

Nexus Mutual Crypto Cover Terms & Conditions (the "Cover Terms")

COVER TERMS

These Cover Terms, including any Annexes, govern the use of the Crypto Cover. The Annexes shall be deemed incorporated into and shall have the same force and effect as if set forth in full in the body of these Cover Terms. Accordingly, any reference to these Cover Terms shall include the Annex. In the event of any inconsistency or conflict between the provisions of these Cover Terms, and the Annex, the provisions of the Annex shall prevail.

CLAIMS SUBMISSION.

To be eligible to submit a Claim under these Cover Terms, the individual or entity making the Claim must:

- a. Be a Member of Nexus Mutual at the time the Claim is submitted, having satisfied all membership requirements set forth in the Nexus Mutual Member Agreement https://uploads-ssl.webflow.com/62d8193ce9880895261daf4a/63d0f45aacb2752b543ddcaf_Nexus-Mutual-DAO-Member-Agreement-FIN.pdf;
 - b. Have successfully completed the Know Your Customer process;
 - c. Have paid the required membership fee (the "**Membership Fee**") in full, as specified at: <https://docs.nexusmutual.io/overview/membership>; and
 - d. Not reside in, or otherwise be located in, a country or jurisdiction that is subject to sanctions or other legal restrictions that prohibit participation in Nexus Mutual or the submission of a Claim as detailed in the: <https://docs.nexusmutual.io/overview/membership>.
- **Minimum Purchase Requirement for Part A:**
Part A, Custody Cover, of this Cover is **not available** for purchases where the Custody Cover per Designated Custodian is **less than \$1,000,000 USD**.
- **No Limitation for Parts B, C and D:**
This limitation does **not apply** to Part B, Part C and Part D of this Cover, which remain available regardless of the purchase amount.

PART A: CUSTODY COVER SPECIFIC TERMS

1. **Part A Covered Event:** Subject to clause 3 (Part A Exclusions) and these Cover Terms, Nexus Mutual *may* approve a Claim under this Cover if, during the Cover Period:
 - a. **Crime-Related Loss:**
 - i. The Designated Custodian is the victim of a Crime that either occurred or was first discovered during the Cover Period; and
 - ii. The Designated Custodian announces that all Users must incur a loss of 10% or more of the face value of their current holdings.

b. **Extended Withdrawal Restriction Loss:**

- i. The Designated Custodian imposes a complete restriction on User withdrawals without prior notice; and
- ii. This restriction remains in effect continuously for 100 days or more if the restriction initially commenced during the Cover Period.
For the purpose of this clause, "without prior notice" means that Users of the Designated Custodian are not given any warning or opportunity to withdraw funds before the withdrawal restrictions are enforced.

2. **API requirements for CEX**

a. Read-Only API Key Provision:

To facilitate verification of their holdings in any Designated Custodian, the Covered Member is required to provide read-only API keys for all relevant accounts within 5 days from the Cover purchase. These API keys must be submitted to either Nexus Mutual or the Entity through an off-chain method as specified by Nexus Mutual.

b. Purpose of Requirement:

The provision of read-only API keys is necessary for verifying the Covered Member's holdings on covered CEXes and ensuring accurate assessment of Claims.

c. Compliance and Verification:

Failure to provide the required read-only API keys may result in the inability to verify the Covered Member's holdings and could impact the approval of any Claims related to CEX holdings. For the avoidance of doubt Nexus Mutual reserves the right to refuse a Claim where a read-only API key is not provided.

3. **Part A Claim Amount Calculation**

a. For any loss under Part A the Claim Amount shall be subject to the following conditions:

- i. any applicable Sublimits specified in the Annex; and
- ii. The overall Cover Amount; and
- iii. The value of the lost assets shall be determined based on the Market Value, calculated as of 12:00 (noon UTC) on the business day immediately preceding the day specified in clauses 3(b) and 3(c) respectively.

b. For a **Crime-Related Loss**

- i. The **Claim Amount** shall be calculated based on the value of the funds actually held in the Designated Custodian account at the time specified in clause 1(a)ii.

c. For an **Extended Withdrawal Restriction Loss**

- i. The **Claim Amount** shall be calculated based on the **final loss** determined at the end of the as specified in this Cover for the lost funds actually held in the Designated Custodian.

