

EMERGING TECHNOLOGY ASSOCIATION

GRANT PROGRAM TERMS AND CONDITIONS

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“Shared Definitions”. The Emerging Technology Association Shared Definitions (the **“Shared Definitions”**), available at <https://www.emergingte.ch/policies/> (or such other Internet URL as ETA may determine from time to time), are hereby incorporated herein by this reference and made a part hereof. Any capitalized terms not defined herein shall have the meanings set forth in the Shared Definitions.

As described in the Shared Definitions and elsewhere, ETA operates the Program, whereby it makes Grants to certain Program Associates (Grant Applicants) in support of its Mission.

“Program Terms”. This “Emerging Technology Association Grant Program Terms and Conditions” is the **“Program Terms”** as defined in the Shared Definitions. Note that the Shared Definitions designate the Program Terms as one of the **“Policies”**. As described in the Shared Definitions, the Program Terms provide for the governance, operations, and mechanics of the Program, including the Grant Application and Grant awarding processes.

NOTE – These Program Terms supplement, but do not replace, the other Policies and also supplement all agreements entered into by and between Program Associates and ETA, all of which are hereby incorporated herein by reference. Also, separate from the Program Terms, the other Policies, and such agreements, additional Program details, including Application Guidelines and FAQs relating to the Program, all as amended from time to time (collectively, the **“Program Materials”**) may be published on the Website. In the event of any inconsistencies between the Program Materials and these Program Terms, the provisions of the Program Terms shall control.

Introduction.

Reminder - please see the Shared Definitions for the meanings of certain commonly used defined terms.

ETA’s “Mission” is to support open source and transparent research and development of emerging technologies and frameworks for community building and governance by way of receiving donations/grants/contributions (“Contributions”) from unaffiliated entities (“Contributors”) and issuing Grants to a broad array of experts, developers, and scientists around the globe (“Grant Recipients”). See the definition of the “Program” for additional details.

ETA is subject to the governance and voting outcomes of certain DAOs which operate in connection with ETA. The “DevDAO” is one such DAO operating within ETA’s infrastructure. The DevDAO is internally governed in accordance with its software implementation of the “MVPR”.

ETA is pleased to launch, offer, and operate its Program in accordance with these Program Terms.

1. Grants.

1.1. Grant Types. The Program is based upon the Mission. As such, some Grants may be in response to Requests for Proposals published by ETA, and some Grants may be in response to Requests for Funding submitted by Grant Applicants.

1.2. Common Grant Requirements. All Grant Applications and actual Grants shall comply with the following provisions and requirements.

1.2.1. Project Plans. All Grant Applications shall contain a proposed Project Plan which meets ETA’s requirements which include, without limitation, the proposed project description, proposed budget, use of funds, and project development milestones. Grant Applications are required to state how the application or project would benefit the DAO ecosystem as a whole and the Mission.

1.2.2. Resulting IP and Publication. Any intellectual property or developments resulting from a Grant shall be published by the Grant Recipient under a publicly available open-source license selected by ETA and ETA shall also have the unlimited right to publicly publish the same as it determines in its sole discretion.

1.2.3. Other Requirements. All Grants are subject to the completion of any prescribed deliverables, restrictions, and other conditions as indicated in the final endorsed “**Award Letter**” (or alternatively, an approved Project Plan) issued to each Grant Recipient and pursuant to each applicable Grant Agreement.

1.3. Grant Agreements. All Grants approved by ETA are subject to the completion of a “Grant Agreement” by and between the Program Associate and ETA. Program Associate shall use the Grant only for the specified purpose as detailed in the Program Plan attached to the relevant Grant Agreement, within the time-frame set out on such Program Plan. There shall be no variation with respect to the Program Plan without ETA’s prior written approval. ETA has no obligation to continue funding or provide further Grants or Grant payment(s) beyond what is set out in the relevant Grant Agreement. Program Associates must complete Project Plan milestones to ETA’s satisfaction. If a Program Associate fails to do so, ETA shall be entitled to withhold the disbursement of the Grant or Grant payment(s) (or any portions thereof). For the avoidance of doubt, ETA is not obliged to

provide any further Grant or Grant payment(s) in the event of any delay or failure relating to the relevant Project Plan.

