# cryptoware
ME

# PROJECT AGREEMENT

This Agreement, dated 23-08-2022 (the "Effective Date") for technology services (the "Agreement") between **Jad A. Jabbour**, of **Cryptoware ME SARL**, registered in Lebanon ("Service Provider"), and **Roger Francis**, representing ("Client") (together known as the "Parties"), for the performance of said services and the production of deliverables, as described in Schedule A: The Scope, where it follows the action plan described in Schedule B: Action Plan, the cost breakdown described in Schedule C: Cost Breakdown, and the solution infrastructure design described in Schedule D: Infrastructure attached hereto and incorporated herein by reference.

The Parties agree as follows:

## 1. DEFINITIONS

As used herein and throughout this Agreement:

1.1 *"Agreement"* means the entire content of this document, the Proposal document(s), Schedule A, Schedule B, Schedule C, and Schedule D together with any other Supplement, Exhibits, or additional Schedules as may be attached hereto and incorporated herein by reference.

1.2 *"Client Content"* means all materials, information, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.

1.3 *"Copyrights"* means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under EU Copyright Law.

1.4 *"Deliverables"* means the services and work product, as mutually agreed upon by Client and Developer, to be delivered by Developer to Client, in the form and media specified in Schedule A.

1.5 *"Developer Tools"* means all design tools developed and/or utilized by Service Provider in performing the Services, including, without limitation, pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions (whether or not patentable), and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

1.6 *"Final Art"* means all creative content developed or created by Client, or commissioned by Client, exclusively for the Project and incorporated into and delivered as part of the Final Deliverables, including, but not limited to, any and all visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, modifications to Client Content, and Service Provider's selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials, and as approved and accepted by Client.

1.7 *"Final Deliverables"* means the final versions of Schedule A provided by Service Provider and approved and accepted by Client.

1.8 *"Preliminary Works"* means all artwork including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents, developed by Service Provider and which may or may not be shown and or delivered to Client for consideration.

1.9 *"Project"* means the scope and purpose of Client's identified usage of the work product.

1.10 *"Services"* (or *"Provider's Services"*) means all services and the work product to be provided to Client by Service Provider as described and otherwise further defined in the Schedule A.

1.11 *"Third Party Materials"* means proprietary third-party materials which are incorporated into the Final Deliverables, including, but not limited to, stock photography or stock illustrations.

1.12 *"Trademarks"* means trade names, words, symbols, designs, logos or other devices or designs used to designate the origin or source of goods or services.

## 2. INTELLECTUAL PROPERTY PROVISIONS

2.1 Client *Content*. Client Content, including all pre-existing Trademarks and copyright material, shall remain the sole property of Client, and Client shall be the sole owner of all rights in connection therewith. Client hereby grants to Service Provider a nonexclusive, non-transferable license to use, reproduce, and modify the Client Content solely in connection with Service Provider's performance of the Services and the production of the Deliverables.

2.2 Third *Party Materials*. All Third-Party Materials are the exclusive property of their respective owners. Service Provider shall inform Client of all Third-Party Materials that may be required to perform the Design Services or otherwise integrated into the Final Deliverables. Under such circumstances, the Service Provider shall inform the Client of any need to license.

2.3 *Assignment of Copyrights*. Upon completion of the Services and conditioned upon full payment of all fees, costs and out-of-pocket expenses due, Service Provider shall assign to Client all ownership rights, including any copyrights, in and to any artworks or designs comprising the works created by Service Provider as part of the Schedule A for use by Client. Service Provider shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence all such assignments of intellectual property.

2.4 *Assignment of Final Deliverables*. Upon completion of the Services, and subject to full payment of all fees, costs and expenses due, Service Provider hereby assigns to Client all right, title and interest, including without limitation, copyright and other intellectual property rights, in and to the Final Deliverables. Service Provider agrees to reasonably cooperate with Client and shall execute any additional documents reasonably necessary to evidence such assignment.

## 3. FEES

In consideration of the Services to be performed by Service Provider, Client shall pay to Service Provider fees in the amounts and according to the Payment Terms and Schedule, as set forth in Schedule C, attached hereto and incorporated herein by reference.

Schedule C will also include costs required for the operation of the project with projections for the next 12 months.