4. **Part A Exclusions:** This Cover does not apply to any loss, damage, cost or expense arising from or relating to:
- a. Withdrawals halted specifically for the Covered Member rather than a widespread halt affecting all users.
 - b. A Cover Amount under Part A that is less than \$1,000,000 USD.
 - c. Situations where the Covered Member is the Designated Custodian, a representative of the Designated Custodian or an entity or individual that is related to the Designated Custodian.

PART B: PROTOCOL COVER SPECIFIC TERMS

5. **Part B Covered Event:** Subject to these Cover Terms and clause 7 (Part B Exclusions), the Mutual *may* approve a Claim made under this Cover if:
- a. the Covered Member is a User of the Designated Protocol and during the Cover Period the Designated Protocol loses Covered Member funds in excess of the Deductible as a direct result of the Designated Protocol failing from either:
 - i. a smart contract code bug or error resulting in the Designated Protocol being used in an unintended way; or
 - ii. a Sudden and Severe Economic Event occurs which results in the unintended confiscation or seizure of funds deposited by the Covered Member into the Designated Protocol.and
 - b. the Covered Member provides Cryptographic Evidence linking ownership of the impacted account to the account of the Covered Member submitting the Claim; and
 - c. Should the Cover NFT be transferred to another address post Covered Event:
 - i. the transfer of the NFT is made directly to the Covered Member; and
 - ii. the sending and receiving addresses are both controlled by the same person or entity.and
 - d. the impacted account has suffered a Material Loss.
6. **Part B Claim Amount Calculation:**
- a. For a Claim resulting from clause 5(a)(i), the Claim Amount should reflect the loss actually incurred by the Covered Member less the Deductible, up to a maximum payment of the Cover Amount.
 - b. For a Claim resulting from clause 5(a)(ii), the Claim Amount should reflect the loss actually incurred by the Covered Member in any two (2) hour period less the Deductible up to a maximum payment of the Cover Amount.

- c. Loss amounts are to be calculated:
 - i. using the Block just before the Block where the loss actually occurred, or for a Claim resulting from clause 5(a)(ii) the first Block at the end of the two (2) hour period; and
 - ii. after subtracting any Reimbursements; and
 - iii. the value of the lost assets shall be determined based on the Market Value, calculated as of 12:00 (noon UTC) on the business day immediately preceding the day specified in clauses 3(b) and 3(c) respectively.
7. **Part B Exclusions:** Covered Member will not be able to submit a Claim under these Cover Terms for:
 - a. Losses due to phishing, private key security breaches, malware, miner behaviour or any other activity where the Designated Protocol continues to act as intended.
 - b. Losses where the Designated Protocol was deployed primarily for the purpose of submitting a Claim under this Cover and not for real usage by the User.
 - c. Losses occurring during the Cover Period if:
 - i. the event occurred before the Cover Period began; or
 - ii. a public bug disclosure or warnings related to the event were made for the Designated Protocol before the Cover Period began; or
 - iii. where a public bug disclosure or warnings related to the event were made for the parent protocol before the Cover Period began, and the Designated Protocol is a fork of that parent protocol.
 - d. Losses resulting from movements in the market price of assets used in, or relied upon, by the Designated Protocol except for any losses caused by asset price movements where the price movement meets the definition of oracle manipulation under clause 5(a)(ii) (Sudden and Severe Economic Event).
 - e. For Losses under Part B only: Losses resulting from the de-peg of any asset that the Designated Protocol generates.
 - f. Losses resulting from the Owners or Controllers of the Designated Protocol confiscating or stealing funds from Users in line with the permissions of the Designated Protocol irrespective of the individual or entity that has access to the private keys of the Owner or Controller accounts (*"rug pull" exclusion*).
 - g. Losses due to the user interface or website errors where the Designated Protocol continues to act as intended.
 - h. Losses due to the failure of any components of the Designated Protocol that are used to bridge assets from one blockchain to another.
 - i. Losses that occur prior to the Cover NFT being transferred to another address unless it meets the criteria listed in clause 5(b) and 5(c).