2. Grant Eligibility.

- 2.1. Requirements. All Grant Applicants must be: (i) an adult of at least 18 years old; (ii) if not an individual, a recognized form of legal entity in good standing; or (iii) universities/professors/researchers/students from academic institutions; all of whom must have the legal capacity, power, and authority, as applicable, to be bound by these Program Terms. Furthermore, Grant Applications will only be considered if they are congruent with the Mission.
- 2.2. Excluded Jurisdictions. Program Associates may not submit Grant Applications if they reside or are domiciled in an Excluded Jurisdiction, or if there are legal restrictions in their country of residence or domicile for entering into these Program Terms, a Grant Agreement, or receiving a Grant. It is solely the Program Associate's responsibility to ensure that participation in the Program is not prohibited by any applicable law, regulation, or rule in the Program Associate's country of residence or domicile.
- 2.3. AML/CFT. Program Associates may, subject to all AML/CFT requirements, be awarded a cash Grant, the quantum, and terms of which shall be determined by ETA. Program Associates are required to provide further personal information, including, but not limited to, bank account information of an approved bank, to be eligible to receive a Grant. Program Associates shall be responsible for bearing all costs, fees, and taxes in connection with the receipt of any Grant.
- 2.4. Additional Documents. ETA may require Program Associates to furnish such documents and personal information so as to prove applicants identity, status, and/or eligibility for the Program. ETA reserves the right to reject applications or eligibility for a Grant or Program Associate status if the Program Associate does not furnish such documents or information to ETA's satisfaction. Under all circumstances, there is neither a right to be accepted as a Grant Applicant or Program Associate, nor does any party have a right to claim either.
- 2.5. Right to Disqualify/Refund of Grant. ETA shall have the unfettered right to disqualify any Grant Application, change the nature of any Grant (including awarding cash instead of tokens or vice versa), and/or require the termination or refund of any Grant to ETA if a Program Associate does not comply with these Program Terms and/or the relevant Grant Agreement. The same applies in the event of any illegality, and/or if mandated by applicable law and the need to comply therewith.
- 2.6. Non-Eligible Parties. The following are ineligible to apply or receive Grants:

- 2.6.1. Contributors;
 - 2.6.2. Project Plans which exclusively support the business and/or activities of a Contributor;
 - 2.6.3. Any party who has a close relationship with a Contributor where the Project Plan would largely support the business and/or activities of that Contributor; and
 - 2.6.4. Any party who is a close affiliate of ETA (e.g., ETA directors, officers and employees, as well as their related companies), unless such party complies with the conflict of interest provisions contained in the CoC.
3. Grant Application Process. Program Associates must follow the following steps in order to submit a Grant Application.
 - 3.1. Familiarize With Materials. Program Associates should familiarize themselves with the Policies, the Website, and all Program Materials.
 - 3.2. Submit Grant Application. Program Associates may then submit a Grant Application along with the proposed Project Plan. Please note the provisions relating to Project Plan requirements. Any incomplete/inaccurate entries shall be invalid. Incomplete, illegible, corrupted, unrecognizable formats, and untimely entries or submissions will be void and disqualified. Also, all Program Materials associated with the Grant Application should be fully and accurately completed. Please note that all Program Associates consent and agree that all personal data shall be collected, used, and disclosed in accordance with ETA's privacy policies at <https://www.emergingte.ch/policies/>. Finally, individuals applying on behalf of an organization Program Associate shall obtain all required corporate or other authorizations to bind that organization to these Program Terms, and provide evidence of such authorizations.
 - 3.3. Acknowledgement of Receipt. ETA shall engage its reasonable efforts to acknowledge receipt of a Grant Application within a week.
 - 3.4. Collaborative Revisions of Proposed Project Plan. It should be anticipated that the proposed Project Plan will receive feedback from the ETA and any applicable DAO. This may include, without limitation, further communications to determine specific details with respect to timelines, deliverables, milestones, and Grant payment(s) dates. Program Associates should work collaboratively with ETA and any applicable DAO to revise the Project Plan such that it addresses all concerns and may be considered for approval.
 - 3.5. Grant Application (Dis-)Approval. Subject to the relevant processes, Grant Applications may be conditionally approved, subject to ETA compliance review and ratification by any applicable DAO, and also subject to the parties entering into a binding Grant Agreement with the final form of the Program Plan attached. All decisions regarding eligibility/qualification/compliance for Grants is at ETA's sole discretion.

