

## **TERMS AND CONDITIONS FOR NILLION'S BOUNTY PROGRAM**

Please find below the general conditions applicable to our Bounty Program. Our team remains at your disposal should you have any questions. Please note that these Terms and Conditions apply only to Individual Contributors.

These Terms and Conditions (the "Terms") apply to and govern Individual Contributors (IC) participation in Nillion Association's Bounty Program (the "Program"). These Terms are between each Contributor and Nillion Association, a Swiss Nonprofit Association incorporated and acting under the laws of Switzerland ("Nillion"). By participating in the Program in any manner and/or submitting any Contributions to Nillion, Contributors hereby confirm that they have read and expressly agree to and accept these Terms without any reservation or modification.

FOR THE AVOIDANCE OF DOUBT, IT IS EXPRESSLY AGREED THAT THESE T&C DO NOT APPLY TO ANY LEGAL ENTITIES, INCLUDING WITHOUT LIMITATION, LABORATORIES AND UNIVERSITIES WHICH ARE KINDLY ASKED TO SIGN THE TERMS AND CONDITIONS OF NILLION'S BOUNTY PROGRAM SPECIFIC TO COMPANIES.

Nillion may modify these Terms from time to time and at its sole discretion and without notice. The new version of the Terms will be published by Nillion on the Site where these Terms are located, and will come into force immediately upon such publication. If Nillion changes the Terms, by continuing to participate in the Program after Nillion posts any such changes, Contributor is deemed to have accepted the Terms, as modified. In case of disagreement with the new Terms provisions, Contributor undertakes to cease all participation in the Program which will result in de facto and immediate termination its contractual relationship with Nillion without any additional formality being required.

Nillion may restrict, suspend, terminate, or otherwise change any aspect of the Program and/or the fulfillment of any Bounty payment at any time. By continuing to participate in the Program, Contributor is deemed to have accepted the changes, if any.

To avoid any confusion and misunderstanding, Contributor expressly agrees to read and understand this document prior to taking part in the Program.

### **Article 1. Definitions**

For the purposes of these Terms, the meaning of the terms listed below will be as follows:

"Account" means a personal account created by a Contributor on the platform of Nillion's choosing for the purposes of the Program and these Terms. "Bounty(ies)" means any amount of money granted to Contributor in consideration of the Contributions duly provided by Contributor pursuant to the Program and these Terms and to Nillion's satisfaction. Providing solutions to Bounty prompts is mandatory to get Bounties. The decisions regarding any Bounties are made by Nillion in its sole and absolute discretion.

"Contribution(s)" means the writeups, media, code, or other material submitted as part of a solution to a Bounty prompt to Nillion. Contributions must be submitted according to the requirements listed by Nillion.

"Intellectual Property" means any work of the mind, which may be protected or covered by patents, patent applications, inventions, copyrights, trademarks, service marks, distinctive marks and other trade-identifying symbols, logos, slogans, databases, topography, trade secrets, confidential information, know-how, trade or business names.

"Intellectual Property Rights" means any and all rights attached to all Intellectual Property, in whole or in part, including without limitation the rights of reproduction, representation, either durable or temporal, digitalization, adaptation, transformation, alteration, publication, edition, broadcast, use, distribution, translation, marketing in any form and integration by any means whatsoever in a second work, on all media, present and future, whether digital, graphic, video graphic, cinematographic, photographic, electronic, paper in particular editions for bookshops, books, albums, plans and any other paper medium, stationery products, boxes or otherwise, metals, signs, plastics world-wide and for the whole duration of proprietary rights provided for by any applicable law, rights to copyright, software rights, database rights, patent rights, rights to inventions, trademark rights, distinctive marks and other trade-identifying symbols rights, design rights, semiconductor topography rights, trade secrets and know-how and any other intellectual property rights arising anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.

