

# ENS DAO SERVICE PROVIDER PROGRAM TERMS

*Version: 1.0 Effective: 14 May 2026*

## 1. INTRODUCTION AND ACCEPTANCE

### 1.1 The Program

These Program Terms govern the participation of recipients selected through the ENS DAO Service Provider Program (the “**Program**”) for the purpose of developing or maintaining projects that aim to create value for the Ethereum Name Service. The Program is operated by the ENS Foundation (the “**Foundation**”), a Cayman Islands foundation company having its registered office at 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands.

### 1.2 What these Program Terms are

These Program Terms apply to every Recipient selected to receive Service Fees through the Program. The recipient-specific commercial terms (including the identity of the Recipient, the Project, the aggregate Service Fees and the Term) are set out in a separate document issued by the Foundation to each selected Recipient (the “**Award Notice**”). Together, these Program Terms and the Award Notice issued to a Recipient constitute the binding contract between the Foundation and that Recipient (the “**Agreement**”).

### 1.3 Acceptance and binding effect

By submitting an application to the DAO for selection under the Program, an Applicant: (a) acknowledges that it has read, understood and is willing to be bound by these Program Terms; (b) agrees that, if selected by the DAO, it will be bound by these Program Terms in the version published or linked in the Program Documents in force at the time of submission of its application (or, if specified differently in the Award Notice, the version referenced therein); (c) agrees to execute the Award Notice issued to it by the Foundation, by which acceptance of these Program Terms is formalised, prior to the disbursement of any Service Fees; and (d) acknowledges that these Program Terms are not subject to negotiation or modification by the Applicant or the Recipient. Any application or proposal that purports to vary, qualify or condition acceptance of these Program Terms shall be of no effect. The Foundation shall use reasonable endeavours, to the extent within its control, to ensure that the Program Documents identify, by stable URL and version, the Program Terms applicable to applicants at the time of the application window.

### 1.4 No obligation to enter into an Award Notice

Selection by the DAO does not, of itself, create any contractual obligation on the part of the Foundation, and the Foundation reserves the right not to issue, or not to countersign, an Award Notice in respect of any Applicant if the Foundation reasonably considers that doing so would create or risk legal, regulatory, sanctions, reputational, security or fiduciary concerns, or would otherwise be inconsistent with the Foundation’s constitutional documents or applicable law.

## 2. DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

In these Program Terms, unless the context otherwise requires:

“**Agreement**” has the meaning given in clause 1.2;

“**Applicant**” means any Person that has submitted an application or proposal for selection under the Program;

“**Award Notice**” means the document issued by the Foundation to a selected Recipient pursuant to clause 1.2, in substantially the form published by the Foundation from time to time, recording the recipient-specific commercial terms of an award;

“**Business Day**” means any day other than a Saturday, Sunday or public holiday on which commercial banks are open for general business in (a) New York, New York and (b) the Cayman Islands;

“**Confidential Information**” has the meaning given in clause 10.1;

“**DAO**” means the community of holders of \$ENS governance tokens (and any delegates appointed by such holders to participate in such governance processes) acting through the on-chain and off-chain governance processes published by ENS Labs Ltd. or the Foundation from time to time. For the avoidance of doubt, the DAO is not a legal entity, and references in these Program Terms to the DAO “selecting”, “approving”, “determining” or “voting” are references to the relevant governance process arriving at an outcome and shall be construed accordingly;

“**DAO Governance Outcome**” means the outcome of a DAO governance process duly conducted in accordance with the DAO’s governance processes in force at the relevant time;

“**Effective Date**” means the effective date of these Program Terms set out at the head of this document, or, in respect of a Recipient, the effective date set out in the Award Notice issued to that Recipient;

“**ENS**” means the Ethereum Name Service;

“**ENS Forum**” means the public web forum maintained from time to time at <https://discuss.ens.domains> or any successor forum designated by the Foundation;

“**Foundation Marks**” means the names, trade marks, service marks, logos and other indicia of origin of the Foundation and of ENS, as notified by the Foundation to the Recipient from time to time;

“**KYC Information**” means such know-your-customer, beneficial ownership, source-of-funds, sanctions, anti-money laundering, counter-terrorist-financing and wallet-screening information and documentation as the Foundation may reasonably require under clause 3.5, including in respect of the Recipient itself, its directors, officers, key personnel, beneficial owners and connected wallets;

“**Material Change**” means any of the following in respect of the Project: (a) the departure or replacement of any individual identified in the Recipient’s application as a key person; (b) any material change to the scope, deliverables, methodology or technical architecture of the Project; (c) any change in the legal or beneficial ownership or control of the Recipient; (d) any relocation of the Recipient’s primary place of

business or jurisdiction of organisation; (e) any change to the open-source licensing model applicable to Project Materials; or (f) any other matter that could reasonably be expected to have a material adverse effect on the Project or on the Recipient's ability to perform the Agreement;

**"Person"** means any natural person, corporate or unincorporated body (whether or not having separate legal personality) and any other entity, arrangement, government or governmental authority;

**"Program"** has the meaning given in clause 1.1;

**"Program Documents"** means the DAO proposal, governance post or other instrument by which the Program (or a season or phase of it) was approved by the DAO, identified by stable URL, version reference and date in the Award Notice;

**"Project"** means the project described in the Recipient's Award Notice (and, where applicable, in the application or proposal cross-referenced therein), as the same may be modified from time to time with the prior written consent of the Foundation;

**"Project Materials"** means all software, source code, documentation, designs, specifications, technical materials and other works of authorship developed, produced or delivered by or on behalf of the Recipient in the course of the Project;

**"Recipient"** means an Applicant that has been selected by the DAO under the Program and to which the Foundation has issued an Award Notice;

**"Sanctioned Country"** means any country, territory or region that is the subject of comprehensive economic sanctions, including, as at the Effective Date, Belarus, Cuba, Iran, North Korea, Russia, Syria, and the regions of Crimea, Donetsk, Luhansk, Kherson and Zaporizhzhia of Ukraine;

**"Sanctioned Person"** means any Person that is, or is owned 50 per cent. or more, or otherwise controlled, directly or indirectly, in the aggregate, by one or more Persons that are: (a) the subject or target of economic sanctions or export restrictions, or named on any U.S., EU, EU member state, UK, UN, Singaporean or other sanctions- or export-restricted party list, including without limitation the lists referred to in clause 9.1(a); (b) a government of, or established, formed, organised, located, resident, or otherwise operating in any Sanctioned Country; or (c) otherwise restricted, embargoed or prohibited under applicable law from entering into agreements with U.S., UK, EU or Singaporean entities or persons;

**"Service Assessment"** means a service assessment as defined in the Program Documents;

**"Service Fees"** means the service fees approved through the applicable DAO governance process and described in the Award Notice, payable in accordance with clause 5;

**"Smart Contract"** means the smart contract identified in the Award Notice through which Service Fees are made available to the Recipient; and

**"Term"** means the period set out in the Award Notice, as the same may be extended or shortened in accordance with the Agreement.

