



Aragon Nest Agreement

ARAGON NEST GRANT PROGRAM AGREEMENT TERMS & CONDITIONS

THIS GRANT PROGRAM AGREEMENT (the “**Agreement**”) is between You (“**You**” or “**Grantee**”) and Aragon Association (“**We**” or “**Us**” or “**Aragon**”) and is effective as of the date of Grantee signing (the “**Effective Date**”).

Each party to this Agreement may be referred to individually as a “**Party**” and together as the “**Parties**”

As a condition of this grant, the Parties enter into this Agreement, which shall be governed by the following:

CLAUSES

1. Object of the Agreement. The object of the Agreement is to regulate the terms and conditions by virtue of which Aragon will assign Tokens (as defined in clause 3 below) to the Grantee, after being selected to participate in the Aragon Nest Program whose goal is to design proposals to improve the Aragon platform and fund teams to execute upon those proposals.

2. Project Description. Aragon is awarding You this grant for you to support and contribute in the development of the project through the works described in **Schedule A** hereto (collectively, the “**Project**”). Aragon, in its sole discretion, may approve in writing any request to make non-material changes to the Project.

3. Grant Funds. Aragon will grant the Grantee the total grant amounts and reward amounts through the assignment of Aragon tokens (“**ANTs**”) or Ethers (“**ETHs**”) or DAI (“**DAIs**”), as the case may be (“**Grant Tokens**”) in accordance with clause 4 below.



4. Assignment Schedule. The Grant Tokens assignment will be in any case subject to Grantee's compliance with this Agreement and any applicable milestones or deliverables established in the statement of work set forth in Schedule A hereof. For these purposes, such statement of work shall be considered as incorporated herein and an integral part of this Agreement. Aragon may, at its discretion, modify dates or amounts and will notify the Grantee of any such changes in due course.

5. Monitoring and Review. Aragon may monitor and review Your performance of the Project and Your compliance with this Agreement. We require project updates in written form and on a monthly basis detailing what was done that month, how funding was spent, and what will be done in the following month. We also reserve the right to a video call with you at least once a month for at least an hour to discuss the project. You agree to embed an analytics tracking software into relevant Contributions as deemed appropriate by Aragon so that Aragon can track application performance. You agree to share any other data with Aragon that could help both Parties improve their respective products and user experiences, not limited to but including user feedback, user research, user interviews, market research and user support ticket data.

6. License to Aragon. You grant Aragon a nonexclusive, perpetual, worldwide, royalty-free, fully paid up, sublicensable license to: make, use, sell, offer to sell, import, distribute, copy, modify, create derivative works, publicly perform and display the Contributions and any Background Technology incorporated into a Contribution or required to use a Contribution.

For these purposes, "**Contributions**" shall mean any type of work (processes, technologies, materials, software, data, other innovations, and/or any other intellectual property) that is submitted by You to Aragon resulting from the Project (including modifications, improvements, and further developments to Background Technology).

"**Background Technology**" shall mean any type of work created by You or a third party prior to or outside of the Project used as part of the Project.

Nevertheless, Aragon agrees to license the software Contributions only under the terms of the license or licenses which Aragon is using on the date hereof for the work of authorship which is made available by Aragon to third parties or under any FOSS licenses of the Free Software Foundation or any Open Source license approved by the Open Source Initiative or any license created or drafted by Aragon, provided that such Aragon license contains essentially the same terms and conditions or is granted under essentially the same principles than those of the aforementioned licenses. In addition, Aragon may license any Contribution which is not software, under a Creative Commons License, or under any license created or drafted by Aragon, provided that such Aragon license contains essentially the same terms and conditions or is granted under essentially the same principles than those of the Creative Commons License.

7. Authority. You represent to Aragon that You have the legal authority to enter into this Agreement, that each of the submissions that you will make will be Your entirely original work or that the copyright is covered under an appropriate license in order to grant the rights set forth in this Agreement and that the license does not violate any third-party rights.



The Contributions will be provided “as is” basis, without warranty of any kind, either expressed or implied, including, without limitation, warranties that the Contribution is free of defects, merchantable, fit for a particular purpose, system integration, non-interference and accuracy of informational content. To the extent these warranties cannot be disclaimed, such warranties are limited in duration to the minimum period permitted by the relevant law.

In no event shall either Party be liable under this Agreement for any indirect, consequential, punitive or exemplary damages or any loss of profit, whether present or future.

8. Team. You have the exclusive right to select subgrantees and subcontractors to assist with the Project. The Grantee and each subcontractor shall comprise the "Grantee team." The Grantee shall manage the performance of the project and shall be responsible for all actions and omissions, as well as, the performance of the Grantee team.

9. Independent Contractors. Aragon and the Grantee are and will remain independent contractors and nothing herein will be construed to create a partnership, agency, or joint venture between the Parties.

10. Use of Trademark. The Grantee and its team must agree all the terms and conditions of the Aragon's trademark policy and published on the Aragon wiki before (a) issuing a press release or other public announcement regarding this grant; and (b) any other public use of Aragon's name or logo.

11. Compliance with Laws. In carrying out the Project, the Grantee shall comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party. You will obtain and maintain all necessary approvals, consents, and licenses, if applicable, before conducting the activity.

12. Relevance. You acknowledge that Aragon is relying on the information provided and/or submitted by You. The Grantee represents that Aragon may continue to rely on this information and on any additional information You provide.

13. Term. This Agreement commences on the Effective Date and shall remain in force during the term of the Project, estimated for 12 months, unless terminated earlier as provided in this Agreement. Aragon, in its discretion, may approve in writing any request by You for a no-cost extension.

14. Termination. Aragon shall be entitled to partially or totally withdraw assets remaining from the Grant Tokens for whatever reason, at any time and at its sole discretion.

15. Survival. A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

16. Notices and Approvals. Written notices, requests, and approvals under this Agreement must be



delivered by email to the email address provided by the Grantee to Aragon for these purposes.

17. Assignment. Neither this Agreement nor any of the rights or obligations under it shall be assigned by the Grantee without Aragon's prior written approval.

18. Confidentiality. The Parties undertake not to disclose and to maintain strict confidentiality and secret the communications sent and received either oral or written that they have made in the framework of this Agreement. The above obligations shall not apply if disclosure of such information is required by virtue of Law or compelled by a competent authority procedure or by other requirements or provisions of applicable Law or regulations (as long as the disclosure extends only to the strictly necessary for the compliance with the Law or the compelling order).

19. Tax. You acknowledge and agree that the receipt of the Grant Tokens may have tax consequences for You. You shall be responsible for any and all taxes legally applicable to You for the receipt of such Grant Tokens. In addition, if a tax withholding is required to be made by Us in accordance with the relevant law, the amount of such withholding may be deducted from the amount of the Grant Tokens.

In any case, the Grantee shall in no case be liable for any taxes required to be paid or to be collected by Aragon in relation to the granting of the Grant Tokens pursuant to this Agreement

20. Entire Agreement, Severability and Amendment. This Grant Agreement is the entire agreement between the Parties and supersedes any prior oral or written agreements or communications between us regarding its subject matter. The provisions of this Grant Agreement are severable so that if any affect the validity, construction, or enforceability of any remaining provision. This Grant Agreement may be amended only by a mutual written agreement of the Parties

21. Law and Jurisdiction. This Grant Agreement shall be interpreted, construed and enforced in accordance with the jurisdiction of Aragon. The Parties expressly waive any other jurisdiction to which they may be entitled and hereby agree to submit all disputes using Aragon Court.



Schedule A: Description of the Project

Aragon awards this grant to support and contribute in the development of the project through the works described here.

A success reward up to 30k ANT may be paid, entirely at Aragon's discretion, at the end of Term and in any case, after completion of all milestones and upon successfully demonstrating user traction for the concerned Project. The purpose of this bonus is to incentivize and support the team to take their product to market, talk to users, and ensure ongoing success of the Project. The success bonus can be paid out at any time between Project commencement and the end of the Term.

