SOLIDITY FINANCE LLC
CONSULTING SERVICES AGREEMENT

This Consulting Agreement (the "Agreement") takes effect on the date of full payment remittance,

BETWEEN: _____ (the "Client"),

AND: **SOLIDITY FINANCE LLC** (the "Consultant"), a company organised and existing under the laws of Wyoming.

RECITALS

<u>WHEREAS</u> Client wishes to have their smart contracts reviewed for security issues, and;
<u>WHEREAS</u> Client wishes to hire Consultant to review these smart contracts.
<u>NOW THEREFORE</u>, the parties hereto hereby agree as follows:

1 CONSULTING SERVICES DEFINED

1.1 The term "Consulting Services" when used in this Agreement means the performance of professional services that include but are not limited to system analysis, security analysis, programme development, economic review, documentation writing and general business consulting. The Consultant, under the code of the Internal Revenue (IRS), is an independent contractor and neither the Consultant's employees or contract personnel are, or shall be deemed, the Client's employees. Consultant does not provide legal or financial advise. Under no circumstances shall Consultant's employees/contractors be considered employees of or agents of Client.

2 SCOPE, SERVICES, AND DELIVERABLES

2.1 Consultant shall deliver to Client a report containing the findings from analysis of the smart contracts specified by Client and itemized in the invoice attached to this Agreement. The analysis and report will cover the issues discussed in other reports previously produced; available for review at https://solidity.finance/audits/. Client acknowledges they have reviewed sample reports and agrees that Consultant will produce a similarly-styled report. Consultant will provide a time estimate to complete the work under this agreement; but Client acknowledges that the time estimate shall not be binding. Consultant shall be available to answer questions from Client and address issues for a total of 7 days after the delivery of the initial report. Unless specified otherwise, Consultant will review changes to Client's code which relate to the fixing of any issues identified by Consultant at no additional cost. Consultant reserves the right to publish any reports, findings, or any other information that may fall under this agreement unless Client has requested otherwise prior to the effective date of this Agreement.

3 CLIENT'S RESPONSIBILITIES

3.1 Client shall furnish information requested by Consultant that is necessary for Consultant to fulfil its responsibilities under this Agreement. Unnecessary or unreasonable delays attributable directly to Client which result in additional costs to Consultant are subject to negotiation for additional compensation to Consultant.

4 TERM OF THE AGREEMENT & TERMINATION

4.1 This Agreement is effective as of the date it is signed by both parties. The terms of the Agreement will remain in effect in perpeteum until terminated. This Agreement will be terminated if:

4.1.1 (a) Consultant delivers and completes the Services; or

4.1.2 (b) by the mutual agreement of the parties; or

4.1.3 (c) any party becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or

4.1.4 (d) any party breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within 7 days from receipt of notice of such breach.

5 SURVIVAL BEYOND COMPLETION

5.1 The provisions in this Agreement related to limitations of liability, indemnification, warranty, and ownership shall survive the delivery of the Services as well as termination as specified above. No termination or expiration of this Agreement shall affect any rights, obligations or liabilities of either party that shall have accrued on or prior to the date of such termination or expiration.

6   REPRESENTATIONS & WARRANTIES

6.1   Client represents and warrants that: (1) all information submitted will be true, accurate, current, and complete; (2) Client will maintain the accuracy of such information and promptly update Consultant on such information as necessary; (3) the undersigned has the legal capacity to agree to comply with this Agreement on behalf of Client; (4) Client is not a minor in the jurisdiction in which they reside; (5) this agreement will not violate any applicable law or regulation applicable to Client; and (6) the source code provided for review does not infringe upon any patent, copyright, trademark, trade secret, or other proprietary right of any person or entity.

6.2   Consultant warrants that: (i) none of such Services or any part of this Agreement is or will be inconsistent with any obligation Consultant may have to others; (ii) all work under this Agreement (excluding source code provided by Client) shall be Consultant's original work and none of the Services or Inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity; and (iii) Consultant shall comply with all applicable laws in the course of performing the Services.

7   TITLE RIGHTS, OWNERSHIP, RIGHT TO USE

7.1   This agreement shall not be construed to give Consultant any property right in the pre-existing source code which Client shall provide to fulfil the requirements of this Agreement.

