

## **3Box Grant Program Terms and Conditions**

**Last Updated: Feb 1, 2023**

By applying for a project grant funding (a “**Grant**”) from 3Box Inc., a Delaware corporation (the “**Company**”, “**we**”, “**us**”, “**our**” and terms of similar meaning), you (“**Grantee**”, “**you**”, “**your**”) agree on behalf of yourself and your affiliates, employees, consultants, advisors, officers, directors, members, managers, partners, equity holders, agents, or representatives (all such persons being, with respect to any other person or entity, “**Representatives**”) to accept, abide by and comply with these Grant Program Terms and Conditions (these “**Terms**”) and any other Grant Program rules and regulations we publish or otherwise make available to you from time to time in connection with your grant application (your “**Application**”) and any Grant that may be awarded to you (“**Program Rules**”). When you accept a Grant and the funding proceeds for such Grant (“**Grant Proceeds**”), by doing so you reaffirm, on behalf of yourself and your Representatives, your acceptance of and agreement to abide by and comply with these Terms and all Program Rules.

IF YOU DO NOT AGREE TO ACCEPT, ABIDE BY AND COMPLY WITH THESE TERMS AND THE PROGRAM RULES, YOU SHALL NOT BE ELIGIBLE TO RECEIVE, AND YOU AGREE NOT TO ACCEPT, THE GRANT AND, TO THE EXTENT YOU HAVE RECEIVED OR RECEIVE FOR ANY REASON ANY SUCH GRANT FUNDS, YOU AGREE, IF REQUESTED BY THE COMPANY, TO RETURN TO THE COMPANY IMMEDIATELY ALL GRANT FUNDS RECEIVED FROM THE COMPANY.

ANY DISPUTE BETWEEN YOU AND US, EXCEPT DISPUTES RESOLVED IN SMALL CLAIMS COURT, IS SUBJECT TO A CLASS ACTION WAIVER AND MUST BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION. PLEASE READ THE ARBITRATION PROVISIONS SET FORTH BELOW (IN PARAGRAPHS 19 – 24) AS THEY AFFECT YOUR RIGHTS UNDER THESE TERMS.

### **The Grant Program**

1. 3Box operates a grant program (the “**Grant Program**”) pursuant to which organizations or individuals may apply for grant funding to use in carrying out a project or proposal described in the applicant’s grant application (a “**Project**”). We may invite members of the community or the general public to submit Project proposals and apply for grants with the purpose of achieving a particular goal we suggest, or members of the community or the general public may proactively submit Project proposals and apply for Grants for other Projects of their own selection or design.
2. The Grant Program is operated at our discretion, and we reserve the right to modify or cease operating the Grant Program at any time. We also reserve the right to change, modify, or amend these Terms and the Program Rules at any time, provided that any changes, modifications or amendments to these Terms and/or the Program Rules will be reflected in an updated version of these Terms and/or the Program Rules, as applicable, that will either be distributed to you or published on our website and/or mobile app. As such, we encourage you to check our websites and mobile app regularly to ensure you are aware of any changes, modifications or amendments to these Terms and the Program Rules. In addition, we will not require you to return Grant Proceeds already awarded to you, other than in the event of a violation of these Terms or the Program Rules or as otherwise set forth in these Terms (or if any Grant Proceeds are provided to you in error).

### **Grant Applications and Awards: Use of Grant Proceeds**

3. Receiving a Grant award from the Company depends on many variables, including the number of grant applications the Company receives, the quality and timing of those applications, and your compliance with the Program Rules (including any applicable Grant eligibility requirements set forth in the Program Rules) and applicable law. Your chances of receiving a Grant from the Company at any given point in time (and whether the Company will make any Grants at all at such time or during the applicable period of time) are impossible to predict, and you acknowledge that the results are unpredictable. You further acknowledge that, although the Company will endeavor to follow the criteria set forth in any applicable Program Rules when deciding whether to award a Grant to an applicant, subjectivity will play a role in such determination and ultimately such determination will be made by the Company in the Company’s sole and absolute discretion. You acknowledge

that the number of Grants, and the amount of funding for Grants, is limited, and shall be determined by the Company in its sole discretion. You further acknowledge that you have no right to receive a Grant or to appeal or challenge the Company's decisions regarding whether to award a Grant (or not to award a Grant) to you or to any other applicant.

4. Without limiting anything set forth in paragraph 3 above, elsewhere in these Terms, or in the Program Rules, by accepting these Terms, you represent, warrant and covenant to the Company that:
  - 4.1. You will use all of the Grant Proceeds for the purpose, and within the parameters, set forth in your grant application, including but not limited to any budgets or "sources and uses" documents that are approved by the Company as part of your Grant award. Except as set forth in the prior sentence, the Grant and any Grant Proceeds are not assignable or transferrable without the prior written consent of the Company.
  - 4.2. You acknowledge and agree that Grants are intended to be used for Projects independent of the Company and should not be provided to the Company and its affiliates or their respective personnel, and that therefor neither you nor any of your Representatives are also Representatives of the Company.
5. If you are awarded a Grant, the Grant funds will be disbursed to you in either cash or cryptocurrency, in each case, as determined by the Company in its sole and absolute discretion. The price of any applicable cryptocurrency can be volatile and may affect the value of your Grant. By participating in the company's Grant program, you acknowledge and agree that the value of any Grant award may be affected by the price of such applicable cryptocurrency and you accept all risk of such price volatility.
6. If a Grantee cannot be contacted within five (5) calendar days of (i) the Company's first notification attempt or (ii) attempted delivery of Grant Proceeds, if any award notification is returned as undeliverable, or (iii) if any Grantee rejects such Grantee's Grant award or does not provide required information for delivery of Grant Proceeds, or (iv) in the event of noncompliance with these Terms or the Program Rules, in the Company's discretion, such Grant award may be forfeited, and an alternate Grant award recipient may be selected by the Company in its sole and absolute discretion. Upon forfeiture of a Grant award, no compensation will be given to the party forfeiting such Grant award.
7. The Company may modify, suspend, or discontinue any payment of Grant Proceeds, and/or may require repayment of any remaining unexpended Grant Proceeds previously delivered to you if: (i) there are significant changes to your Project, leadership or other factors that the Company determines in good faith may threaten your Project's success; or (ii) you, or any of your Representatives fails to comply with these terms and conditions.

**Publicity**

8. Except with the prior written consent of the Company, you shall not (and shall ensure that your Representatives do not) announce, state, or otherwise disclose that you have been awarded a Grant, the amount of any Grant award or Grant Proceeds you receive, or any terms or conditions associated with any such Grant, provided that you are permitted to disclose such information to your Representatives who are subject to customary obligations of confidentiality to you with respect to such information and you instruct any such Representatives not to disclose such information. Notwithstanding the foregoing, you may disclose such information to the extent required by law (including any applicable court order to which you are subject).
9. The Company's intellectual property and proprietary rights, including but not limited to its trademarks, service marks, trade names, trade dress, patents and other intellectual property rights are owned by us or our licensors (who may be third-party beneficiaries of this contract) and protected by the copyright, trademark, patent and other laws of the United States and international treaties. Nothing in these Terms or the Program Rules grants to you any right to use any such intellectual property rights or proprietary rights without the prior written consent of the Company.

10. Without limiting paragraphs 8 and 9 above, you shall not use the name of the Company or any of its assumed names, fictitious corporate names, or any of its trademarks, service marks, trade names, in any public statement (including but not limited to any press release, web site posting, or blog post) or in any marketing or promotional materials, in each case without the prior written consent of the Company.

**Certain Compliance Matters**

11. Ensuring that the Grants Program, the Grants, and the manner in which Grantees carry out their Projects complies with applicable laws, rules and regulations is important to the Company. As such, and without limiting any of your or your Representatives’ obligations under these Terms or the Program Rules, by accepting these Terms, you represent, warrant and covenant to the Company that:

11.1. You understand and acknowledge that minors are not eligible to participate in the Grants Program and that neither you nor any of your Representatives that will participate in any Project of yours that is funded in whole or in part with Grant Proceeds are presently, or will be as of any applicable time, a minor in the jurisdiction in which such person is located.

11.2. You will carry out the proposal set forth in your Grant application in accordance with applicable federal, state, local, and foreign law, rules and regulations in all respects.

11.3. You understand and acknowledge that the Company will conduct a compliance screening on Grantee, and you agree to provide to the Company such information and documentation as the Company may request, in its discretion, to permit the Company to conduct such screening. As a condition to submitting your Grant application and as a condition to receiving any Grant award, you hereby represent to us that (i) neither you, nor any member of your team working on the proposal for which you received your Grant, nor any of your Representatives are in violation of any law relating to terrorism or money laundering (“Anti-Terrorism Laws”), including but not limited to Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the “Executive Order”), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of P.L. No. 107-56) (known as the “PATRIOT Act”), (ii) neither you or any of your Representatives is a person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order or a person that is named as a “specially designated national and blocked person” on the most current list published by the US Department of the Treasury, Office of Foreign Assets Control (“OFAC”) at its official website or any replacement website or other replacement official publication of such list; (iii) neither you or any of your Representatives is subject to blocking provisions or otherwise a target of sanctions imposed under any sanctions program administered by OFAC; and (iv) neither you nor any of your Representatives deals in, or otherwise engages in any transaction relating to any property or interests in property blocked pursuant to the Executive Order or any of the other laws, regulations, rules, or orders set forth above, or any applicable interpretive guidance thereunder.