- 3.6. Additional Information. As a condition for receiving the Grant, Program Associates may be required to complete identity/AML/KYC/CFT checks. All Grants shall be subject to the provisions on ownership and intellectual property found in Section 6 of these Program Terms. Grant Recipients shall provide ETA with the capacity to examine and audit any source code relating to a Grant. This can be done by sharing a public repository or by submitting a request to ETA to have the source code examined in a private repository with full access given to ETA. All source code, documentation and work product, without limitation, shall be submitted in the English language (additional translated versions may also be submitted). In case Applicant is a legal entity, Grant Applicants are obliged to inform ETA at its own costs about the history of funding rounds which took place during the past two years. Grant Recipients might have further information obligation towards ETA as set forth in the Grant Agreement.
- 3.7. Digital Governance Requirement. If required by ETA in the Grant Agreement, any Grant Recipient must operate its governance with respect to the Grant using an ETA approved digital governance software implementation. Please see <https://emergingtechnologyass.sharepoint.com/:w:/s/Operations/EXew2263eIBOgBD9ibfbVB0BNcK50odbuQ5CDfO1KvIDSA?e=4%3AT6k1it&at=9&CID=63867fc6-ba9f-5167-05cb-87c066a216b1> for additional details.
- 3.8. Documentation. Adequate documentation is required as a condition for all Grants. ETA may, after reviewing the Grant Application, come back with the suggestions to improve the proposed documentation before awarding a Grant or milestone payment. ETA may impose repository guidelines to ensure accessibility of Projects to the community of developers and end-users, and to simplify the assessment of Project deliverables.
- 3.9. Substantiation of Grant Applications. ETA shall have the right to substantiate/audit/verify all Program Associate's details/information provided. ETA may require further documents or information. If such a request is made and the Grant Applicant either fails to or does not agree to provide the same, ETA may reject the Grant Application. If at any time any information provided by a Program Associate is found to be false or misleading in any manner, the Program Associate will be disqualified from the Program and may not receive and shall be liable, on written demand, to return any Grants awarded under the Program.
- 3.10. Response Time. Program Associates are required to respond to requests for information and inquiries within five (5) business days and not doing so may be deemed by ETA as the Grant Application having been withdrawn.
- 3.11. Decisions Final. All decisions made by ETA are final and any disputes will not be entertained. All decisions of ETA on all matters relating to the Program are final and binding on all Program Associates. In the event that any Program Associate should

disagree with any of these Program Terms or any decision made by ETA, such Program Associate will have the right to withdraw the applicable Grant Application and return any Grant received.

4. Award of Grant.

- 4.1. Ongoing Communication. In addition to the transparency and disclosures required by the Program Material, during the term of a Grant, Grant Recipient shall, without limitation, provide progress updates at least every four weeks and discuss with ETA the all material developments (each, a “**Progress Update**”). Grant Applicants shall provide full access to all materials, documents, and information to allow ETA to monitor development, the use of the Grant, and/or verify all Progress Updates.
- 4.2. Manner of Distribution. Subject to the applicable Project Plan, Grants may be made in a single lump-sum distribution to Grant Recipient’s wallet address or bank account, as selected by ETA in its sole discretion. Grants may also be distributed across milestones and in tranches, also in the sole discretion of ETA. ETA is not responsible for the handling or distribution of the Grant after any distribution is made to the Grant Recipient. ETA is not liable for any loss or theft of secret keys, or any other mishap relating to the Grant.
- 4.3. Taxes. Any statutory taxes, duties, or levies as may be applicable from time to time, arising out of or in respect of any Grant shall be payable solely by the Grant Recipient. Program Associates may be required to provide certain personal information to facilitate receipt of a Grant, including completing and submitting any tax or other forms as determined by ETA. Program Associates are also responsible for complying with foreign exchange and banking regulations in Program Associate’s respective jurisdictions and reporting the receipt of the Grant to relevant government departments, agencies, or tax authorities. ETA reserves the right to withhold a portion of the Grant amount to comply with the tax laws of any jurisdiction.
- 4.4. Unclaimed Grants. In the event that a Grant Recipient fails to claim a Grant or is unreachable within 30 days following the scheduled distribution, ETA reserves the right to withdraw the Grant and cancel the transfer of the Grant to the Grant Recipient.

