

Concordium INCENTIVIZED TESTNET PROGRAM TERMS AND CONDITIONS

Thank you for choosing to be part of our community at Concordium Foundation (“Company”, “we”, “us”, or “our”). We have established an incentivized testnet program (the “Incentivized Testnet Program”) to compensate node runners, bakers and users who aid in testing the network in realistic conditions, with the goal of preparing a healthy, decentralized, and widely distributed mainnet. We offer a reward for those who complete, in the allotted time, certain challenges that are expressly set forth on the Incentivized Testnet Program website at www.concordium.com/testnet (each a “Challenge” and collectively, “Challenges”). By participating in any Challenge, you agree to these Incentivized Testnet Program Terms and Conditions (these “Terms and Conditions”). If you are not in agreement with these Terms and Conditions you may not participate in any of our Challenges. These Terms and Conditions shall be used for participating in our testnet and is not used for any other services offered by the Company.

THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. THEY AFFECT YOUR AND OUR RIGHTS CONCERNING THE RESOLUTION OF ANY DISPUTE BETWEEN YOU AND US.

We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms and Conditions at any time. It is your responsibility to check these Terms and Conditions periodically for changes which will be communicated on <https://developers.concordium.com/testnet/> and other suitable channels.

1. CHALLENGES AND REWARD PAYMENTS. The Incentivized Testnet Program enables testers to perform certain tasks in order to be eligible for a reward, further details of which are set out in the Incentivized Testnet Program website. Rewards are determined by completion of certain Challenges in the allotted time, as laid out on the website. Reward payments made in Concordium tokens (“GTU”) will be subject to no lockup schedule and will be distributed up to 3 months post mainnet launch. All rewards, and the amounts thereof, are at our sole discretion.

2. NOTIFICATION AND CHALLENGE CONDITIONS. You must notify us of your intent to undertake a Challenge using the mechanism specified on the Incentivized Testnet Program website. Otherwise, you are free to organize in your own discretion your time in and place at which you would like to complete the Challenge and how. You are responsible for any errors in your submissions and ensuring that any submission is complete and accurate. We have the right to accept or reject your participation in a Challenge.

3. PROHIBITED ACTIVITIES. You must not disrupt, compromise, or otherwise damage data or property owned by other parties. This includes attacking any devices or accounts other than your own (or those for which you have explicit, written permission from their

owners), and using phishing or social engineering techniques. You must not disrupt our services. Except as expressly permitted under this Agreement, you shall not, and shall not permit any third party to: (i) modify or create any derivative work of any part of our testnet, (ii) use our testnet for commercial time-sharing or service bureau use, or (iii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to our testnet.

4. LIMITATION ON REWARD PAYMENTS. Reward payments may not be issued to you if you are (a) under 18 years of age or (b) a U.S citizen, (c) in any U.S., UN, EU, or Swiss embargoed countries or (d) on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or any other restricted party lists, (e) not willing to proceed to and complete a KYC check.

5. TAXES / Social Security Contributions. You are responsible for the payment of all applicable taxes and social security contribution in connection with receipt of any reward payments, if and to the extent applicable.

6. COMPLIANCE WITH LAWS. 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 to and from Switzerland or other relevant countries and all applicable privacy and data collection laws and regulations). To the extent required by law, 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.

7. INTELLECTUAL PROPERTY RIGHTS. By participating in our testnet and participating in a Challenge you do not gain any rights thereto. All right, title, and interest in and to our testnet, including all modifications, improvements, and enhancements made thereto, and all proprietary rights therein, shall be and remain the Company's sole and exclusive property.

8. WARRANTY DISCLAIMER. THE COMPANY MAKES NO, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WITH RESPECT TO OUR TESTNET. THE TESTNET IS PROVIDED "AS IS" AND WITH ALL FAULTS.

