

BLANK DEVELOPMENT

Blank Web3 Development Fund

TERMS AND CONDITIONS

Introduction:

Welcome to the Blank Web3 Development Fund! By accepting these Terms and Conditions and submitting the application for the Program, you agree to these Terms and Conditions between you and Blank Development (hereinafter “Blank”), which will be contained in the final Framework Agreement signed before the Development support and the Partnership obligations enter into force. By accepting these Terms and Conditions you confirm that you are familiar with the rights and obligations from the Development support and Partnership contained herein.

Contents of these Terms and Conditions are considered confidential information. You are obliged to take care of confidential information, not to disclose or make available to any third persons or the public any information obtained in any way under the scope of the Program and Partnership and take all measures to secure the confidentiality of all Confidential Information. You agree to sign the separate Non-Disclosure Agreement as part of the Program and Partnership and before signing the final Framework Agreement, which will be drafted by Blank.

Article 1

By participating in the Development support and Partnership, you agree to be bound by the Terms and Conditions herein and by the provisions of the final Framework Agreement and Non-Disclosure Agreement.

Article 2

Blank may update the Terms and Conditions at its sole discretion and may adjust the provisions of the final Framework Agreement to reflect the expectations and requirements regarding each specific participant.

Article 3

Eligibility, Application Process

3.1. The Program is open to legal entities that have submitted an application via Blank website or other method designated by Blank.

3.2. You agree to comply with all applicable laws, regulations, statutes and other legal requirements to any of your obligations set out in the Terms and Conditions, Framework Agreement and Non-Disclosure Agreement.

3.3. After submitting the application, it will be reviewed by Blank. Blank may contact you for further clarification or delivery of additional documentation at Blank’s discretion. Approval is

at the sole discretion of Blank and Blank does not guarantee the Development support or Partnership obligations will enter into force until the final Framework Agreement is signed. All Blank's decisions are final and non-appealable.

3.4. After you are notified by Blank that your application has been approved, all the Terms and Conditions will be put into a formal agreement between Blank and your company. A Framework Agreement will be signed by representatives of both parties, which will mark the beginning of the Development support and Partnership.

Article 4 **Marketing and Promotion**

4.1. If your application is accepted, you consent to the use of your name, photo and/or your likeness, and other information related to you or your companies for advertising and promotional purposes, including without limitation, inclusion in the Blank website, without additional compensation.

4.2. If your application is accepted, you agree that Blank may include your projects in the published lists and similar compilations and on its website and other promotional media. You agree to provide Blank with product descriptions, images, logos, links and other content which may be reasonably requested by Blank for use in marketing activities.

4.3. You will conduct your business and activities in connection to the Program and Partnership in such a manner to promote a good image, not engage in any unfair or deceptive trade practices and not make any false misleading or disparaging representations or statements with regard to Blank or the Program and Partnership.

Article 5 **Scope of the Development support and Partnership**

5.1. Blank will approve you an investment worth up to 50,000.00 EUR (fifty thousand euros), which will be realized in the form of full-time work of several Blank's employees on the development of the Project and consulting or training of the User to work on the Project (hereinafter "Workers"). The approved investment amount and number of workers is at the sole discretion of Blank.

5.2. Blank will bear the cost of the salaries of Workers working on the development of the Project.

5.3. Blank's obligation from 5.1. will last until the total value of the services provided to by the Workers on the development of the Project in the amount of the market value of provided services by Blank reaches the total amount of the investment.

5.4. Workers will work on Blank's instructions.

5.5. You undertake to resume the work and realization of the Project after Blank's investment is completed, in person or through subsequently incorporated companies or affiliated companies.

5.6. In continuation of the Project, if you secure further financing for the development of the Project in any form, personally or through subsequently incorporated company or affiliated company that would take over the development and work on the Project, you undertake to pay Blank the value of the Investment within 30 days from the date of receipt of such financing.

5.7. Blank will have the option to realize the return of the value of investment in the form of a business share in a company that will be established for further development and work on the Project or an affiliated company. In the event that Blank uses this option, it will be realized by transferring to Blank a business share in a subsequently incorporated company or affiliated company at least in the value of the Investment within 30 days from the date of delivery of the notification about the use of this option.

5.8. When further developing the Project in any form, you undertake to grant Blank the right of exclusivity for the development and provision of support to you or to subsequently incorporated or affiliated company in which development and work on the Project is resumed and you will not enter into contracts with any other company or persons for the said development and support.

5.9. You will have the right to terminate the right of exclusivity of development and provision of technical support described above. In the event that you use this option, you will pay Blank the amount determined in the final Framework Agreement. In case of breach of exclusivity rights described herein, you will pay Blank penalties in the amount determined in the final Framework Agreement.

5.10. To secure the Blank's investment, you will issue and give to Blank a debenture in the amount of the approved investment.

Article 6 **Data Protection**

6.1. Parties undertake to ensure the processing of the personal data in accordance with General Data Protection Regulation 679/2014 and applicable regulations, as well as in accordance with their internal rules and procedures for protection of personal data.

6.2. Each Party is considered an independent data processor, which implies they independently determine the purpose and means of data processing.

6.3. Parties warrant they have appropriate technical and organizational measures in place to ensure that data is processed in accordance with the General Data Protection Regulation and other applicable regulations and that the method of processing ensures the protection of the rights of persons whose personal data is processed.

6.4. Each Party will disclose personal data only if so ordered by the court, or a state institution, if there is a legal obligation to do so, or if it is necessary in order to achieve the legitimate interest of the data subject.

6.5. Each Party will process personal data only to provide its Services and in order to comply with its legal obligations.

6.6. Parties undertake to store personal data collected during the performance of Services in a form that allows identification no longer than is legal and necessary for the purpose of data storing and processing under this Agreement.

Article 7
Dispute resolution

In case of any dispute, if the Parties fail to reach an agreement on the amicable settlement of dispute, all disputes will finally be resolved by a committee of 3 arbitrators before the Croatian Blockchain and Cryptocurrency Association (UBIK) Court of Arbitration, with application of the said Court's Arbitration rules in force at the time of commencement of the arbitration.

Article 8
Other provisions

8.1. All expressions within these Terms and Conditions are gender neutral and apply equally to any gender.

8.2. You will not induce or attempt to induce any person who at the time of such inducement is or was an employee of Blank, to perform work for any other person other than Blank or you under the scope of the Development support and Partnership. This obligation is in force for the duration of the Agreement and 12 months after its termination, fulfillment or expiry.

8.3. All rights in or based on any product and derivative works resulting from provision of services by Blank or the Workers, including but not limited to patent rights, copyright rights, trademark rights, industrial design rights and all other intellectual rights of any kind recognized anywhere in the world, will belong exclusively to Blank.

8.4. You may not assign or transfer rights under these Terms or the final Framework Agreement, without Blank's prior written consent.