

## ALTURA GRANT AGREEMENT

This Grant Agreement (“*Agreement*”) is entered into as of the date you (“*Recipient*”) accept the grant (“*Grant*”) through Altura’s (“*Altura*”) designated online protocol for acceptance after you have been awarded the Grant.

1. **GENERAL.** This Agreement is subject to change from time to time in Altura’s sole discretion. Any changes made to this Agreement after Recipient accepts the initial Grant funds will apply to Recipient’s use of any Grant funds received after the changes.
2. **GRANT AWARD.** Altura will pay Recipient the total Grant amount specified in the Grant award notice (“*Grant Award Notice*”) according to the schedule in the Grant Award Notice (“*Grant Schedule*”), in the form attached as **Schedule A**, which may be modified by Altura in its discretion.
3. **REPORTING AND PAYMENT SCHEDULE.** Payments are subject to Recipient’s compliance with this Agreement, including Recipient’s achievement, and Altura’s approval, of any applicable targets, milestones, and reporting deliverables required under this Agreement. Altura may, in its reasonable discretion, modify payment dates or amounts, applicable targets, milestones, and reporting deliverables and will notify Recipient of any such changes in writing.
4. **REPORTING.** Recipient will submit reports according to the Grant Schedule using Altura’s templates or forms, which Altura will make available to Recipient and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that Grant period. If meaningful progress has not been made, then the report should explain why not and what adjustments Recipient is making to get back on track. Recipient will notify Altura’s primary contact if Recipient needs to add or modify any targets or milestones. Altura must approve any such changes in writing. Recipient agrees to submit other reports Altura may reasonably request.
5. **PROJECT DESCRIPTION.** Altura is awarding Recipient this Grant to carry out the project (“*Project*”) described in the Grant application (“*Grant Application*”). Altura, in its discretion, may approve in writing any request by Recipient to make non-material changes to the Grant Application.
6. **USE OF FUNDS; START DATE.** Recipient may not use funds provided under this Agreement (“*Grant Funds*”) for any purpose other than the Project. Recipient may not use Grant Funds to reimburse any expenses Recipient incurred prior to the start date set forth in the Grant Award Notice (“*Start Date*”).
7. **RESPONSIBILITY FOR OTHERS.** Recipient is responsible for all acts and omissions of any of Recipient’s trustees, owners, directors, officers, employees, subcontractors, contingent workers, agents, and affiliates assisting with the Project and ensuring their compliance with the terms of this Agreement.

8. **ANTI-TERRORISM.** Recipient will not use Grant Funds, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combating terrorism; (b) with persons on the List of Specially Designated Nationals ([www.treasury.gov/sdn](http://www.treasury.gov/sdn)) or entities owned or controlled by such persons; or (c) with countries against which the U.S. maintains comprehensive or targeted sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region and so-called Luhansk and Donetsk People's Republics of Ukraine), unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by Altura in its sole discretion.
9. **ANTI-CORRUPTION AND ANTI-BRIBERY.** Recipient will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to Altura or the Project, including by assisting any person to secure an improper advantage.
10. **PUBLICITY.** Altura may publicly disclose information about the award of this Grant, including Recipient's name and logo, the total amount awarded, and a description of the Project. Recipient may also publicly disclose Altura's name, the total amount awarded, and a description of the Project, as long as Recipient obtains prior written approval before using Altura's name, logo, and/or any of its trademarks and/or brand elements for any purpose. Any public disclosure under this section by Recipient or Recipient's subcontractors, owners, contingent workers, agents, or affiliates must be made in accordance with Altura's then-current brand guidelines, which are available at: <https://www.alturanft.com/legal>.
11. **COMPLIANCE WITH LAWS.** In carrying out the Project, Recipient will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the contractual, intellectual property, privacy, or publicity rights of any third party.
12. **RELIANCE.** Recipient acknowledges that Altura is relying on the information Recipient provides in the Grant Application, reports, and discussions and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. Recipient represents and warrants that Altura may continue to rely on this information and on any additional information Recipient provides regarding its activities and progress.
13. **TERM; END DATE.** This Agreement commences on the Start Date and continues until the end date indicated on the Grant Award Notice ("**End Date**"), unless terminated earlier as provided in this Agreement. Altura, in its discretion, may approve in writing any request by Recipient for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.
14. **TERMINATION.** Altura may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) Altura is not reasonably satisfied with Recipient's progress on the Project; (b) there are significant changes to Recipient's leadership or other factors that Altura reasonably believes may threaten the Project's success; (c) there is a change in Recipient's control; (d) Recipient fails to comply with this Agreement; or (e) any other factors deemed relevant by Altura.

