

Terms and Conditions of Grant

THE APPLICANT ACKNOWLEDGES AND AGREES THESE TERMS AND CONDITIONS IN FAVOUR OF B1 as follows:

1. INTERPRETATION

1.1. In these terms and conditions (**T&Cs**):

1.1.1. **Affiliate** means any entity that directly or indirectly controls, is controlled by or is under common control with a party and in respect to an individual includes their family members and business partners;

1.1.2. **Applicant** means you, being a person who makes an application for a Grant;

1.1.3. **B1** means block.one Investments 1 an exempted company incorporated in the Cayman Islands with limited liability (registered no. PA-326400);

1.1.4. **Privacy Policy** means B1's privacy policy which can be found at which can be found at <https://eos.io/legal/privacy-policy/>; and

1.1.5. a reference to a person includes a reference to a corporation, body corporate, association or partnership as well as its successors and permitted assigns.

2. GRANT

The Applicant wishes to make an application for a grant (**Grant**) from B1 in accordance with the application and process located at vc.eos.io/grants/ (**Grant Application**). The Grant Application and the Grant are governed by the terms set out in these T&Cs. By submitting a Grant Application, the Applicant agrees to enter into these T&Cs and abide by the terms of these T&Cs. If made, Grants may be made in fiat currency or in tokens at the sole discretion of B1.

3. WARRANTIES

3.1. The Applicant represents, warrants and undertakes to B1 that all information in Applicant's Grant Application and all Further Information (as defined below) is true, accurate, complete, correct and not misleading at the time of its submission to B1 and that if the Applicant becomes aware that any information in the Applicant's Grant Application or the Further Information is untrue, incorrect, incomplete, inaccurate or misleading,

the Applicant shall immediately inform B1 in writing giving full details of the discrepancy.

3.2. The Applicant represents, warrants and undertakes to B1 that:

3.2.1. the Applicant does not and shall not for at least six months from the date of their Grant Application, act as, operate, act in conjunction with, own any interest in, have any control over or finance a block producer on any public or permissionless blockchain based on the EOSIO;

3.2.2. the Applicant has and will at all times conduct its activities and business in accordance with, and has and will act in compliance with, all applicable laws and regulations of any relevant jurisdiction, including without limitation all securities laws and regulations, the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 and laws relating to virtual currencies; and

3.2.3. the proceeds of any Grant given by B1 to Applicant shall only be used by the Applicant for the purposes set out in the Applicant's Grant Application, shall not be transferred to any other person or entity or used for any other purpose and shall not be applied against any expenditures of the Applicant prior to the date of receipt of the Grant.

3.3. The Applicant warrants and undertakes to B1 that the following matters are true, complete and correct as at the date of its Grant Application:

3.3.1. the Applicant does not and does not propose to engage, directly or indirectly in the sale, distribution or transfer of any blockchain asset or other digital or digitalized asset created by or for the Applicant or any of its Affiliates that breaches any laws including without limitation laws relating to securities and virtual currencies; and

3.3.2. the Applicant is not and none of its officers, directors, employees, agents or affiliates are persons that are or are owned or controlled by

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persons who are (i) the subject of any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury in the United Kingdom, or any other sanctions authority (**Sanctions**), or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions.

- 3.4. The Applicant undertakes to make all relevant tax filings as it may be required to make in accordance with applicable law, to provide copies of the same to B1 on request and to pay all taxes due on the amount of any Grant as required by applicable law.
- 3.5. The Applicant undertakes to B1 that it (directly and indirectly through its Affiliates and related parties) (i) has made only one Grant Application and has not received any previous investment, grant or other funding of any nature from B1, unless B1 is aware of the same and has given the Applicant explicit approval in writing to make this Grant Application, and (ii) will not make any further Grant Applications without the prior written consent of B1.
4. **BREACH**
- 4.1. Where the Applicant is in breach of any of the provisions of these T&Cs or any other documents relating to a Grant or Grant Application, without prejudice to any other rights, remedies or claims that B1 may have under these T&Cs or any other agreement or otherwise at law, B1 may require the Applicant to immediately repay to B1 an amount equivalent to any Grant given to the Applicant by B1.
- 4.2. The Applicant shall be responsible for all of its own costs, expenses and taxes relating to the Grant Application, supporting documentation, follow up queries, the Grants process and any Grant and in no circumstances shall B1 be liable for such costs, expenses or taxes.
- 4.3. If applicable laws or regulations require B1 to make any withholding for

tax or other purposes in respect of the Grant, the Applicant hereby authorises B1 to make such withholding from the Grant and to transfer any sums withheld to any tax or other authority requiring the same.

