THE KOTLIN FOUNDATION

GRANT AGREEMENT

This Grant Agreement ("***Agreement***") governs the terms and conditions for the receipt of grant funds in the amount of $_____ awarded by the Kotlin Foundation (the "***Foundation***") to _____ (the "***Grantee***"), and specifically referenced by letter dated _____ (such grant funds hereinafter referred to as the "***Grant***"). The Grant is awarded to the Grantee in recognition of its work on the project benefitting the Kotlin ecosystem as described in Grantee's proposal dated _____ (the "***Project***"). In consideration for the receipt and benefit of the Grant, the Grantee hereby agrees to be bound by each of the following provisions of this Agreement:

1. Funding of Grant

1.1   Grant funds shall be transferred to the Grantee in accordance with the funding parameters and completion of Milestones as set forth in Exhibit A. As used in this Agreement, "***Milestones***" shall have the meaning given to it in Exhibit A.

1.2   Grantee shall promptly provide notice to the Foundation of its completion of each Milestone in accordance with the reporting requirements set forth in Section 3.1.

1.3   If Grantee has not completed one or more Milestones within **[one year]** of the date of this Agreement (determined as of the date of last signature below), the Foundation shall have no obligation to transfer (or cause to be transferred) the portion of the Grant funds associated with such Milestone as listed on Exhibit A.

1.4   Grant funds may be transferred to the Grantee by the Foundation or by a third-party designee as the Foundation may decide (an "***Intermediary***"). The Foundation shall inform the Grantee if it has designated an Intermediary within a reasonable time after entering into such third-party arrangement. Grantee shall provide information to and enter into any supplemental agreements with any such Intermediary as the Intermediary may reasonably request to facilitate the transfer of funds. The Foundation shall have no obligation to transfer the Grant funds to the Grantee if the Foundation has notified the Grantee that the funds will be transferred by an Intermediary, and the Grantee has failed to comply with such requests from the Intermediary.

2. Use of Grant Funds

2.1 Grantee agrees to the following terms and conditions regarding Grantee's behavior and the use of Grant funds:

a) Grantee shall comply with all applicable rules and guidelines set by the Foundation and applicable to the Kotlin ecosystem, including, but not limited to, the Kotlin Brand Usage Guidelines (available at https://kotlinfoundation.org/guidelines/), code quality and documentation standards, adherence to the Kotlin coding conventions (available at https://kotlinlang.org/docs/coding-conventions.html) commitments with respect to maintenance, and any applicable codes of conduct, including the main

Kotlin language project's Code of Conduct (available at https://github.com/JetBrains/kotlin/blob/master/CODE_OF_CONDUCT.md). Grantee shall comply with all such rules and guidelines that exist as of the date of this Agreement, and any such additional rules and guidelines that are promulgated by the Foundation or otherwise become applicable to the Kotlin ecosystem at any time during the lifespan of the Project. Grantee shall refer to the above-listed links to read and reference the foregoing policies, as updated from time to time.

b) Grantee shall comply with all applicable laws in the use of the Grant funds.

c) Grantee shall not use any portion of the Grant funds, directly or indirectly, in support of activities (i) prohibited by U.S. laws related to combatting terrorism; (ii) with persons on the List of Specially Designated Nationals (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, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

d) Grantee shall not apply any portion of the Grant: (i) to carry out propaganda, or otherwise attempt, to influence legislation or (ii) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive.

2.2   The Foundation shall award the Grant to the Grantee as the representative of the Project. It shall be the responsibility of the Grantee to determine whether and to what extent to allocate the Grant funds between and among the Grantee and any other developers who have contributed to the Project, and to make any such allocations. The Foundation shall not be responsible for making any such allocations and shall not be obligated to make any further grants in connection with the Project.

3. Reporting Requirements

3.1   Grantee shall provide the Foundation with detailed written reports summarizing (i) its compliance with the terms of this Agreement and (ii) the progress made by the Grantee toward achieving the Milestones as well as the broader purposes for which the Grant was made. Reports shall be provided to the Foundation upon the completion of each Milestone, and in any event at least quarterly. The Grantee shall submit such reports to the Foundation at grants@kotlinfoundation.org.