7.2   Excluding source code, any deliverables and/or work product is Consultant's proprietary property and all software, technology, information, databases, functionality, website designs, audio, video, text, photographs, and graphics on the deliverables and the trademarks, service marks, and logos contained therein are owned or controlled by Consultant or licensed to Consultant, and are protected by copyright and trademark laws and various other intellectual property rights and competition laws of the United States, foreign jurisdictions, and international conventions.

7.3   Nothing in this Agreement creates a partnership or joint venture between the parties.

8   PAYMENTS

In consideration of the work to be performed hereunder and the products to be delivered, Client shall pay Consultant as follows:

8.1   Client will pay Consultant a fixed price for the work to be completed, to be negotiated prior to the signing of this contract. This information will be reflected on an invoice provided by Consultant.

8.2   Payment is required to be sent in USDC, USDT, or ETH to a specified ETH address at a negotiated price specified in the invoice attached to this Agreement prior to the start of any work. Other payment methods may be negotiated.

8.3   Consultant electing to begin work before receiving payment shall not waive any of these terms of Client's obligation to pay the agreed upon amount.

8.4   All sales are final, and Consultant does not offer any money-back guarantees. Client recognizes and agree that Client shall not be entitled to a refund under any circumstances.

9   PATENT COPYRIGHT OR TRADE SECRET INDEMNITY

9.1   Client will defend at its expense, any action brought against Client or Consultant that is based on a claim that the systems consulted upon infringes a patent or copyright or trade secret or other proprietary right of a third party and will pay the loss, damages, and reasonable attorney fees finally awarded against Consultant in any such actions which are attributable to any such claim, but such defence and payments are conditioned on the Client having sole control of the defence of any such action on such a claim and all negotiations for its settlement or infringement of a patent or copyright. Consultant shall have no obligation to defend Client or to pay costs, damages, or attorney's fees for any claim relating to this agreement or the work products & deliverables thereof.

10   INDEMNIFICATION

10.1   Client agrees to defend, indemnify, and hold Consultant harmless, including Consultant's subsidiaries, affiliates, and all of Consualatant's respective officers, agents, contractors, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by Consultant or any third party due to or arising out of this agreement and/or its work

product. Client agrees to indemnify Consultant against all losses, costs, expenses (including reasonable counsel fees) which may occur by reason of the breach of any term, provision, warranty or representation contained herein and/or in connection with the enforcement of this Agreement or any provision thereof. Notwithstanding the foregoing, Consultant reserve the right, at Client's expense, to assume the exclusive defense and control of any matter for which Client is required to indemnify Consultant, and Client agrees to cooperate, at its expense, with Consultant's defense of such claims. Consultant will use reasonable efforts to notify Client of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

10.2 EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES WHATSOEVER. CONSULTANT EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESSOR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THIS AGREEMENT.

11   LIMITATIONS OF LIABILITY

11.1 Client understands and accepts that smart contract technology is still in an early development stage and its application is of experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks.

11.2 Accordingly, while the services provided by Consultant raise the level of security and accuracy of the smart contracts reviewed, Client understands and accepts that the services provided under this agreement do not amount to any form of warranty, including direct or indirect warranties that the smart contracts reviewed are fit for a particular purpose and/or do not contain any weaknesses, vulnerabilities and/or bugs which could cause, inter alia, the loss of funds. Client understands that they and no third party should rely on the reports in any way, including for the purpose of making any decisions to buy or sell a product, service or any other asset. The services and work product are provided on an as-is, where-is, and as-available basis.

11.3 Client acknowledges and agrees that, to the fullest extent permitted by any applicable law, the Client will not hold any employees, contractors, owners, or founders of Consultant liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, the smart contracts reviewed under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that employees, contractors, owners, or founders of Consultant shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use of the reviewed smart contracts.

11.4 In no event will Consultant or its directors, employees, or agents be liable to Client or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, business interuptions, or for any indirect, incidental, special, consequential, exemplary or punitive damages; or any other damages arising from Client's use of the services and its resulting work product, even if Client has been advised of the possibility of such damages.

11.5 Notwithstanding anything to the contrary contained herein, Consultant's liability to Client for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount of profit Consultant stands to reap under this Agreement prior to any cause of action arising.