The Company has made no promises or guarantees with respect to delivery of any future features or functions. Any discussions of any future features or functions, either prior to or following the agreement to these Terms and Conditions, are for informational purposes only, and the Company has no obligation to provide any such features or functions. You acknowledge that you have not relied on any statement, promise, assurance, or warranty that is not set out in the Terms and Conditions.

9. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR SUPPLIERS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF USE, LOST PROFITS, OR LOSS OF DATA ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR THE INCENTIVIZED TESTNET PROGRAM, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF WE OR OUR SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WE HEREWITH EXCLUDE ANY SUCH LIABILITY TO THE EXTENT PERMITTED BY LAW, IN PARTICULAR FOR SIMPLE NEGLIGENCE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE CUMULATIVE LIABILITY OF US, OUR SUPPLIERS, AND OUR LICENSORS FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR THE INCENTIVIZED TESTNET PROGRAM EXCEED FIVE HUNDRED DOLLARS (\$500).

10. INDEMNIFICATION. You agree to indemnify and hold us and our affiliates, and their officers, directors, employees, agents, suppliers, and licensors harmless from and against any and all claims, damages, losses, liabilities, costs and expenses (including, but not limited to, court costs and reasonable attorneys' fees) arising out of or in connection with any breach of these Terms and Conditions by you or your participation in the Incentivized Testnet Program, in particular for taxes and/or social security contributions applicable to you for which the Company is held liable.

11. ASSIGNMENT. You may not sell, assign or transfer any of your rights, duties or obligations under these Terms and Conditions without our prior written consent. We reserve the right to assign or transfer these Terms and Conditions or any of its rights, duties and obligations hereunder to any third party.

**12. FORUM AND
VENUE.**

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

These Terms and Conditions and performance by you and us hereunder shall be governed by and construed in accordance with the substantive laws of Swiss law, without giving effect to any conflict-of-laws principles and excluding international treaties that may provide for the application of the law of another jurisdiction. Any dispute, controversy or claim arising out of, or in relation to, this contract, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance

with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one; the seat of the arbitration shall be Zurich; the arbitral proceedings shall be conducted in English.

13. CONFIDENTIALITY. You acknowledge that, in connection with your participation in the Incentivized Testnet Program, you may be exposed to data and information, including product, technology, business, and strategy information that is confidential and proprietary to us (collectively, "Confidential Information"). All Confidential Information shall be sole and exclusive property of the Company and may be used by you only for assisting us in resolving any security issue you have reported to us. **You may not reveal, publish, or otherwise disclose Confidential Information to any third party without the prior written consent of the Company**, and you 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. For the avoidance of doubt, any security issue you have reported to us will be considered Confidential Information until after the Company releases a security advisory and updates its software or service to resolve the issue reported.

14. Personal Data

Concordium Foundation will not keep any public or private record obtained from participants at the Testnet 3 Incentivized Program.

Testnet 3 participants will be required to submit their work on Github and thus the protection of the participants' personal data falls under Github Privacy Policy as seen here: <https://docs.github.com/en/free-pro-team@latest/github/site-policy/github-privacy-statement>

Concordium Foundation may communicate in an informative way with its Testers using its regular communication channels including, but not limited to Twitter, Telegram, Discord, Mailchimp or Substack. For the policy regarding handling of information related to such communication, please see the Concordium Privacy Policy on the Concordium website: <https://concordium.com/privacy-policy/>.

15. GENERAL PROVISIONS. These Terms and Conditions do not create any relationship of association, partnership, joint venture or agency between us and you. Neither we nor you 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. These Terms and Conditions set forth the entire agreement and understanding between us and you with respect to the subject matter in these Terms and Conditions. These Terms and Conditions merge all previous discussions and negotiations between us and you and supersede and replace any and every other agreement, which may have existed between us and you with

respect to the contents of these Terms and Conditions. The failure of either us or you to exercise any right granted under these Terms and Conditions, or to require the performance by the other party of any provision of these Terms and Conditions, or the waiver by either party of any breach of these Terms and Conditions, 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 and Conditions. If any provision of these Terms and Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.