3.2   Grantee agrees to respond to any inquiries from the Foundation pertaining to any financial audits, verifications or program evaluations concerning the Grant as the Foundation deems necessary or appropriate. Grantee further agrees to provide the Foundation with any information or records that are reasonably necessary to respond to any such inquiry.

4. Intellectual Property

4.1   Ownership of all intellectual property developed for the Project by the Grantee (or other relevant open source contributor who has submitted material to the Grantee for inclusion in

the Project) shall be retained by the Grantee or other such contributor, as applicable. The Grantee shall provide the Foundation with a perpetual open source license for the Project suitable for use across the Kotlin ecosystem. Such license can be either the MIT License or the Apache 2.0 license, or another Open Source Initiative-approved open source license if agreed upon in writing by the Foundation and the Grantee in advance of entering this Agreement.

4.2   Grantee represents and warrants that (a) the Project is original to Grantee and Grantee owns all rights, title, and interest in and to the Project and has the right to grant the licenses specified in this Agreement or, alternatively, Grantee has obtained all necessary rights and permissions to grant the licenses specified in this Agreement, (b) the Project is not owned or primarily managed by a for-profit corporation, and (c) the Project, and the Foundation's use thereof, does not and will not violate, misappropriate, or infringe upon any law or regulation or the rights of any third party, including any copyright, trademark, or any rights of publicity or privacy, or any other intellectual property, personal, or proprietary rights.

5. Privacy

Grantee agrees that the Foundation may disclose information about the Project and the Grantee, including but not limited to the Grantee's name, likeness, and any statements or quotations made by the Grantee regarding the Project (whether in Grantee's proposal or otherwise in correspondence with the Foundation), to describe and refer to the Project and the Grantee in statements and publications by the Foundation, including but not limited to public communications (including press releases), reports, websites, social media, blogs, and other materials, without further permission or compensation.

6. Tax Matters

The Foundation (or Intermediary) may (a) deduct and withhold the amount of any applicable taxes from the Grant in order to comply with applicable laws, and (b) prepare and furnish any return, report or other written statement relating to taxes as required by any applicable law. Grantee shall provide the Foundation (or Intermediary) with properly executed and completed tax forms, as appropriate, and such other forms, documents and information that the Foundation (or Intermediary) may reasonably request to comply with all applicable laws and tax reporting and withholding obligations of the Foundation (or Intermediary).

7. No Further Relationship

Nothing in this Agreement shall be construed as creating any partnership, joint venture, agency or employment relationship between the Foundation and the Grantee.

8. Severability

If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the purpose of this Agreement.

9. Governing Laws

This Agreement will be construed in accordance with the laws of the State of Delaware. Neither party will commence or prosecute any suit, proceeding, or claim arising under or by reason of this Agreement other than in the state or federal courts located in New Castle County, Delaware. Each party hereby irrevocably consents to the jurisdiction and venue of such courts in connection with any action, suit, proceeding, or claim arising under or by reason of this Agreement.

10. Entire Agreement; Amendments

This Agreement constitutes the entire agreement of the parties and supersedes any prior oral or written understandings or communications between the parties. The parties may not modify or amend this Agreement except in a writing signed by both parties.

11. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

THE KOTLIN FOUNDATION:

_____

By: _____

Its: _____

Date: _____

GRANTEE:

_____

Name: _____

Date: _____

Conditions for Transfer of Grant Funds

For purposes of the Agreement and this Exhibit A, the milestones for the Grantee shall be as follows (each, a "*Milestone*" and collectively, the "*Milestones*"):

(1)

(2)

…

Subject to the Grantee's compliance with the terms and conditions set forth in the Agreement, the Foundation agrees to transfer (or cause to be transferred) the Grant to the Grantee in accordance with the following parameters:

[**X% // $X**] of the Grant will be transferred to the Grantee within [**30 days**] of the Foundation's receipt of notice of the Grantee's completion of the first numbered Milestone.

[**Y% // $Y**] of the Grant will be transferred to the Grantee within [**30 days**] of the Foundation's receipt of notice of the Grantee's completion of the second numbered Milestone.

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