

Conflux Ecosystem Grants Program

Terms and Conditions

Last Updated: July 15, 2020

These terms and conditions (the “**Terms**”) for the Conflux Ecosystem Grants Program (the “**Program**”) are entered into between Conflux Foundation, Ltd. (“**Conflux**”) and you (“**you**” or “**your**”) as an applicant for a grant under the Program (a “**Grant**”). By clicking “Accept” or submitting an application to the Program, you agree to these Terms. If you are not in agree with these Terms you may not participate in the Program.

Conflux reserves the right, at its sole discretion, to amend these Terms at any time. You acknowledge that it is your responsibility to review these Terms periodically for changes. Your acceptance of a Grant or submission of reports or software code to Conflux following the posting of changes to these Terms shall be deemed acknowledgement that you accept and agree to these Terms, as amended.

1. Eligibility

- (a) If you are applying for a Grant, you represent and warrant that each of the following statements is true and accurate and all of the information you provided was and shall remain true and complete:
 - (i) if you are a legal entity, you are duly organized and validly existing under the applicable laws of the jurisdiction of your formation;
 - (ii) if you are an individual, you are of legal age to form a binding contract (at least 18 years old in most jurisdictions);
 - (iii) you have the right, power and authority to enter into these Terms, to exercise your rights and perform your obligations under these Terms and any Award Letter (as defined below) and in doing so will not violate, constitute a default under, or conflict with or cause the acceleration of any obligation under (A) your constating documents (if you are a legal entity), (B) any agreement to which you are a party or to which you are bound, (C) any judgment, decree, order or award of any court, governmental body or arbitrator having jurisdiction over you or (D) any applicable laws;
 - (iv) these Terms constitute a legal, valid and binding obligation on you which are enforceable against you in accordance with their terms;
 - (v) no consent, authorization, licence or approval of or notice to any governmental authority, your shareholders, partners, members, other registered or beneficial owners or other any relevant person (as applicable) is required to authorize the execution and delivery, validity, enforceability

or admissibility in evidence of the performance by you of your obligations under these Terms; and

- (vi) you are not a citizen of, or resident in or located in, or incorporated or otherwise:
 - (A) listed on any of the following lists (each, a “**Sanctions List**”): the Consolidated United Nations Security Council Sanctions List; the Specially Designated Nationals and Blocked Persons List or the Sectoral Sanctions Identification List maintained by the US Office of Foreign Assets Control (“**OFAC**”); the Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions; the Consolidated List of Financial Sanctions Targets or List of persons subject to restrictive measures in view of Russia's actions destabilising the situation in Ukraine, maintained by the UK Treasury; the Overall List of Sanctioned Individuals, Entities and Organizations maintained by the Swiss State Secretariat for Economic Affairs (“**SECO**”); Ordinance lists of the Swiss Federal Council; or any similar list maintained by, or public announcement of sanctions made by, any other Sanctions Authorities (as defined below);
 - (B) owned or controlled by, or acting on behalf of or for the benefit of, any person on a Sanctions List;
 - (C) located in, resident in or incorporated under the laws of Syria, Iran, Cuba, Crimea or North Korea, or any other country or territory which becomes the target of such comprehensive, country-wide or territory-wide Sanctions (as defined below) as currently apply to the aforementioned territories; or
 - (D) the target of any sanctions laws, regulations, embargoes or restrictive measures (collectively, “**Sanctions**”), as amended from time to time, administered, enacted or enforced by the United Nations, the United States, the European Union or any Member State thereof, the United Kingdom, Switzerland or the respective governmental authorities and agencies of any of the foregoing responsible for administering, enacting or enforcing Sanctions, including without limitation, OFAC, the US Department of State, the United Kingdom Treasury or the SECO (collectively, “**Sanctions Authorities**”).
- (b) You shall not register for this Program if there are legal restrictions in your country of residence or domicile for entering into these Terms or receiving a Grant. It is your sole responsibility to ensure that your participation in the

Program is not prohibited by any applicable law, regulation or rule in your country of residence or domicile.