## 2.2 Interpretation

In these Program Terms: (a) the singular includes the plural and vice versa; (b) references to a clause are to

a clause of these Program Terms unless otherwise specified; (c) references to a statute or statutory provision include any subordinate legislation made under it and any amendment, re-enactment or replacement of it; (d) the words “including”, “in particular” and “for example” are illustrative and do not limit the words preceding them; (e) headings are for convenience only; (f) references to writing include email; and (g) in the event of any conflict between these Program Terms and an Award Notice, these Program Terms shall prevail save to the extent the Award Notice expressly provides otherwise in respect of a clearly-identified provision.

### **3. THE FOUNDATION, THE DAO AND THE PROGRAM**

#### **3.1 Role of the Foundation**

The Foundation is a Cayman Islands foundation company that, among other things, administers the Program by issuing Award Notices, facilitating the making available of Service Fees through the Smart Contract, and enforcing these Program Terms, in each case in accordance with these Program Terms, its constitutional documents and applicable law.

#### **3.2 Role of the DAO**

The DAO is a community of token holders (and any delegates appointed by such holders, and other participants in the relevant governance process) that participates in governance processes in respect of ENS. The DAO is not a legal entity and does not, as a matter of law, have legal personality, contractual capacity or the power to bind the Foundation. References in these Program Terms to selection or approval by the DAO are references to the outcome of the relevant DAO governance process.

#### **3.3 Effect of DAO Governance Outcomes**

The Foundation will give effect to DAO Governance Outcomes relating to the Program only to the extent that doing so is consistent with: (a) applicable law (including without limitation Cayman Islands law and any sanctions, anti-money laundering, securities, tax or other laws applicable to the Foundation, the Recipient or any Person involved in the Program); (b) the Foundation’s constitutional documents; (c) the directors’ fiduciary, statutory and equitable duties; and (d) the Foundation’s solvency and good standing. Nothing in the Agreement obliges the Foundation to give effect to any DAO Governance Outcome that, in the reasonable opinion of the Foundation’s directors, would breach any of the foregoing.

#### **3.4 No general funding obligation**

The Foundation’s obligation to make Service Fees available is limited to amounts that have been: (a) approved through a DAO governance process for the Program (or for the relevant season or phase of the Program); and (b) actually funded into the Smart Contract or otherwise made available to the Foundation for the purposes of disbursement under the Program. The Foundation has no obligation to fund Service Fees from its own balance sheet, treasury or general assets, and the Foundation shall have no liability to the Recipient if Service Fees are not, or cease to be, available to be disbursed for any reason outside the Foundation’s reasonable control, including without limitation the failure of the DAO to approve, ratify or continue funding for the Program, the failure of the Smart Contract to operate as intended, the insolvency of the Foundation, the lawful unavailability of funds to the Foundation, or any other circumstance that

would render disbursement inconsistent with clause 3.3. Nothing in this clause 3.4 entitles the Foundation to divert, deplete or apply for other purposes any funds that have been made available to the Foundation specifically for the disbursement of Service Fees to the Recipient.

### **3.5 KYC, sanctions and wallet screening**

The Foundation may at any time, before or during the Term, require the Recipient to provide such KYC Information as the Foundation reasonably requires. The Recipient shall provide all such KYC Information promptly upon request and shall ensure that all KYC Information provided is, and remains, complete, accurate and not misleading. The Foundation may delay, suspend or refuse the disbursement of Service Fees pending receipt of KYC Information and the Foundation's satisfaction with the results of its review. Failure to provide KYC Information promptly upon request, or the provision of incomplete, inaccurate or misleading KYC Information, shall constitute a material breach of the Agreement. Where the Foundation reasonably determines that the disbursement of Service Fees to the Recipient would, or would be reasonably likely to, place the Foundation in breach of any applicable sanctions, anti-money laundering, counter-terrorist financing or other law or regulation, the Foundation may withhold or refuse disbursement (or, where required by applicable law, by order of a court or regulator, or by sanctions return-to-sender mechanics, redirect that disbursement), and the Foundation shall have no liability to the Recipient in respect of any such withholding, refusal or required redirection.

## **4. THE GRANT AND THE PROJECT**

### **4.1 Grant**

Subject to the Recipient's compliance with the Agreement, and subject to clauses 3.3, 3.4 and 3.5, the Foundation agrees to make the Service Fees available to the Recipient during the Term in accordance with clause 5 and the Award Notice, solely for the purpose of developing and maintaining the Project.

### **4.2 Conduct of the Project**

The Recipient shall develop and maintain the Project: (a) in accordance with the description set out in the Award Notice; (b) in compliance with the Agreement and all applicable laws and regulations; and (c) wherever possible, in accordance with the applicable technical user documentation of the Foundation and ENS Labs Ltd.

### **4.3 Independent Contractor**

The Recipient is an independent third-party recipient of a grant. Nothing in the Agreement creates any agency, partnership, joint venture or employment relationship between the Foundation and the Recipient, nor authorises either Party to bind or commit the other.

### **4.4 Material Changes**

The Recipient shall notify the Foundation in writing of any Material Change as soon as reasonably practicable, and in any event no later than ten (10) Business Days after the Recipient becomes aware of the Material Change. The Foundation may, by written notice given within thirty (30) days of receipt of such

notification, suspend the Service Fees in accordance with clause 14.2 pending review of the Material Change, and may treat the failure to notify a Material Change as a material breach of the Agreement.

## **5. PAYMENT OF SERVICE FEES**

### **5.1 Service Fees**

The Foundation shall make available to the Recipient Service Fees in the aggregate amount, at the rate, in the token, on the network and on the schedule set out in the Award Notice, for the duration of the Term.

### **5.2 Payment Mechanism**

Service Fees shall be made available through the Smart Contract, which permits the Recipient to withdraw amounts vested in its favour from time to time, with the available balance updated as further described in the Award Notice. Withdrawal of any amount from the Smart Contract by the Recipient shall constitute receipt of that amount for all purposes of the Agreement.

### **5.3 Conditional nature of payment obligation**

The Foundation's obligation to make Service Fees available under clause 5.1 is conditional on, and limited by: (a) the Smart Contract being and remaining funded with sufficient balance for the relevant period; (b) the Foundation's compliance with clauses 3.3, 3.4 and 3.5; and (c) the absence of any suspension under clause 14.2. The Foundation shall not be liable to the Recipient for any failure to disburse Service Fees that arises from the matters set out in (a) to (c).

### **5.4 Loss of wallet or infrastructure**

The Foundation shall have no liability or obligation to compensate the Recipient for, or to replace, any Service Fees that are lost as a result of the loss of control of any wallet, key, account or infrastructure of the Recipient or any Person acting on its behalf, or as a result of any technical failure, exploit, hack or compromise affecting the Recipient.

### **5.5 Notification of misappropriation**

If the Recipient becomes aware that Service Fees have been, or may have been, misappropriated, lost or otherwise compromised, the Recipient shall notify the Foundation as soon as reasonably practicable, and in any event no later than forty-eight (48) hours after becoming so aware.

### **5.6 Foundation right to delay or withhold**

Without limiting clause 3.5 or clause 14, the Foundation may delay or withhold disbursement of Service Fees (or, where required by applicable law, by order of a court or regulator, by sanctions return-to-sender mechanics, or by another clearly lawful compliance reason, redirect such disbursement) if the Foundation reasonably believes that: (a) the Recipient is in material breach of the Agreement; (b) the disbursement would place the Foundation in breach of applicable law; (c) further information is required from the Recipient under clause 3.5 or otherwise; or (d) a DAO governance process is reasonably likely to result in a DAO Governance Outcome materially affecting the Service Fees, in which case the Foundation may delay disbursement for a period not exceeding ninety (90) days from the date of notification to the Recipient

under this clause 5.6(d), pending the outcome of that process, after which the Foundation shall either resume disbursement or proceed under clause 14.

### **5.7 Cessation of withdrawals on breach awareness**

The Recipient acknowledges that the Smart Contract continues to release vested Service Fees in the absence of affirmative action by the Recipient. Where the Recipient becomes aware of (a) any actual or potential breach of clauses 7.3, 9.1 or 9.2; (b) any actual or potential misappropriation, loss or compromise of Service Fees; or (c) any other matter that would reasonably be likely to cause the Foundation to delay, suspend or withhold disbursement under clauses 3.5, 5.6 or 14.2, the Recipient shall, in addition to its notification obligations under clauses 4.4, 5.5, 7.3 and 9.3: (i) immediately cease withdrawing Service Fees from the Smart Contract; (ii) hold any vested but unwithdrawn Service Fees pending written guidance from the Foundation; and (iii) not spend, transfer, distribute or otherwise apply any Service Fees that have been withdrawn but not yet applied to the Project, save in accordance with written guidance from the Foundation.

### **5.8 Wallet hygiene**

The Recipient shall: (a) maintain sole beneficial ownership and control of the receiving wallet identified in the Award Notice (the “**Approved Wallet**”), whether directly or through approved signers or an approved multi-signature arrangement disclosed in or pursuant to the Award Notice; (b) promptly notify the Foundation in writing of any rotation, multi-signature configuration change, signer change, or other change to the control structure of the Approved Wallet; (c) promptly notify the Foundation in writing of any actual or suspected compromise of the Approved Wallet, or of any key, credential or infrastructure relating to it; (d) not commingle Service Fees with the Recipient’s general working capital, personal funds, or funds unrelated to the Project, save to the extent strictly necessary for the conduct of the Project and consistent with clauses 6.1 and 6.2; and (e) maintain transaction records sufficient to reconcile the Recipient’s records of Service Fees received and applied against the on-chain record of disbursements from the Smart Contract.

## **6. USE OF FUNDS, RECORDS AND REPORTING**

### **6.1 Use of funds**

The Recipient shall: (a) use the Service Fees solely for the Project as described in the Award Notice and in any application of the Recipient cross-referenced in the Award Notice (which application is, to that extent, incorporated by reference into and forms part of the Agreement); (b) not use the Service Fees for any purpose prohibited by applicable law; and (c) provide written acknowledgement of receipt of Service Fees upon first receipt or withdrawal of any Service Fees by or on behalf of the Recipient, and thereafter upon reasonable request by the Foundation.

### **6.2 Books and records**

The Recipient shall maintain complete and accurate books and records of all receipts of, and expenditures from, the Service Fees, in accordance with the Recipient’s ordinary course accounting practices applied consistently. The Recipient shall retain such books and records for a period of not less than six (6) years from the end of the Term.

### **6.3 Quarterly reports**

Consistent with the Program Documents, the Recipient shall, within thirty (30) days after the end of each calendar quarter falling within the Term, deliver to the Foundation a written report (the “**Quarterly Report**”) in such form as the Foundation may reasonably specify, summarising: (a) progress against the Project, including the metrics and key performance indicators set out in the Award Notice and any further metrics or key performance indicators proposed by the Recipient since the prior report; (b) the total amount of Service Fees received by the Recipient during that quarter; (c) the application of those Service Fees during that quarter, in sufficient detail to demonstrate compliance with clauses 6.1 and 7.2(c); and (d) any matters notified, or proposed to be notified, under clause 4.4.

The Recipient shall, within the same period, post on the ENS Forum a public version of the Quarterly Report comprising the matters at (a), (b) and (d) above, together with a reasonable summary of the application of Service Fees referred to at (c) above. Where the financial information described at (c) above includes commercially sensitive payroll, vendor, contractor or counterparty details, the Recipient may deliver such information to the Foundation privately (and outside the public ENS Forum post) provided that the public post nevertheless contains a reasonable summary that demonstrates broad compliance with clauses 6.1 and 7.2(c). For the avoidance of doubt, the Foundation may require the Recipient to deliver further detailed backup in respect of any item in the Quarterly Report at any time, which detailed backup shall be delivered privately and not posted publicly.

### **6.4 Annual reconciliation and repayment**

Within sixty (60) days after the end of each calendar year falling within the Term, and within sixty (60) days after the end of the Term, the Recipient shall deliver to the Foundation a reconciliation of Service Fees received against expenditure on the Project. Any portion of the Service Fees that has not been, and is not committed to be, applied to the Project (where “committed” means subject to bona fide, documented and reasonably detailed contractual obligations to third parties, employment commitments to Project personnel, or planned Project expenditure that (i) has been disclosed to the Foundation in the Recipient’s most recent Quarterly Report and (ii) is expected to be incurred within ninety (90) days of the date of reconciliation, in each case unless otherwise approved by the Foundation in writing) shall be repaid by the Recipient to the Foundation (or to such address as the Foundation directs) within thirty (30) days of identification, unless the Foundation agrees otherwise in writing.

### **6.5 Audit and inspection**

In the event of a Service Assessment, and otherwise on reasonable prior notice, the Recipient shall provide the Foundation, its representatives and any stewards appointed by the Foundation from time to time as a point of contact for the Program (the “**Foundation-Appointed Stewards**”) with reasonable access to the Recipient’s books, records, accounts and personnel, and shall furnish such other information as the Foundation, its representatives or any Foundation-Appointed Steward may reasonably request, in each case in connection with the use of the Service Fees or the progress of the Project. The Foundation shall procure that any Foundation-Appointed Steward who is given access to non-public information of the Recipient under this clause 6.5 is bound by obligations of confidentiality and non-use in respect of that information at least as protective as those set out in clause 10.

## **7. ACCESS AND RESTRICTIONS**

### **7.1 Access**

During the Term, and subject to the Recipient's compliance with the Agreement, the Recipient has a non-exclusive, royalty-free, non-transferable right to use, internally and solely for the purpose of developing and maintaining the Project, materials and information provided by or on behalf of the Foundation, or otherwise made available through ENS community or governance channels.

### **7.2 Restrictions**

The Recipient shall not, and shall not permit or assist any third party to: (a) attempt to reverse engineer (except to the extent permitted by applicable law), decompile, disassemble or otherwise discover the source code, object code or underlying structure, ideas or algorithms of any system that is not open source or that is the proprietary technology of a third party that is not open source; (b) modify, translate or create derivative works that would infringe the intellectual property rights of any third party; (c) use, apply, distribute, transfer or otherwise commit the Service Fees, in whole or in part, for any purpose other than the Project as described in the Award Notice and any application of the Recipient cross-referenced therein, and in particular shall not apply Service Fees to: (i) any other activity, project or initiative of the Recipient, whether or not separately approved by the DAO, except where the relevant work is necessary for, and directly attributable to, the Project; (ii) any distribution, dividend or other transfer to the Recipient's founders, members, shareholders, owners, directors or affiliates, other than as bona fide compensation for services provided to the Project, or as arm's-length payment for goods or services supplied to the Project; or (iii) general working capital, treasury reserves or operating expenses of the Recipient that are not reasonably attributable to the Project; (d) remove or deface any notice of confidentiality, trade mark or other indicia of ownership contained in or displayed via any Foundation technology; (e) infringe or otherwise violate any copyright, patent, trade mark or other proprietary right of the Foundation or any other third party; or (f) develop or transmit any source code or materials containing or embodying any virus, worm, Trojan horse, malware or other contaminating, destructive or harmful code or feature.

### **7.3 Compliance generally**

The Recipient shall act in compliance with: (a) the rights granted under the Agreement; and (b) all applicable laws, including without limitation privacy, cybersecurity and data protection laws and regulations applicable to the Project. The Recipient represents and warrants that, as of the Effective Date and at all times during the Term, it is not in violation of any applicable law, statute, ordinance or regulation. Notwithstanding anything to the contrary, the Recipient assumes sole responsibility for complying with all applicable laws and regulations in connection with all of its activities.

## **8. INTELLECTUAL PROPERTY AND PUBLICITY**

### **8.1 Software licence**

All software developed by or on behalf of the Recipient as part of the Project (the "**Recipient-Developed Materials**") shall be the copyright of the Recipient and shall be licensed by the Recipient under the MIT License (as published at [opensource.org](https://opensource.org/licenses/MIT)), unless otherwise specified in the Award Notice. The Recipient

represents and warrants that it owns, or has obtained or will obtain prior to incorporating such Third-Party Materials into the Project Materials, all rights necessary to use, modify, distribute and (where applicable) sublicense any third-party, upstream or background software that is incorporated into or required for the use of the Project Materials (the “**Third-Party Materials**”), in each case in accordance with the licence terms governing such Third-Party Materials. The Foundation may, in the Award Notice or by separate written consent, permit an alternative permissive open-source licence (such as Apache 2.0 or BSD-3-Clause) for the Recipient-Developed Materials where required for compatibility with software with which the Project Materials are designed to integrate. The Recipient shall not adopt any copyleft licence (including any licence in the GPL or AGPL family) for the Recipient-Developed Materials without the Foundation’s prior written consent, save that, where the Recipient is required by the terms of the open-source licence of an integrated upstream Third-Party Materials dependency to license a derivative work under a copyleft licence (a “**Mandated Copyleft Dependency**”), the Recipient may adopt the required copyleft licence in respect of the relevant derivative work on prior written notice to the Foundation. The Recipient shall identify in its application (and reflect in the Award Notice) any Mandated Copyleft Dependency that the Recipient anticipates at the date of its application, and shall promptly notify the Foundation if any further Mandated Copyleft Dependency arises during the Term.

