**Agreement**

**This AGREEMENT** and Adopting Addendum(s) made available on the Agreement Fact Page sets forth the terms and conditions of the Program and is being entered into by, and is binding upon, a Protocol Community which adopts the Agreement and each Whitehat who initiates an Eligible Funds Rescue (collectively referred to as “***Parties***”) effective from the date the Eligible Funds Rescue is initiated by the Whitehat. Certain capitalized terms used in this Agreement are defined on Exhibit A.

**BACKGROUND INFORMATION**

**A.** This Agreement has been prepared by the Security Alliance as part of an open source software implementation for decentralized technologies (i.e., on-chain protocols) within the blockchain/crypto ecosystem to incentivize and give legal clarity to Whitehats initiating an “***Eligible Funds Rescue***” , and to provide a safe harbor for assets that are the subject of such an exploit.

**B.** Each Protocol Community adopting this Agreement seeks to encourage Whitehats to responsibly test, seek to penetrate, and otherwise take advantage of software which is utilized by, incorporated into, or is otherwise complementary to the Protocol, and, pursuant to the Program, potentially receive a Reward for conducting Exploits meeting the criteria set out in this Agreement for an Eligible Funds Rescue. Only Whitehats who comply with the terms of this Agreement and conduct an Eligible Funds Rescue will be eligible to participate in the Program and potentially receive a Reward.

**C.** Whitehat seeks to test and exploit the Protocol used by the Protocol Community for the purpose of completing an Eligible Funds Rescue within the bounds set out in this Agreement, and accordingly wishes to enter into this Agreement to participate in the Program and become eligible to potentially receive a Reward pursuant to the parameters set forth herein. Whitehat should satisfy themselves that they have sufficient experience to participate in the Program, including because they are an experienced software developer, security professional, software engineer, or an Entity that employs or engages experienced blockchain software engineers or security professionals (e.g., auditors) with expertise in the exploitation of blockchain systems and the mitigation of attendant risks.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement, intending to be legally bound, hereby agree as follows:

1. Certain Defined Terms.

For purposes of this Agreement, the following capitalized terms have the meanings that are ascribed to them below:

