

Babylon Ecosystem Participant Agreement (“Participant Agreement”)

Last updated 8 August 2024

Please read the binding arbitration provision and class action waiver below, both of which impact your rights as to how disputes are resolved and limit the manner in which you can seek relief from us.

This Agreement is intended for participants in the Babylon ecosystem, such as finality providers, wallet integrators, and staking technology providers (“**Participants**”).

1. Your Submitted Information

The information that you submit via our GitHub via the GitHub organization or repository stipulated by us for use in connection with the Babylon Protocol (“**Participant Information**”) is submitted so that it can and will be seen and used publicly. You hereby grant us and our Affiliates an unrestricted, irrevocable, universe-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute, make derivative works, and exploit the Participant Information for commercial purposes in connection with our software and services, and in connection with the Babylon Protocol, for example, by identifying you as a Participant and providing information regarding your role in the ecosystem.

As of the date of this Agreement, for example, such information to be submitted by finality providers includes:

```
{
  "description": {
    "moniker": "<moniker>",
    "identity": "<identity>",
    "website": "<website>",
    "security_contact": "<security_contact>",
    "details": "<details>"
  },
  "eots_pk": "<finality_provider_eots_pk>",
  "commission": "<commission_decimal>"
}
```

Information to be submitted by other Participants may include: publicly accessible domain names, server access points, name, email address, logo, and cryptographic public wallet addresses.

We may change informational requirements for submission from time to time.

Your submission of any Participant Information will act as your acceptance of this Agreement on your own behalf and on behalf of any entity you represent. You may have accepted this Agreement previously or separately.

2. Eligibility.

You represent and warrant that, in connection with your role and activities as a Participant, you will not submit Participant information or otherwise interact with us as a Participant:

1. unless you have legal capacity to consent and agree to be bound by this Agreement;
2. unless you have the technical knowledge necessary or advisable to understand and evaluate the risks of using the Babylon Protocol;
3. if you are a resident, citizen, national or agent of, or an entity organized, incorporated or doing business in, Afghanistan, Belarus, Bosnia and Herzegovina, Burundi, Central African Republic, Crimea,

Cuba, Democratic People's Republic of Korea, Democratic Republic of the Congo, Donetsk or Luhansk Regions of Ukraine, Eritrea, Guinea, Guinea-Bissau, Haiti, Iran, Iraq, Lebanon, Libya, Mali, Myanmar, Nicaragua, Russia, Somalia, South Sudan, Sudan, Syria, Venezuela, Yemen, or Zimbabwe or any other country to which the United States, the United Kingdom, the European Union or any of its member states or the United Nations or any of its member states (collectively, the **"Major Jurisdictions"**) embargoes goods or imposes sanctions (such embargoed or sanctioned territories, collectively, the **"Restricted Territories"**);

4. if you are, or if you directly or indirectly own or control, or have received any assets from any blockchain address or from any person that is listed on any sanctions list or equivalent maintained by any of the Major Jurisdictions (collectively, **"Sanctions Lists Persons"**);
5. to transact in or with any Restricted Territories or Sanctions List Persons;
6. if you are a U.S. Person as defined in 17 CFR § 230.902, or currently or ordinarily located or resident in (or incorporated or organized in) the United States of America, Canada, or Australia (collectively, **"Excluded Jurisdictions"**), or to transaction in or with Excluded Jurisdictions;
7. by utilizing a virtual private network (e.g., a VPN) to access our repositories or our API;
8. by employing any device, scheme or artifice to defraud, or otherwise materially mislead, any person;
9. to engage, attempt, or assist in any hack of or attack on the API or any wallet application or device, including any "sybil attack", "DoS attack", "griefing attack", virus deployment, or theft;
10. to commit any violation of applicable laws, rules or regulations in your relevant jurisdiction;
11. to engage in any act, practice, or course of business that operates to circumvent any sanctions or export controls targeting you or the country or territory where you are located;
12. by engaging in any activity that disguises or interferes in any way with the IP address of a computer used to access or use our repositories or our API or that otherwise prevents correctly identifying the IP address of the computer used to access our repositories or our API;
13. to engage in any activity that transmits, exchanges, or is otherwise supported by the direct or indirect proceeds of criminal or fraudulent activity; or
14. for any Competing Uses as defined below.