## **8.2 Documentation**

Documentation produced or created by the Recipient as part of, or in connection with, the Project Materials shall be: (a) published on a publicly accessible website or forum (which may include the ENS Forum); (b) retained for an indefinite period and in any event for not less than three (3) years from creation; and (c) licensed under the Creative Commons Attribution-ShareAlike 4.0 International Licence, unless otherwise specified in the Award Notice.

## **8.3 Open-source licensing rationale**

The Recipient acknowledges that it is receiving substantial benefit through (a) the Service Fees and (b) the broader open-source ecosystem in which the Project operates, and that an open-source licensing model for the Recipient-Developed Materials is in the interests of the Recipient and the ENS community. The Recipient agrees that the Recipient-Developed Materials shall be freely available in accordance with this clause 8.

## **8.4 Foundation Marks**

The Recipient grants to the Foundation a non-exclusive, royalty-free, worldwide licence during the Term to: (a) advertise and promote the fact that the Recipient has been selected as a recipient of Service Fees and the proposed work or scope of the Project; and (b) use, reproduce and display the Recipient’s name and logo in connection with such advertising and promotion. The Foundation grants to the Recipient, solely to the extent of the Foundation’s ownership of, or rights to license or authorise use of, the Foundation Marks, a corresponding non-exclusive, royalty-free, worldwide licence during the Term to use the Foundation Marks solely as expressly approved in writing by the Foundation, subject to any separate trade mark licence agreement entered into between the Parties from time to time. The Foundation makes no representation or warranty that it owns or has the right to license any particular element of the Foundation Marks, and the

Recipient shall not assert any claim against the Foundation in respect of any limitation on the Foundation's ability to grant rights in respect of the Foundation Marks.

## **8.5 Publicity**

Save for: (a) communications relating only to the amount and source of funding; (b) standard acknowledgements of the Foundation's support; and (c) general descriptions of the Project, the Recipient shall obtain the Foundation's prior written approval (such approval not to be unreasonably withheld or delayed) of the text of any proposed publicity referring to the Foundation, ENS Labs Ltd. or the Service Fees prior to its release. The Foundation may, at its discretion, publicise information concerning the Recipient and the Project, including the amount and purpose of the Service Fees, photographs provided by the Recipient, the Recipient's name and logo and other relevant information about the Recipient's activities.

## **9. SANCTIONS AND ANTI-MONEY LAUNDERING COMPLIANCE**

### **9.1 Sanctions Representations**

The Recipient represents, warrants and covenants that, as of the Effective Date and at all times during the Term, none of the Recipient, any of its directors, officers or employees, any Person acting on the Recipient's behalf in connection with the Agreement, any Person directly involved in the Project, any Person that directly or indirectly owns or controls the Recipient, or any Person on whose behalf the Recipient is acting:

- (a) is a Sanctioned Person, including without limitation any Person listed on (i) the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") List of Specially Designated Nationals and Blocked Persons, List of Foreign Sanctions Evaders, or Sectoral Sanctions Identifications List, (ii) the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") Denied Persons List, Entity List, Unverified List, Military End Users List or Debarred List, (iii) His Majesty's Treasury Sanctions List, (iv) the United Nations Security Council Consolidated List, or (v) any EU or EU member state restrictive measures, asset freeze or sanctions list;
- (b) is a government of, or a Person established, formed, organised, located, resident, or otherwise operating in, any Sanctioned Country;
- (c) is otherwise restricted, embargoed or prohibited under applicable law from entering into agreements with U.S., UK, EU or Singaporean entities or persons; or
- (d) has, directly or indirectly, (i) exported, re-exported, transferred, transmitted, provided, sold, diverted, transshipped or sent any digital asset, product, service, token (including any non-fungible token), cryptocurrency or other item provided to the Recipient under the Agreement to any Sanctioned Person or to any Person located in, or operating in, a Sanctioned Country, or (ii) caused the Foundation to violate any U.S., EU, UK, Singaporean or other economic sanctions or export restrictions, and shall not do so during the Term.

### **9.2 AML Representations**

The Recipient further represents, warrants and covenants that, as of the Effective Date and at all times during the Term, it: (a) operates in compliance with all applicable money transmission, anti-money

laundering and counter-terrorist financing laws and regulations, including (where applicable) the U.S. Bank Secrecy Act, as amended, and regulations made under it; (b) is duly registered or licensed as a money service business or money transmitter under U.S. state and federal law and regulations to the extent required; (c) does not engage in any conduct that violates 18 U.S.C. §§ 1956, 1957 or 1960 or any equivalent law or regulation; and (d) shall make available to the Foundation such information as the Foundation may reasonably request to demonstrate compliance with the matters referred to in clauses 9.1 and 9.2, including in connection with any investigation, inquiry, legal action, enforcement proceeding, seizure or forfeiture.

### **9.3 Continuing Notification**

The Recipient shall notify the Foundation promptly (and in any event within five (5) Business Days) if it becomes aware that any of the representations, warranties or covenants in clauses 9.1 or 9.2 are or have become incorrect, incomplete or misleading.

## **10. CONFIDENTIALITY**

### **10.1 Confidential Information**

During the Term, third-party service providers within the ENS ecosystem (each a “Third Party” and together “**Third Parties**”) and the Foundation may disclose to the Recipient confidential or non-public information (“**Confidential Information**”). Confidential Information includes, without limitation: (a) sketches, drawings, models, inventions, apparatus, equipment, formulae, algorithms, software programs and software source documents related to current, future or proposed products and services; (b) general business, sales, merchandising and marketing plans; (c) strategies, forecasts, customers, pricing, sales prospects, suppliers, distributors, licensors, licensees, partners, investors and affiliates; (d) training methods and materials; and (e) non-public financial information, client and partner lists and other business secrets.

### **10.2 Obligations**

The Recipient shall: (a) maintain the confidentiality of the Confidential Information; (b) not disclose Confidential Information to any third party without the prior written consent of the disclosing Third Party or the Foundation (as applicable); and (c) use Confidential Information only for the purposes contemplated by the Agreement. The Recipient may disclose Confidential Information to its employees, agents, contractors and professional advisers who have a legitimate need to know for the purposes of the Agreement and who are bound by written obligations of confidentiality and non-use at least as protective as those set out in this clause 10.