|  |
| --- |
| ***“Adoption Procedures*”** means:  (i) the DAO Adoption Procedures;  (ii) the Security Team Adoption Procedures; and,  (iii) the User Adoption Procedures. |
| “***Bounty***” means, with respect to a particular Urgent Blackhat Exploit and the resulting Eligible Funds Rescue(s) completed by an Eligible Whitehat, Tokens equal to [10%] of the US Dollar value, at the time of rescue, of Returnable Assets recovered by each Eligible Whitehat and transferred to the Asset Recovery Address from such Eligible Whitehat’s originating blockchain address(es). |
| “***DAO Adoption Procedures***” means that this Agreement has been duly adopted and approved on behalf of the DAO by means of a DAO Approval of a governance proposal in substantially the form attached hereto as Exhibit B and evidence of such DAO Approval has been published on the Agreement Fact Page and is generally known to the Protocol Community. |
| “***DAO Approval***” means, with respect to a given DAO governing a Protocol and a given matter or action, that such matter or action has been validly approved in accordance with the specific governance process of the Protocol. |
| “***DAO***” means any Entity or group or set of persons, whether or not incorporated, associated, or affiliated, that in-whole or in-part govern:  (i) a blockchain-based protocol; or  (ii) any funding, personnel or resources dedicated or reserved primarily for maintenance, development, marketing, operation, or improvement of any blockchain-based protocol,  provided, in each case, that such governance is achieved primarily through the voting of transferable votable Tokens (or non-transferable voting positions convertible from and into such Tokens). |
| **“*Eligible Funds Rescue***” is an Exploit and related actions or transactions that, taken together:  (i) intercept, interrupt, block, interfere with, impede, disrupt, prevent, or mitigate the adverse effects of, an Urgent Blackhat Exploit;  (ii) result in the complete transfer of all Returnable Assets (or the transfer of all Returnable Assets, minus the applicable Bounty) to the Asset Recovery Address as promptly as reasonably practicable during or after such Exploit (except that, in the case of such an Exploit performed by a Generalized Arbitrage Bot, such transfer may be effected as promptly as reasonably practicable after the owner/operator of the Generalized Arbitrage Bot discovers that the Generalized Arbitrage Bot has executed such Exploit, but in no event more than 72 hours after such Exploit);  (iii) have been performed in good faith solely for the purposes described in the preceding clauses ‘(i)’ and ‘(ii)’ and to earn the Reward (except that in the case of an Exploit automatically executed by a Generalized Arbitrage Bot, there need be no specific intent of the kind described in the preceding clause ‘(i)’);  (iv) are not conducted in a negligent, reckless, or fraudulent manner and do not constitute an intentional, knowing, reckless, or negligent breach of any applicable or otherwise relevant law, legal order, or any legally binding agreement; and  (v) otherwise comply with and satisfy all applicable terms and conditions of this Agreement. |
| **“*Eligible Whitehat*”** means a Person (other than the owner/operator of a Generalized Arbitrage Bot) is an with respect to a particular Exploit if and only if such person:  (i) has read, understood, and agreed to be bound by this Agreement with respect to such Exploit;  (ii) the representations and warranties in Section 5 are accurate and complete as to such person in connection with and at all times relevant to such Exploit;  (iii) such person has not breached, contravened or violated any provision of this Agreement or any applicable or otherwise relevant law, legal order or any legally binding agreement in connection or at any time relevant to such Exploit;  (iv) subject to the provisions set forth in any applicable Adopting Addendum, such person has fully complied with the requirements of Section 2.4 with respect to such Exploit; and,  (v) the Reward comprises such person’s sole direct and indirect compensation, reward, and benefit in connection with the Exploit. |
| **“*Exploit*”** means an attack, hack, or exploit against all or any part of a Protocol. |
| “***Exploited Assets****”* means, with respect to a given Urgent Blackhat Exploit, all Tokens that, directly or indirectly in connection with such Exploit, have been in whole or in part removed, appropriated, diverted, or otherwise obtained by or on behalf of a Whitehat from the Protocol. |
| “***Returnable Assets****”* means, with respect to a given Urgent Blackhat Exploit, all of the Exploited Assets recovered by a Whitehat, *minus* any Exploited Assets utilized by the Whitehat in good faith, arms-length transactions to pay reasonable transaction fees or costs necessary to perform the Exploit and return Exploited Assets to the Asset Recovery Address (including any value or Tokens lost as a result of “extractable value” or other arbitrage by validators or other third parties), provided that in each case the Whitehat used best efforts to minimize such fees and costs. |
| ***“Asset Recovery Address”*** means the blockchain network address specified by the Protocol Community through the Adopting Procedures designated for receipt of the Returnable Assets. |
| “***Generalized Arbitrage Bot***” is software that autonomously monitors and analyzes substantially all transaction requests submitted to a blockchain network’s mempool and seeks to automatically arbitrage or gain execution priority over third-party transactions for financial profit. |
| ***“Protocol Community Member”*** means, with respect to a given Protocol at a given time, each of:  (i) the DAO governing such Protocol;  (ii) each of the persons who hold voting power or economic interests in or may otherwise be deemed participants in or members of such DAO;  (iii) each User of such Protocol; and  (iv) the Security Team for such Protocol and each member of such Security Team. |
| **“*Protocol Community*”** means, with respect to a given Protocol at a given time, all of the Protocol Community Members as of such time. |
| “***Protocol****”*means a blockchain-based protocol. |
| “***Security Team Adoption Procedures***” means that this Agreement has been duly adopted and approved on behalf of the Security Team by means of the execution and delivery of the Security Team (or one or more authorized representatives thereof) of a contract in substantially the form attached hereto as Exhibit C and such contract has been published and is generally made available to the Protocol Community. |
| “***Security Team***” means, with respect to a given Protocol, any Entity, person, or group of persons involved in the research, development, or security of the Protocol whose consent or release from liability may be desirable for a Whitehat to obtain in connection with Eligible Funds Rescues hereunder. |
| **“*Token*”** means all tokens, cryptocurrencies, virtual assets, digital assets and other units of account or mediums of exchange that are transferable on a blockchain system. |
| “***Urgent Blackhat Exploit***” means an Exploit that, based on publicly available or otherwise verifiable information, would reasonably be considered to:  (i) (A) have already been initiated against a Protocol and remain an active threat; or (B) be highly likely to be imminently initiated against a Protocol; and  (ii) constitutes a reckless, malicious, illegal, unlawful, or otherwise harmful Exploit against a Protocol that is highly likely to imminently result in the loss, theft, misappropriation, freezing or other adverse impact on any Tokens directly or indirectly controlled by, deposited into, held by, or custodied with the Protocol, and for which the Whitehat is confident that a normal course bug bounty referral will not be sufficient to protect the funds. |
| “***User Adoption Procedures***” means the inclusion of provisions substantially in the form attached hereto as Exhibit D in the Terms of Service of at least a majority of the web applications specifically used to facilitate User interactions with the Protocol. |
| “***Users*”** of a Protocol means all persons who have Tokens on deposit with, held by, or otherwise subject to the full or partial direct or indirect custody, control or influence of the Protocol. |