5. MAKING OF GRANTS

- 5.1. B1 may contact the Applicant to request further information including "know your client" identificatory type documentation, if applicable the Applicant's bank account details (which must be in the name of Applicant) for receipt of any Grant and such other information, evidence and documentation as B1 may in its discretion require to consider and decide whether to approve the Applicant's Grant Application (**Further Information**). B1's request for any Further Information and Applicant's provision of Further Information does not in any way create any obligation on B1 to make a Grant to the Applicant which shall remain at the sole unfettered discretion of B1.
- 5.2. Where any information in the Grant Application or in the Further Information contains individual personal data the Applicant undertakes to B1 that the Applicant has obtained consent from the relevant individual to provide such information to B1 for the purposes of the Grant Application and as otherwise contemplated by these T&Cs and that the Applicant has provided to the relevant individual a copy of the Privacy Policy. The Applicant has reviewed and agrees to the terms of our Privacy Policy.
- 5.3. If B1 decides in its absolute discretion after all investigations and after receipt of all information and documentation requested by B1 to make a Grant to the Applicant, B1 or B1's Affiliate shall transfer such Grant amount (less any withholdings pursuant to clause 4.3) in tokens, US dollars or such other currency as B1 shall determine, in its sole discretion, to the bank account details of the Applicant notified to B1 in writing or B1 shall notify to the Applicant the wallet details for the tokens. B1 shall not be liable for any further payments or obligations to the Applicant, including without limitation any liability if the Applicant provides

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the wrong bank details or if the Applicant is unable to access the funds or the wallet or otherwise fails to receive such funds or tokens for any reason.

6. **ACKNOWLEDGEMENTS**

6.1. The Applicant acknowledges that it understands and agrees that:

6.1.1. B1 has the sole and absolute discretion to accept, proceed with, approve, take no action in respect of and reject Grant Applications at any time and in any manner and in any amount, currency or tokens;

6.1.2. B1 has the right, in its sole discretion and without incurring any liability to any person to modify, withdraw or terminate the grants program at any time and for any reason;

6.1.3. B1 may make third party enquiries and searches in respect of an Applicant and a Grant Application and for this purpose we may need to share the Applicant and its Affiliates' personal data with such third party;

6.1.4. B1 may share information or documentation provided by the Applicant with its Affiliates, employees, agents, advisers and other representatives for the purposes of considering the Applicant's Grant Application; and

6.1.5. the submission of a Grant Application does not create any obligation on B1 to review, consider, accept, approve or otherwise deal with such Grant Application or any part of any Grant Application in any way and B1 shall be under no obligation to disclose any decision-making processes or actions or inactions in respect of any Grant Application.

6.2. Nothing in these T&Cs obliges B1 to deal exclusively with the Applicant.

6.3. All decisions of B1 in respect to Grant Applications and Grants shall be final.

7. **ANNOUNCEMENTS**

7.1. The Applicant shall not disclose or announce a Grant, a Grant Application or any correspondence with B1 in

relation to a Grant or Grant Application to another person without the prior written consent of B1.

7.2. B1 at its sole discretion may disclose, announce and publicise the details of a successful Grant to the Applicant in any manner it shall choose. The Applicant grants B1 and its Affiliates a limited, non-exclusive, non-transferrable (except to Affiliates), worldwide, royalty free licence to use the Applicant's name and, if applicable logo, for this purpose.

8. **INFORMATION**

8.1. If successful in applying for a Grant, the Applicant must, if requested by B1, provide updates at six months and twelve months from the date of the Grant in the format notified by B1 to the successful Applicant from time to time.

8.2. Following receipt of a Grant, the Applicant must keep accurate detailed records on expenditure of the Grant.

8.3. On written request by B1 the Applicant must provide such information, documentation and evidence as B1 shall reasonably request in relation to the Grant.

9. **GENERAL**

9.1. The Applicant may not vary any terms of these T&Cs. B1 may make amendments to the terms of these T&Cs by notifying the Applicant in writing.

9.2. The parties acknowledge that damages may not be an adequate remedy for a breach of these T&Cs and B1 is entitled to the remedy of injunction, specific performance and other equitable relief for a threatened or actual breach of these T&Cs.

9.3. Except for B1's Affiliates, a person who is not a party to these T&Cs has no right to enforce any term of these T&Cs.

9.4. In the event that any signature to any agreements relating to the Grant is delivered by PDF format file or by electronic signature, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and

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effect as if such PDF signature page or electronic signature page were an original thereof. Transmission by email or other form of electronic transmission of an executed counterpart of the relevant agreement shall be deemed to constitute due and sufficient delivery of that agreement.

10. **NOTICES**

A notice under or in connection with these T&Cs or the Grant (a **Notice**) shall be in writing, shall be in the English language, and shall be delivered personally or sent by first class post prepaid recorded delivery or by email to the Applicant at its email address set out in the Grant Application, to B1 at notices@block.one or to another address specified by a party by not less than 7 days' written notice to the other party.

11. **GOVERNING LAW**

These T&Cs and the Grant and all matters and documents arising from or connected with these T&Cs and the Grant are governed by English law.

12. **JURISDICTION**

- 12.1. The courts of England and Wales have exclusive jurisdiction to settle any dispute arising from or connected with the Grant or these T&Cs (a **Dispute**).
- 12.2. The Applicant agrees that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.
- 12.3. The documents which start any proceedings relating to a Dispute and any other documents required to be served in relation to those proceedings may be served on the party due to receive them in accordance with clause 10.