5. Acceptable Use Policy (“AUP”).

- 5.1. CoC. Please see ETA’s Code of Conduct (“CoC”) for additional information which supplements this AUP.
- 5.2. Core AUP. Program Associates may not take any action to interfere with the Program or abuse, manipulate, or insert any code or product in a manner to manipulate the Program in any way. Program Associates are required to comply with all statutes, orders,

regulations, rules, and other applicable laws. In addition, ETA requires all Program Associates to respect the rights and dignity of others. Association with the Program, including awards of Grants, is without limitation conditioned on compliance with the AUP. Program Associate agrees to support ETA with any and all of ETA's legal obligations, current or future.

- 5.3. AUP Enforcement. In the event that ETA discovers that Program Associates have engaged in unfair, excessive, or abusive usage or conduct, including any violation of the CoC or AUP, ETA reserves the right to take such actions as it may deem necessary, to the fullest extent possible under applicable law, including publishing Program Associate disqualification from the Program and requiring the immediate return of any Grants awarded to Grant Recipients under the Program.
- 5.4. Additional AUP Provisions. Program Associates shall neither cause nor encourage others with respect to any illegal, harmful, fraudulent, infringing, or objectionable activities, including but not limited to the following:
 - 5.4.1. Any act which might bring ETA, any associated DAO, or any of their affiliates into public or private disrepute;
 - 5.4.2. Grant Applications which infringe or violate any applicable laws and regulations, including AFT/CFT laws, regulations, and practices;
 - 5.4.3. Distribution of information or content in any submission or application that is illegal, criminal, false, fraudulent, deceptive, misleading, defamatory, threatening, libelous, slanderous, disparaging, harassing, obscene, pornographic, hateful, indecent, inappropriate, or injurious to any individual or entity;
 - 5.4.4. Disrupting, manipulating, or degrading the operation of the Program;
 - 5.4.5. Phishing, spamming, or pharming;
 - 5.4.6. Unsolicited contacting of Program Associates or other abusive behavior;
 - 5.4.7. Illegal advertising or fraudulent marketing activities;
 - 5.4.8. Infringing or misappropriating the rights of others; and
 - 5.4.9. Creating a cyber or other security risk for ETA, any associated DAO, the Program, or any Program Associate.

- 5.5. In the event that ETA discovers or learns that any Program Associates has engaged in unfair, excessive, or abusive usage or conduct, ETA reserves the right to take such actions as it may deem necessary, to the fullest extent allowed under law, to protect the ETA and any associated DAO from losses, damages, harm, or degradation of any form or manner, including publishing Program Associate's disqualification from the Program and requiring the immediate return of any Grants awarded to Grant Recipient under the Program.
6. Ownership & Intellectual Property. IMPORTANT - the Program Materials contain provisions relating to intellectual property rights associated with Grant Applications, Grants, Projects, and Project Plans. These are summarized below, but the Grant Agreement terms take precedence and must be reviewed and accepted by Grant Applicant prior to executing a Grant Agreement.
- 6.1. Ownership. ETA will not acquire intellectual property rights in the content or work product resulting from a Grant or Grant Application. Nevertheless, ETA does require certain assurances from Program Associates in order for Program Associates to be qualified to receive a Grant.
- 6.2. Representations, Warranties, and Covenants. Program Associates represent, warrant, and covenant, that:
- 6.2.1. Any intellectual property or work product created pursuant to a Grant shall be published under an open-source license selected by ETA;
- 6.2.2. All work product are Program Associates' own original work, with no other person or entity having any right or interest in it, excepting work product which incorporates open source materials (i.e., software, documentation, etc.) under an open source license acceptable to ETA;
- 6.2.3. Does not infringe the intellectual property right or any other rights, including but not limited to copyright, trademark, patent, trade secret, contract, and/or privacy rights of any party;
- 6.2.4. All third party intellectual property rights are clearly identified;
- 6.2.5. Program Associates possess and control all rights necessary to submit the Grant Application and Grant work product irrevocably and without restriction to ETA; and
- 6.2.6. That publication of press releases and relevant information by ETA via various media, including web posting and social media, will not infringe on the rights of any party.