1. Eligible Protocols
   1. Adoption of this Agreement by Protocol Communities.

A Protocol may be made eligible for Eligible Funds Rescues under this Agreement if this Agreement has been duly adopted by the Protocol Community associated with such Protocol in accordance with the Adoption Procedures and in conjunction with the adoption of an Adopting Addendum pursuant to Section 2.2, and such adoption has not been subsequently renounced, revoked, annulled, voided, or rescinded.

* 1. Protocol-Specific Modifications of this Agreement.
     1. Notwithstanding anything to the contrary set forth in this Agreement, any provision of this Agreement may be amended, modified, or supplemented by a particular Protocol Community (solely with respect to that Protocol Community, the Protocol Community Members, and any related Protocol) through the Adoption Procedures for this Agreement or in accordance with the governance and other practices and procedures of such Protocol Community.
     2. Any such amendment, modification, or supplement (an “***Adopting Addendum***”), if published and adopted in accordance with this Agreement, shall be deemed incorporated by reference, and become a part of, this Agreement.
     3. In the event of any conflict or inconsistency as to the applicable Protocol Community and Protocol between this Agreement and the Adopting Addendum of such Protocol Community, such Adopting Addendum shall be governing and controlling.
     4. The Whitehat has sole and exclusive responsibility to remain fully informed as to all Adopting Addenda of any Protocol for which the Whitehat may seek to pursue an Eligible Funds Rescue and the manner in which such Adopting Addenda may modify, supplement, or amend this Agreement as to such Protocol, including potential narrowing of or additional exclusions from the definition of “Eligible Funds Rescue”.
     5. Each Protocol Community agrees to maintain a publicly accessible interface, website, or repository where all the information about this Agreement, including all modifications and Adopting Addenda, is updated and available at all times (the “***Agreement Fact Page***”).
     6. In adopting this Agreement, and as further discussed in the Safe Harbor Agreement for Whitehats Frequently Asked Questions Document (“FAQ”), Exhibit H, a Protocol Community should arrive at a determination concerning the following topics, and include any relevant determinations in their publicly available Adopting Addendum, and summarize at least these determinations in the Adoption Form set forth in Exhibit F, so that it may be reviewed by a Whitehat seeking to participate in the Program:
        1. Which technical assets should fall within the scope for the Program, and to which the Eligible Whitehats are therefore granted access for the purpose of effectuating an Eligible Funds Rescue;
        2. The designated Asset Recovery Address where the Eligible Whitehats should deposit Returnable Assets;
        3. Whether a third-party vendor will administer the Program, including the payment of any Bounty and/or the determination of the Whitehats’ eligibility to receive the bounty;
        4. Whether anonymous or pseudonymous Eligible Whitehats can participate in the Program, as well as whether sanctions or other diligence should be performed on Whitehats to determine their eligibility to receive the Bounty;
        5. The percentage of Returnable Assets to be paid to the Eligible Whitehats as a Bounty;
        6. Whether to modify the types of Exploits that may constitute an Eligible Funds Rescue; and
        7. Whether Eligible Whitehats should be allowed to deduct the Bounty from the Returnable Assets deposited in the Asset Recovery Address.
  2. Mutual Release Among Protocol Community and Protocol Community Members.
     1. Release. The Protocol Community collectively and each Protocol Community Member individually, hereby, to the extent permitted at law, irrevocably, unconditionally, and completely exculpates, releases, acquits and forever discharges the Protocol Community and each Protocol Community Member from, and hereby irrevocably, unconditionally, and completely waives and relinquishes, every Claim, that any Protocol Community or Protocol Community Member may have had in the past, may now have, or may have in the future against the Protocol Community or any Protocol Community Member, relating to or arising out of this Agreement or any Eligible Funds Rescue attempted or effected in connection herewith or any of the other matters contemplated hereby.
     2. No-Litigation. The Protocol Community and each Protocol Community Member hereby agree not to assert or attempt to assert against the Protocol Community or any Protocol Community Member any Claim described under the preceding clause ‘(a)’ of this Section 1.3.
     3. Unknown Claims*.*
        1. If the Protocol Community or any Protocol Community Member may have any rights under Section 1542 of the Civil Code of the State of California, each such person hereby: (A) represents, warrants and acknowledges that such person (1) has been fully advised by such person’s attorney of the contents of Section 1542 of the Civil Code of the State of California and (2) understands the implications thereof; and (B) hereby expressly waives the benefits thereof and any rights that they may have thereunder. Section 1542 of the Civil Code of the State of California provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