"Program" designates the Nillion's description of the assistance it is seeking from Contributors, the scope, requirements and conditions of which are specified at <https://github.com/NillionNetwork/builder-bounties> enabling Contributors to submit the Contributions in accordance with these Terms for a chance to earn Bounties. Nillion may change or cancel the Program at any time, for any reason and without notice. If Nillion changes the Program, by continuing to participate in such a Program, Contributor is deemed to have accepted the changes. The participation in the Program is voluntary.

"Contributor(s)" means an eligible natural person who participates individually in the Program on behalf of himself or on behalf of an Organization and provides Contributions within the framework of the Program and in accordance with the Terms. Contributor's eligibility is determined pursuant to Article 2 below. As an independent participant, Contributor may act in a non-professional or professional capacity.

"Site" refers to the Internet site accessible from the URL address <https://github.com/NillionNetwork/builder-bounties> enabling Contributor to subscribe to and participate in the Program.

"Vulnerabilities" designates any bug, defect, incident, security flaw or a weakness, a design- or execution error, an absence of alignment to the most recent state of the art, or any other (technical) error which, individually or cumulatively, compromises the use or operation of the software functionality is the subject of a Nillion Bounty.

## **Article 2. Contributor's Eligibility**

By participating in the Program, Contributor declares, confirms and warrants that he or she is eligible for the Program and has the right, power and authority to enter into these Terms, to become a party hereto and perform his or her obligations hereunder.

To be eligible for the Program, Contributor must:

- Be NOT in violation of any national, state, or local law or regulation, or any convention or treaty in any way affecting the Terms or/and the Program;
- Be NOT employed by Nillion or its subsidiaries or affiliates;
- Be NOT an immediate family member of a person employed by Nillion or its subsidiaries or affiliates;
- Be NOT bound by a non-competition clause nor by a non-disclosure agreement prohibiting his or her participation in the Program.

Nillion is not liable for any breach of any third-party agreement by Contributor and expressly disclaims any knowledge of or responsibility for Contributor's conduct.

Any person who does not meet any of the criteria above will be immediately removed from the Program and disqualified from receiving any Bounties.

## **Article 3. Contributor's Independence**

Contributor expressly acknowledges that he or she has no link of dependence or subordination, whether direct or indirect with Nillion or any of its affiliates or beneficiaries. Nothing in these Terms shall be read so as to construe any legal entity, joint venture, agency, commercial agency, affectio societatis or employment contract between Contributor and Nillion (or any of its affiliates or beneficiaries) for any purpose whatsoever. Contributor shall not have the authority or power to bind Nillion or to contract in the Nillion's name or on its behalf.

Contributor acknowledges that he or she acts in an occasional and non-exclusive way. Contributor determines, independently and at its own discretion, the means he or she intends to provide the Contributions in accordance with the Program and these Terms.

## **Article 4. Acceptance of Terms**

By participating in a Program, any participant signs up as a Contributor and accepts and agrees to comply with these Terms. If Contributor does not agree with any term herein, Contributor is not allowed to participate in the Program.

The acceptance of the Terms is effected by checking the box presented in a pop up in the user experience. Contributor consents to electronic consent service to accept the Terms and agrees that such is valid and binding on Contributor.

## **Article 5. Contributor's Obligations**

### ***5.1. General Contributor's Obligations***

Contributor undertakes to participate in the Program for lawful purposes only and shall comply with all applicable laws and regulations.

Contributor shall be solely responsible for the accuracy, completeness, appropriateness, and legality of any data or Contributions uploaded and/or provided through Contributor's participation in the Program.

Contributor will keep confidential Vulnerabilities and other Contributions in accordance with Article 10 and keep confidential and not disclose to any third parties any other data and/or information accessed and/or obtained through or in connection with Contributor's participation in the Program or through the process of discovering Vulnerabilities below.

Nillion reserves the right, without liability or prejudice to its other rights, to disable Contributor's access to the Program in the event of Contributor's breach of the Terms. Nillion may further deem Contributor to be ineligible for a Bounty payment.

