

TERMS AND CONDITIONS

Application for WEBSITE LISTING on opensats.org Open Sats Initiative, Inc. (EIN 85-2722249)

This application will be submitted for approval by the board of directors of Open Sats Initiative, Inc. (EIN 85-2722249), a Texas not-for-profit corporation and 501(c)(3) public charity (the “Initiative”).

If approved, the applicant’s project (the “Project”) will be listed on the website (<https://opensats.org/projects>), the applicant will become a grantee of the Initiative (the “Grantee”) and will be eligible to receive grant payouts (the “Payout(s)”) originating from donations suggested to the Project via the Initiative’s website. By having their project listed on the website, Grantee is the recipient of a “Website Listing” grant (the “Grant”).

Grantee is subject to the following terms and conditions:

- A. The Payout(s) must be used exclusively for the development of Grantee’s project, as described in Grantee’s application, and may not be expended for any other purposes without the Initiative’s prior written approval.
- B. The Project website listing will be available for a period of 12 months from the date of Grant approval (the “Project Period”), if all the terms and conditions of this agreement are duly met by the Grantee, and may be extended by additional period(s) of 12 months at the sole discretion of the Initiative. The Project listing may also be removed at any time at the sole discretion of the Initiative.
- C. Over the course of any fiscal year of the Initiative, which runs from January 1st through December 31st, if the cumulative Grant payout reaches or exceeds the amount of USD 600.00 (six hundred dollars), the Grantee will have to provide to Initiative the Grantee’s tax information before the Initiative processes the Grant payout that crosses this USD 600.00 threshold. In the absence of the necessary tax information, no further grant payouts will be processed beyond the amount of USD 599.99. Grantee understands Grantee is solely responsible to pay any associated taxes in accordance with all applicable international, federal, state, and local laws.
- D. The Initiative may request that Grantee return any unexpended Grant funds remaining at the end of the Project Period, or if the Grantee ceases to work on the Project, or fails to work on the Project as set out in the Grantee’s application. Should funds remain at

such time, Grantee will contact the Initiative to discuss options including returning Grant funds, and/or other options.

- E. This Grant may be used for Grantee's activities (i) as committed to in this application made to the Initiative (ii) so long as those activities further the tax-exempt purpose of the Initiative. Any intent or action to change Grantee's approved Project must receive advanced written permission from the Initiative.
- F. Grantee may not use this Grant to pay finder's fees, commissions, or percentage compensation to a fundraising professional, staff, consultant, or other organization; and this Grant may not be counted in determining the total amount of compensation to be paid to a fundraising professional, staff, consultant, or other organization.
- G. Grantee acknowledges that the Initiative strives to maintain an ecosystem of free and open-source (FOSS) contributors to Bitcoin and related FOSS projects, free and open-source software, and to support various charitable and education-related initiatives around Bitcoin and complementary FOSS tools and initiatives. As such, all code, software, applications, projects, initiatives, materials, and the like, developed or enhanced by Grantee, as part of Grantee's project for the Initiative, shall be shared with the Initiative and posted on Github or some other publicly accessible sharing site approved by the Board.
- H. If Grantee is a scientific or research institution that is legally required to disclose supporters, the Initiative asks that this support be recognized as a grant and list us as "Open Sats Initiative, Inc". Grantee agrees to permit the Initiative to include and/or disseminate information about the grant and/or Grantee in its publications and communications, both print and electronic.
- I. Grantee shall not use any portion of the Grant to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office or political party, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, to take any other action inconsistent with Code Section 501(c)(3), to undertake any activity for any purpose other than a charitable, scientific, or educational purpose within the meaning of Code Section 170(c)(2)(B), or to in any attempt to influence legislation within the meaning of Code Section 501(c)(3).
- J. The Initiative reserves the right to discontinue, withhold, or modify any Grant payments or the payment schedule made under this Grant award, or to require a total or partial refund of any grant funds if, in the Initiative's sole discretion, such action is necessary because: (i) Grantee is not following the parameters of its application or, (ii) in the Initiative's sole judgment, Grantee becomes unable to carry out the purposes of the Grant, ceases to be an appropriate means of accomplishing the purposes of the Grant or fails to comply with any of the conditions hereof; (iii) if Grantee breaches this Agreement; (iv) if Grantee's conduct jeopardizes Grantee's legal or tax status; (v) because Grantee has not fully complied, or is not able to fully comply, with the terms and conditions, or representations and warranties, of this Grant agreement; (vi) to protect the purpose and objectives of the Grant or any other charitable activities of the

Initiative; (vii) a mistaken payout was made; or (viii) to comply with any law or regulation applicable to the Grantee, to the Initiative, or this Grant. Any use by Grantee of the Grant funds for any purposes other than those specified in this Agreement will terminate Initiative's obligation to make further payments under this agreement.

- K. Grantee shall promptly notify the Initiative in writing if: (i) there is any change in circumstances that might affect Grantee's ability to carry out the Grant; (ii) Grantee undergoes a merger, division, or other corporate reorganization; (iii) Grantee becomes subject to a proceeding under the Bankruptcy Code or other law relating to insolvency or makes an assignment for the benefit of creditors; (iv) Grantee becomes subject to an investigation or proceeding brought by the Internal Revenue Service, Attorney General, any other regulatory agency, or any governmental unit whether located within the United States or without; or (v) Grantee receives notice of any litigation or other legal action relating to the Grant or are served with a subpoena or other legal process seeking to compel production of or obtain access to any data related to the Grant. Upon the occurrence of any of the events described in this Section, the Initiative reserves the right, at its option, to unilaterally amend the terms of the Grant, including the right to terminate the Grant.
- L. Grantee shall not disburse Grant funds to any recipient acting as a fiscal sponsor or agent and shall not otherwise assign this Grant agreement without the prior written consent of the Initiative.
- M. This Agreement shall be governed by the laws of the State of Texas. Any dispute over the terms of this Agreement and the actions of the parties under this agreement shall take place in the State and Federal courts located in Travis County, Texas.

Grantee accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the Grant and the expenditure of Grant funds. Grantee may wish to have this agreement reviewed by legal counsel.

The Initiative reserves the right to change the Terms and Conditions of the Grant at any time. In doing so, the Initiative will submit the updated version of the Terms and Conditions for review and acceptance of all active Grantees. Grantees have the right to decline any changes made by the Initiative and, in doing so, withdraw from this Agreement and cease to have its Project listed on the Initiative's website, without prejudice to any of the existing Terms and Conditions prior to the update.