11.4. If Grantee is subject to United States or foreign laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, then the Company’s obligations hereunder and with respect to the Grant are contingent upon your compliance with any such applicable export laws and regulations. Furthermore, the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government. You shall comply with applicable U.S. or foreign export control laws including without limitation the Export Administration Regulations and the International Traffic in Arms Regulations as currently codified or later amended.

11.5. By participating in the Grant Program, you agree to provide such additional verification information, tax information, certificates and certifications, and other information requested by the Company in connection with your application and Grant award, including, but not limited to, a certificate certifying that all representations and information provided by you to the Company is true and correct in all respects.

**Taxes**

12. Please be aware that in some countries, taxes will be due in connection with the Grant award (either upon receipt of the Grant Proceeds, upon use or disposition of the Grant Proceeds, and/or in connection with gain in value of Grant Proceeds held, due to interest accruals, or otherwise). Any taxes and any other expenses associated with receiving and using any Grant Proceeds are your sole responsibility. It is your responsibility to determine your specific tax liability based on your jurisdiction of residence and any other applicable factors.

**Disclaimers; Limitations of Liability; Indemnification**

13. THE GRANTS PROGRAM IS PROVIDED “AS IS” AND “AS AVAILABLE.” WE DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES NOT EXPRESSLY SET OUT IN THESE TERMS TO THE FULLEST EXTENT PERMITTED BY LAW.
14. We shall not be liable for delay or failure in performance for causes beyond our control or any other damage, cost, harm or liability which does not result from a breach of our obligations under these Terms.
15. We are not liable for losses you or your Representatives incur in connection with the Grants Program, your Grant application, Grant award or Grant Proceeds, or the carrying out or performance of your Project. We only provide the Grants Program as a means for Grant applicants to seek and potentially obtain funding for their Project. The conduct of such Projects and all results and consequences arising therefrom are the sole responsibility of the Grantee and its Representatives.
16. WE SHALL NOT BE LIABLE TO YOU OR YOUR REPRESENTATIVES FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND PROPERTY DAMAGE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL WE BE HELD LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OUR REASONABLE CONTROL. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
17. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU AND YOUR REPRESENTATIVES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION IN CONNECTION WITH THE GRANTS PROGRAM OR ANY GRANT APPLICATION, GRANT AWARD, GRANT PROCEEDS, OR ANY PROJECT OR PROPOSAL CARRIED OUT PURSUANT TO A GRANT APPLICATION OR GRANT AWARD, EXCEED ONE THOUSAND U.S. DOLLARS (US \$1,000).
18. By applying for a Grant and/or accepting or receiving any Grant award or Grant Proceeds, you agree to release, indemnify, defend and hold the Company and its Representatives harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from your or your Representatives’ application for a Grant, receipt of a Grant award or Grant Proceeds, the carrying out or performance of any Project or proposal described in any Grant application or funded with Grant Proceeds, or any other participation in the Grant Program by you or your Representatives, including but not limited to (i) any condition caused by events beyond the Company’s control that may cause the Grant or your Project to be disrupted, altered, or impaired; (ii) any claim that your Project funded pursuant to the Grant award or any content, materials, inventions, creations, developments, works of authorship, trademarks, service marks, any applications for any of the foregoing, or any other intellectual property rights or proprietary rights, or the use thereof in any manner, infringes any third party intellectual property rights or other proprietary rights; (iii) any disputes between or among you and/or one or more of your Representatives, (iv) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of any Grant award, or acceptance, possession, or use of any Grant award or Grant Proceeds, or from other participation in the Grant Program; and (v) errors in the administration of the Grant or the Grant Program.

**ARBITRATION**

19. PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ON AN INDIVIDUAL BASIS. Neither you nor the Company will seek to have a dispute heard as a class action or

private attorney general action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitrations or proceedings.

