ALTURA GRANT RULES

THESE RULES AND THE GRANT IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.

This document constitutes the rules ("Rules") of the Altura grant ("Grant").

1. EXECUTIVE SUMMARY:

Potential Grant recipients must meet Altura's general eligibility requirements and will be selected through Altura's designated voting system. Each Grant will be awarded progressively based on the achievement of specific milestones, aligning Altura integration with the growth objectives of the gaming projects. By integrating Altura's tools, such as custom marketplace and NFT solutions, Grant recipients can unlock further funding as they meet designated milestones. Each application is subject to additional promotional use by Altura. Additional special provisions also apply.

2. GENERAL ELIGIBILITY:

This Grant is open to business entities, individuals who are at least 18 at the time of entry, or projects with at least one managing individual who is at least 18 at the time of entry. This Grant is void where prohibited or restricted by applicable law.

Each of the following is not eligible to participate in this Grant: employees of Altura Gaming Co., a Delaware limited liability company ("*Altura*"), and its parent companies, subsidiaries, affiliates, or suppliers, including any vendors providing services in connection with this Grant (collectively, the "*Affiliates*"), and any owners, employees, agents, directors, officers (including members of their immediate family—i.e., spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children, and grandchildren—or those in the same household) of Altura or any Affiliates.

Certain individuals and projects are ineligible for the Grant program, as more fully set forth in the Grant Agreement at <u>https://www.alturanft.com/legal/grant_agreement.pdf</u>. Also, projects that actively encourage gambling, money laundering, pornography, or illegal activities will not be considered. U.S. entities and citizens are not eligible for certain token-based Grant Awards but are eligible for non-token based Grant Awards.

3. HOW TO APPLY:

To participate, you must apply at <u>https://grant.alturanft.com/apply</u>.

All applications are subject to Altura's Terms and Conditions, which can be found at https://www.alturanft.com/legal/terms_of_service.pdf. Details on the Grant, such as start dates (each a "*Start Date*") and end dates (each an "*End Date*"), can be found by visiting https://grant.alturanft.com/. Any personal information collected will be used in accordance with

Altura's privacy policy, which can be found at <u>https://www.alturanft.com/legal/privacy_policy.pdf</u>.

4. VOTING:

Voting power for each Grant Award is represented by vote tokens. At least 95% of the voting power is allocated to \$ALU token holders, and no more than 5% of the voting power is allocated to engagement point holders.

Engagement points will be awarded to wallets corresponding to Grant applicants. These points will be given to Grant applicants who can demonstrate that their project's community is engaging with Altura and its community, upon parameters that may change from time to time.

Each \$ALU and each engagement point is equivalent to one vote token. In order to vote, each prospective voter must hold \$ALU or engagement points in a wallet that can connect to decentralized applications (dApps) prior to each voting cycle. At the beginning of each voting cycle, Altura will record the wallets holding \$ALU and engagements points and the amounts of \$ALU and engagement points held.

The wallet holder will receive vote tokens into that wallet immediately before voting. Vote tokens and engagement points are valueless and nontransferable. All vote tokens and engagement points in a wallet must be voted in favor of one project. Immediately after voting, the vote tokens will be transferred from the wallet to the project for vote tallying. This way there is no potential for double counting vote tokens.

Altura reserves the right to audit, modify, and terminate any Grant Award (defined below) if any \$ALU or engagement point holders engage in \$ALU or engagement point dumping after voting or otherwise attempt to circumvent Altura's voting protocol.

4. GRANT WINNER SELECTION:

Each Grant applicant with an application accepted by Altura ("*Potential Winners*") will be listed on <u>https://grant.alturanft.com/</u> for voting eligibility. The Potential Winner that receives the most votes during a voting cycle, meets all the qualification criteria, and accepts the Grant Agreement (<u>https://www.alturanft.com/legal/grant_agreement.pdf</u>) and "*Grant Award Notice*" (<u>https://www.alturanft.com/legal/grant_award_notice.pdf</u>) ("*Winner*") will receive the "*Grant Award*." The amount and type of Grant Award will be listed on <u>https://grant.alturanft.com/</u>.

The odds of winning will depend on the number of vote tokens cast during each voting cycle. Grant Awards are non-transferable. No Grant Award substitution is permitted, except by Altura in case of unavailability, in which case an award of equal or greater value will be awarded. The Winners are responsible for payment of all federal, state, or other tax liabilities (including income taxes), if any, on any Grant Award received, as well as any costs and expenses associated with Grant acceptance and use of any Grant Award.

5. AWARD NOTIFICATION:

Potential Winners will be notified via direct message, email, phone, or other means, utilizing information the applicant provided with the application. If a Potential Winner fails to accept these Rules, the Grant Agreement, or the Grant Award Notice, or if an award notification is returned as undeliverable, then that Potential Winner's Grant Award may be forfeited or awarded to an alternate Potential Winner with the next greatest number of votes.

Each Winner will be required to undergo an identity verification process after receiving the Grant Award Notice. After completing this verification process, Winners should receive the Grant Agreement within one week. The initial payment under the Grant Award should be delivered to the Winner's wallet approximately no later than one week after Altura receives the Winner's signed Grant Award Notice, Grant Agreement, and disbursement request form. The Grant Award will be delivered according to the terms of the Grant Schedule provided with the Grant Award Notice.