### *5.2. Legal, Tax and Social Obligations*

Contributor is informed that his or her activity carried out under the Program may generate an obligation of affiliation to a legal status according to applicable laws. Contributors shall therefore find out about and acquire the legal status appropriate to his or her situation. Moreover, contributors are informed that the Bounties may be subject to taxation or social or fiscal taxation according to the laws of the jurisdiction in which they are a citizen and/or resident.

Contributor hereby expressly acknowledges that it is his or her sole responsibility to inform himself or herself about his or her legal, tax and social obligations, to subscribe to them and to comply with them. Contributor is required to make all the declarations required by the tax authorities and the social security organizations to which he or she belongs, depending on his or her status and his or her country of residence. Nillion can under no circumstances be involved in these steps and it is not liable for any decisions made by Contributor with respect to their obligations.

### *5.3. Disclosure Guidelines*

Contributors will act at his or her convenience to perform the Contributions within the limits and conditions of the Program and in accordance with the Terms.

In some instances, depending on the Bounty, by providing a Contribution or agreeing to the Program terms and conditions, Contributors expressly agree that they will not publicly disclose their findings or the contents of their Contributions to any third parties in any way without Nillion's prior written approval.

## **Article 6. Intellectual Property Rights**

### *6.1. Title Over Contribution(s)*

To the extent legally possible, all Intellectual Property Rights in and/or associated with and/or related to the Contributions are assigned to Nillion free of charge as such Contributions are created by Contributor.

To the extent legally possible, Nillion is entitled to exercise all exclusive Intellectual Property Rights associated with the Contributions, including, without limitation, reproduction, distribution of copies by any means (including sale, rental, e-commerce and other means), import and export of copies, alteration (including translation from one computer language into another), arrangement or other transformation of the Contributions, communication to the public, marketing in any form and use in any other way. Nillion is entitled to assign and/or license all or part of the Intellectual Property Rights in and associated with the Contributions.

In any case and notwithstanding anything to the contrary, Nillion is entitled to use the Contributions in any way and in any manner possible, free of charge and worldwide within the whole period of legal protection of such Contributions.

Contributor expressly warrants that to the best of his or her knowledge after due inquiry, the Contributions do not infringe any Intellectual Property Rights of any person and do not use any Intellectual Property including patents of any third parties and will do his or her best efforts to avoid using third parties Intellectual Property, including patents, in the Contributions and in any event undertakes to include any references thereof found when submitting the Contributions to Nillion. Nillion will then conduct its own patent search to determine, at its sole discretion, if the Contribution is usable. If it appears that the Contribution uses any third-party patent, the Contributor will get a chance to review his or her Contribution to avoid using the patent in question and to resubmit his or her Contribution modified consequently. This provision is of the essence.

## *6.2. Copyright Assignment*

Contributor expressly assigns to Nillion, free of charge, on an exclusive basis, for the entire world, in all languages and for the entire legal duration of copyright, his economic rights as author over the Contribution(s), according to both Swiss and foreign legislations and international conventions, current and future, including any extensions that may be made to this term and in all forms, presentations and by any process both current and future.

The rights granted hereunder include:

- The right to extract, decompile, modify, assemble, transcribe, arrange, interface the Contributions for any purposes whatsoever;
- The right to reproduce or to have others reproduce, on a temporary or permanent basis, i.e. the right to fix, digitize, reproduce the Contributions without limitation in number, notably on media such as magnetic, digital, slide, microfilm, CD-ROM, CD-I, DVD, hard drive, flash memory, or any other IT or electronic media, whether known or unknown as at the date of these Terms, current or future;
- The rights to represent or to have others represent, to disseminate or to have others disseminate, to publish or to have others publish, to operate or to have others operate, to communicate or to have others communicate whatever the format and the

presentation, in full or in part, in any language and any country, by any means, whether known or future, free of charge or for consideration, including public representation. Such right includes, among others, - - the broadcasting by electronic communication means, including the Internet and Intranet, by cable and any other broadcasting means, current or future;