We reserve the right to remove you from any participation in any program we maintain for Participants, remove your Participant Information, change any indication or rating by us of your participation, in our sole discretion and for any reason whatsoever and at any time without notice, including for breach of this Agreement or any separate license by us to you. We may state publicly and privately our reasons for doing so although we have no obligation to do so.

"Affiliate" means any person or legal entity that is directly or indirectly controls, is controlled by, or is under common control of, another person or legal entity, (where "controlled" means the ownership of, or the power to vote, directly or indirectly, a majority of any class of voting securities of a corporation or limited liability company, or otherwise the power to direct the policies or management of such person or legal entity by contract or ownership).

"Competing Use" means any access or use in any product, software, protocol, network, application, or service that is made available to any party and that (i) substitutes for the use of the Babylon Protocol, (ii) offers the same or substantially similar functionality as the Babylon Protocol or (iii) is built on or uses a protocol with substantially similar functionality as the Babylon Protocol or otherwise facilitates the staking of bitcoin other than by utilizing the Babylon Protocol.

“**Babylon Labs**”, “**we**”, “**our**”, or “**us**” means Babylon Labs Ltd.

“**Babylon Protocol**” means the Bitcoin staking protocol as further described in the documentation [here](https://docs.babylonlabs.io/docs/introduction/babylon-overview) (<https://docs.babylonlabs.io/docs/introduction/babylon-overview>), as updated from time to time.

3. No Warranty

If we provide any data, software, or services to you (“**Babylon Materials**”), they are provided on an “AS IS” and “AS AVAILABLE” basis, and your access and use is at your own risk. We disclaim and exclude any implied warranties including any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, or non-infringement.

4. Risks, Disclaimers

You are solely responsible for your use of any Babylon Materials and the Babylon Protocol, your users, and for ensuring the safe and secure use. Our disclosure of any operational or security issues, or any security audits or reports, is for informational purposes only, and you should rely solely on your own operational assessments, code review, and security assessments. We strongly recommend that you conduct your own investigation, evaluation, assessment, and analysis of the Babylon Protocol and the Babylon Materials, and you assume the risks if you have not. You acknowledge that you have not relied upon any information, statement, omission, representation, or warranty, express or implied, written or oral. We and our Affiliates and licensors have no duties or obligations connected with or relating to the Babylon Materials or the Babylon Protocol.

We do not endorse or assume any responsibility for any activities, resources, products, services, content, or promotions owned, controlled, operated, or sponsored by third parties. You expressly waive and release us, and our Affiliates and licensors, and each of our and their respective officers, directors, shareholders, members, representatives or agents (collectively, “**Babylon Parties**”) from all liability arising from your use of any such resources, products, services, or content or participation in any such promotions.

You are solely responsible for all matters relating to your accounts, addresses, cryptocurrency, tokens, and other digital assets, and for protecting the data integrity and confidentiality of your data or private keys for any wallet applications or devices. You assume all responsibility for selecting and evaluating, and incurring the risks of any bugs, defects, malfunctions or interruptions of any third-party wallet applications or devices you directly or indirectly use in connection with Babylon Materials or the Babylon Protocol.

5. Limitations of Liability

To the fullest extent permitted by applicable law, under no circumstances will any Babylon Parties be responsible or liable under any theory of liability, whether based in tort, contract, negligence, strict liability, warranty, or otherwise, for any direct, indirect, exemplary, special, punitive, incidental, or consequential losses or damages of any kind, including without limitation, loss of profits arising from or relating to the Babylon Materials or the Babylon Protocol, or any software we or our licensors may make available, or any of our efforts or information to support the foregoing. To the fullest extent permitted by applicable law, under no circumstances will Babylon Parties be responsible or liable under any theory of liability, whether based in tort, contract, negligence, strict liability, warranty, or otherwise, for any damages of any kind arising from the loss of cryptocurrency, tokens, or other digital assets arising from or relating to the Babylon Materials or the Babylon Protocol, or any software we or our licensors may make available. The foregoing limitations apply even if any of the events or circumstances giving rise to such damages were

foreseeable and even if we or our licensors were advised of or should have known of the possibility of such losses or damages and notwithstanding any failure of essential purpose of any limited remedy.

Except as otherwise required by applicable law, if, notwithstanding the other provisions of this Agreement, the Babylon Parties are found to be liable to you for any damages or losses which arise out of or are in any way connected to the Babylon Materials or Babylon Protocol, the total aggregate liability of the Babylon Parties for any and all such claims, regardless of the form of action, is limited to 10 CHF (Swiss Francs).