PART C: DEPEG SPECIFIC TERMS

8. **Part C Covered Event:** Subject to clause 10 (Part C Exclusions) and these Cover Terms, Nexus Mutual *may* approve a Claim, if, during the Cover Period, the Reference Value of the Covered Token and the Market Value of the Covered Token differ in price by more than the Depeg Percentage for a continuous period of at least the Depeg Time.
9. **Part C Claim Amount and Process:**
 - a. The Covered Member must transfer one Covered Token, or the equivalent in any Approved Covered Token Derivative, for each Unit of Claim to Nexus Mutual before submitting a Claim for Assessment. Once the Claim is approved, this Covered Token, or equivalent Approved Covered Token Derivative, is swapped for the Claim Amount payment. If the Claim is denied, Nexus Mutual shall return the Covered Token, or equivalent Approved Covered Token Derivative to the Covered Member.
 - b. Claim Amounts are subject to the Sublimit per Covered Token listing in the Annex as well as the overall Cover Amount.
10. **Part C Exclusions:** Covered Member will not be able to submit a Claim under these Cover Terms for any of the following:
 - a. Any smart contract or other technical issue related to the Covered Token or any Approved Covered Token Derivative unless that specifically results in the depeg of the Covered Token as per clause 8 (Part C Covered Event).
 - b. Depeg of any asset other than the Covered Token.
 - c. if, the Covered Member has not held the Covered Tokens, or an equivalent in any Approved Covered Token Derivative, for at least 72 hours prior to the beginning of the Covered Event specified in clause 8 (Part C Covered Event).

PART D: SLASHING SPECIFIC TERMS

11. **Part D Covered Event:** Subject to clause 13 (Part D Exclusions) and these Cover Terms, Nexus Mutual *may* approve a Claim, if, during the Cover Period, the aggregate Penalties and Slashing incurred across all of the Covered Validators exceed the Deductible within any continuous 40 day period. The Deductible shall be set out in the Annex and may be expressed either as a fixed monetary amount or as a percentage of the Cover Amount.
12. **Part D Claim Amount and Process:**
 - a. **Claim Amount:** The Claim Amount shall be calculated as 100% of Penalties and Slashings lost in the Covered Event, less the remaining Deductible. If the Covered Validators Exposure exceeds the Covered Validator Limit, the Claim Amount shall be reduced proportionally. The final Claim Amount is subject to any applicable Sublimits specified in the Annex, which may be determined by the network or include a Part D Sublimit. The total Claim Amount is capped by the remaining portion of the Cover Amount.

13. **Part D Exclusions:** Covered Member will not be able to submit a Claim under these Cover Terms for any of the following Excluded Penalties or Slashing:

- a. any Penalties or Slashing applied to Covered Validators during the Cover Period as a result of offenses incurred prior to the start of the Cover Period; and
- b. any form of missed rewards including, but not limited to:
 - i. any missed rewards as a result of being offline; and
 - ii. any onchain or offchain revenue in connection with the prioritisation or reordering of transactions, generally called Maximal Extractable Value or MEV.
 - iii. Any Penalties or Slashing for an offence occurring prior to the Cover Period starting.

TERMS AND CONDITIONS APPLICABLE TO PART A, PART B, PART C and PART D

14. Claim Essentials:

- a. Nexus Mutual **may** make a payment of the Claim Amount subject to the following conditions:
 - i. compliance with these Cover Terms; and
 - ii. Claim Assessors vote; and
 - iii. The Claim Amount not exceeding the remaining Cover Amount; and
 - iv. the Covered Member submitting a Claim only after the Cool Down Period for the relevant Part has ended.
 - v. the Covered Member submitting a Claim within the following timeframes. Failure to comply with these timeframes will result in the termination of the right to claim under this Cover:
 1. **For Part A:**
 - a. Claims may only be submitted during the Cover Period or Grace Period.
 2. **For Part B:**
 - a. Claims may only be submitted during the Cover Period or Grace Period.
 3. **For Part C:**
 - a. Claims must be submitted within 30 days of the occurrence of the Covered Event as described in clause 8. For the avoidance of doubt, the 30 day period starts once the depeg has continued for the Depeg Time.
 4. **For Part D:** Claims may only be submitted during the Cover Period or Grace Period.
- b. Cover ends when:
 - i. the full Cover Amount has been redeemed in Claims; or