### **10.3 Exclusions**

The obligations in this clause 10 do not apply to information that: (a) is or becomes generally available to the public other than through breach of the Agreement; (b) is independently developed by the Recipient without reference to the Confidential Information; (c) is disclosed to the Recipient by a third party without restriction and otherwise than in breach of any duty of confidentiality; (d) was lawfully in the Recipient’s possession before disclosure and not obtained, directly or indirectly, from the relevant Third Party or the Foundation; or (e) is published in or in connection with the DAO proposal selecting the Recipient, the ENS Forum, the Snapshot or Tally voting interfaces or any other on-chain or public DAO governance process,

the Foundation's website, or is otherwise publicly disclosed by or with the authority of the Foundation or the DAO. For the avoidance of doubt, the existence of the Agreement, the identity of the Recipient, the description of the Project, the amount of the Service Fees and the headline terms of the Award Notice are not Confidential Information.

#### **10.4 Compelled disclosure**

The Recipient may disclose Confidential Information as required by applicable law, regulation, court order or order of a competent regulator, provided that, to the extent legally permitted, the Recipient gives the relevant Third Party or the Foundation prompt written notice and uses reasonable endeavours to limit the scope of disclosure.

#### **10.5 Return of materials**

Upon written request from the Foundation or the relevant Third Party, the Recipient shall promptly return or, at the disclosing party's election, destroy all Confidential Information in its possession or control, including all copies and extracts, save that the Recipient may retain one archival copy to the extent required by applicable law or its bona fide internal record-keeping policies, which copy shall remain subject to this clause 10.

### **11. INDEMNITY**

#### **11.1 Indemnity**

The Recipient shall defend, indemnify and hold harmless the Foundation and its officers, directors, agents, employees and affiliates from and against all third-party claims, actions, proceedings, regulatory investigations, damages, losses, judgments, settlements, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) any actual or alleged breach by the Recipient of any law or regulation, including without limitation those relating to data protection, privacy, sanctions or anti-money laundering; (b) the Recipient's use or application of the Service Fees; (c) any claim that the Project Materials, or the Recipient's use, distribution or licensing of them, infringe or misappropriate the intellectual property rights of any third party; (d) any unlawful act or omission of the Recipient, or any fraud, gross negligence or wilful misconduct of the Recipient; or (e) any breach of the Agreement by the Recipient, any public misconduct of the Recipient or its directors, officers or key personnel, or any misuse of the Service Fees by the Recipient, in each case that materially damages the reputation or goodwill of the Foundation, ENS or the DAO.

#### **11.2 Cap**

Subject to clause 11.3, the Recipient's aggregate liability under clause 11.1 shall not exceed two (2) times the actual amount of Service Fees received by the Recipient under the Agreement at the time the relevant claim is made.

#### **11.3 Carve-outs from cap**

The cap in clause 11.2 shall not apply to liability arising from or in connection with: (a) the Recipient's breach of clauses 9.1 or 9.2 (sanctions and AML); (b) the Recipient's fraud, gross negligence or wilful

misconduct; (c) any claim of the type described in clause 11.1(c) (third-party intellectual property infringement); or (d) any liability that cannot lawfully be limited under applicable law.

## **12. WARRANTY DISCLAIMER**

Except as expressly set out in the Agreement, and to the fullest extent permitted by law, neither the Foundation nor its affiliates, suppliers, licensors or distributors makes any warranty, express, implied, statutory or otherwise, including without limitation any implied warranty of merchantability, fitness for a particular purpose, non-infringement, or that materials provided under the Agreement are free from defects. The Foundation does not warrant the output obtainable from use of such materials. Where applicable law requires statutory warranties, their duration shall be limited to the shortest period permitted by law.

## **13. LIMITATION OF LIABILITY**

### **13.1 Excluded damages**

To the fullest extent permitted by law, neither the Foundation nor its affiliates, suppliers, licensors or distributors shall be liable, whether in contract, tort (including negligence), under statute or otherwise, for any: (a) indirect, special, incidental, consequential, exemplary or punitive damages; (b) loss, error or interruption of use or data; or (c) cost of cover or loss of business, revenues, anticipated savings or profits, in each case whether direct or indirect, even if the Foundation knew or should have known that such damages were possible.

### **13.2 Aggregate cap**

Subject to clause 13.3, the Foundation's aggregate liability arising under or in connection with the Agreement, whether in contract, tort (including negligence), under statute or otherwise, shall not exceed one hundred U.S. dollars (US\$100). The Recipient acknowledges that this cap reflects the nature of the Agreement as a grant funded through the DAO governance process and not as a commercial services arrangement, and is a fundamental basis on which the Foundation has agreed to enter into the Agreement.

### **13.3 Application and exceptions**

The exclusions and limitations in clauses 13.1 and 13.2 shall not apply to: (a) the Foundation's fraud or wilful misconduct; or (b) any other liability that cannot lawfully be limited under applicable law. The exclusions and limitations in clauses 13.1 and 13.2 shall apply regardless of the form of action and shall survive and apply even if any limited remedy in the Agreement is found to have failed of its essential purpose.

## **14. SUSPENSION AND TERMINATION**

### **14.1 Term**

The Agreement shall commence on the Effective Date and shall continue for the Term, unless earlier terminated in accordance with its terms.

## **14.2 Suspension by the Foundation**

The Foundation may, by written notice to the Recipient, suspend the Recipient's entitlement to receive further Service Fees with immediate effect if the Foundation determines (acting reasonably) that: (a) there has been unauthorised access to the Service Fees or the Recipient's account in connection with the Smart Contract; (b) the continued provision of Service Fees would, or would be reasonably likely to, cause material harm to the Foundation, its networks, systems or reputation, or subject the Foundation to legal liability; (c) the Recipient has materially breached clauses 6.1, 7, 8, 9 or 3.5; (d) a Material Change has occurred in respect of which the Foundation requires further information or review; (e) any of the matters set out in clauses 3.3, 3.4, 3.5 or 5.6 applies; or (f) the Recipient has committed any act or omission that could reasonably be considered to: (i) constitute a violation of law or be criminal in nature; or (ii) injure, tarnish, damage or otherwise materially adversely affect the operations, reputation or goodwill of the Foundation or ENS.