[Insert description of project here. This can be copied and pasted from the source where the application was approved (GitHub, website, etc...)]



Schedule B: Data Processing Agreement

Between:

1. **Aragon**; and
2. **Grantee**,

(each a “**Party**” and together the “**Parties**”).

This Agreement sets out the scope, nature and purpose of the Relevant Personal Data processing by the Grantee on behalf of Aragon during the execution of the Aragon Nest Agreement and the duration of the processing.

1. Data protection

- 1.1. Aragon and the Grantee acknowledge that during the execution of the Aragon Nest Agreement different types of Personal Data may be collected for the purpose of developing the product subject of the grant or rendering services by Aragon or the Grantee.
- 1.2. Aragon Association will collect and process Personal Data in accordance with the privacy policy available at https://wiki.aragon.org/association/legal/Privacy_policy/
- 1.3. For the purposes of this Agreement, “**Data Protection Legislation**” includes the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) and any national implementing laws, regulations and secondary legislation relating to data protection and privacy, as amended or updated from time to time, in the Switzerland, as well as any successor legislation to the GDPR and Swiss Federal Data Protection Act.
- 1.4. Aragon and the Grantee acknowledge that for the purposes of the Data Protection Legislation, Aragon is the data controller and the Grantee is the data processor.
- 1.5. The types of personal data (as defined in the Data Protection Legislation (“**Personal Data**”)) and categories of data subject are as follows:



Personal Data	Categories of data subject
<p>For Aragon and Grantee project users:</p> <p><i>(please include Personal Data processed)</i></p>	<ul style="list-style-type: none"> • Aragon customers

1.6. The Grantee shall, in relation to any Personal Data processed:

- 1.6.1. Process that Personal Data only on written instructions of Aragon;
- 1.6.2. Keep the Personal Data confidential;
- 1.6.3. Comply with the Aragon's reasonable instructions with respect to processing Personal Data and with the Aragon's data protection policy from time to time in force;
- 1.6.4. Not transfer any Personal Data outside of the European Economic Area/or Switzerland without Aragon's prior written consent;
- 1.6.5. Assist Aragon in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
- 1.6.6. Notify Aragon without undue delay on becoming aware of a Personal Data breach or communication which relates to the Grantee or Aragon's compliance with the Data Protection Legislation;
- 1.6.7. At the written request of Aragon, delete or return Personal Data and any copies thereof to the Aragon on termination of this Agreement unless required by the Data Protection Legislation to store the Personal Data; and



1.6.8. Maintain complete and accurate records and information to demonstrate compliance with this agreement and allow for audits by Aragon or its designated auditor.

1.6 The Grantee shall ensure that appropriate technical or organisational measures are in place to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures include:

- a. Pseudonymisation and encrypting Personal Data;
- b. Ensuring confidentiality, integrity, availability and resilience of the used systems and services;
- c. Ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident;
- d. Regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by the Grantee;
- e. Point or designate a Data Protection Officer when appropriate or applicable;
- f. Ensuring the exercise of rights by any data subject, at any time;

2. Insurance and liability

The Grantee shall have liability for and shall indemnify Aragon and/or any Data subject for any loss, liability, costs (including reasonable legal costs), damages or expenses incurred by Aragon or any Group entity in respect of or in connection with the processing of Personal Data and compliance with the applicable law and jurisdiction, including any fines determined by the competent data protection authority.

The Grantee shall maintain in force during the period of this Agreement adequate insurance cover with reputable insurers acceptable to Aragon.

3. Governing law and jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of Zug, Switzerland.



The courts of Zug, Switzerland shall have exclusive jurisdiction to settle any dispute or claim arising out of this agreement.

By: _____

Full Name:

Title:

Company Name:

Date: _____

By: _____

Full Name: Luis Ivan Cuende Garcia

Title: Executive Director

Company: Aragon Association

Date: _____