- (c) You acknowledge and agree that the information collected by Conflux through your application for a Grant and any additional information collected as a result of participating in the Program and the use of such information shall be subject to the terms and conditions of Conflux's privacy policy (as amended, amended and restated or replaced from time to time), which is incorporated by reference in these Terms. A copy of the privacy policy can be found at <https://confluxnetwork.org/policy/>.

2. Grants

- (a) The provision of any Grant, including without limitation the size of a Grant, its payment terms and who such Grant shall be awarded to will be determined by Conflux in its sole discretion. You acknowledge and agree that Conflux shall have the unfettered right to disqualify any application, change the nature of any Grant (including awarding cash instead of CFX tokens or vice versa) and/or require the termination or refund of any Grant to Conflux if an applicant does not comply with these Terms, in the event of any illegality or if mandatory compliance with any applicable laws is required.
- (b) You are not eligible to receive Grants in CFX tokens if you are domiciled in or resident of, or physically present or located in any jurisdiction in which the Program and/or trading of CFX tokens are prohibited, restricted, or unauthorized in any form or manner whether in full or in part under the laws, regulatory requirements or rules in such jurisdiction (the "**Excluded Jurisdictions**"). Applicants from Excluded Jurisdictions may, subject to all applicable laws (including without limitation applicable anti-money laundering and anti-terrorist financing laws), be awarded a cash Grant, the quantum and terms of which shall be determined by Conflux in its sole discretion. Applicants are required to provide further personal information, including bank account information of an approved bank to be eligible to receive a cash Grant. Applicants shall be responsible for bearing all costs, bank fees and taxes in connection with the receipt of any cash Grant.
- (c) Conflux may require you to furnish such documents and personal information to prove your identity, status and/or eligibility for the Program. Conflux reserves the right to reject your application or eligibility for a Grant if you are unable to furnish such documents or information to Conflux's satisfaction.
- (d) All Grants are subject to the completion of any prescribed deliverables, restrictions or other conditions as indicated in the final award letter (the "**Award Letter**") issued to you should you be awarded a Grant. These Terms and the

Award Letter will form the Agreement which will bind both Conflux and you for the purposes of the Grant.

- (e) You acknowledge that you shall use the Grant only for the specified purpose as detailed in the final Award Letter (“**Purpose**”). The Grant shall be used to complete the Purpose within the timeframe set out and there shall be no variation of the Purpose without Conflux’s prior written approval. Conflux will not be obligated to continue funding or provide further Grants beyond what is set out in an Award Letter for that Purpose.
- (f) You shall perform the Purpose and complete the deliverables or milestones to Conflux’s satisfaction. If you fail to perform the Purpose and deliver the agreed milestones or deliverables to Conflux’s satisfaction, Conflux shall have the right to cancel the Grant or withhold the disbursement of the Grant or any portion of it. For the avoidance of doubt, Conflux is not obliged to provide any further Grants in the event of any delay or failure of Purpose.
- (g) You acknowledge and agree that you will be responsible for any statutory taxes, duties or levies as may be applicable from time to time, arising out of or in respect of any Grant.
- (h) In the event that you fail to claim a Grant or are uncontactable within 30 days of the relevant date of distribution, Conflux reserves the right to cancel the Grant.
- (i) You may be required to provide certain personal information to facilitate receipt of the Grant, including completing and submitting any tax or other forms necessary for compliance with applicable withholding and reporting requirements. You are also responsible for complying with foreign exchange and banking regulations in your respective jurisdictions and reporting the receipt of the Grant to relevant government departments/agencies or tax authorities, if necessary. Conflux reserves the right to withhold a portion of the Grant amount to comply with the tax laws of any jurisdiction.