6. USE OF ENTRY:

By submitting an application, each applicant agrees that Altura shall own the entry submitted (including all rights embodied therein in winning entries) and that Altura and its designees may exploit, edit, publish, use, adapt, modify, or dispose of any entry and elements embodied therein, online, in print, film, television, or in any other media now or hereafter known for advertising, promotional, or other purposes throughout the world, in perpetuity, without additional compensation or notification to, or permission of, the entrant, except as prohibited by applicable law. Further, by submitting an application, applicants grant to Altura and its designees the right to use the applicant's information associated with the entry, including but not limited to the entrant's name, likenesses (avatars), photograph, entry, and any information contained therein in any media now or hereafter known for advertising, promotion, and/or other purposes throughout the world without additional compensation or notification to, or permission of the participant, except as prohibited by applicable law. Each applicant represents and warrants that they have the authority to grant the rights set forth herein. For the avoidance of doubt, by submitting an entry, each applicant grants permission for the entry to be re-posted by Altura on its website and its pages on any social media sites and otherwise used in accordance with rights granted herein.

7. SPECIAL LIMITATIONS:

Disqualification. Any attempts to access this Grant site via a bot script or other brute-force attack will result in that digital wallet and email address becoming ineligible. Any use of micro, automatic, programmed, robotic, or like entry methods will void all such entries by such methods, and applicants using such methods will be disqualified. Altura further reserves the right to disqualify any person who tampers with the entry or voting process. Altura may prohibit any applicant from participating in the Grant if Altura determines that the applicant is attempting to undermine Altura by cheating, hacking, deception, or other unfair playing practices or intending to abuse, threaten, or harass other applicant. Any attempt by an applicant or any other individual to deliberately damage, interfere with, or undermine Altura is a violation of criminal and/or civil laws. Should such an attempt be made, Altura reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by applicable law.

<u>Grant Modification</u>. Altura, in its sole discretion, reserves the right to cancel or modify the Grant program or an individual Grant Award without notice or liability if the Grant program or Grant Award otherwise cannot be operated or distributed as planned.

<u>Technical Issues</u>. Altura and its affiliates, subsidiaries, parent company, and agents (together "*Agents*") assume no responsibility for any loss or damage to any applicant's or any other person's computer or other digital device relating to, or resulting from, entering or downloading any information or software in connection with the Grant. Altura and its Agents are not responsible for technical, hardware, software, or telephone/internet malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled, or delayed electronic communications caused or encountered by the applicant, or by any of the equipment or programming associated with or utilized in this Grant program, or by any human or other errors that may occur in connection with this Grant, including those that may occur on any blockchain or other distributed network of computers. If any of the foregoing malfunctions, errors, fraud, unauthorized intervention, or defects render Altura incapable of operating the Grant program as planned or corrupt the integrity, or affect the administration, security, or fairness of the Grant program, then Altura, at its sole discretion, may suspend or cancel the Grant program or Grant Award immediately.

<u>Award Limits</u>. Applicants may apply for multiple Grant Awards. If a tie or technical error or the like occurs that results in more than one Potential Winner per voting cycle, then Altura may elect to hold a random drawing from all eligible claims received or divide the Grant Award between or among the Winners in that voting cycle.

<u>No Waiver</u>. Altura's failure to enforce any term of these Rules shall not constitute a waiver of that provision.

Dispute Resolution. These Rules will be governed by the laws of the State of Delaware without regard to its conflicts of law principles. Except where prohibited by applicable law, Altura has the exclusive power to interpret these Rules, and Altura's decisions regarding any and all matters arising out of or related to the Grant program are final and binding. All other issues and questions that are not covered in the preceding sentence, including those concerning the construction, validity, interpretation, or enforcement of these Rules 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. A request for equitable relief in a court of competent jurisdiction will not be deemed a waiver of

the right to arbitrate. No applicant shall be entitled to receive attorneys' fees, and under no circumstances will any applicant be permitted to obtain awards for, and each applicant hereby waives all rights to claim, (a) indirect, punitive, incidental, and consequential damages, (b) any other damages, other than for actual out-of-pocket expenses, and (c) any and all rights to have damages multiplied or otherwise increased.

8. RELEASE OF LIABILITY:

By submitting an application, applicants and their Affiliates, including family members, agree that Altura, the Affiliates, and their respective parents, subsidiaries, and affiliated companies and their owners, officers, directors, agents, and employees (collectively, "*Released Parties*") will have no liability or responsibility for any injuries, losses, or damages of any kind, including but not limited to death, injuries, damages, or losses to persons and property that may be sustained in connection with this Grant program, the receipt, ownership, or use of the Grant Award or while preparing for, participating in, and/or traveling to any Grant-related activity, or accepting, possessing, using, or misusing any Grant Award, and the Released Parties will be held harmless against any claims of liability arising directly or indirectly from the Grant program. Released Parties are not responsible if any Grant Award cannot be awarded or enjoyed due to cancellations, delays, or interruption due to weather, natural disaster, acts of war or terrorism, pandemics, epidemics, infrastructure failures, or other causes beyond Altura's reasonable control.

9. ADDITIONAL LIMITATIONS:

THIS GRANT IS LIMITED TO LEGAL RESIDENTS AND IS VOID OUTSIDE THE 50 US STATES AND WASHINGTON, DC AND WHERE OTHERWISE PROHIBITED. THIS GRANT IS VOID IN NEW YORK, RHODE ISLAND, FLORIDA, ARIZONA, U.S. TERRITORIES AND POSSESSIONS, AND INTERNATIONAL JURISDICTIONS UNLESS AND UNTIL THIS GRANT IS QUALIFIED IN THOSE LOCATIONS.

END OF GRANT RULES