



RULES OF WAVES GRANT PROGRAM

PLEASE READ THESE RULES CAREFULLY. BY PARTICIPATING IN THE PROGRAM, YOU AGREE TO BE BOUND BY THESE RULES AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE RULES THEN DO NOT PARTICIPATE IN THE PROGRAM.

These Rules apply to the Waves Grant Program hosted by Waves. The purpose of the Program is to incentivise individual developers and companies to work on useful projects, with the aim of mass adoption of blockchain technology through the creation of a large number of diverse use cases in the Waves ecosystem.

It is a condition of participation that Rules are accepted by the Participant prior to filing an Application for the Program.

This version was last updated on 18/01/2019.

1. Definitions

- 1.1. 'Agreement' – an Agreement between the Organizer and the Selected Participant regarding the terms of receiving the Support provided by the Organizer.
- 1.2. 'Application' – an application that is filled out via the public form [Airtable https://airtable.com/shr6gbeELDvmYGX31](https://airtable.com/shr6gbeELDvmYGX31);
- 1.3. 'Organizer' – Waves;
- 1.4. 'Participant' - an individual or a group of individuals (a team or a legal entity) who submit the Application for participation in the Program;
- 1.5. 'Planned Use Case' – a use case proposed by the Organizer for which the Participant must find a solution with using the Waves technologies;
- 1.6. 'Products' – software, a tutorial, a demo for the solution, and other products developed as the result of the competition of the Task;
- 1.7. 'Program' - Waves Grant Program announced on the Website;
- 1.8. 'Proposed Use Case' – a use case proposed by the Participant for which they are ready to find a solution with using the Waves technologies;
- 1.9. 'Selected Participant' – the Participant who was selected as a candidate for completion of the Task and receiving Support;
- 1.10. 'Support' – material and marketing support that are provided by the Organizer to the Selected Participant, namely: i) funds in the form of a Waves token in the amount that will be determined at the discretion of the Organizer; ii) resources and marketing activities to facilitate transition from a prototype to a working commercial solution¹;
- 1.11. 'Task' – technical requirements for software development within Planned or Proposed Use Case, which will be composed by the Selected Participant, agreed with the Organizer and/or fixed in the Agreement;
- 1.12. 'Web-site' - <http://waveslabs.com/grants.html>

2. Eligibility

- 2.1. The Participant represents and guarantees that:
 - They are at least 18 (eighteen) years old;
 - They are of legal age to accept these Rules according Participant's residency country legislation;
 - They have a full capacity and authority to accept these Rules and conclude the Agreement with the Organizer in case of their selection.

¹ The part of Support marked with ii) will be provided by the Organizer only after the successful execution of the Task.



2.2. The Participant is responsible at all times for their own conduct, acts and omissions.

3. Rules for Program

3.1. The Participant shall choose the use case from the list of Planned Use Cases posted on the Web-site or compose a detailed description of the Proposed Use Case and submit the Application.

3.2. The Organizer will consider the submitted Application and Proposed Use Case (if applicable) within 1 (one) month. The Organizer has the right to ask the Participant to provide with additional information, documents and participate in the interview via Skype or Telegram. Afterward, the Organizer takes a decision regarding the possibility of the cooperation with the Participant (the status of Participant changes to 'Selected Participant') or refusal to cooperate. The Participant will be informed of the decision via contact information.

3.3. The Organizer has the right to choose any number of Selected Participants and identify the scope of Support for each Selected Participants at his own discretion. The scope of Support for each Selected Participants can be different.

3.4. The Organizer is not bound by any criteria in the process of selection.

3.5. The Organizer will provide Support to the Selected Participant on the basis of:

a) the Task composed by the Selected Participant and agreed by the Organizer – if the part of Support under mark i) does not exceed 1000 Waves tokens, or

b) the Task composed by the Selected Participant and agreed by the Organizer and the Agreement - if the part of Support marked with i) exceed 1000 Waves tokens.

3.6. Notwithstanding the above, the Organizer has the right to provide Support only on the basis of the agreed Task without signing Agreement at his own discretion, regardless of the amount of the part of Support marked with i).