3. Covenants

- (a) In performing your obligations under the Award Letter and these Terms, you shall use reasonable skill and care and perform your obligations in accordance with good industry practice, being practices in relation to the development of software and related deliverables, including adherence to industry codes of practice and industry standards in relation to such products and services.
- (b) You shall bear all costs and expenses incurred in connection with the Purpose.
- (c) You agree to comply with all applicable laws, rules, regulations, and any generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software and all applicable privacy and

data collection laws and regulations). To the extent required by applicable laws, you are solely responsible for obtaining or filing any approval, clearance, registration, permit, or other regulatory authorization and shall comply with the requirements of such authorization.

4. Intellectual Property

- (a) You represent and warrant that your application, submissions and entries to the Program: (i) are your own original works with no other person or entity having any right or interest in any of them; (ii) does not infringe the intellectual property right or any other rights, including but not limited to copyright, trademark, patent, trade secret, contracts and/or privacy rights, of any third party; (iii) all third party intellectual property rights are clearly identified; (iv) you possess and control all rights necessary to submit the application irrevocably and without restriction to Conflux; and (v) that publication of press releases and relevant information by Conflux will not infringe on the rights of any third party. In accepting a Grant, you agree to hold harmless and indemnify the Indemnified Persons (as defined below) against any claims in respect of the foregoing.
- (b) You may use open source software provided such usage complies with the respective open source software licence terms.
- (c) You acknowledge and agree that it may be a condition for a Grant that you 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 as a result of, completing the deliverables under an Award Letter, whether or not patentable, and all related patent, copyright and other intellectual property rights in any of the foregoing (collectively, “**Inventions**”) available to the public and published under an open source licence, including without limitation licences approved by the Open Source Initiative (e.g. MIT, Apache 2.0 or GNU General Public License).
- (d) You hereby grant to Conflux the right and permission to publish, broadcast, and/or otherwise use or reuse all information and materials relating to your submission and arising out of your participation in this Program (“**Content**”) in any media (including social media) throughout the world for promotional or ecosystem building purposes without additional review, compensation, or approval from you.
- (e) You hereby grant to Conflux the right to modify or translate any Content for promotional or ecosystem building purposes.
- (f) You shall ensure that your Content will not contain third-party copyrighted material, or material that is subject to other third-party intellectual property or other proprietary rights, unless you have permission from the rightful owner of

the material, or you are otherwise legally entitled to post the material (and to grant to Conflux all the license rights outlined in these Terms). By submitting the Content, you represent that you are legally allowed to share the Content with Conflux. You will pay all royalties and other amounts owed to any person or entity based on your Content, or on Conflux's hosting of that Content.

- (g) You hereby waive any rights of publicity, rights of privacy, intellectual property rights, and any other legal or moral rights that might preclude Conflux's use of the Content or the Inventions for promotional or for ecosystem building purposes.
- (h) You agree and acknowledge that many applications may be developed under the Program and that such applications may be similar or identical in theme, idea, format or other respects to others developed under the Program. You acknowledge and agree that the Indemnified Persons do not have now, nor shall have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright or other intellectual property right belonging to you.

5. Conflux Intellectual Property

- (a) An award of a Grant shall not entitle you to any intellectual property rights, including without limitation any rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names such as the use of the word "Conflux", Internet domain names or copyright in connection with the Program, Conflux, the CFX Tokens or the Conflux Protocol. There are no implied licences under these Terms, and any rights not expressly granted to you hereunder are reserved by Conflux.
- (b) You shall not use, reproduce, modify, distribute, or store any such copyrights and trademarks of Conflux for any purpose without the prior written consent of Conflux.

6. Confidentiality

- (a) You acknowledge that, in connection with your participation in the Program, you may be exposed to data and information, including product, technology, business, and strategy information that is confidential and proprietary to Conflux (collectively, "**Confidential Information**"). All Confidential Information shall be sole and exclusive property of Conflux and may be used by you only for assisting us in fulfilling your obligations under the Terms and any Award Letter. You may not reveal, publish, or otherwise disclose the Confidential Information to any third party without the prior written consent of Conflux, and shall protect the Confidential Information from disclosure using the same degree of care you use to protect your own confidential information of like kind, but in no event using less than reasonable care.