Some jurisdictions do not allow the exclusion of certain warranties, or the limitation or exclusion of certain liabilities, and damages. Accordingly, some of the disclaimers and limitations set forth in this Agreement may not apply in full to you. The disclaimers and limitations of liability provided in this Agreement shall apply to the fullest extent as permitted by applicable law.

7. Indemnification

You will indemnify, compensate, reimburse and hold the Babylon Parties harmless from any claim, demand, action, investigation, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to your users' use of, or conduct in connection with, the Babylon Materials or Babylon Protocol, or any breach of this Agreement.

8. Points, Rewards, and Incentives

You may be attributed by us or third parties certain reputation indicators, points, or other intangible rewards related to your activity (collectively, "**Points**"). Points are not, and may never convert to, accrue to, be used as basis to calculate, or become any tokens or other digital assets. Points are virtual items with no monetary value. Points do not constitute any currency or property of any type and are not redeemable, refundable, or eligible for any fiat or virtual currency or anything else of value. Points are not transferable, and you may not attempt to sell, trade, or transfer any Points, or obtain any manner of credit using any Points. Any attempt to sell, trade, or transfer any Points or digital assets redeemable for or representing any Points will be null and void, except as we may explicitly state otherwise.

We reserve the right to change, modify, discontinue or cancel any Points programs (including the frequency, criteria and calculation for earning such Points), at any time and without notice to you.

You agree not to engage in any manipulative, fraudulent, dishonest, or abusive activities in connection with Points or any distribution of digital assets by us or our Affiliates. This includes, but is not limited to, creating multiple accounts to claim additional Points or digital assets, using bots or scripts to automate claiming, or participating in any schemes that artificially inflate the perceived value of Points or digital assets. We or our Affiliates may terminate any or all of your Points due to such activities, or for breaching any license granted by us, and may disclose privately and publicly why such action was taken.

9. Feedback

You hereby grant us and our Affiliates and licensors an unrestricted, irrevocable, universe-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute, make derivative works, and exploit, with the right to sublicense, any submission, feedback, comments, or suggestions you provide regarding the Babylon Materials either directly or indirectly (for example, through the use on a third-party social media platform).

10. Dispute Resolution; Arbitration Agreement

If you have any dispute or claim arising out of or relating in any way to this Agreement, please send an email to contracts@babylonlabs.io to resolve the matter via an informal, good faith negotiation process. You and we agree that all claims or controversies arising out of this Agreement, or any other acts or omissions for which you may contend that we are liable, including any claims or controversy as to arbitrability, that are not resolved within 30 days of sending such an email, will be finally and exclusively settled by arbitration under the LCIA Arbitration Rules in force at the time of the filing for arbitration of such dispute. The arbitration shall be held before a single arbitrator, unless either party requests three arbitrators, and shall be conducted in the English language. The arbitration proceedings and decision of the arbitrator(s) shall be kept confidential (and may not be disclosed) by the parties or the arbitrator(s), except to the extent necessary to compel any award made by the arbitrator(s). The arbitrator(s) may award declaratory or injunctive relief only in favor of the individual party seeking such relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitration will be held in the Cayman Islands. Any award made by the arbitrator may be entered in any court of competent jurisdiction as necessary. Notwithstanding anything in this section to the contrary, either party will at all times be entitled to seek and obtain injunctive relief in relation to infringement or threatened infringement of its intellectual property rights or misappropriation of its trade secrets in any court having jurisdiction. This section shall survive termination of this Agreement.

11. Class Action and Jury Trial Waiver

You agree to bring all disputes or claims in your individual capacity and not as a plaintiff in or member of any class action, collective action, private attorney general action, or other representative proceeding. Further, if for any reason a claim by law or equity must proceed in court rather than in arbitration, you irrevocably waive the right to demand a trial by jury and agree that any claim must be brought only in the courts of the Cayman Islands.

12. Governing Law

You agree that the laws of the Cayman Islands, without regard to the principles of conflict of laws, govern this Agreement.

13. Miscellaneous

All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the enforceability or validity of the remaining provisions. Our failure to insist on or enforce strict performance of this Agreement shall not be deemed a waiver by us of any provision or any right we have to enforce this Agreement. Any such waiver must be in writing in order to be effective. No joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.

~~ End of the Babylon Ecosystem Participant Agreement ~~