

Taraxa Protocol

Grant Program Terms and Conditions

The Taraxa Protocol Foundation, a Panama foundation (the “**Foundation**”) has launched the Taraxa Grants Program (the “**Program**”) pursuant to these terms (“**Terms**”). These Terms will govern the issuance of grant of TARA tokens that aim to improve, develop and enhance the Taraxa Protocol’s functionality and adoption (the “**Grant(s)**”). By applying for or accepting a Grant, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not apply for or accept a Grant. If you are applying for or accepting a Grant on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms. In that case, “you,” “your,” or “Grantee” will refer to that entity.

These Terms, any Grant application, any additional application requirements, criteria or guidance relating to the Program may be amended and/or updated from time to time and available at <https://www.taraxa.io/grant>.

1. **Grant Programs & Purpose.** All Grants are subject to the successful completion of know-your-customer (KYC) inquiries, any prescribed deliverables, restrictions, or other conditions as determined by the Foundation in its sole discretion. These Terms, together with any applicable exhibit or schedule, constitute the entire agreement which will bind both the Foundation and the Grantee for the purposes of the Grant.

2. Eligibility

2.1. You must be 18 years or older and capable of forming a binding contract with Foundation, and not otherwise barred from using the Taraxa Protocol under applicable law.

2.2. You represent and warrant that you are not directly or indirectly owned or controlled by any person or entity (a) included on the specially designated nationals and blocked persons or the consolidated sanctions list maintained by the Office of Foreign Assets Controls (“**OFAC**”) or similar list maintain by any government entity from time to time; (b) located, organized, or resident in a country or territory that is the target of sanctions imposed by OFAC or any government entity; or (c) the United States.

2.3. The Foundation may require you to furnish such documents and personal information so as to prove your identity, status and/or eligibility to receive a Grant. The Foundation reserves the right to reject your application or eligibility for a Grant if such you are unable to furnish such documents or information to the Foundation’s satisfaction.

2.4. The Foundation will inform applicants on the outcome of their applications after the application process is fully concluded. Subject to applicable law, the Foundation reserves all right to accept or reject an application and whether or not to award a Grant.

2.5. Grantee will perform the activities described in the Grant (the “**Grantee Activities**”) in accordance with the terms and conditions set forth in each such Grant and these Terms and with any applicable laws. Grantee will not participate in or encourage any attacks on the TARA community, including but not limited to: (i) technical attacks, hacking, theft of the TARA community funds, or fraud, (ii) any conduct reasonably anticipated to cause harm to the TARA community or the Foundation, or (iii) any other activity that Foundation considers to be malicious or unlawful activity, in its sole discretion.

3. **Grant Distribution.** As Grantee’s sole compensation for the performance of Grantee Activities, Foundation will pay Grantee the amounts specified in each Grant in accordance with the terms set forth therein. All amounts set forth in the Grant, if any, are stated in and are payable in TARA. The parties will use their respective commercially reasonable efforts to promptly resolve any payment disputes. Grantee

understands and acknowledges that: (i) Foundation will not be involved in the operation of any Grantee Activities; (ii) by providing the Grant, Foundation is only granting TARA to Grantee and is not conducting any Grantee Activities and (iii) these Terms does not constitute a sale of virtual assets to the public.

4. Relationship of the Parties

4.1. Grantee represents, warrants, and covenants that Grantee will comply, and Grantee's affiliates and any persons acting on Grantee's or Grantee's affiliates' behalf will comply, at all times with all laws applicable to it or them (as the case may be), including statutes and regulations relating to anti-money laundering, countering the financing of terrorism, sanctions, anti-bribery, anti-corruption, gaming and gambling.

4.2. Nothing in these Terms will be construed as establishing an employment or agency relationship or partnership between Foundation and Grantee. Grantee has no authority to bind Foundation by contract or otherwise.

4.3. Grantee will, to the extent required, report to all applicable government agencies as income all compensation received by Grantee pursuant to these Terms.

4.4. Subject to the terms of this Section 4.3 and these Terms generally, Foundation hereby grants to Grantee a worldwide, non-exclusive, royalty-free, fully paid-up, license during the term of these Terms, to use Foundation's name (i.e., the Taraxa Foundation) and the then-current logo (the "**Foundation Marks**") for purposes of publicizing the activities and fulfilling the Grantee Activities contemplated by these Terms. Any use of a Foundation Mark by the Grantee must: (i) correctly attribute ownership of such mark to Foundation; and (ii) must be in accordance with Foundation's then-current trademark usage guidelines provided by Foundation in writing from time to time. If Foundation notifies Grantee that its use of the Foundation Marks falls below the Foundation's quality standards, or that Grantee is using the Foundation Marks in a way that is inconsistent with these Terms, Grantee will fix the issue to Foundation's satisfaction within thirty (30) days of notice, which may be extended if both parties agree. Grantee shall not use or allow use of, or attempt to register any asset that contains or incorporates any artwork, other representation, name or mark that is confusingly similar to, or that disparages, the Foundation Marks (or any element thereof).