## **14.3 DAO governance referral**

This clause 14.3 applies only where a suspension is imposed solely under clause 14.2(f) and does not relate to a material violation of clauses 6.1, 9.1 or 9.2 and does not arise in any of the circumstances described in clauses 3.3, 3.4, 3.5 or 5.6. Where the suspension is also or instead imposed under any of clauses 14.2(a), (b), (c), (d) or (e), or otherwise involves legal, sanctions, AML, regulatory, security or fiduciary considerations, the Foundation may maintain the suspension and proceed to termination under clause 14.4 without any DAO referral.

Where this clause 14.3 applies, the Foundation shall use reasonable endeavours, to the extent within the Foundation's control, to cause the matter to be submitted to the applicable DAO governance process. The Foundation makes no representation that any such governance process will, in fact, occur or produce a particular outcome within any particular timeframe. The suspension shall continue until: (a) a DAO Governance Outcome ratifies the suspension and termination, in which case the Foundation may, subject always to clause 3.3, terminate the Agreement by written notice to the Recipient given on or after the date of that DAO Governance Outcome; (b) a DAO Governance Outcome rejects the suspension, in which case (subject always to clauses 3.3, 3.4, 3.5 and 5.6) the suspension shall lift and the Recipient shall resume entitlement to Service Fees from the date of that DAO Governance Outcome; or (c) a period of ninety (90) days from the date of suspension elapses without a relevant DAO Governance Outcome being reached, in which case the Foundation shall, in consultation with the relevant Foundation-Appointed Stewards, either lift the suspension or proceed to termination under clause 14.4. For the avoidance of doubt, no DAO Governance Outcome shall, of itself, vary, amend or terminate the Agreement; termination under sub-clause (a) above takes effect only upon the Foundation giving written notice of termination to the Recipient and is subject always to clause 3.3. Nothing in this clause 14.3 limits the Foundation's ability to maintain a suspension or to terminate the Agreement immediately where required for legal, sanctions, AML, regulatory, security or fiduciary reasons.

## **14.4 Termination for breach**

Either the Foundation or the Recipient may terminate the Agreement on written notice if the other commits a material breach of the Agreement and fails to cure that breach within ten (10) days of receipt of written

notice specifying the breach in reasonable detail; provided that no cure period shall apply to a breach of clauses 9.1 or 9.2 or to any matter described in clause 3.5.

#### **14.5 Termination for non-performance**

The Foundation may terminate the Agreement on written notice to the Recipient if: (a) the Recipient is failing to deliver the Project in accordance with the description in the Award Notice or its application; or (b) the Recipient has failed to communicate meaningfully with the Foundation, or with any Foundation steward appointed as the point of contact for the Project, for a continuous period of sixty (60) days.

#### **14.6 Effect of termination**

On termination of the Agreement: (a) the Recipient shall cease to be entitled to receive any further Service Fees; (b) the Recipient shall promptly repay any Service Fees received that have not been, and are not committed to be, applied to the Project, in accordance with clause 6.4; and (c) clauses 2, 6.4, 6.5, 8, 9, 10, 11, 12, 13, 14.6, 14.7, 16 and 17 shall survive termination.

#### **14.7 Survival of open source licences**

For the avoidance of doubt, the open source licences granted under clause 8 in respect of any Project Materials in existence at the date of termination shall continue notwithstanding such termination.

### **15. UPDATES TO THESE PROGRAM TERMS**

The Foundation may, from time to time, publish an updated version of these Program Terms (each, an “**Updated Version**”). The Foundation shall use commercially reasonable endeavours to notify each existing Recipient of any Updated Version, and the effective date of that Updated Version, by email or other written communication.

An existing Recipient shall be deemed to have accepted any Updated Version that does not constitute a Material Commercial Modification if the Recipient continues to receive Service Fees after twenty-eight (28) days from the date of notification (the “**Review Window**”). If an existing Recipient objects to a non-Material Commercial Modification within the Review Window, its exclusive remedy is to terminate the Agreement on written notice to the Foundation, in which case the Foundation shall pay the Recipient any Service Fees that have accrued and remain unpaid as at the date of termination.

A “Material Commercial Modification” means any modification of these Program Terms or the Award Notice that reduces the aggregate amount of Service Fees set out in any Recipient’s existing Award Notice, shortens the Term set out in any Recipient’s existing Award Notice, or imposes materially increased obligations on any existing Recipient.

A Material Commercial Modification shall not take effect in respect of an existing Recipient unless: (a) the Recipient has agreed to it in writing; or (b) the Recipient has been given written notice of the proposed Material Commercial Modification, has not exercised the termination right described below within thirty (30) days of receipt of such notice, and has continued to receive Service Fees after the expiry of that thirty (30) day period.

Where the Foundation gives notice of a proposed Material Commercial Modification (including any Material Commercial Modification proposed by the Foundation in connection with, or in response to, a DAO Governance Outcome), the Recipient may, by written notice to the Foundation given within thirty (30) days of receipt of such notice, terminate the Agreement, in which case the Foundation shall pay the Recipient any Service Fees that have accrued and remain unpaid as at the date of termination. Termination under this clause 15 shall be the Recipient's sole remedy in respect of the relevant Material Commercial Modification, save that this clause 15 does not affect: (i) any payment rights of the Recipient that have already accrued in respect of the period prior to termination; or (ii) any rights or remedies of the Recipient arising from an independent breach of the Agreement by the Foundation that is not constituted by the Material Commercial Modification itself. For the avoidance of doubt, no DAO Governance Outcome shall, of itself and without further action by the Foundation in accordance with this clause 15, vary, amend or terminate the Agreement, and nothing in this clause 15 shall require the Foundation to give effect to any DAO Governance Outcome contrary to clause 3.3. The version of these Program Terms referenced in a Recipient's Award Notice shall apply to that Recipient unless and until an Updated Version takes effect in respect of that Recipient in accordance with this clause 15.

## **16. RESPONSIBILITY FOR THIRD PARTIES**

The Recipient remains responsible for its agents, employees, contractors, sub-contractors and any other Person over which it exerts control for compliance with the Agreement, and any access to or use of materials provided under the Agreement is for the sole benefit of the Recipient. The Recipient is solely responsible for its relationships with third parties and for any related billing, technical support or disputes.