* + - 1. The Protocol Community and each Protocol Community Member hereby waives the benefits of, and any rights that any of them may have under, any statute, common law, or other Legal Requirement regarding the release of unknown claims in any jurisdiction.
  1. Adoption; Uncertain Legal Classification of DAOs; Enforceability.
     1. Adoption and Execution. Subject to Section 1.4(c) below, this Agreement becomes binding: (a) in the case of the Protocol Community and Protocol Community Members, by that Protocol Community passing a proposal pursuant to the Adoption Procedures adopting the Agreement with reference to this Agreement; and (b) in the case of the Whitehat by the Whitehat having the opportunity to read the Agreement and thereafter by the Whitehat taking steps to execute an Eligible Funds Rescue in relation to the Protocol.
     2. Uncertain Legal Classification of DAOs.It is hereby acknowledged and agreed that the legal classification of participating DAOs may be uncertain. There may exist uncertainties as to whether a DAO is a continuous single legal person, the criteria and term of membership in a DAO for persons participating in DAO-related activities, the rules by which the DAO or any member of or participant in the DAO may become a party to or bound by any agreement, and the applicability of any such agreement to prior or future members of or participants in the DAO.
     3. Enforceability. In light of the potential for the uncertain legal classification of DAOs to affect the enforceability of this Agreement against the DAO, any participants in or members of the DAO or the Protocol Community generally, the following non-exclusive order of preference concerning the Adoption Procedures and the subsequent enforceability of this Agreement is hereby acknowledged and agreed:
        1. If the DAO governing a protocol is deemed to constitute a legal person and this Agreement is adopted through the DAO Adoption Procedures, then the DAO Adoption Procedures are intended to and shall be deemed to make this Agreement binding upon such legal person;
        2. If the DAO governing a protocol is deemed to be capable of binding the Protocol Community or Protocol Community Members to this Agreement through the DAO Adoption Procedures, then the DAO Adoption Procedures are intended to and shall be deemed to make this Agreement binding upon the Protocol Community and any and all Protocol Community Members, to the maximum extent permissible;
        3. If the individual past, present, and/or future participants in or members of the DAO may be bound to an agreement through the DAO Adoption Procedures, then the DAO Adoption Procedures are intended to and shall be deemed to make this Agreement binding upon all such individual participants or members to the maximum extent permissible; or
        4. If the DAO is not deemed to be a legal person and it is not legally permitted to bind all individual past, present, and/or future participants in or members of the DAO hereto through the DAO Adoption Procedures, then, to the maximum extent permissible, this Agreement shall be deemed binding upon the individual Protocol Community Members, Users, or other persons who voted in favor of or otherwise expressly consented to, ratified, or affirmed this Agreement through the DAO Adoption Procedures, User Adoption Procedures, or otherwise.

1. Covered Exploits & Rewards
   1. Eligible Whitehats to be Compensated for Eligible Funds Rescues

If an Eligible Whitehat performs an Eligible Funds Rescue pursuant to and in accordance with this Agreement, then, as the sole compensation and reward for such performance, the Eligible Whitehat may be entitled to: (i) payment or retention of the applicable Bounty as set forth in Sections 2.4(d) and 3.2(a) and subject to specification by the Protocol Community in any Adopting Addendum; and (ii) the grant of a release of Claims as set forth in Section 3.3 (the consideration described in the preceding clauses ‘(i)’ and ‘(ii)’, collectively, the “***Reward***”).