- 6.3. Hold Harmless. In accepting a Grant, Grant Recipients and Program Associates agree to hold harmless and indemnify ETA against any third-party claims. If a Program Associate is accepting Project Terms on behalf of an organization, Program Associate represents and warrants that Program Associate has full authority to bind such organization to these Program Terms.
- 6.4. Use of Open Source Software. Program Associates may use open source software, provided such usage complies with the respective open source software license terms.
- 6.5. Open Source Licensing of Work Product. It is a condition for all Grants that Program Associates agree to make all materials, data, processes, documents, deliverables, results, information, discoveries, inventions, improvements, know-how and the like conceived, created, developed, or generated by, during the course of, and/or as a result of completing the deliverables under the Project Plan, whether or not patentable, and all related patents, copyrights and other intellectual property rights in any of the foregoing (collectively the “**Inventions**”) available to the public and published under an open source licence approved by the Open Source Initiative (e.g. MIT, Apache 2.0 or GNU General Public License) and acceptable to ETA.
- 6.6. ETA can use Program Associates’ Content. Program Associates hereby grant to ETA and any applicable DAO the unlimited, global, and free right and permission to publish, broadcast, and/or otherwise use or reuse all information and materials relating to Grant Applications, Grants and Grant work product submitted by Program Associates (“**Content**”) in any media (including social media) throughout the world for promotional or DAO ecosystem building purposes without additional review, compensation, or approval from Program Associate.
- 6.7. Use of Content. Program Associates grant ETA the right to edit or translate Content for promotional or DAO ecosystem building purposes.
- 6.8. Third-Party Content. Program Associates have the right to submit Content for ETA’s use. Program Associates shall ensure that Content does not contain third-party copyrighted material, or material which is otherwise subject to any third-party proprietary rights unless Program Associates have permission from the rightful owner of the material, or Program Associates are otherwise legally entitled to make use of the material (and to grant to ETA all the license rights outlined herein). By submitting Content, any Program Associate represents that such Program Associate is legally allowed to share the Content with ETA. Program Associates will pay all royalties and other amounts owed to any person or entity based on submitted Content, or resulting from ETA publishing such Content.

- 6.9. Waiver. Program Associates hereby waive all rights of publicity, intellectual property rights, and any other legal or moral rights that might preclude ETA's use of Content and Inventions for promotional or for DAO ecosystem building purposes.
- 6.10. Responsibility. Program Associates are responsible for Content and Inventions. All information, Content and Inventions submitted to ETA, whether publicly posted or privately transmitted, are the sole responsibility of the Program Associate.
- 6.11. Other Grant Applications. Program Associates agree and acknowledge that many Grant Applications will be submitted and that such Grant Applications may be similar or identical in theme, idea, format, or other respects to each other. Program Associates acknowledge and agree that ETA and any applicable DAO do not now have, nor will they have in the future, any duty or liability, direct or indirect, vicarious, contributory, or other liability, responsibility, or obligation, with respect to the alleged or actual infringement or protection of any copyright or other intellectual property right belonging to any Program Associate.
7. ETA Responsibilities. ETA is not liable for any damages or losses related to Program Associates' participation in the Program. ETA explicitly disclaims any and all involvement in disputes between Program Associates, or between a Program Associate and any third party relating to any aspect of the Program. All Program Associates release ETA and all applicable DAOs, their board members, officers, employees, and other affiliates, from claims, damages, losses, and demands of every kind, known or unknown, special or consequential, directly or indirectly incurred by the Program Associate. All content Program Associates access is at their own risk. Program Associates are solely responsible for any resulting damage or loss to any party. Program Associates acknowledge that their content and data may be used by ETA in accordance with the Program Materials and agree to hold ETA harmless from any and all claims against ETA which may arise out of ETA's use of Program Associate's content and data.
8. Other Websites. The Website may contain links to other websites. When Program Associates access such websites, Program Associates do so at their own risk. ETA and any applicable DAO do not control or endorse those websites. Information Program Associates submit or provide to such websites may be governed under such website's separate privacy policies, if any, not ETA's privacy policy.
9. ETA Intellectual Property. An award of a Grant shall not entitle any Program Associate to any intellectual property rights, including the rights relating to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names (including without limitation "ETA"), Internet domain names, or copyrights in connection with the Program, ETA, the Program's infrastructure, and any applicable DAO. ETA's trademarks shall not be incorporated into Grant Applications or Project Plans without ETA's written consent. There are no implied licenses under these Program Terms, and any rights not expressly granted to Program Associates in the Program

Materials are reserved to ETA. If any Program Associate desires to use, reproduce, modify, distribute, or store any such copyrights and trademarks of ETA, or any applicable DAO, for any purpose, such Program Associate may only do so pursuant to ETA's prior written permission.