## **17. GENERAL**

### **17.1 Notices**

Save as expressly otherwise provided, any notice under the Agreement shall be in writing and shall be delivered by hand, by first-class mail or by major commercial courier to: (a) in the case of the Foundation, ENS Foundation, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands; and (b) in the case of the Recipient, the address set out in the Award Notice. Email notice shall be effective if sent to the email address last notified by the recipient Party for that purpose. Quarterly reports under clause 6.3 may be delivered by email or by posting on the ENS Forum.

### **17.2 Severability**

If any provision of these Program Terms or the Award Notice is held to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the remainder remains in full force and effect.

### **17.3 Assignment**

The Recipient may not assign or transfer the Agreement, or any of its rights or obligations under the Agreement, in whole or in part, without the prior written consent of the Foundation (such consent to be at the Foundation's sole discretion). Any purported assignment or transfer in breach of this clause shall be void. The Foundation may freely assign the Agreement.

#### **17.4 Entire agreement**

These Program Terms, together with the Award Notice issued to the Recipient, constitute the entire agreement between the Foundation and the Recipient relating to the subject matter and supersede all prior or contemporaneous understandings, communications and agreements, written or oral. Save as set out in clause 15, no waiver, amendment or modification shall be effective unless in writing signed by both Parties.

#### **17.5 Relationship of the parties**

Nothing in the Agreement creates any agency, partnership, joint venture or employment relationship between the Foundation and the Recipient.

#### **17.6 Force majeure**

Neither Party shall be liable for any failure or delay in performance of its obligations under the Agreement (other than payment obligations expressed in fixed amounts) to the extent such failure or delay results from circumstances beyond its reasonable control, including weather, fire, flood, earthquake, war, embargo, strike, riot, civil unrest, acts of terrorism, pandemic or epidemic, cyberattack or exploit (including any exploit of the Smart Contract), the failure of the Smart Contract to operate as intended, the halt or contentious fork of any underlying blockchain network, regulatory or governmental action specifically directed at the Ethereum Name Service or at the broader cryptocurrency or digital asset ecosystem, or the intervention of any governmental entity. The affected Party shall give prompt written notice to the other Party, and its obligations shall be suspended for the duration of the relevant event. Notwithstanding the foregoing: (a) nothing in this clause 17.6 limits or overrides the Foundation's rights or the Recipient's obligations under clauses 3.3, 3.4, 3.5 or 5.3, or any accrued repayment, return, KYC, sanctions, AML or notification obligation of the Recipient; and (b) a Party shall not be entitled to rely on this clause 17.6 to the extent that the relevant event was caused, in whole or in part, by that Party's own breach of the Agreement or its own wilful misconduct, gross negligence or fraud.

#### **17.7 Studies and marketing**

During the Term: (a) the Recipient shall reasonably participate, where commercially practicable, in case studies and other similar marketing efforts reasonably requested by the Foundation; (b) the Foundation may disclose to third parties that the Recipient is a recipient of Service Fees; and (c) the Foundation may include in its website, case studies, marketing materials, conference presentations and other speaking opportunities, the Recipient's testimonials and feedback regarding the Project, the Recipient's name, website URL, use case, logo and other marks. On request from the Recipient, the Foundation shall promptly cease such disclosure and use, save to the extent already included in then-existing materials.

#### **17.8 Governing law and venue**

The Agreement is governed by, and shall be construed in accordance with, the laws of the State of New York, without regard to its conflict of laws principles. The 1980 United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Save for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court), any dispute arising under the Agreement shall be finally resolved by arbitration administered by the Judicial Arbitration and Mediation Service, Inc. ("JAMS") in accordance with its Comprehensive Arbitration Rules, before a

single arbitrator appointed in accordance with those Rules. The seat of the arbitration shall be New York, New York, the language of the arbitration shall be English, and the award shall be enforceable in any court of competent jurisdiction. Subject to the foregoing arbitration provision, the Parties consent to exclusive jurisdiction in the state and federal courts located in Manhattan, New York.

### **17.9 No third party beneficiaries; DAO as limited beneficiary**

(a) Save as expressly provided in clause 17.9(b), a person who is not a party to the Agreement has no right to enforce any term of it. This clause does not limit any right of a Third Party expressly recognised under clause 10 in respect of its Confidential Information.

(b) The Recipient acknowledges that the DAO, acting solely and exclusively through a duly-conducted DAO Governance Outcome formally directed at the Recipient (and not, for the avoidance of doubt, by any individual holder of \$ENS governance tokens, any individual delegate, or any individual forum or governance participant), is an intended beneficiary of clauses 6 (use of funds, records, reporting and repayment) and 9 (sanctions and AML compliance) of the Program Terms (the “**Beneficiary Provisions**”). The Beneficiary Provisions may be enforced by, or pursuant to, a DAO Governance Outcome that is formally directed at the Recipient and that specifies (i) the Beneficiary Provision to be enforced, (ii) the alleged breach giving rise to enforcement, and (iii) the Person designated by the DAO Governance Outcome to exercise such enforcement rights on behalf of the DAO. Any such designated Person (the “**Designated Enforcer**”) must, at the date of designation and at all times during the exercise of enforcement rights: (A) be a legal person with the capacity to bring proceedings under applicable law; (B) not be a Sanctioned Person; (C) not be controlled by, or under common control with, the Recipient; and (D) be bound by written obligations of confidentiality in respect of any non-public information received in the course of enforcement, on terms at least as protective as those in clause 10. The enforcement rights conferred by this clause 17.9(b) are exercisable without prejudice to, and do not derogate from, the Foundation’s primary enforcement rights under the Agreement, and are subject always to clause 3.3. For the avoidance of doubt, no Person may bring or maintain proceedings under this clause 17.9(b) other than a Designated Enforcer acting pursuant to a DAO Governance Outcome that satisfies the foregoing requirements.

### **17.10 Waiver**

No failure or delay by either Party in exercising any right under the Agreement shall operate as a waiver of that right, nor shall any partial exercise preclude any further exercise.

*[End of Program Terms — see separate Award Notice for recipient-specific commercial terms]*