* 1. Limited Scope
     1. This Agreement and the Reward granted hereunder are intended solely to provide compensation to Eligible Whitehats who complete Eligible Funds Rescues of Tokens from an Urgent Blackhat Exploit as defined in Section 2.3(c) below and as subject to further specification by the Protocol Community in any Adopting Addendum.
     2. All other pending, threatened, or possible Exploits; security vulnerabilities; or other facts and circumstances relating to a Protocol are not addressed by this Agreement and may be addressed, for example, through an ordinary security bounty program, or other rules, procedures, and agreements applicable to such Protocol.
  2. Required Procedures For Attempting Eligible Funds Rescues.
     1. Prospective Whitehats vs Retrospective Whitehats. Each person attempting or undertaking an Eligible Funds Rescue, seeking a Reward, or seeking the benefit of the consent to Exploits set forth in Section 2.4(b) is referred to herein as a “***Whitehat***”. A Whitehat that is the owner/operator of a Generalized Arbitrage Bot who, upon discovering that an Exploit against a Protocol has been effected by such Generalized Arbitrage Bot, attempts or undertakes an Eligible Funds Rescue, is referred to herein as a “***Retrospective Whitehat***” and all other Whitehats are referred to herein as “***Prospective Whitehats***”.
     2. Consent to Exploit by Prospective Whitehats. In the event that an Urgent Blackhat Exploit is highly likely to be imminently initiated or in process with respect to a Protocol and a Prospective Whitehat who satisfies the eligibility conditions set forth in clauses ‘(i)’ through ‘(iii)’ of Section 2.3(b) could reasonably be expected to complete an Eligible Funds Rescue with respect to such Urgent Blackhat Exploit, then, for so long as the Urgent Blackhat Exploit remains imminent or in process and such Prospective Whitehat otherwise complies with this Agreement, the Prospective Whitehat is hereby granted the consent of the Protocol Community to use best efforts to attempt the Eligible Funds Rescue and to access the technical assets deemed in scope by the Protocol Community as designated by the Protocol Community in the Adopting Addendum and as specified in the form included as Exhibit F to this Agreement, including by seeking to satisfy (or continuing to satisfy, as applicable) the eligibility conditions set forth in clauses ‘(ii)’ through ‘(v)’ of Section 2.3(b) so as to become an Eligible Whitehat and by performing a permitted type of Exploit (as contemplated by Section 2.3(c)) against the Protocol to the extent necessary to intercept, interrupt, block, interfere with, impede, disrupt, prevent, or mitigate the adverse effects of, such Urgent Blackhat Exploit.
     3. Notification of Attempted Eligible Funds Rescue.
        1. The Whitehat shall use commercially reasonable efforts to notify the Protocol Community that the Whitehat is attempting an Eligible Funds Rescue as soon as reasonably practicable in accordance with Section 8.7.
        2. For Prospective Whitehats, it is strongly recommended, although not required, to deliver such notification prior to initiating an Exploit against the Protocol if doing so would not adversely affect the likelihood of achieving an Eligible Funds Rescue. For Retrospective Whitehats, it is strongly recommended that the Whitehat deliver such notification immediately after discovering that the Generalized Arbitrage Bot owned or operated by such Whitehat has executed an Exploit against the Protocol.
     4. Transfer of Assets to Asset Recovery Address.
        1. The Whitehat shall at all times use best efforts to secure, and preserve the value of, all Exploited Assets.
        2. Upon removing, appropriating, diverting, or otherwise obtaining custody or control over any Exploited Assets, the Whitehat must use best efforts to transfer them to the Asset Recovery Address as promptly as reasonably practicable, as follows:
           1. If the Adopting Procedures for the relevant Protocol expressly allow for the Whitehat to deduct and retain the Bounty from the Exploited Assets, then the Whitehat shall transfer all Returnable Assets minus the applicable Bounty, into the Asset Recovery Address as promptly as reasonably practicable.
           2. If the Adopting Procedures for the relevant Protocol do not expressly allow for the Whitehat to deduct and retain the Bounty from the Exploited Assets, then the Whitehat shall transfer all Returnable Assets into the Asset Recovery Address as promptly as reasonably practicable.

An Exploit with respect to which the Returnable Assets have not been so transferred into the Asset Recovery Address in accordance with the preceding clause ‘(A)’ or clause ‘(B)’, as applicable, shall not constitute an Eligible Funds Rescue and the Whitehat shall not be entitled to any Reward with respect thereto. In either case, if a Whitehat is unable to transfer the Returnable Assets into the Asset Recovery Address within six hours of obtaining custody or control over them, then the Whitehat must notify the Protocol Community, in accordance with Section 8.7, of their continued intention to transfer the Returnable Assets into the Asset Recovery Address and the reasons for their inability to transfer those assets.

