

**Project Support Grant Agreement
from Open Sats Initiative, Inc. (EIN 85-2722249)**

Date of Agreement:

Grantee:

ID#:

Purpose of Grant: See Exhibit A containing Grantee's Proposal

Total Amount of Grant:

Date of Award:

Project Period:

Payment Schedule:

This grant is awarded by Open Sats Initiative, Inc. (EIN: 85-2722249), a Texas not-for-profit corporation and 501(c)(3) public charity, (the "Initiative"), to the recipient, _____, (the "Grantee"), subject to the following terms and conditions:

- A. This grant must be used for the purpose identified above, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without the Initiative's prior written approval.
- B. The Initiative may request that Grantee return any unexpended grant funds remaining at the end of the Project Period, or if the Grantee ceases to complete or fails to complete project obligations set out in the Grantee's Proposal. Should funds remain at such time, Grantee will contact the Initiative to discuss options including extending the Project Period, returning grant funds, and/or other options.
- C. This grant may be used for Grantee's activities (i) as committed to in its grant proposal made to the Initiative (ii) so long as those activities further the tax-exempt purpose of the Initiative. Any intent or action to change Grantee's approved project must receive advanced written permission from the Initiative.
- D. Grantee may not use this grant to pay finder's fees, commissions, or percentage compensation to a fundraising professional, staff, consultant, or other organization; and this grant may not be counted in determining the total amount of compensation to be paid to a fundraising professional, staff, consultant, or other organization.
- E. To enable Initiative to fulfill its obligation to supervise this Grant, Grantee shall submit a writing with a progress report on the status of the project every ninety days until the project is completed or the grant funds returned. The writing shall contain (a) a

description of the progress that Grantee has made toward achieving the Grant Purposes; (b) an accounting of Grantee's expenditure of Grant funds; (c) copies of any publications resulting from the Grant; (d) a commitment that the related software, product, or deliverable, will be posted for public access on Github or other similar publicly accessible sharing site approved by the Board and free to access, or accessible and usable under a free and open-source license. Grantee will provide promptly such additional information, reports, and documents as the Initiative may request and will allow the Initiative to have reasonable access to files, records, accounts, or other personnel that are associated with this grant.

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

obligation to make further payments under this Grant.

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

Grantee accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. This grant will be payable according to the above referenced payment schedule, after the Initiative receives a copy of this agreement signed by an authorized officer of Grantee. Grantee may wish to have this agreement reviewed by legal counsel.

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the Initiative's grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

GRANTEE

OPEN SATS INITIATIVE, INC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Grant Proposal