- The commercial exploitation rights, i.e. the rights for any type of exploitation, including by rental, lending, license or assignment, free of charge or for consideration, for all or part of the assigned Work Contributions;
- The rights to collect or have collected in all countries the fees corresponding to the exploitation of the assigned rights on all or part of the Contributions, their adaptations or translations.
- The rights to modify or have others modify, improve or have others improve, correct or develop by addition, deletion, incorporation or adaptation, translation, evolution, subtraction, of all or part of the Contributions, and the rights to incorporate the Contributions, in all or part, into an existing or future work;
- The rights to claim title to designs and models, trademarks, including the priority rights for any extensions;
- The rights to grant licenses on all or part of the aforementioned rights, as well as the rights to assign such rights in whole or in part. Contributor undertakes to execute any document and otherwise shall assist Nillion to carry out any formalities in this respect with any register concerned that may be necessary for the purposes of filing, exploiting or defending Nillion's exclusive rights over the Contributions.

### *6.3. Inventions Assignment. Patents*

Contributor hereby assigns to Nillion, without restriction or reservation, all his or her rights to ideas, improvements and inventions, whether patentable or not over the Contributions (the "Inventions").

It is expressly agreed that the Inventions as well as all works, studies, research results and documents relating thereto shall be the sole and exclusive property of Nillion. Nillion shall be the only one entitled to exploit the Inventions and to carry out all registration formalities in its name, Contributor being able, however, if he wishes, to be mentioned as the inventor.

Contributor undertakes to provide all assistance as well as all useful documents and signatures and to carry out all the procedures that may be necessary for the purposes of filing, exploiting or defending these patents.

Contributor undertakes to execute any document, including patent applications, invention assignment and otherwise shall assist Nillion and carry out any formalities in this respect with any register concerned.

This assignment is granted exclusively, definitively and free of charge, for the entire legal period of protection of the rights concerned and for the whole world.

## **Article 7. Bounty Payment**

The Contributor may be eligible to receive a Bounty if:

- Contributor is certified by Nillion as the person to submit the best valid Contribution; Contributions will be reviewed by Nillion at their discretion on their timeline to decide if and whom are the winner(s) of the Bounty;
- That Contribution is successfully and fully validated by Nillion's team;
- Contributor has at all times complied with the Program and Terms.

A Bounty is awarded only for the successful Contribution and is not a remuneration for the time or efforts Contributor spent on the Program. The decision to grant a Bounty for the Contribution is at Nillion's sole discretion. The amount of each Bounty is based on the relevance and completeness of Contributor's Contribution report.

Bounties, if any, will be paid to the Contributor via the terms of the Program and particular Bounty. If a Bounty is applicable, Nillion will set out the amount and instruct Contributor how to receive the reward from the Bounty. Nillion is not responsible for the Contributor's inability to accept or receive a Bounty for any reason.

Contributor will be fully and solely responsible for any legal, tax and social implications, obligations and contributions related to or in connection with his or her Bounty received, as determined by laws of Contributor's jurisdiction of residence and citizenship and as may apply to Contributor's situation, status and income.

Contributor is informed that, if necessary, and in particular in accordance with its legal obligations, Nillion may be required to communicate any information relating to the Bounties to any appropriate and duly authorized authorities that make the request and expressly agree with such communication.

## **Article 8. Warranty - Liability**

### *8.1 Limitation of Nillion's Liability*

The Program may contain links to websites or services operated by third parties and these links are for convenience only. Nillion is not responsible for and disclaims any and all liability for such websites and services content and privacy policies and does not endorse any linked material.