10. Disclaimers.

10.1. General Disclaimers. Except for any liability that cannot be excluded by law (e.g., gross negligence and willful misconduct), ETA and related companies and DAOs, together with their officers, directors, employees, agents, and representatives exclude all liability (including negligence) for any personal injury or for any loss or any damage (including loss of profit) whether direct, indirect, special or consequential, arising in any way out of or in connection with any Program Associate's participation in the Program, including, but not limited to:

10.1.1. termination of the Program and any distributions of Grants;

10.1.2. failure, malfunction or breakdown of, or disruption to, the operations of ETA, or any technology upon which ETA or the Program relies, due to occurrences of any kind of software attack, current or future hack, cyber-attack, distributed denials of service, error, vulnerability, defect, flaw in programming or source code, or otherwise, regardless of when such occurs;

10.1.3. any error, omission, interruption, deletion, delay, defect, theft, unauthorized access or third party interference, or any virus, error, bug, flaw, defect adversely affecting the Program;

10.1.4. failure to disclose information relating to the progress of Program Associates' Application;

10.1.5. any prohibition, restriction, or regulation by any government or regulatory authority in any jurisdiction relating to Program Associates' participation in the Program or receipt of any Grants;

10.1.6. any entry, submission or other correspondence that is late, lost, altered, damaged, incomplete, illegible or misdirected (whether or not due to any reason beyond the reasonable control of ETA);

10.1.7. any variation in the market value of a Grant;

10.1.8. any tax or regulatory liability; and

- 10.1.9. all other risks, direct, indirect or ancillary, whether in relation to Program Associates' participation in the Program, the award of Grants, or their Content and Inventions, which are not specifically or explicitly contained in or stated in these Program Terms.
- 10.2. **Token Risk Disclaimer.** Tokens are digital cryptocurrencies which are subject to a high degree of risk, volatility and illiquidity. Program Associates should make their own investigations and evaluations of digital currencies that will be delivered pursuant to a Grant. Program Associates should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding, trading and disposition of the digital currencies upon delivery, and as to the income and other tax consequences to them of such acquisition, holding, trading and disposition.
11. Indemnification/Limitation of Liability.
- 11.1. Indemnification. To the maximum extent permitted by the applicable law, Program Associates and Grant Recipients shall indemnify, defend, and hold ETA, applicable DAOs, and their affiliates (including without limitation all Contributors), and each of their respective directors, officers, employees, agents, joint ventures and representatives (the "ETA Parties"), harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against any of the ETA Parties arising out of a breach by Program Associates or Grant Recipients of any warranty, representation, or obligation hereunder or in connection with Program Associates' or Grant Recipients' participation in the Program.
- 11.2. Limitation of Liability. **TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANY ETA PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES (I) RESULTING FROM PROGRAM ASSOCIATE'S OR GRANT RECIPIENTS' ACCESS TO, USE OF, OR INABILITY TO ACCESS THE PROGRAM OR GRANTS; (II) FOR ANY LOST PROFITS, DATA LOSS, OR COST OF PROCUREMENT OR SUBSTITUTE GOODS OR SERVICES; OR (III) FOR ANY CONDUCT OF CONTENT OF ANY THIRD PARTY ON THE WEBSITE. PROGRAM ASSOCIATES AND GRANT RECIPIENTS AGREE THAT THIS LIMITATION OF LIABILITY IS A MATERIAL PART OF THESE PROGRAM TERMS AND THAT ETA WOULD NOT PROVIDE THE PROGRAM WITHOUT IT.**
12. No Assignment/No Partnership/Right of Third Parties. Program Associates and Grant Recipients may not assign their rights nor delegate their duties under these Program Terms. Any purported assignment or delegation by a Program Associate or Grant Recipient shall be void *ab initio* and of no effect. ETA and any applicable DAO may, in its sole and absolute discretion, assign its rights

and/or delegate its duties under the Program or any Grant. These Program Terms shall in no way be construed as creating the relationship of principal and agent, of partnership (including an *“Einfache Gesellschaft”* as defined under the Swiss Code of Obligations Article 530 Section et seq.), or of joint venture, as between ETA and any Program Associate, or any other person or entity involved in the Program, including any applicable DAO or any Contributor. ETA assumes no liability for any loss or damage to any person or property arising from the Program. Program Associates and Grant Recipients shall not, under any circumstances, represent that they are agents of ETA, or any applicable DAO, or any Contributor, and Program Associates and Grant Recipients shall take all reasonable precautions to avoid any perception that such relationship exists. A person who is not a current party to a non-terminated Program Associate Agreement shall not have any rights whatsoever under these Program Terms or to enforce these Program Terms.