## 4. TIMING AND ACCEPTANCE

4.1 Timing. Service Provider shall prioritize performance of the Services as may be necessary or as agreed upon by the Parties, and will undertake commercially reasonable efforts to perform the Services. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve and accept the Deliverables in writing (which will then become the Final Deliverables) or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Service Provider.

4.2 Acceptance. Client, within 5 business days of receipt of each Deliverable, unless otherwise agreed upon in writing, shall notify Service Provider, in writing, of any failure of such Deliverable to comply with the specifications as agreed upon by the Parties, or of any other objections, corrections, changes or amendments Client wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and Service Provider shall undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from Client within said stated time period, the Deliverable shall be deemed accepted.

## 5. CLIENT RESPONSIBILITIES

Client acknowledges that he shall be responsible for performing the following in a reasonable and timely manner:

(a) Coordination of any decision-making with parties other than the Service Provider;

(b) Provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation; and,

(c) Final proofreading pursuant to Provisions 4.1 and 4.2.

## 6. RECOGNITION

Service Provider retains the right to reproduce, publish and display the Final Deliverables in Service Provider's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the sole purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Final Deliverables in connection with such uses. Either Party, subject to the other's written approval, may include a link to the other Party's website.

## 7. CONFIDENTIAL INFORMATION

Each Party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other Party, including, but not limited to, Preliminary Works ("Confidential Information"). Each Party, its agents and employees shall hold and maintain in strictest confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations pursuant to this Agreement, except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

## 8. RELATIONSHIP OF THE PARTIES

8.1 Independent *Contractor*.  Service Provider is an independent contractor, not an employee of Client or any company affiliated with Client. Service Provider shall provide the Services under the general direction of Client, but Service Provider shall determine the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture, and neither Party is authorized to act as agent or bind the other Party, except as expressly stated in this Agreement. Service Provider and the Deliverables prepared by Service Provider shall not be deemed a work for hire as that term is defined under Copyright Law. All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the Parties and the various terms and conditions of this Agreement.

8.2 No *Exclusivity*. The Parties expressly acknowledge that this Agreement does not create an exclusive relationship between the Parties. Client is free to engage others to perform services of the same or similar nature to those provided by Service Provider, and Service Provider shall be entitled to offer and provide services to others, solicit other clients and otherwise advertise the services offered by Service Provider.

## 9. WARRANTIES AND REPRESENTATIONS

9.1 By *Client*. Client represents, warrants, and covenants to Service Provider that

(a) Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content; and,

(b) To the best of Client's knowledge, the Client Content does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties.

9.2 By *Service Provider.*

(a) Service Provider hereby represents, warrants, and covenants to Client that Service Provider will provide Services and produce the Deliverables as identified in the Agreement in a professional and workman-like manner and in accordance with all reasonable professional standards for such services. The Service Provider also warrants that they have the knowledge and skills to completely and competently perform the duties, obligations and services to be provided in pursuance to the present agreement, and perform such services to Client's satisfaction, as per the agreed on scope, and for the agreed compensation.

(b) Service Provider further represents, warrants, and covenants to Client that

- (i) The Final Deliverables shall be the original work of Service Provider; and,
- (ii) To the best of Service Provider's knowledge, the Final Product provided by Service Provider does not infringe the rights of any party, and use of same in connection with the Project will not violate the rights of any third parties.

(c) Service Provider's warranties and representations as provided for under 9.2(a) and (d) herein above shall survive The Term of this Agreement

(e) Service Provider shall guarantee for a period of one year as from the official date of Final Release launch that Deliverables are free from faulty or defective design materials (provided by Service Provider) and workmanship.

## 10.  INDEMNIFICATION

10.1 By *Client*.  Client agrees to indemnify, save and hold harmless Service Provider from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations, or warranties under this Agreement. Under such circumstances, Client shall promptly notify Service Provider in writing of any claim or suit. Client has sole control of the defense and all related settlement negotiations. Service Provider shall provide Client with commercially reasonable assistance, information, and authority necessary to perform Client's obligations under this section.

10.2 By *Service Provider*. Subject to the terms, conditions, express representations and warranties provided in this Agreement, Service Provider agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Service Provider's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client.