Considering the voluntary nature of the Program, Nillion makes no warranty as to the suitability of the Site or the Program to meet any particular Contributor's needs or expectations. Nillion disclaims any liability for the use of the Site and/or with respect to the Contributor's participation in the Program. Nillion will under no circumstances be liable for any harm such as financial, commercial, loss of customers, business disruption, loss of profit, loss of brand image, suffered by Contributor that may result from the breach of these Terms, which harm is, by express agreement, deemed to be indirect harm.

Considering the voluntary nature of the Program and to the maximum extent permitted by law, Nillion will under no circumstances be liable to Contributor for any special, indirect, incidental,

exemplary, aggravated, punitive, or consequential damages, claims, expenses or other costs (including, without limitation, attorneys' fees) arising from or related to, even partially, the Program, tort (including negligence) or otherwise, including but not limited to bodily injury, death, loss of revenue, or profits or other benefits, business interruption and claims by any third party, regardless of whether such damage was foreseeable and whether or not Nillion had been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, and other torts.

Nillion's aggregate liability under the Program shall in any case be limited to the Bounty paid or payable to Contributor. Contributor agrees that this Article represents a reasonable allocation of risk and constitutes an essential clause of these Terms, in the absence of which these Terms would not have been executed and the Contributor's participation in the Program would not have been validated by Nillion. Nillion does not exclude or limit its liability for death or personal injury caused by its gross negligence, for fraud or for any other liability which cannot be limited or excluded by applicable law.

THE PROGRAM IS PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NILLION EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES IN CONNECTION WITH THE PROGRAM, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USE OF TRADE WHICH ARE HEREBY EXCLUDED AND CONTRIBUTOR UNDERSTANDS AND EXPRESSLY AGREES THAT HIS OR HER PARTICIPATION IN THE PROGRAM IS AT HIS OR HER OWN RISK.

## *8.2. Contributor's Liability*

Contributor expressly agrees that failure to comply with the Program and/or these Terms will result in immediate disqualification from the Program and ineligibility for receiving any Bounty payments.

Notwithstanding anything to the contrary in these Terms, Contributor shall be liable for and hold harmless Nillion, its officers, employees, clients, partners, subcontractors and affiliates from and against any and all direct or indirect damages, liabilities, losses, as well as any and all expenses and costs (including attorney fees) as a consequence of the failure by Contributor to comply with one or more of his or her obligations under the Terms.

Contributor is fully liable for any disclosure of Vulnerabilities or other Contributions following the Program completion for which legitimate suspicions may be raised against him or her.

## **Article 9. Processing of Personal Data**



Contributor has entered into the Program and these Terms including, incidentally, the processing of personal data under Law No. 78-17 of January 6, 1978, as well as under Regulation (EU) 2016/679 as of April 27, 2016 on the Protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "GDPR"). Nillion and Contributor will comply with the legislation in force, in all its developments concerning the processing of personal data.

Nillion and Contributor consider that all operations carried out on personal data, if any, are carried out only within the framework of the execution of the Program and these Terms.

Nillion and Contributor acknowledge that, within the framework of their contractual relationship, each party acts as controller of the personal data that it processes for their respective needs. Each party is therefore solely responsible for the use of personal data that it makes for its own account independently of the other party. Each party acknowledges that it may communicate or transmit personal data to the other party for the performance of its obligations under these Terms. Each party warrants that such personal data is processed and transmitted in accordance with applicable data protection laws. Each party implements appropriate technical and organizational measures to ensure a level of security appropriate to the risks associated with the processing, these measures being in particular appropriate to protect against destruction, loss, alteration or unauthorized, accidental or unlawful disclosure of personal data processed under these Terms. These measures must take into account the state of the art, the nature, scope, context and purposes of the processing, as well as the risk of damage resulting from unauthorized or unlawful processing, or loss, destruction or alteration, accidental or unlawful, of personal data.

Pursuant to Article 15 of the GDPR, each party guarantees that it provides the data subjects with all the information requested concerning the processing of their personal data. In accordance with Articles 13, 14, 16, 17 and 21 of the GDPR, each party acknowledges that the persons concerned have a right of access, rectification, portability, erasure of their personal data or opposition to their use. When it deems it necessary, each party undertakes to communicate to the other any request that it may receive directly from a data subject exercising its aforementioned right concerning it and expressly referring to the other party.

The retention period for the Contributor's personal data is 10 (ten) years unless legal acts require a more extended retention period. Upon expiration of the Contributor's data retention period, Nillion shall erase the data.

Nillion and Contributor agree that, at the end of their contractual relationship, the archiving of the documents containing the said personal data will be carried out in accordance with the legislation in force, for the legal duration applicable to the documents which contain them and, in any case, the parties will allow the persons concerned to exercise their rights, within the limits permitted by the legislation in force, if they so request.

## **Article 10. Confidentiality**

Contributor has an obligation to keep confidential all information to which he or she has had access or which he or she may have possessed in the context of the participation in the

Program. Consequently, Contributor shall not disclose such information to any third party for any reason whatsoever and this regardless of the legal and/or economic ties that Contributor has with such a third party.

Contributor expressly agrees that the Vulnerability and other Contributions shall be deemed the Nillion's confidential information and Contributor shall not publish, discuss or disclose the Vulnerability and other Contributions to any third parties without Nillion's prior written approval which will not be unreasonably withheld.

This commitment will last for the entire duration of the contractual relationship between Contributor and Nillion and will continue beyond the end of this contractual relationship occurring for any reason whatsoever, for as long as the confidential information has not fallen into the public domain by disclosure of the information by Nillion.

At the end of the Contributor's participation in the Program, all information related to the Program, namely, data of any kind, including reports made by the Contributor, will be completely deleted from Contributor's databases and systems in accordance with his or her legal obligations.

Failure to comply with this Article 10 and the requirement of confidentiality will automatically jeopardize the Bounty and also create risk of legal action, and Contributor expressly agrees to fully indemnify Nillion for any losses as a result of such breach of these provisions.

## **Article 11. Applicable Law and Jurisdiction**

The Program and these Terms are governed by, and shall be construed in accordance with Swiss law without its conflict of law provisions. All disputes arising out of or in connection with the construction, performance, termination or invalidity of the Program or/and these Terms shall be resolved by negotiation between the parties.

If the parties have not resolved the dispute by coming to mutual agreement during twenty (20) calendar days after setting a notice on the dispute, Nillion and Contributor give express and exclusive jurisdiction to the appropriate courts within the jurisdiction of the Court of Appeal of Zug, Switzerland notwithstanding a plurality of defendants or plaintiffs or summary proceedings or third-party claim or precautionary measure or appeals.

## **Article 12. Miscellaneous**

### ***12.1. Severability***

Should one or more of the provisions of these Terms be declared null and void in accordance with applicable law, they shall be deemed to be not written, and the other provisions herein shall remain in full force and effect. Such null and void provisions shall be replaced by the parties with the valid provisions allowing the parties to achieve the effect that was contemplated by the provisions declared null and void, to the extent possible.

### ***12.2. Non-waiver***

Failure by one of the parties to enforce any clause of these Terms, whether permanently or temporarily, shall under no circumstance be construed as a waiver of the rights of the said party under the said clause.

### *12.3. Third-Party Rights*

The parties do not intend that any term of these Terms will be enforceable by any person who is not a party to these Terms.

**You (this information will be supplied by you separately and will be deemed completed hereunder as of the date of acceptance of these T&Cs):**

Signature: \_\_\_\_\_

Name, Github Profile, and/or the Human Being in control of the following Cryptographic Wallet Address (if providing Cryptographic Wallet Address as your identifier, please include the necessary proof of control in your submission):

\_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

### **Us:**

Name: Nillion Association

Address: Hertizentrum 15, 6300, Zug, Switzerland

Company Number: CHE 412 979 799