1. Eligibility, Release and Bounty
   1. Eligibility Conditions
      1. Conditions Precedent. Each clause of the terms “Eligible Whitehat” and “Eligible Funds Rescue” shall be conditions precedent to any person’s entitlement to receive a Reward. Such conditions precedent are in furtherance and not in limitation of the other terms and conditions of this Agreement. In the event that a Whitehat receives or retains a Bounty (or any portion thereof) at a time when any of the aforementioned conditions precedent were not satisfied, the Bounty shall be deemed forfeit and the Whitehat shall, upon demand by the Protocol Community or any Protocol Community Member, immediately transfer the full amount of any Retained Bounty directly to the Asset Recovery Address.
      2. Relationship of Protocol Community to Whitehat. Under no circumstances do the Protocol Community or any Protocol Community Member seek through this Agreement to facilitate, encourage, or condone any conduct by Whitehat that violates any Legal Requirement under any applicable jurisdiction or any fraudulent, misleading, manipulative, reckless, or negligent conduct by Whitehat towards any Party or non-party to this Agreement. The Protocol Community disclaims any liability or direct or consequential damages caused by Whitehat by participating in the Program, and make no representations or warranties to Whitehat that participation in the Program under the terms of this Agreement will protect Whitehat from liability except as otherwise specified in Section 3.3 below.
   2. Bounty
      1. In the event that the Protocol Community decides to institute either an aggregate cap on the Bounty in connection with an Urgent Blackhat Exploit, equivalent to a US Dollar amount and above which payment will not be made to an Eligible Whitehat(s), or a fixed cap on a Bounty applicable to each Eligible Whitehat contributing to an Eligible Funds Rescue in connection with an Urgent Blackhat Exploit, the Protocol Community should designate the cap and provide relevant details on payment mechanisms and payment allocation in its Adopting Addendum and, if deemed appropriate, in the form included as Exhibit F to this Agreement.
      2. Payment of Bounty. Following the completion of an Eligible Funds Rescue and the determination that the Whitehat is eligible for a Reward pursuant to the terms of this Agreement:
         1. In the event that the Whitehat has returned all of the Returnable Assets, the Protocol Community will pay the Bounty to the Whitehat, subject to the terms of this Agreement. Payment of the Bounty is to be made to the Whitehat’s address as nominated at the time of delivery of the Returnable Assets to the Asset Recovery Address. In the event that the Protocol Community fails to transfer the Bounty to the Whitehat within a reasonable time (and in no event more than 15 calendar days after the date that the first or only Returnable Assets are sent to the Asset Recovery Address), or in the event that the Whitehat and Protocol Community are unable to agree upon the amount of the Bounty, the Reward Dispute Procedures, as set forth in Section 3.4, shall apply. The Protocol Community may, in its reasonable discretion, require that a Whitehat provide backup withholding documentation (such as Form W-9 or W-8 (series) for Protocol Communities subject to income taxation in the United States), and, if not provided in a reasonable amount of time, deduct the required amounts of backup withholding from any such Bounty payment to a Whitehat.
         2. In the event that the Whitehat has retained the Bounty, and sent all Returnable Assets to the Asset Recovery Address less the amount retained by the Whitehat as the Bounty (a “***Retained Bounty***”), the Whitehat shall verify in writing to the Protocol Community the address at which the Retained Bounty is located and not move the Retained Bounty from this address. The Protocol Community shall, within a reasonable time and in no event more than 15 calendar days, send written verification to the Whitehat as to whether the Protocol Community disputes the amount of the Retained Bounty. In the event no notice is sent to the Whitehat within the timeframe specified in the preceding sentence, the Retained Bounty amount shall be presumed acceptable to the Protocol Community. In the event that the Protocol Community disputes the amount of the Retained Bounty, the Reward Dispute Procedures, as set forth in Section 3.4, shall apply.
   3. Release of Whitehat Liability to Protocol Community
      1. Release by Protocol Community.The Protocol Community and each Protocol Community Member, hereby, to the extent permitted at law, irrevocably, unconditionally, and completely exculpates, releases, acquits and forever discharges Whitehat from, and hereby irrevocably, unconditionally, and completely waives and relinquishes, every Claim, that any Protocol Community or Protocol Community Member may have had in the past, may now have, or may have in the future against Whitehat, relating to or arising out of each Eligible Funds Rescue successfully executed by or with the assistance of the Whitehat, including any Claim based on a theory of quantum meruit, promissory estoppel, or other equitable doctrine and any Claim contrary to any of the acknowledgements and assumptions of risk set forth in this Agreement; *provided, however,* that Whitehat shall not be released from any breach or non-compliance with the terms and conditions of this Agreement and provided further that this release does not apply to any indemnity owed by the Whitehat under Section 6.1(a).
      2. No-Litigation. The Protocol Community and each Protocol Community Member hereby agree not to assert or attempt to assert against the Whitehat any Claim from which such Whitehat has been released under Section 3.3(a).
      3. Unknown Claims*.*
         1. If the Protocol Community or any Protocol Community Member may have any rights under Section 1542 of the Civil Code of the State of California, each such person hereby: (A) represents, warrants and acknowledges that such person (1) has been fully advised by such person’s attorney of the contents of Section 1542 of the Civil Code of the State of California and (2) understands the implications thereof; and (B) hereby expressly waives the benefits thereof and any rights that they may have thereunder. Section 1542 of the Civil Code of the State of California provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