13. Program Associate Representations, Warranties and Covenants. By accepting these Program Terms, each Program Associate hereby represents, warrants, covenants, and undertakes to ETA and any applicable DAO as follows:

- 13.1. Program Associate has read and understood all of these Program Terms;
- 13.2. Program Associate has the full power and capacity to accept these Program Terms and perform all obligations hereunder;
- 13.3. These Program Terms constitute legal, valid and binding obligations on Program Associate, enforceable in accordance with its terms;
- 13.4. Program Associate agrees and acknowledges that the Grants under the Program do not constitute securities of any form, units in a business trust, units in a collective investment scheme or any other form of capital markets product or investment and Program Associate understands that Program Associate is not guaranteed any financial return or any compensation or credit for participation in the Program or use of any Grant Application submission;
- 13.5. Program Associate agrees and acknowledges that no regulatory authority has examined or approved these Program Terms and no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction;
- 13.6. Program Associate is applying as principal and for Program Associate’s own benefit and is not acting on the instructions of, or as nominee or agent for or on behalf of any other person;
- 13.7. Program Associate shall not use any Grant awarded under the Program for any illegal purpose;

- 13.8. No Program Associate or team members of same is an individual or entity that is, or is owned or controlled by an individual or entity that:
 - 13.8.1. Is currently the subject of any sanction administered by the United States Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”) or any other United States government authority, is not designated as a “Specially Designated National” or “Blocked Person by OFAC or subject to any similar sanctions or measures imposed or administered by the United Nations Security Council, the European Union, Her Majesty’s Treasury of the United Kingdom or similar sanctions administered or imposed by the government of Swiss or any other country (collectively, the “**Sanctions**”);
 - 13.8.2. Is located, organized or a resident in an Excluded Jurisdiction; or
 - 13.8.3. Has engaged in and is not now engaged in any dealings or transactions with any government, person, entity or project targeted by, or located in any country or territory, that at the time of the dealing or transaction is or was the subject of any Sanction.
- 13.9. Program Associate has a well-developed and sufficient understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms and blockchain technology;
- 13.10. Program Associate bears the sole responsibility to determine what tax implications are resultant from the applicable Grant, and agree not to hold liable ETA or any applicable DAO liable for any tax obligation associated with or arising therefrom;
- 13.11. Program Associate waives the right to participate in a class-action lawsuit or class-wide arbitration against ETA and any applicable DAO; and
- 13.12. All of the above representations and warranties are true, complete, accurate, and not misleading from the time of their application and/or acceptance of these Program Terms and shall continue to be true, complete, accurate, and not misleading thereafter.
14. Representations and Warranties. ETA does not make nor purport to make, and hereby disclaims, any representation or warranty in any form whatsoever, including any representation or warranty in relation to:
 - 14.1. The Program;

- 14.2. Any information (without limitation) set out in the Website, the Program Materials, Grants, ETA Documents, etc.; and
 - 14.3. Any Grant Application or Grant Agreement.
15. Entire Agreement.
- 15.1. Integration. These Program Terms, along with the Program Associate Agreement, the Grant Agreement(s) (if applicable), and the Policies, represent the entire agreement between Program Associates and ETA with respect to the Program. They supersede all prior communications and proposals (whether oral, written, or electronic) between Program Associates and ETA with respect to the Program.
 - 15.2. Severability. If any of these Program Terms is rendered void, illegal, or unenforceable by any legislation to which it is subject, these Program Terms shall be rendered void, illegal or unenforceable only to that extent and no further. For the avoidance of doubt, the remainder of these Program Terms shall continue to be valid and in full force and effect and shall in no way be affected, impaired, or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction.
16. Governing Law and Jurisdiction. These Program Terms shall be governed by, and construed in accordance with, the laws of Switzerland. Any dispute arising out of or in connection with these Program Terms shall be referred to and finally resolved by the ordinary courts in Zug, Switzerland.