5. Term and Termination.

5.1. These Terms will remain in force and effect for as long as Grantee is eligible to receive the payment described in the Grant. Foundation reserves the right to terminate these Terms, including the Grant, immediately upon being notified of a reasonable belief regarding the misuse of the Grant by the Grantee. Such notification may come from the TARA community. Misuse of the Grant includes, but is not limited to, activities such as fraud, misappropriation, deviation from the Grantee Activities, or any actions that are contrary to the terms of the Grant. Foundation, in conjunction with the TARA community, reserves the right to conduct further investigations into the misuse of the Grant and to take appropriate actions. If, following the investigation carried out by Foundation and the TARA community, it is determined that Grantee did not misuse the Grant, Grantee and Foundation may engage in good faith negotiations to execute a new grant agreement pertaining to the Grant.

5.2. Upon the expiration or termination of these Terms for any reason: (i) Grantee will no longer be eligible to earn fees for the completion of milestones described in the Grant; and (ii) if applicable, Grantee shall promptly return all amounts of the Grant that Foundation has provided for Grantee Activities not rendered. The rights and obligations of the parties under Sections 2.5 (last sentence only), 5.2, and 6 and 7 will survive the expiration or termination of these Terms.

6. LIMITATION OF LIABILITY. IN NO EVENT WILL FOUNDATION BE LIABLE FOR ANY

SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF FOUNDATION HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. FOUNDATION'S TOTAL LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE GRANT. THIS DOES NOT CONSTITUTE A SALE OF VIRTUAL ASSETS TO THE PUBLIC. THE GRANTEE HAS BEEN PRIVATELY OFFERED THE TARA TOKENS IN CONSIDERATION OF ANTICIPATED FUTURE CONTRIBUTIONS TO THE TARA COMMUNITY ON THE TERMS SET OUT IN THIS AGREEMENT. IF GRANTEE DOES NOT UNDERSTAND THIS TO BE THE CASE, PLEASE DISCUSS WITH THE FOUNDATION IMMEDIATELY.

7. **General.** Grantee may not assign or transfer these Terms, by operation of law or otherwise, without the Foundation's prior written consent, and any attempt by Grantee to do so, without such consent, will be void. Subject to the foregoing, these Terms are binding upon and will inure to the benefit of each of the parties and their respective successors and permitted assigns. If any provision of these Terms is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the parties, and the remaining provisions of these Terms will remain in full force and effect. These Terms, including the Grant, is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. These Terms may be amended or modified only by a written document executed by duly authorized representatives of the parties. Nothing in these Terms will be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent. Except as expressly set forth in these Terms, the exercise by either party of any remedy under these Terms will be without prejudice to its other remedies under these Terms or otherwise. Either party's failure to enforce any provision of these Terms will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of these Terms will be effective unless it is in writing and signed by the party granting the waiver. These Terms will be governed by and construed in accordance with the laws of the Republic of Panama, without regard to or application of conflicts of law, rules or principles. Any controversy, dispute or claim between the parties arising out of or relating to these Terms (including, without limitation, the breach, existence, interpretation, performance, termination or validity thereof), shall be referred to and finally resolved by binding arbitration to be administered by the Panama Conciliation and Arbitration Centre in accordance with its procedural rules. The place of arbitration shall be in Panama City, Panama and the arbitration shall be heard in the English language and determined by a sole arbitrator. Any award or decision made by the arbitrator shall be in writing and shall be final and binding on the parties, and judgment upon any award thus obtained may be entered in or enforced by any court having jurisdiction thereof. these Terms. If any litigation or arbitration is necessary to enforce the terms of these Terms, the prevailing party will be entitled to have their attorney fees paid by the other party. Each party waives any right it may have to assert the doctrine of *forum non conveniens*, to assert that it is not subject to the jurisdiction of such arbitration or courts or to object to venue to the extent any proceeding is brought in accordance herewith. All notices required to be sent hereunder will be in writing and will be deemed to have been given when sent by email, with receipt confirmed. These Terms may be executed in any number of counterparts.