- ii. the Cover Period specified at purchase has ended;
whichever is earlier.
 - c. **Redeeming:** subject to these Cover Terms, the Covered Member may redeem the Claim Amount within thirty (30) days from the Claim approval date. Failure to do so will result in forfeiture of the Claim.
 - a. **Cover limits:** Claims Amount for Parts A, B, C and D in the aggregate, shall be limited to the Cover Amount inclusive of the Sublimit, as specified in the Annex, regardless of the number of Covered Events that may take place.
- 15. **REPRESENTATIONS AND WARRANTIES.** By accepting these Cover Terms, the Covered Member represents and warrants that It is purchasing the Cover with full knowledge and acceptance of its terms and conditions without any reliance on any representation, warranty, advice or other statement by Nexus Mutual or any of its representatives or advisors regarding any legal, tax or accounting implications or requirements of the Cover.
- 16. **NO BENEFIT TO THIRD PARTIES.** Except as expressly set forth in these Cover Terms, none of the provisions in these Cover Terms shall be for the benefit of or be enforceable by any person other than the Covered Member.
- 17. **REIMBURSEMENTS.** The Covered Member shall take all reasonable steps to preserve any rights to Reimbursement or other recovery from any third party in connection with any Claim for any loss, and preserve Nexus Mutual's Reimbursement rights with respect thereto.
- 18. Upon approval and redemption of a Claim Amount, the Covered Member agrees and warrants to:
 - a. Promptly, and in any event no later than within 20 days, assign all rights over any Reimbursements, or rights to any Reimbursements to the Foundation; and
 - b. If assignment is not possible, allow the Foundation to pursue recovery on their behalf.

19. If the Covered Member receives any Reimbursement or other compensation (including from a third party, insurance, legal proceeding or settlement) after a Claim Amount has been paid, the Covered Member shall:
 - a. Promptly notify Nexus Mutual of the Reimbursement amount received; and
 - b. Promptly, and in any event no later than within 5 days of receipt, repay to the Foundation
 - i. The amount received as Reimbursement; or
 - ii. The Claim Amount previously paid by Nexus Mutual under these Cover Terms.
20. In no event shall the Covered Member waive any rights that could adversely affect Nexus Mutual's or the Foundation's ability to recover Reimbursement or exercise its assignment rights. Any amounts recovered by the Covered Member or by Nexus Mutual and/or the Foundation in connection with the exercise of its Reimbursement or assignment rights shall be applied as follows:
 - a. First, to reimburse Nexus Mutual for the Claim Amount paid by Nexus Mutual under this Cover and for any costs or expenses incurred in connection with such recovery; and
 - b. Second, any remaining recovered amounts shall be paid to the Covered Member.
21. The Covered Member shall not retain any compensation that results in double recovery for the same loss. In the event that the total amount recovered from all sources (including the Claim Amount, Reimbursements, or other recoveries) exceeds the Covered Member's actual loss, the Covered Member must return the excess to Nexus Mutual and/or the Entity.
22. OFFSETTING RECOVERIES. Any Claims under this Cover shall be reduced by any recoveries (including recoveries from any contractors, subcontractors, suppliers or any insurance policies or indemnities) actually paid to the Covered Member.
23. MISREPRESENTATION AND FRAUD. The Cover will be void if, whether before or after a Covered Event, the Covered Member has:
 - a. willfully concealed or willfully misrepresented any material fact or circumstances relating to this Cover, the subject thereof, or the interest of a Covered Member.
 - b. made any attempt to defraud Nexus Mutual.
24. SEVERABILITY. If any provision or provisions of this Cover shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, then the validity, legality and enforceability of the remaining provisions of this Cover (including, without limitation, all portions of any paragraphs of this Cover containing any such provision held to be invalid, illegal, or unenforceable that are not themselves invalid, illegal, or unenforceable) shall not in any way be affected or impaired.
25. TRANSFERABILITY. This Cover becomes entirely void if it is transferred to another

address that is not owned by the Covered Member. Sufficient Cryptographic Evidence must be provided that proves both the purchasing address and the transferred address are owned by the same Covered Member.