7. Indemnification; Limitation of Liability

- (a) To the maximum extent permitted by applicable laws, you shall indemnify, defend, and hold each of Conflux, its affiliates and their respective subsidiaries, related companies, affiliates, directors, officers, employees, shareholders, suppliers, licensors, advisors, agents, representatives, successors and permitted assigns (collectively, “**Indemnified Persons**”) harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses and liabilities (including but not limited to legal fees and expenses) arising out of a breach by you of any warranty, representation, or obligation under the Terms or any Award Letter or in connection with your participation in the Program.
- (b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANY INDEMNIFIED PERSON BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THESE TERMS, THE PROGRAM, AN AWARD LETTER OR THE USE OR INABILITY TO USE THE CONFLUX PROTOCOL, INCLUDING BUT NOT LIMITED TO DAMAGES FOR (A) PERSONAL INJURY, (B) ANY LOST PROFITS, DATA LOSS OR DATA BEING RENDERED INACCURATE, (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (D) LOSS OF GOODWILL, IN EACH CASE HOWSOEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE INDEMNIFIED PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THIS LIMITATION OF LIABILITY IS A MATERIAL PART OF THESE TERMS AND THAT CONFLUX WOULD NOT PROVIDE THE PROGRAM WITHOUT IT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE CUMULATIVE LIABILITY OF ANY INDEMNIFIED PERSON FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS, AN AWARD LETTER, THE PROGRAM OR THE USE OR INABILITY TO USE THE CONFLUX PROTOCOL EXCEED ONE HUNDRED DOLLARS (\$100).
- (c) CFX Tokens are digital cryptocurrencies which are subject to a high degree of risk, volatility and illiquidity. You agree that you will make their own investigations and evaluations of digital currencies that may be delivered pursuant to a Grant. You agree to inform themselves as to the legal requirements applicable to you 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.

8. Governing Law; Arbitration

THIS SECTION CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. THEY AFFECT YOUR AND CONFLUX'S RIGHTS CONCERNING THE RESOLUTION OF ANY DISPUTE BETWEEN YOU AND CONFLUX.

- (a) These Terms shall be governed by, and construed in accordance with, the laws of Hong Kong. Any dispute arising out of or in connection with the Program shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre in accordance with the UNCITRAL Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference in these Terms. The seat of the arbitration shall be in Hong Kong. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be in English. The results of the arbitration procedure will be considered confidential information of you and Conflux. Any arbitration decision rendered will be final and binding, and judgment thereon may be entered in any court of competent jurisdiction. You and Conflux agree that any proceeding to resolve or litigate any dispute hereunder, whether in arbitration or in court, will be conducted solely on an individual basis, and neither you nor Conflux will seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which either you or Conflux acts or proposes to act in a representative capacity. You and Conflux further agree that no arbitration or proceeding will be joined, consolidated, or combined with another arbitration or proceeding without the prior written consent of all parties to such other arbitration or proceeding.
- (b) Notwithstanding any dispute, the parties will continue to comply with their respective obligations under these Terms and any Award Letter.

9. General

- (a) The parties acknowledge that you are solely and strictly an independent contractor. These Terms do not create any relationship of association, partnership, joint venture or agency between you and Conflux. Neither you nor Conflux will have any right or authority to assume, create or incur any liability or obligation of any kind against or in the name of the other party.
- (b) These Terms set forth the entire agreement and understanding between you and Conflux with respect to the subject matter in these Terms. These Terms merge all previous discussions and negotiations between you and Conflux and supersede and replace any and every other agreement, which may have existed between you and Conflux with respect to the contents of these Terms.
- (c) The failure of either you or Conflux to exercise any right granted under these Terms, to require the performance by the other party of any provision of these Terms, or the waiver by either party of any breach of these Terms, will not

prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of these Terms.

- (d) If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
- (e) You may not sell, assign or transfer any of your rights, duties or obligations under these Terms without the prior written consent of Conflux. Conflux reserves the right to assign or transfer these Terms or any of its rights, duties and obligations hereunder to any third party.