* + - 1. The Protocol Community and each Protocol Community Member hereby waives the benefits of, and any rights that any of them may have under, any statute, common law or other Legal Requirement regarding the release of unknown claims in any jurisdiction.
  1. Reward Dispute Procedures
     1. Reward Dispute Procedures. In the event that a dispute between the Protocol Community exists as to: (A) the amount of a Bounty, (B) whether the Whitehat is entitled to a Reward; or (C) whether the Bounty is subject to offset pursuant to Section 6.1(a) below (each, a “***Reward Dispute”***), the Parties shall identify the amount of the Bounty and all other aspects of the Reward which are disputed (the “***Disputed Amount***”) and the following procedures shall apply.
        1. If the Reward Dispute relates to the value of the tokens comprising the Bounty only (i.e., if the Protocol Community and Whitehat agree that the Whitehat is entitled to a Reward, but cannot agree on the value of the Bounty), the Party in possession of the Disputed Amount shall transfer the Disputed Amount into an escrow account that requires the signature of the Whitehat and Protocol Community to be released. Each Party shall, within 30 calendar days, appoint an appraiser or other valuation expert to render an opinion as to the proper amount of the Bounty (an “***Appraisal***”). In the event that the higher of the Appraisals is no greater than 130% of the lower Appraisal, the Bounty shall be the average of the two Appraisals. In the event that the higher of the Appraisals is greater than 130% of the lower Appraisal, the appraisers shall appoint a neutral third-party appraiser, whose Appraisal shall control the amount and allocation of the Bounty. Upon the conclusion of this appraisal process, the Parties shall release the escrowed Bounty amount(s) to whichever Party is entitled to all or a portion of the Disputed Amount.
        2. If the Reward Dispute relates to the entitlement of the Whitehat to a Reward, a Claim by an Indemnitee gives rise to a Disputed Amount, or if the dispute relates to the amount of Returnable Assets owed to the Protocol Community, the Arbitration provisions of Section 6.1(a) shall apply.

1. Certain Covenants and Agreements of Whitehat
   1. Legal Compliance.

Whitehat shall at all times ensure that their actions are in compliance with all applicable Legal Requirements. Whitehat acknowledges that Protocol Community will not, and has no legal obligation to, monitor the legal compliance of Whitehat in relation to Whitehat seeking to perform an Eligible Funds Rescue.

* 1. Non-Exclusivity.

Whitehat acknowledges and agrees that there shall be no relationship of exclusivity between Whitehat and Protocol Community; Protocol Community shall be fully entitled to permit other Persons (who may be competitors of Whitehat) to participate in the Program; and neither the Protocol Community nor any Protocol Community Member is making any covenant, commitment, agreement or undertaking to keep Whitehat informed regarding the progress or involvement of other Persons participating in the Program or to treat Whitehat equally with such other Persons.

* 1. No Partnership, Agency or Similar Relationship.

