

Onchain Summer Grants Program Official Rules

NO PURCHASE, PAYMENT, OR TRADE OF ANY KIND IS NECESSARY TO ENTER OR RECEIVE A GRANT. VOID WHERE PROHIBITED BY LAW.

ELIGIBILITY: The Onchain Summer Grants Program (the “Program”) is open to individuals or entities (i) who are not the target of sanctions implemented by an applicable governmental agency, including but not limited to the U.S. Department of Treasury Office of Foreign Assets Control; (ii) who are not legal residents of India, Thailand, Austria, Czech Republic, Denmark, Estonia, Finland, Greece, Italy, Lithuania, Luxembourg, Netherlands, Poland, Portugal, Romania, Slovakia, Spain, Sweden, Ukraine, Brazil, Israel, or Pakistan; (iii) who are the age of majority or older in his or her state or country of residence at the time of entry; (iv) have an ENS name; and (iv) have at least 0.025 ETH in wallet holdings. Employees, temporary workers, interns, officers, and directors of Coinbase, Inc. (“Sponsor”), the Nouns DAO, and their affiliated companies, subsidiaries, advertising and promotion agencies, any and all other entities, directly associated with this Program (“Released Parties”), and the immediate family members and members of the same residing in the household of any of the above are not eligible to enter or win. Employees or officials of any government entity are not eligible to enter or receive a grant. Failure to meet the eligibility requirements will result in an entry being invalid and forfeiture of any grant.

AGREEMENT TO OFFICIAL RULES: By submitting a proposal, individual entrants or entities (“Entrants”) agree to abide by and be bound by these official rules. Receiving a grant (as defined below) is contingent upon fulfilling all requirements set forth herein.

ENTRY PERIOD: There are four (4) entry rounds (each a “Round”) within the Program. The first round of the Program begins at 12:00 AM ET on August 9th, 2023 and the last round of the Program ends at 11:59 PM EST on September 16th, 2023 (“Program Entry Period”). There are specific entry periods for each Round within the Program Entry Period (each a “Round Entry Period”).

HOW TO ENTER: Eligible Entrants may enter the Program by (i) connecting your wallet to Prop House and (ii) submit your proposal to the applicable Round at www.prop.house (“Website”) within each Round Entry Period.

All required information and all requirements and/or criteria listed on the Website applicable to each Round must be adhered to and provided to enter. Incomplete or ineligible proposals will be disqualified and void at Sponsor’s sole discretion.

JUDGING: All eligible proposals and submissions will be judged by the votes of the community holding eligible NFT (voting eligibility listed on the Website for each Round) which must also meet the Submission Criteria for each Round as stated on the Website.

In the event of a tie between proposals in any Round, Coinbase will select the grant recipient(s). In the event of any conflict between the criteria stated on the Website and the criteria stated above in these official rules, the criteria on the Website shall control.

Limit one (1) entry per person/wallet address per Round. The Released Parties are not responsible for: ineligible, lost, late, incomplete, invalid, unintelligible, illegible, misdirected entries.

INTELLECTUAL PROPERTY: All Intellectual Property (IP) in Entrants' submission remains the property of Entrants; provided, however, all submissions for the Round entitled "Stand with Crypto" are subject to the terms and conditions as stated in the Publicity and License section of these Official Rules.

Entrants agree that: (1) their submission contains content created by Entrants and does not incorporate any unlicensed third party intellectual property; and (2) there is no obligation to keep any submission confidential.

Entrants understand that nothing in this Agreement will impair the Released Parties' rights to develop, acquire, license, market, promote, sell, or distribute products, technologies, or services that compete with your submission and/or perform the same or similar functions as your submission.

GRANT RECIPIENT SELECTION AND NOTIFICATION: All potential grant recipients will be selected in accordance with the Judging Criteria among all eligible proposals received by Sponsor; provided, however, Sponsor reserves the right to select grant recipients different from those which may have received the highest votes in accordance with the Judging Criteria in Sponsor's sole discretion and for any reason. The potential grant recipient selection will be on or about thirty (30) days after the end of each Round Entry Period. Grant recipients need not be present to win. All grant recipients may be required to sign an Affidavit of Eligibility, Release of Liability, IP License and Publicity Release form, unless prohibited by law, prior to accepting a grant. Failure to comply with any of the requirements set forth in these official rules may result in disqualification or forfeiture of the grant.

GRANT & GRANT CONDITIONS: All grants are displayed on the Website. At the time of drafting these Official Rules, the total approximate retail value ("ARV") of all grants awarded in this Program is \$175,000 USD. Odds of winning depend upon the number of eligible entrants who enter the Program. Winners are subject to all applicable terms and

conditions associated with the grant. The Released Parties are not responsible for lost or stolen grant elements. Recipients will receive their grants within thirty (30) days of the grant recipient selection.

AN ENTRANT IS NOT A RECIPIENT OF ANY GRANT UNLESS AND UNTIL THAT ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH ALL REQUIREMENTS TO RECEIVE A GRANT HAVE BEEN VERIFIED AND FULFILLED, AND THE ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

Fees apply when you buy and sell digital currency on the Coinbase site. Cryptocurrency conversions from Ethereum to local currency are treated as cryptocurrency "sales", and all the forgoing transactions are charged a spread and a Coinbase Fee as described in the Coinbase pricing and fee disclosures at <https://help.coinbase.com/en/coinbase/trading-and-funding/pricing-and-fees/fees.html>.

DISCLOSURE: THE VALUE OF ETHEREUM IS SUBJECT TO CHANGE, IT CAN GO UP OR DOWN AND THERE CAN BE A SUBSTANTIAL RISK THAT THE GRANT COULD LOSE VALUE (POSSIBLY ALL VALUE) AS A RESULT OF BUYING, SELLING, OR HOLDING ETHEREUM.

Grant recipients will need to KYC with Coinbase via a W9 or W8 tax form. International winners may have 30% withheld from their winnings. We will only grant to individuals and entities. Winners may be required to complete required tax forms or other documents requested within the time period stipulated by the Released Parties. Any difference between the stated ARV and its actual value will not be awarded. Grant recipient(s) agrees to accept the grant "as is."

No substitution or transfer of the grant will be permitted. The Released Parties reserve the right at their sole discretion to substitute the grant with another cryptocurrency of equal or greater value. If there are less eligible submissions than the number of grants, the Released Parties may modify the distribution of grants at its sole discretion.

If a grant or grant notification is returned as unclaimed or undeliverable to the grant recipient(s), if the grant recipient(s) cannot be reached by the Released Parties within seven (7) calendar days from the first notification attempt, if the grant recipient(s) does not comply with the grant acceptance instructions within a stated timeframe, or the grant recipient(s) is not in compliance with these official rules, or for other legal, regulatory or compliance considerations as determined by the Released Parties in their sole discretion, then such person shall be disqualified and, at the Released Parties' sole discretion, alternate grant recipient(s) may be selected for the grant at issue.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Program and/or accepting a grant, Entrants agree to release and hold harmless the Released Parties

from and against any claim, action, injury, loss, damage or cause of action arising out of or relating to participation in the Program, acceptance or receipt of any grant, use or misuse of any grant, or participation in any grant-related activity. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alteration of, entries. Except where prohibited by local law, Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Program, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

GENERAL CONDITIONS: If for any reason the operation or administration of this Program is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Program, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Program in whole or in part, at any time, without notice and provide the grant (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

PROPOSAL AND SUBMISSION REQUIREMENTS: Follow all prompts and requirements listed on the Website for each Round. By submitting a proposal, each Entrant agrees their proposal: (i) must not include any personal information; (ii) must be in English; (iii) must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, copyright, trademark, or other intellectual property rights; (iv) must not contain material that is inappropriate, indecent, obscene hateful, defamatory, slanderous, or libelous; (v) must not contain anything that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and (vi) must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created.

PUBLICITY AND LICENSE: By accepting a grant, where permitted by law, the grant recipients grant to the Released Parties and those acting pursuant to the authority of the

Released Parties, the right to print, publish, broadcast and use worldwide in all media without limitation at any time a grant recipient's wallet address and other information included in the proposal without further payment or additional consideration, and without review, approval or notification.

By accepting a grant for the Round entitled "Stand with Crypto" the grant recipient grants to the Released Parties and those acting pursuant to the authority of the Released Parties, the right to print, publish, broadcast, edit, reproduce, creative derivative works, and use worldwide in all media without limitation at any time a grant recipient's wallet address, the entirety of the submission, name, likeness, photograph and/or hometown and state for advertising without further payment or additional consideration, and without review, approval or notification.

USE OF DATA: All information submitted by Entrants will be treated according to Prop House's terms and conditions available on the Website.

DISPUTES: Subject to the terms of this Arbitration Agreement (this Section 11 and Appendix 1, below), Entrant and Coinbase agree that any dispute, claim, or disagreement arising out of or relating in any way to this Promotion, including any dispute, claim, or cause of action relating to any prizes awarded in this Promotion, and including any dispute, claim, or cause of action arising out of or related to the interpretation or application of this arbitration provision, including the enforceability, revocability, scope, or validity of this arbitration provision (each, a "Dispute") will be resolved by binding arbitration, rather than in court, except that: (i) Entrant or Coinbase may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (ii) Entrant or Coinbase may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, "Dispute" includes disputes that arose or involve facts that occurred before or after this Promotion. The full terms of this Arbitration Agreement are set forth in Appendix 1. **Those terms include, among other things, a class action and jury trial waiver. Please read those terms carefully.**

Appendix 1 - Dispute and Arbitration Terms

1.1. This Appendix 1 contains the full terms of the Arbitration Agreement. This Arbitration Agreement applies to Disputes defined in Section 11, above.