20. You and the Company agree to arbitrate, as provided below, all disputes between you (including any related disputes involving any Representative of the Company in connection in any way with the Grants Program), that are not resolved informally. "Dispute" includes any dispute, action, or other controversy, whether based on past, present, or future events, between you and us concerning the Grants Program in any manner, whether in contract, tort, warranty, statute, regulation, or other legal or equitable basis. You and the Company empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of these terms or the formation of this contract, including the arbitrability of any dispute and any claim that all or any part of these Terms or the Program Rules are void or voidable.
21. In the event of a dispute, you or the Company must send to the other party a notice of dispute, which is a written statement that sets forth the name, address, and contact information of the party giving the notice, the facts giving rise to the dispute, and the relief requested. You must send any notice of dispute to 275 S 5th Street, 15E, Brooklyn, NY 11211, United States of America. Attention: Legal. We will send any notice of dispute to you at the contact information we have for you. You and the Company will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. After that sixty (60) day period and not before, you or we may commence an arbitration proceeding. You may instead litigate a dispute in small claims court if the dispute meets the requirements to be heard in small claims court, whether or not you negotiated informally first.
22. If you and the Company do not resolve a dispute by informal negotiation or in small claims court, the dispute shall be resolved by binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the U.S. Federal Arbitration Act. YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY. Arbitration will be administered by JAMS Mediation, Arbitration and ADR Services ("**JAMS**") in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "JAMS Rules"). The JAMS Rules and instructions about how to initiate an arbitration are available at [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267. Arbitration may be conducted in person, through the submission of documents, by phone, or online. Proceedings that cannot be conducted through the submission of documents, by phone, or online, will take place in the borough of Manhattan, New York, New York, USA; provided, however, that if circumstances prevent you from traveling to New York, JAMS may hold an in-person hearing in your hometown area. You and the Company agree to submit to the exclusive jurisdiction of the federal or state courts located in the borough of Manhattan, New York, New York, USA, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator may award damages to you individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy your individual claim.
23. In accordance with the JAMS Rules, the party initiating the arbitration (either you or the Company) is responsible for paying the filing fee. However, if the arbitrator issues you an award of damages and: (a) that award is greater than the amount of our last written settlement offer; or (b) if we did not make a settlement offer, then in addition to paying for any JAMS Case Management Fees and all professional fees for the arbitrator's services, we will reimburse you for the filing fees you incurred.
24. Except as provided above with respect to jurisdiction in Manhattan, New York, New York, USA, nothing in this arbitration provision shall be construed as consent by the Company to the jurisdiction of any other court with regard to disputes, claims or controversies related to the Grants Program, these Terms or the Program Rules.

**Additional Provisions**

25. These Terms and the Program Rules shall be governed by and construed in accordance with the laws of the State of New York and the laws of the United States, without giving effect to any conflict of law principles.

26. Subject to the arbitration provisions set forth in paragraphs 19 – 24 above, you agree that any action at law or in equity arising out of or relating to these Terms or the Program Rules that is not subject to arbitration shall be filed, and that venue properly lies, only in the state or federal courts located in the borough of Manhattan, New York, New York, United States of America and you consent and submit to the personal jurisdiction of such courts for the purposes of litigating such action.
27. You agree that a Grant award is designed to facilitate your Project, and that it does not create any agency, employment, joint employer, joint venture or partnership relationship between you and the Company. To the extent any employment, joint employer, joint venture or partnership relationship with the Company or any of its Representatives may be deemed to be offered or arise with respect to you or any of your Representatives from a Grant award, you hereby expressly decline the same and shall cause all of your Representatives to do the same.
28. These Terms, together with the Program Rules, set forth all terms of the Grant and supersedes and replaces all prior understandings and agreements, whether oral or written, with respect to the subject matter of these Terms and the Program Rules. In the event of any conflict between these Terms and the Program Rules, the provisions of these Terms shall govern.
29. Any modification or amendment to these Terms or the Program Rules, and any waiver of any provisions of these Terms or the Program Rules, will be made only in writing signed by the Company or by publishing an updated version of these Terms or the Program Rules, as applicable.
30. You will notify the Company immediately if your Project is canceled or terminated, in which case you shall promptly repay any unused Grant Proceeds.
31. The provisions of these Terms are for the sole benefit of the parties hereto and confer no rights, benefits, or claims upon any person or entity not a party hereto. You may not assign, or otherwise transfer, your rights or delegate any of your obligations under a Grant award, these Terms or the Program Rules, in each case without the Company's prior written approval.
32. If any provision of these Terms or the Program Rules is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and effect of the invalid provision. The waiver by either party of a breach of any provision of these Terms or the Program Rules will not operate or be interpreted as a waiver of any other or subsequent breach.
33. The provisions of these Terms which by their nature should survive any termination of these Terms shall survive such termination, including but not limited to the provisions of paragraphs 8 through this paragraph 33.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

3BOX INC.

By: \_\_\_\_\_  
Name: Sam Doyle  
Title: Head of Finance  
Date: \_\_\_\_\_

[GRANT RECIPIENT]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_