15. **RETURN OF FUNDS.** Any Grant Funds that have not been used by Recipient upon expiration or termination of this Agreement must be returned promptly to Altura. At Altura's request, Recipient will repay any portion of Grant Funds used in material breach of this Agreement, as determined by Altura in its discretion. If Recipient ceases its integration or ceases to support its integration with Altura's platform at any time within 24 months after expiration or termination of this Agreement, then Recipient will be required to return all Grant Funds.
16. **RECORDKEEPING.** Recipient will maintain complete and accurate accounting records and copies of any reports submitted to Altura relating to the Project. Recipient will retain such records and reports for four years after Grant Funds have been fully spent. At the request of Altura, or its designee, Recipient will make such records and reports available to enable Altura to monitor and evaluate how Grant Funds have been used or committed.
17. **SURVIVAL.** A party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.
18. **ENTIRE AGREEMENT, CONFLICTS, AND AMENDMENTS.** This Agreement, together with the Grant Rules and the Grant Award Notice, contains the entire agreement of the parties and supersedes all prior and contemporaneous agreements concerning its subject matter. If there is a conflict between or among this Agreement, the Grant Rules, and the Grant Award Notice, this Agreement will prevail, then the Grant Award Notice, and finally the Grant Rules. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both parties.
19. **NOTICES AND APPROVALS.** Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other party's primary contact specified in the Grant Award Notice, or as otherwise directed by the other party.
20. **SEVERABILITY.** Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.
21. **ASSIGNMENT.** Recipient may not assign, or transfer by operation of law or court order, any of Recipient's rights or obligations under this Agreement without Altura's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.
22. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures or acknowledgements will be binding for all purposes.

23. **GOVERNING LAW.** This Agreement, for all purposes, will be governed and interpreted according to the laws of the State of Delaware, without giving effect to its conflicts of law provisions that would require a different result.
24. **DISPUTE RESOLUTION.** Any dispute that may not be brought in small claims court will be resolved by binding and confidential arbitration conducted in the English language, in New York, New York, before one commercial arbitrator from the American Arbitration Association (“AAA”) with substantial experience in resolving commercial contract disputes and governed by the AAA’s Commercial Arbitration Rules (the “Rules”). EACH PARTY’S RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. EACH PARTY IS ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. ARBITRATOR DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT. Any arbitration award will be final and binding upon the parties without appeal or review except as permitted by State of Delaware law or United States federal law. Each party will bear its own costs with respect to the arbitration procedure. Notwithstanding the foregoing, (1) either party may bring an individual action in small claims court, and (2) claims of (A) defamation, (B) violation of the Computer Fraud and Abuse Act, or (C) infringement or misappropriation of the other party’s intellectual property rights, may be exclusively brought in the state or federal courts located in Delaware. The parties agree to submit to the exclusive personal jurisdiction of such courts for such purpose. A request for equitable relief will not be deemed a waiver of the right to arbitrate.
25. **CONFIDENTIAL INFORMATION.** If the Project involves any protected information (including personally identifiable, protected health, or third-party confidential), then Recipient will not disclose this information to Altura without obtaining Altura’s prior written approval and all necessary consents to disclose such information. Any activities by Altura in reviewing documents and providing input or funding do not modify Recipient’s responsibility for complying with this Agreement.
26. **INDEMNIFICATION.** Recipient will indemnify, defend, and hold harmless Altura and its owners, employees, and agents (“*Indemnified Parties*”) from and against any and all demands, claims, actions, suits, losses, damages (including property damage, bodily injury, and wrongful death), arbitration and legal proceedings, judgments, settlements, costs, or expenses (including reasonable attorneys’ fees and expenses) (collectively, “*Claims*”) arising out of or relating to the acts or omissions, actual or alleged, of Recipient or Recipient’s owners, employees, subcontractors, contingent workers, agents, and affiliates arising out of or relating to this Agreement or Recipient’s general business activities. Recipient agrees that any activities by Altura in connection with the Project, such as its review or proposal of suggested modifications to the Project, will not modify or waive Altura’s rights under this paragraph. An Indemnified Party may, at its own expense, employ separate counsel to monitor and participate in the defense of any Claim.

27. **INSURANCE.** Recipient will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Project in accordance with generally-accepted industry standards and as required by law.
28. **MONITORING, REVIEW, AND AUDIT.** Altura may monitor and review Recipient's use of the Grant Funds, performance of the Project, and compliance with this Agreement, which may include in-person meetings to assess Recipient's organization's governance, management, and operations, discuss Recipient's program and finances, and review relevant financial and other records and materials. In addition, Altura, or its designee, may conduct audits at any time during the term of this Agreement and within four years after any Grant Funds have been spent. Any onsite visit or audit shall be conducted at Altura's expense, following prior written notice, during normal business hours, and no more than once during any 12-month period.
29. **INTERNAL OR THIRD PARTY AUDIT.** If during the term of this Agreement Recipient is audited by Recipient's internal audit department or by a third party, then Recipient will provide the audit report to Altura upon request, including the management letter and a detailed plan for remedying any deficiencies observed ("***Remediation Plan***"). The Remediation Plan must include (a) details of actions Recipient will take to correct any deficiencies observed and (b) target dates for successful completion of the actions to correct the deficiencies.
30. **LEGAL ENTITY AND AUTHORITY.** Recipient confirms that: (a) if an entity, Recipient is an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which Recipient is organized or formed; (b) Recipient has the right to enter into and fully perform this Agreement; and (c) Recipient's performance will not violate any agreement or obligation between Recipient and any third party. Recipient will notify Altura immediately if any of this information changes during the term of this Agreement.

BY SUBMITTING THE GRANT APPLICATION, RECIPIENT IS INDICATING THAT RECIPIENT HAS READ AND CONSENTS TO BE BOUND BY THIS AGREEMENT AND THE GRANT RULES. IF RECIPIENT HAS NOT READ THIS AGREEMENT, OR DOES NOT AGREE TO BE LEGALLY BOUND BY IT, THEN RECIPIENT SHOULD NOT SUBMIT THE GRANT APPLICATION.

END OF GRANT AGREEMENT

Effective July 1, 2024

**SCHEDULE A**  
**FORM OF GRANT AWARD NOTICE**

[Attached]