

GRANT AGREEMENT

This Grant Agreement (“*Agreement*”) is entered into on _____, (the “*Effective Date*”), between The Arbitrum Foundation, a Cayman Islands foundation company (“*Foundation*”), and _____, an [] individual / a [] company whose address is _____ (“*Grant Recipient*”).

Foundation has been established, in part, to help promote the growth of the Arbitrum ecosystem and seeks to award grants to promote development consistent with the collective decision making of the ARB token (“*ARB*”) holder community (the “*ARB Community*”). Grant Recipient has been selected by tokenholder vote to receive a grant subject to and in accordance with the terms and conditions of this Agreement.

THEREFORE, the parties agree as follows:

1. GRANT RECIPIENT ACTIVITIES

1.1 Grants. The Foundation and Grant Recipient are entering into this Agreement in connection with [insert AIP Number], as further set forth at [URL], which describes the specific activities to be performed by Grant Recipient (the “*Grant*”).

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

2. **GRANT DISTRIBUTION**. Foundation will pay Grant Recipient the amounts specified in each Grant in accordance with the terms set forth therein. All other amounts set forth in the Grant, if any, are stated in and are payable in ARB. The parties will use their respective commercially reasonable efforts to promptly resolve any payment disputes. Grant Recipient understands and acknowledges that: (i) Foundation will not be involved in the operation of any Grant Recipient Activities; (ii) by providing the Grant, Foundation is only granting ARB to Grant Recipient and is not conducting any Grant Recipient Activities; (iii) Foundation is not, and will not be, registered as a virtual asset service provider under the Virtual Assets Services Providers Act of the Cayman Islands and the ARB tokens have not been, and will not be, registered with the Cayman Islands Monetary Authority; and (iv) this Agreement does not constitute a sale of virtual assets to the public.

3. RELATIONSHIP OF THE PARTIES

3.1 Compliance with Law. Grant Recipient represents, warrants, and covenants that Grant Recipient will comply, and Grant Recipient’s affiliates and any persons acting on Grant Recipient’s or Grant Recipient’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.

3.2 Taxes and Employee Benefits. Grant Recipient will report to all applicable government agencies as income all compensation received by Grant Recipient pursuant to this Agreement.

3.3 Trademark License. Subject to the terms of this Section 3.3 and this Agreement generally, Foundation hereby grants to Grant Recipient a worldwide, non-exclusive, royalty-free, fully paid-up, license during the term of this Agreement, to use Foundation’s name (i.e., The Arbitrum Foundation) and the then-current logo (the “*Foundation Marks*”) for purposes of publicizing the activities and fulfilling the Grant Recipient Activities contemplated by this Agreement. Any use of a Foundation Mark by Grant Recipient 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 Grant Recipient that its use of the Foundation Marks falls below Foundation’s quality standards, or that Grant Recipient is using the Foundation Marks in a way that is inconsistent with this Agreement, Grant Recipient will fix the issue to Foundation’s satisfaction within thirty (30) days of notice, which may be extended if both parties agree. Grant Recipient 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).

4. **TERM AND TERMINATION**. This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in force and effect for as long as Grant Recipient is eligible to receive the payment described in the Grant. Either party may terminate this Agreement (including all Grants) if (i) the other party breaches any material term of this Agreement and fails to cure such breach within five (5) days following written notice thereof from the non-breaching party, or (ii) at any time, for any reason or no reason, upon at least fourteen (14) days written notice. Foundation reserves the right to terminate this Agreement, including the Grant, immediately upon being

notified of a reasonable belief regarding the misuse of the Grant by the Grant Recipient. Such notification may come from the ARB Community. Misuse of the Grant includes, but is not limited to, activities such as fraud, misappropriation, deviation from the Grant Recipient Activities, or any actions that are contrary to the terms of the Grant and the Agreement. Foundation, in conjunction with the ARB 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 ARB Community, it is determined that Grant Recipient did not misuse the Grant, Grant Recipient and Foundation may engage in good faith negotiations to execute a new grant agreement pertaining to the Grant.

Upon the expiration or termination of this Agreement for any reason: (i) Grant Recipient will no longer be eligible to earn fees for the completion of milestones described in the Grant; and (ii) if applicable, Grant Recipient shall promptly return all amounts of the Grant that Foundation has provided for Grant Recipient Activities not rendered. The rights and obligations of the parties under Sections 2, 3.2, 4 (as applicable), 5, and 6 will survive the expiration or termination of this Agreement.

5. 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 RECIPIENT HAS BEEN PRIVATELY OFFERED THE ARB TOKENS IN CONSIDERATION OF ANTICIPATED FUTURE CONTRIBUTIONS TO THE ARB COMMUNITY ON THE TERMS SET OUT IN THIS AGREEMENT. IF GRANT RECIPIENT DOES NOT UNDERSTAND THIS TO BE THE CASE, PLEASE DISCUSS WITH THE FOUNDATION IMMEDIATELY.

6. **GENERAL.** Grant Recipient may not assign or transfer this Agreement, by operation of law or otherwise, without Foundation's prior written consent, and any attempt by Grant Recipient to do so, without such consent, will be void. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the parties and their respective successors and permitted assigns. If any provision of this Agreement 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 this Agreement will remain in full force and effect.

This Agreement, 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. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the parties. Nothing in this Agreement 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 this Agreement, the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. Either party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party granting the waiver. This Agreement will be governed by and construed in accordance with the laws of the Cayman Islands, 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 this Agreement (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 Cayman International Mediation and Arbitration Centre (CI-MAC) in accordance with the Arbitration Act (as amended) of the Cayman Islands. The place of arbitration shall be in George Town, Cayman Islands 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. If any litigation or arbitration is necessary to enforce the terms of this Agreement, 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. This Agreement may be executed in any number of counterparts (and the parties to this Agreement shall be entitled to rely on any such electronic signatures for the purposes of the Electronic Transactions Act (as amended) of the Cayman Islands, each of which will have the same weight and effect as originals. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act (as amended) to enforce any term of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FOUNDATION:

By: _____

Name: _____

Title: _____

GRANT RECIPIENT:

By: _____

Name: _____

Title: _____