26. **ENTIRE AGREEMENT.** These Cover Terms and any applicable addendums, schedules, and Annexes constitute the entire agreement between the parties and no Member, or Nexus Mutual as a whole, shall be liable or bound to any other Member in any manner by any warranties, representations or covenants outside these Cover Terms, whether or not in writing, in relation to the subject matter of this Cover.

DEFINITIONS

"Annex" means an annex attached to the Members Smart Contract Data and forming part of the Cover, providing supplementary conditions, definitions, and further details relevant to the Cover.

"Approved Covered Token Derivative" means any of the token derivatives explicitly specified in the Annex that can be exited to the Covered Token and that can be used to deposit in advance of a Claim submission and swap for a Claim payment on the successful approval of that Claim submission.

"Block" means computer files that store transaction data within a blockchain database. All information about blockchain transactions is gathered and recorded inside these blocks and every newly generated block contains a cryptographic hash of the previous block, a timestamp, and transaction data. Once the data is validated, the block is closed. Then, a new block is created for new transactions to be entered into and validated.

"Claim" means a request by a Covered Member in accordance with these Cover Terms for reimbursement of a loss resulting from a Covered Event, subject to the Cover Amount and these Cover Terms.

"Claim Amount" means the amount requested by the Covered Member in respect of a Claim under these Cover Terms, subject to and capped at the remaining Cover Amount. The calculation methodology and further details on the Claim Amount are set forth in Parts A, B, C and D respectively.

"Claim Assessor" means a Member who assesses a Covered Member's Claim under these Cover Terms.

"Cool Down Period" means the specified period of time following the occurrence of the Covered Event during which no Claims may be made. The Cool Down Period for each relevant Part is as follows:

- **Part A:**
 - 1(a) 14 days.
 - 1(b) 100 days.
- **Part B:** 14 days.

- **Part C:** Depeg Time.
- **Part D:** 7 days.

"**Cover**" means collectively the matters which are the subject of the discretionary cover provided by Nexus Mutual as set out in the Member Smart Contract Data and these Cover Terms.

"**Cover Amount**" means the maximum amount payable under the Cover, as specified in the Member Smart Contract Data. This Cover Amount applies across Parts A, B, C and D collectively. The aggregate amount of all the approved Claim Amounts across Parts A, B, C and D inclusive shall not exceed the Cover Amount.

"**Cover Currency**" means the currency used by the Member to purchase the Cover. This can include, but is not limited to, ETH, USD, cbBTC, or any other currency as may be added by Nexus Mutual from time to time.

"**Cover NFT**" means the NFT token generated by the Nexus Mutual protocol that represents the Cover.

"**Cover Period**" means the period of time that a Covered Member is protected under this Cover, specified by the Covered Member when purchasing Cover and stated in the Member Smart Contract Data.

"**Covered Event**" for the purposes of this Cover, a Covered Event shall mean any event explicitly described in Part A, Part B, Part C or Part D of these Cover Terms, subject to their respective conditions and exclusions, collectively referred to herein as a Covered Event.

"**Covered Member**" means a Member that purchased a Cover or, where the context requires, a former Covered Member. A Covered Member may purchase a Cover on behalf of multiple Users, or, in certain scenarios, the Covered Member may be the User itself.

"**Covered Token**" means tokens specified in the Annex.

"**Covered Validators**" means the ETH proof-of-stake validators run by, or on behalf of, the covered member.

"**Covered Validators Exposure**" means the total amount of funds denominated in the native staking token that are operated by the Covered Validators.

"**Covered Validator Limit**" means the maximum amount of Covered Validators Exposure, denominated in the native staking token, as specified in the Annex.

"**Crime**" means the criminal, fraudulent or dishonest taking or appropriation of cryptocurrency assets to the deprivation of the Designated Custodian by any person that occurred or was first discovered during the Cover Period.

"**Cryptographic Evidence**" means cryptographic evidence required when the Cover NFT has been transferred after the Covered Event, consisting of sufficient cryptographic proof linking

the sender and the receiver. This could include, but is not limited to, a cryptographically signed message from the sender referencing the receiver's address or other equivalent cryptographically signed evidence

"CRS" means Collective Risk Services CIC, a company (Company Number 11353187) which has its registered office at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ.

"Deductible" means the percentage of the Cover Amount or a fixed value as specified in the Annex.