11.6 FOR AVOIDANCE OF DOUBT, THE WORK PRODUCT & DELIVERABLES, INCLUDING ANY ASSOCIATED SERVICES OR MATERIALS, SHALL NOT BE CONSIDERED OR RELIED UPON AS ANY FORM OF FINANCIAL, INVESTMENT, TAX, LEGAL, REGULATORY, OR OTHER ADVICE.

12   DISPUTE RESOLUTION

12.1 <u>Informal Negotiation</u>: To expedite resolution and control the cost of any dispute, controversy, or claim related to this agreement (each "Dispute" and collectively, the " Disputes") brought by either Client or Consultant (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

12.2 Binding Arbitration

12.2.1 If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration.

12.2.2 CLIENT UNDERSTANDS THAT WITHOUT THIS PROVISION, CLIENT WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

12.2.3 The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (" AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. Client's arbitration fees and their share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined to by the arbitrator to be excessive, Consultant will pay all arbitration fees and expenses.

12.2.4 The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in United States in Ocean County, NJ.

12.2.5 Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

12.2.6 If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in United States in Ocean County, NJ (USA), and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

12.2.7 In no event shall any Dispute brought by either Party related in any way to the Agreement be commenced more than three (3) months after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

12.3 Restrictions: The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

12.4 Exceptions to Informal Negotiations and Arbitration

12.4.1 The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Dispute related to, or arising from, allegations of theft, piracy, or invasion of privacy; and (b) any claim for injunctive relief.

12.4.2 If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

13 FORCE MAJEURE

13.1 Neither party shall be responsible for delays or failures on performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, government regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

14 SANCTIONS COMPLIANCE

14.1 Client explicity agrees and certifies that they are not a citizen of, resident of, or docimiled in, the following countries.

Prohibited Jurisdictions: Cuba, Iran, Lebanon, Syria, North Korea, Libya, Sudan, and Somalia.

14.2 Client explicity agrees and certifies that they have either disclosed to Consultant or have not been subject to any material investigation, subpoena, and/or penalty by the US CFTC, OFAC, FinCEN, the SEC, the IRS or any other US federal or state regulatory body.

14.3 Client explicity agrees that funds sent under this agreement will not originate from any entity sanction by OFAC.

15 COMPLIANCE WITH ALL LAWS - PARTIAL INVALIDITY

15.1 Each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect. If any item or provision of this Agreement shall be found to be illegal or unenforceable, them notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

16 GOVERNING LAW

16.1 This Agreement shall be governed by and construed in accordance with the laws of United States and the State of New Jersey.

17 BINDING EFFECT & WAIVER

17.1 This Agreement shall be binding upon and inure to the benefit of Client, its successors and/or assigns, and the Consultant, its employees, agents, representatives, successors and/or assigns. In the event that either party waives a breach of any provision of this Agreement by the other, that waiver will not operate to be construed as a waiver of later breaches by either party. In no event will any conduct of the other be deemed a waiver unless evidence by writing, wherein the other expressly consents to such waiver.

18 LEGAL NOTICE

18.1 All legal notices of disputes by Client under this Agreement shall be in writing and shall be deemed delivered when delivered in-person or deposited in the United States Postal Service via Certified Mail with return receipt to the following address:

Solidity Finance LLC   _____

2229 Bridge Ave   _____

#3144   _____

Point Pleasant Boro, 08742   _____

United States of America   _____

18.2 Any notice that does not include a valid return address where process may be served will be void and shall have no legal effect.

19 ALL AMENDMENTS IN WRITING

19.1 No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorised representative of both parties.

20 ADVICE OF COUNSEL

20.1 Client acknowledges that they have had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this agreement. This agreement shall not be construed against any party by reason of the drafting or preparation hereof.

21 HEADINGS

21.1 The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

22 ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

22.1 Client consents to receive electronic communications, and agrees that all agreements, notices, disclosures, and other communications Consultant provides electronically (including those returned by Client), via email and or on Consultant's site, satisfy any legal requirement that such communication be in writing.

22.2 CLIENT HEREBY AGREES TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY CONSULTANT OR VIA THEIR SITE.

22.3 Client hereby waives any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

23 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

_____

_____

_____

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

SOLIDITY FINANCE LLC   _____

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____