10.3.1 Notwithstanding any other provision of this Agreement, neither party limits its liability:

(a) for fraud by it or its employees;

(b) for death or personal injury caused by its gross negligence or that of its employees or agents;

(c) for breach of Intellectual Property Rights as provided for under Clause 2; or

(d) for any regulatory losses, fines, expenses or other damages arising from or related to a breach by that party of any law or regulation.

10.3.2 No limitation on the liability of a party shall apply to any claim against such party to the extent that the liability of such party in respect of the claim arises from any breach of the events pursuant to Clause 10.3.1.

## 11.  TERM AND TERMINATION

11.1 This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and the Final Deliverables and the Final Art are delivered.

11.2 This Agreement may be terminated at any time by either Party effective immediately upon notice, or the mutual agreement of the Parties, or if any Party:

(a) Becomes insolvent, files a petition in bankruptcy, or makes an assignment for the benefit of its creditors; or,

(b) Breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within 20 days from receipt of written notice of such breach.

11.3 Upon expiration or termination of this Agreement:

(a) Each Party shall return or, at the disclosing Party's request, destroy the Confidential Information of the other Party; and,

(b) Other than as provided herein, all rights and obligations of each Party under this Agreement, exclusive of the Services, shall survive.

## 12.  GENERAL

12.1 Modification/*Waiver*. This Agreement may be modified by the Parties, but any modification of this Agreement must be in writing and executed by both Parties. Failure by either Party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights, nor shall a waiver by either Party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

12.2 Notices. All notices to be given hereunder shall be transmitted in writing either by electronic mail with return confirmation of receipt or by certified or registered mail, return

receipt requested, and shall be sent to the addresses identified in the signature execution section below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of email, upon confirmation of receipt.

12.3 No *Assignment*.  Service Provider shall not assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned, or encumbered by operation of law or otherwise, without the prior written consent of Client.

12.4 Governing *Law*. The formation, construction, performance, and enforcement of this Agreement shall be in accordance with the laws of **_Lebanon_** and considers the courts of **_Beirut_** as the competent jurisdiction, without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction.

12.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

12.6 Headings. 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.

12.7 Integration. This Agreement comprises the entire understanding of the Parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the Parties relating to the subject matter of this Agreement.

By their execution, the Parties hereto have agreed to all the terms and conditions of this Agreement effective as of the last date of signature, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective Party to all the terms and conditions herein.

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Token Launchpad

Technical Scope Document

## 1. Scope Overview

The scope of deliverables and services that are being offered by Cryptoware ME are categorized as Solution Development only. Furthermore, the deliverables are segmented into Front-end, Backend, and Chain-end.

- Solution Development

  - Back-end

    - BlockSync<sup>TM</sup> - By cryptoware

    - Cryptogate<sup>TM</sup> -Backend Wallet Authentication - By Cryptoware

    - Content Management System

    - Launchpad APIs and Registries

    - DAO Voting Module

    - Custodial wallet backend module

      - Single seed phrase

      - One wallet per user

      - Functionality to manage EVM compliant tokens and currencies

    - Background jobs / Queue module

    - BlockSyncTM for indexing contract related info from chain

  - Chain end

    - 3 types ERC20 Implementation

      - Voting (Compound) tokens

      - Basic tokens

      - Bond tokens (ERC-3475)

    - ERC20 Factory

    - Fund Splitter Implementation

- Fund Splitter Factory

- Native ERC20 token integration

  ○ Front-end

- Website

- Voting Page

- 3 Dapps

  ➢ ERC20 Launchpad Dapp (with dashboard for user)

  ➢ Dapp for bidding (volume of purchase bidding)

  ➢ Dapp for claiming vested tokens

- Admin Panel for wallet management and mobile app content management

## 2. Obstacles & Risks

As with most tech projects, there are pitfalls and obstacles that should be planned for. Developing for blockchain is no different, and obstacles do exist. These range from technology that is un-supportive of the envisioned features to the inability to locate proper talent to build the project. From the technical difficulties and obstacles across this solution, the main ones are:

• Smart Contracts

  ◦ It is difficult for well-trained smart contract developers.