"Depeg Percentage" means the percentage drop in Market Value versus Reference Value as specified in the Annex.

"Depeg Time" means the amount of time specified in the Annex.

"Designated Custodian" means the Centralized Exchange (CEX) or custodian business responsible for the safekeeping of the private keys to cryptocurrency assets on behalf of their Users. Cover is provided against Designated Custodians listed in the Annex.

"Designated Protocol" means, as listed in the Annex, open source smart contract code marketed under one brand, running on one or more public blockchain networks including any directly linked layer two components but excluding the underlying blockchain network or networks and the related mining or consensus activities. Designated Protocol specifically excludes any user interfaces, including websites or any other interface that is used to interact with the Designated Protocol.

"Entity" means CRS, Foundation or any other entity designated by Nexus Mutual.

"Excluded Penalties or Slashing" means any Penalties or Slashing incurred by the Covered Validators that are not eligible for a Claim under these Cover Terms, as specified in Part D Exclusions (clause 13).

"Foundation" means Terrapin International Foundation.

"Grace Period" means the specified period of time following the occurrence of the Covered Event during which the Covered Member may submit a Claim. The Grace Period for each relevant Part is as follows

- **Part A:** 120 days following the Cover Period ending.
- **Part B:** 35 days following the Cover Period ending.
- **Part C:** 30 days following the Depeg Time ending.
- **Part D:** 35 days following the Cover Period ending.

"Market Value" means either the value of the Covered Tokens as reported on websites such as <https://www.coingecko.com/>, <https://coinmarketcap.com/> or another widely accepted equivalent; or the market value of the tokens that the Covered Tokens can be redeemed for from their corresponding smart contracts.

"Material Loss" means a loss of funds where the Claim Amount after subtracting any Reimbursement and the Deductible, exceeds the gas related costs reasonably required to operate the contract.

"Member" means an individual or entity who has paid their Membership Fee and is entered in Nexus Mutual's register of members and, where the context requires, a former member.

"Member Smart Contract Data" means data held on the Ethereum Network in relation to a specific Member.

"Nexus Mutual" means Nexus Mutual DAO.

"Owner or Controller" means the blockchain address or addresses which have permission to upgrade, change or alter the Designated Protocol either in part or in full.

"Penalties and Slashing" means all deductions made from the Covered Validators less any Excluded Penalties.

"Reference Value" means the intended value of the token in the Reference Currency. The Reference Value depends on how the Covered Token is implemented. For example, the Reference Value can be either:

- directly expressed as the number of Covered Tokens where the Covered Tokens are designed to have a 1-to-1 basis with the Reference Currency (*eg, like a rebasing token*); or
- indirectly expressed where the number of Covered Tokens has a defined programmatic relationship to the Reference Currency (*eg, like a non-rebasing token*); or
- indirectly expressed where the number of Covered Tokens is designed to represent proportional ownership of a liquidity pool that accumulates in value relative to the Reference Currency (*eg like an ERC-4626 token*); or
- expressed via some other representation.

"Reference Currency" means either:

- USD, GBP, EUR or other national currencies; or
- ETH, BTC or other crypto currencies.

"Reimbursement" means any current, past, or future indemnification, reimbursement or recovery or right to indemnification, reimbursement or recovery of an approved and redeemed Claim made under the Cover, or promised to be made, or made available to Covered Members.

"Sublimits" means the sublimits contained in the Annex. The Sublimit is part of the Cover Amount and not in addition.

"Sudden and Severe Economic Event" means the event must:

- A. be clearly outside the normal or intended operation of the Designated Protocol;
and

- B. be caused by either:
- a. oracle manipulation or failure; or
 - b. severe liquidation failures where liquidation processes of the Designated Protocol clearly fail to operate correctly; or
 - c. governance takeovers where a malicious actor forces through a malicious upgrade to a Designated Protocol smart contract.

"Unit of Claim" means the amount specified in the Annex for each Covered Token, representing the value received when one Covered Token is swapped. For example, if the Unit of Claim is defined as 0.95, then on a successful claim, 0.95 units of Cover Currency are paid as a claim for each Covered Token (or the equivalent in Approved Covered Token Derivative) that is swapped.

"User" means the end-user of the Designated Protocol and/or the Designated Custodian.

