

GRANT AGREEMENT

Between

Company Name

Address

Company Registration
(the “**Company**”)

and

**Camino Network Stiftung
(Camino Network Foundation)**

Dammstrasse 19

CH-6300 Zug

Switzerland

UID: CHE-376.609.933

(the “**Camino Foundation**”)

Hereinafter, the Company and the Camino Foundation shall be collectively referred to as the “**Parties**” and individually as a “**Party**”.

In Zug, ____ 2023

This grant agreement (the “**Agreement**”) establishes the principal terms and conditions of the professional collaboration between the Company and the Camino Foundation to develop the Project (as detailed below) on the Camino Network:

SCOPE

This Agreement comprises (i) this document, (ii) the Grant Program Terms and Conditions, (iii) the Grant Program Guidelines and (iv) any other document referenced or incorporated in the Grant Program (the “**Grant Documents**”).

If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to the Grant (as detailed below), the Grant Documents will have precedence to the extent of the ambiguity or inconsistency.

DESCRIPTION OF THE PROJECT (the “Project”)

- a. This Project scope will be...
- b. The following documents explaining the Project are attached: Pitch, Milestones Program/Roadmap, etc. as Schedule 1.

ROADMAP / MILESTONES

- a. The roadmap and Milestones Program detailing all the steps and timelines for the implementation of the Project on the Camino Network are attached to this Agreement as Schedule 1.
- b. The Parties acknowledge and agree that the requirements set out in the Milestones Program may only be varied or amended by having a call with the Camino Foundation under the same conditions as the initial application review process.
- c. The milestone review process aims to examine whether the milestones meet the requirements agreed upon in the Milestones Program. The milestones review process shall take place following the submission of each milestone specified in the Milestones Program.
- d. To be eligible to receive the payment of the Grant (as defined below), the Company must satisfy and complete the corresponding Milestones Program.
- e. The test criteria that must be met for the milestones to be considered acceptable by the Camino Foundation are determined in the Milestones Program.
- f. The milestone review process shall be deemed successful if no significant defects are found in any of the Milestones Program and/or the Project. Insignificant defects shall not prevent acceptance by the Camino Foundation.
- g. If any of the milestones and/or the Project does not meet the test, review or inspection criteria, the Camino Foundation shall grant the Company a period of two (2) months to rectify the defects and any deviations from the Project and/or the Milestones Program found and objected to during the milestone review process. Rectification shall be free of charge for the Camino Foundation.

- h. If the Company is unable to remedy the defects within this additional period, the Company shall be considered to be in default, without any additional notice by the Camino Foundation.
- i. In the event of default, the Camino Foundation may either, at its discretion (i) insist on the rectification of the milestones and/or the Project; (ii) complete the Project and reduce payment of the Grant to the Company because of the reduced value of the Project, or (iii) delegate the completion of the Project to a third party validator and assign the party of the outstanding Grant to the such validator.
- j. Notwithstanding anything to the contrary contained herein, the Camino Foundation may require, and the Company shall promptly refund, all or any part of the Grant to the Camino Foundation if the Company fails to comply with any term or condition of this Agreement or the Grant Documents, and the Camino Foundation shall have absolute discretion in determining whether any term or condition of this Agreement or the Grant Documents has been complied with.

DAPP INCENTIVE

The Camino Foundation grants xxx Caminos tokens (“**CAM**”) to the Company for the development of the Project on the Camino Network (the “**Grant**”).

PAYMENT SCHEDULE

- a. Delivery of token will be according to milestones as follows
 - Milestone 1: XX%
 - Milestone 2: XX%
 - Milestone 3: XX%
- b. The Company will perform the work in connection with the Project at its own expense, and using its own resources and equipment.
- c. The Company acknowledge that the Grant approved by the Camino Foundation represents the entire compensation for the Company and the Camino Foundation will have no other obligation for any other compensation to or expenses or costs incurred by the Company in connection with the performance of their obligation under this Agreement or any other document provided by the Camino Foundation unless otherwise agreed upon in writing by the Parties.
- d. The Company is solely responsible for determining what if any, taxes or other duties applicable to the Grant. It is also the Company's responsibility to withhold, collect, report, and remit the correct taxes to the appropriate tax authorities, according to the legislation in force. The Camino Foundation is not responsible and shall be in no way held liable for withholding, collecting, reporting, and remitting any taxes arising from, or in connection to the Grant.
- e. THE GRANT OF ANY TOKENS TO THE COMPANY IS SUBJECT TO COMPLIANCE WITH APPLICABLE LAWS IN

FORCE. If the applicable legislation does not permit the transfer of the token to the Company, both Parties agree to discuss the best solution for performing the token payments referred to above.

COMMUNICATION / PR

- a. The Camino Foundation will closely monitor the delivery and success of the Project through the implementation period to ensure that the aims and the objectives of the funded Project are achieved.
- b. Both Parties will coordinate communication and activities around the Grant and the launch of the Project.

PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY.

- a. The Company will at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption.
- b. The Company agrees and accepts that it may become ineligible for grant support and required to repay all or part of the Grant if it does not comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption.

AUTHORITY; COMPLIANCE WITH APPLICABLE LAW

The Company represents that it has full power and authority to execute, deliver and perform this Agreement and that this Agreement has been duly and validly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with this Agreement.

The Company will fully comply with all applicable laws, regulations, ordinances, ethical standards, procedures of regulatory and oversight bodies and the Grant Documents and this Agreement in carrying out the Project (the “**Applicable Legislation**”).

The Company undertakes to monitor compliance with the Applicable Legislation applicable to the Project in order to avoid any non-compliance that could result in any liability for the Camino Foundation and/or the Camino Network.

The Company agrees and accepts that it may become ineligible for grant support and required to repay all or part of the Grant if it does not comply with all the Applicable Legislation.

GENERAL PROVISIONS

Confidentiality

The terms of this Agreement are confidential and will not be disclosed by the undersigned except as otherwise agreed in advance by each of the Parties hereto and except that the Parties are authorized to disclose this Agreement to their advisors, shareholders and other potential investors and the investors to their advisors.

Data Protection

The Parties will comply at all times with its respective obligation under the applicable Data Protection legislation.

Legal Fees and Expenses

Each Party shall bear its own costs and expenses arising out of or incurred, and any taxes and fees imposed on it, in connection with the Grant and all transactions contemplated thereby.

Assignment	The Company will not transfer, assign, novate or otherwise dispose of the whole or any part this Agreement or any rights under it, to another organisation or individual, without the Camino Foundation's prior approval.
Effect of this Agreement	The Parties expressly agree that, with the exception of the obligations set forth in the paragraphs "Confidentiality", "Legal Fees and Expenses", "Effect of of this Agreement" and "Governing Law and Jurisdiction" which are intended to be and shall be legally binding, no binding obligations shall be created by this Agreement until definitive, legally binding agreements are duly executed and delivered by all parties thereto.
Governing Law and Jurisdiction	This Agreement is governed by Swiss law and subject to the exclusive jurisdiction of the ordinary courts of Zug, Canton of Zug, Switzerland.

AND IN WITNESS WHEREOF, the Parties execute this Agreement in two original counterparts at the place and date indicated at the top of this document.

Camino Network Stiftung
(Camino Foundation Network)
By:

Company
By: