary and not limiting and followed by “**but not limited to.**”

11.10 Notices. To be valid, all notices permitted or required under this Agreement must be sent in writing, via certified mail (or email followed by certified mail), by a Party to the other Party at the address set forth in this Agreement. Notices will be deemed given on receipt by the applicable Party.

11.11 Counterparts. This Agreement may be executed in any number of identical counterparts, each of which will be deemed an original and all of which will be construed as and constitute the same agreement.

[signature page follows]

Each of Foundation and Operator has caused this Node Operator Agreement to be signed and delivered by its duly authorized representative.

SOLANA FOUNDATION

Signature: _____

Name: _____

Title: _____

Date: _____

[OPERATOR]

Signature: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

ELIGIBILITY CRITERIA

Pre-requisites:

- Operators must have passed KYC/AML onboarding as provided by the Foundation
- Operators must have completed at least one stage (~1 month) of validating on testnet as part of Tour de SOL with good performance and responsiveness

Ongoing requirements:

- Operator Nodes on mainnet must be actively voting in consensus when polled (roughly once every 24 hours)
- Operator Nodes must have produced blocks that are confirmed by the supermajority of the network in 75% or more of their scheduled leader slots in each epoch
- Operator Nodes must not be located in a data center that houses other nodes such that the total amount of active stake in that data center exceeds 20% of the total stake on the network. Data center determination is based on the following API: <https://www.validators.app/api-documentation?locale=en&network=mainnet#validators-list>