3.7. The Selected Participant shall compose and send the Organizer a draft of the Task no later than 10 (ten) calendar days after the receipt the information about the possibility of the cooperation from the Organizer unless otherwise determined by the Organizer. If the Organizer does not receive the draft of the Task from the Selected Participant within the abovementioned period, the Organizer's offer regarding Support will be considered to have been rejected by the Selected Participant.

3.8. In case of the receipt of the draft of the Task, the Organizer shall correct (if necessary) and agree on it with the Selected Participant or approve it or reject.

3.9. If there is no need to sign the Agreement, the Organizer provides Support to the Selected Participant after agreeing on the Task.

3.10. If there is a need for signing the Agreement, The Organizer will provide the Selected Participant with a draft of the Agreement after agreeing on the Task. The following terms will be identified in the Agreement: Task, the stages of works, timetable, the scope of Support, a payment schedule, purposes for which the funds can be used by the Participant, etc.

3.11. The Selected Participant has the right to conclude the Agreement with the Organizer according to the terms and conditions offered by the Organizer within 10 (ten) calendar days of receipt of a draft of such an Agreement from the Organizer or reject it within the same period. If the Organizer does not receive an answer from the Selected Participant regarding the Agreement within 10 (ten) calendar days of the day on which the Selected Participant receives the Agreement, the Organizer's offer to conclude the Agreement will be considered to have been rejected by the Selected Participant.

3.12. The Selected Participant shall deliver the Products according to the agreed timetable. If the Selected Participant does not comply with the timetable, the Organizer has the right to suspend the provision of Support.

3.13. Ownership of intellectual property rights to the Products will remain with the Selected Participant. The Selected Participant is free to use their Products in any way they wish.

3.14. The Participant hereby grants to the Organizer, its affiliates, agents acting on its behalf, and companies belonging to the Waves Group a non-exclusive, royalty-free, transferable, assignable, irrevocable, worldwide, sublicensable license to refer to the Participant and/or the Products and to



display, show, and demonstrate the Products for purpose of promotion the Organizer, Waves, Waves Platform, Waves ecosystem at anytime and anywhere (including but not limited to the Waves's websites, other media, meetups, and conferences).

3.15. The Participant acknowledges that the Organizer, its affiliates, agents acting on its behalf, companies belonging to the Waves Group, and other participants may have developed or commissioned materials similar or identical to Products, and the Participant waives any and all claims they may have resulting from any similarities to their Products.

3.16. The Participant represents and warrants that the Products will be the Participant's original work and it does not infringe any third party right.

4. Use of information

4.1. By participating in the Program, the Participant agrees to the collection and use of its personal information by the Organizer in accordance with Privacy Policy. If the Participant does not agree to the terms of the Privacy Policy, the Participant shall not provide the Organizer with any information and participate in the Program.

4.2. The Organizer will use Participant's personal information in order to choose the Selected Participant and interact with then when providing Support. The Organizer also may post Participant's personal information (such as, first name and last name, and country of residence) in public posting areas in order to administer the Program, or otherwise market or advertise the Program. By entering this Program and agreeing to these Rules, the Participant hereby consents to the Organizer using their personal information in this manner.

5. General

5.1. The Organizer reserves the right to cancel or postpone the Program for any reason without liability.

5.2. The Organizer reserves the right to suspend or terminate the Program or change these Rules at any time, if in Organizer's reasonable view some Participant is unfairly exploiting the opportunities of the Program.

5.3. Without prejudice to any other right or remedy of the Organizer, the Participant may be excluded from the Program or from receiving any part of Support if the Participant fails to comply with these Rules.

5.4. Nothing in these Rules shall constitute any obligation on the part of the Organizer to enter into any future agreement or relationship.

5.5. The Organizer bears no liability for determining whether taxes apply to any part of Support that received by the Participant.

5.6. The Participant may not assign, sub-contract or otherwise transfer their rights or obligations under these Rules.

6. Applicable law and support

6.1. The Rules and any legal relationship between the Parties arising out of or in connection with them shall be governed by and construed in accordance with the law of Switzerland without regard to its conflict of laws rules.

6.2. If the Participant has any questions or uncertainties regarding this Agreement, as well as claims, the User may contact the support service: mail@waveslabs.com.