1.2. Waiver of Jury Trial. YOU AND COINBASE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A

TRIAL IN FRONT OF A JUDGE OR A JURY. You and Coinbase are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 11, above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

1.3. Waiver of Class and Other Non-Individualized Relief. YOU AND COINBASE AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 1.8 BELOW, EACH OF US MAY BRING CLAIMS AGAINST THE

OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection 1.8 entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Appendix 1, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Coinbase agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of California. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Coinbase from participating in a class-wide settlement of claims.

1.4. Rules and Forum. The Promotion evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings.

If you have a complaint with Coinbase, you agree to first contact Coinbase through our support team to attempt to resolve any such dispute amicably. If we cannot resolve the dispute through Coinbase Support, you agree to use the Formal Complaint Process set forth below before filing any arbitration claim or small claims action. You must complete the Formal Complaint Process before filing any arbitration or small claims action. If you do not complete it, then you agree that your claim or action must be dismissed from arbitration or small claims court.

In the event that the dispute is not resolved through your contact with Coinbase Support, you agree to use our Formal Complaint Process complaint form to describe your dispute, how you would like us to resolve the complaint, and any other relevant information. The complaint form can be found [here](#) for Coinbase and [here](#) for Coinbase Pro, or can be requested from Coinbase Customer Support. If you prefer to send a written complaint via mail, please include as much information as possible in describing your complaint and how you would like us to resolve the

complaint, including your support case number and any other relevant information to Coinbase Inc., 82 Nassau St #61234, New York, NY 10038. We will acknowledge receipt of your complaint form after you submit it. A Coinbase customer relations agent will review and evaluate your complaint based on the information you have provided and information in the possession of Coinbase. The Formal Complaint Process is completed when Coinbase responds to your complaint or forty-five (45) business days after the date we receive your complaint, whichever occurs first.

If the Formal Complaint Process described above does not resolve satisfactorily within forty-five

(45) business days after receipt of your complaint form, you and Coinbase agree that either party shall have the right to finally resolve the Dispute through binding arbitration or in small claims court. The arbitration will be administered by the American Arbitration Association ("AAA"), in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at [Consumer Arbitration Rules](#).

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "Request"). If you initiate the arbitration, you must provide Coinbase a copy of your Request by email at arbitration@coinbase.com or through Coinbase's registered agent for service of process. The Request must include: (i) the name, telephone number, mailing address, email address of the party seeking arbitration, and the email addresses associated with the applicable Coinbase Account(s); (ii) a statement of the legal claims being asserted and the factual bases of those claims; (iii) a description of the remedy sought, including an accurate, good faith calculation of the amount in controversy in United States Dollars; (iv) a statement certifying completion of the Formal Complaint Process described above (if you are the party making the Request); and (v) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (i) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (ii) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Coinbase otherwise agree, or the Batch Arbitration process discussed in subsection 1.8 is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. In any case, you and Coinbase agree that we will not request more than three depositions per side in each arbitration or Batch Arbitration proceeding. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules.

You and Coinbase agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

1.5. Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) business days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection 1.8 is triggered, the AAA will appoint the arbitrator for each batch.

1.6. Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (i) all Disputes arising out of or relating to the subsection entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (ii) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (iii) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (iv) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined

with any other cases or parties, except as expressly provided in the subsection entitled “Batch Arbitration.” The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction. In any award of damages, the arbitrator shall abide by the “Limitation of Liability” section of these Official Rules (Section 12, above).

1.7. Attorneys’ Fees and Costs. The parties shall bear their own attorneys’ fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Coinbase need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys’ fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Formal Complaint Process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys’ fees and costs.

1.8. Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Coinbase agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Coinbase by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall: (i) administer the arbitration demands in batches of one hundred (100) Requests per batch (plus, to the extent there are less than one hundred (100) Requests left over after the batching described above, a final batch consisting of the remaining Requests); (ii) appoint one (1) arbitrator for each batch; and (iii) provide for the resolution of each batch as a single consolidated arbitration with one (1) set of filing and administrative fees due per side per batch, one (1) procedural calendar, one (1) hearing (if any) in a place to be determined by the arbitrator, and one (1) final award (“Batch Arbitration”).

All parties agree that Requests are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process

("Administrative Arbitrator"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Coinbase.

You and Coinbase agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include:

(i) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (ii) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.