  ◦ Security issues that might arise from the underlying EVM (or blockchain)

• Back-end

  ◦ Centralized

  ◦ Underlying server security and availability

  ◦ Traffic management and scaling

◦ Data protection and backup management

• Front-end

◦ Hosting, if decentralized, would require posting files on the Interplanetary File System (IPFS) network and pay with $FIL coin (or through a gateway like Pinata.cloud)

◦ Otherwise hosting will have to be centralized (cloud-based)

Most of these obstacles and risks can be managed via a gradual BETA rollout and proper planning. Finding new talent and training them at a later stage might circumvent the risk of finding capable talent; Therefore, we will also aid in training your incoming team.

Regarding servers and data security, current mainstream cloud solutions are more than capable of providing services and tools to manage these risks. We might migrate --at a much later stage-- to a private cloud that would provide a more "private" hosting service.

On the blockchain side of things, standards and best-practices will be applied through the usage of 3rd-party, community tested libraries that provide abstraction of these standards.

## 3. Architecture & Infrastructure

The project's multi-paradigm solution requires multiple paradigms of infrastructures.

The smart contracts mostly rely on the underlying blockchain (Ethereum, BSC, Solana etc...) or the underlying layer2 solution (Arbitrum, Polygon, Immutable etc...) to provide the infrastructure required to run the smart contract. The deployment of these contracts on the different available infrastructure incurs an initial cost of deployment. In addition, future actions triggered against the contract will incur fees that would be paid by the person(s) with the account(s) & wallet(s) that initiated the action, otherwise known as gas fees. These fees differ from one network to another and might play a major role in the decision to include the solution on a specific network or layer2 solution.

The back-end will have to be hosted on a cloud solution with some redundancies and security measures in place.

Furthermore, the Dapps would require access to a blockchain node for data fetching, for that we use infura.io, a solution by Consensys, it's an IaaS -Infrastructure as a Service- that provides APIs to access the Ethereum blockchain, Arbitrum, Optimism, Polygon and the IPFS network to facilitate the development of DApps; Alternatively, we'd have to run our own Ethereum node and our own IPFS node in order to have the infrastructure required to run our solution.

<u>To Note:</u> The DApps, are actually apps that runs on the client-side browser and therefore do not require a server to "run" as no back-end is needed; Communication with the blockchains involved occurs either through the user's connected wallet or through Infura API; With that being said, the files constituting those DApps will need to be served from somewhere, in addition, certain parameters of these DApps and their access to the IPFS and Ethereum network will still depend on the server running some security layer to protect our API access; However, how these apps operate internally is dependent solely on the code encapsulated in the files constituting the Dapp. With that being said, these files can either be hosted next to the back-end (potentially as a first phase) or can be stored on the IPFS network and served via the IPNS (Interplanetary Name Server) to a domain name (a solution we could later migrate to).

## 4. Requirements & Assumptions

 At this stage, the scope is clear for Cryptoware. There are of course some requirements from the client side, as well as assumptions that Cryptoware will operate under as listed below:

1. We assume that we will Build the solution, operate it for BETA period, and finally Transfer the ownership to your team.

2. The designs and design elements required to produce the UI are to be supplied by the client.

3.  The Smart Contracts will all be owned by the client's wallet and will not be our responsibility to upgrade or monitor after the project development period and the BETA period are complete.

4.  Branding & Marketing are not handled by Cryptoware ME.

5.  Infrastructure, contract deployment & Server costs are not covered by Cryptoware ME.

## 5. Time & Cost Analysis

We estimate a timeframe for production and post-production within a range of **6 months** for delivery including 1 month of testing, with support continuing throughout testing period during which, **Cryptoware ME SARL** will transfer all knowledge retaining to the technologies, approaches, third party tools and infrastructure layout to the client's team given a team should be hired by the client by then.

Production cost rests at **USD 300,000** divided as follows:

**USD 80,000** upon contract signature

**USD 80,000** on Alpha version release

**USD 80,000** on Beta version release

**USD 60,000** on Final delivery

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| cryptoware ME | Cost Breakdown | | | | | | |
|---|---|---|---|---|---|---|---|
| Cost / Month | Contract Signature | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 |
| Pinata API | | $50 | $50 | $50 | $50 | $50 | $50 |
| Infura ETH API | | $200 | $200 | $200 | $200 | $200 | $200 |
| Cryptoware ME payments | $80,000 | | $80,000 | | $80,000 | | $60,000 |