For the purposes of this Agreement, Whitehat acknowledges and agrees that Whitehat shall not be deemed to be part of any partnership, joint venture, unincorporated association, or other Entity with Protocol, any Representative of the Protocol Community, or any Protocol Community Member; further, Whitehat shall not be deemed an employee, independent contractor, or other Representative of the Protocol Community or any Protocol Community Member. Whitehat also represents that it will not hold itself out as having, represent that it has, or induce or knowingly permit any Person to believe that it is a Representative of the Protocol Community or any other Protocol Community Member arising out of or in connection with this Agreement, the Program, or the performance or attempt of any Eligible Funds Rescue.

* 1. No Guarantees or Assurances of Rewards.

Other than as expressly provided for in this Agreement, Protocol Community shall not be deemed to be directly or indirectly providing any express or implied guarantee or assurance that Whitehat will receive any Rewards. Protocol Community may, at any time, in its sole discretion, cancel and terminate such Protocol Community’s participation in the Program; *provided, however,* that the Protocol Community shall not be permitted to terminate the Program with respect to any completed or in-progress Eligible Funds Rescue. Whitehat hereby assumes all risks that they do not qualify for any Rewards, regardless of the level of time or effort or cost expended by Whitehat in pursuit of the Rewards.

* 1. Release by Whitehat
     1. Definitions. For purposes of this Section 4:
        1. *“****Protocol Community Persons***” includes the Protocol Community, the Protocol Community Members, the Protocol Community’s Affiliates and the Protocol Community and Protocol Community’s Affiliates’ respective successors and past, present and future assigns and Representatives (hereafter); and
        2. “***Whitehat Persons***” includes Whitehat, acting on Whitehat’s own behalf and on behalf of Whitehat’s Representatives and Affiliates.
     2. Release. Whitehat (on Whitehat’s own behalf and on behalf of Whitehat Persons) hereby irrevocably, unconditionally, and completely releases, acquits, and forever discharges each of the Protocol Community Persons from, and hereby irrevocably, unconditionally, and completely waives and relinquishes, each and every Claim, that any Whitehat Person may have had in the past, may now have or may have in the future against any of the Protocol Community Persons, directly or indirectly relating to or directly or indirectly arising out of any event, matter, cause, thing, act, omission or conduct occurring, existing, or arising in connection with Whitehat’s or any other Whitehat Person’s participation in or involvement with the Program or execution or performance of this Agreement, including any Claim based on a theory of quantum meruit, promissory estoppel, or other equitable doctrine and any Claim contrary to any of the acknowledgements and assumptions of risk set forth in this Agreement; *provided, however*, that Whitehat is not releasing any rights expressly provided to Whitehat under this Agreement, including the right to any Bounty pursuant to Section 4.
     3. Unknown Claims*.*
        1. If Whitehat or any or other Whitehat Person may have any rights under Section 1542 of the Civil Code of the State of California, Whitehat hereby (on Whitehat’s own behalf and on behalf of the other Whitehat Persons): (A) represents, warrants, and acknowledges that Whitehat and such other Whitehat Persons (1) have been fully advised by their respective attorneys of the contents of Section 1542 of the Civil Code of the State of California and (2) understand the implications thereof; and (B) hereby expressly waive the benefits thereof and any rights that they may have thereunder. Section 1542 of the Civil Code of the State of California provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

* + - 1. Whitehat (on Whitehat’s own behalf and on behalf of the other Whitehat Persons) hereby waives the benefits of, and any rights that any of them may have under, any statute, common law, or other Legal Requirement regarding the release of unknown claims in any jurisdiction.
    1. Necessary Actions. Whitehat represents and warrants that Whitehat has taken all actions necessary or appropriate to give full effect to the release given by Whitehat (on such Whitehat’s own behalf and on behalf of the other Whitehat Persons) in this Section.
    2. Further Assurances. Without limiting the generality of Section 8.6, Whitehat agrees that Whitehat shall execute and deliver (and ensure that the other Whitehat Persons execute and deliver) to Protocol Community and the other Protocol Community Persons such instruments and other documents, and shall take (and ensure the other Whitehat Persons take) such other actions, as Protocol Community Persons may request in good faith for the purpose of carrying out or evidencing the release and related matters set forth in this Section. Without limiting the generality of the foregoing, Whitehat agrees that Whitehat will not assert or attempt to assert, and will ensure that none of the other Whitehat Persons will assert or attempt to assert, any Claim of the type released under Section 4.5(b) against any Protocol Community Person at any time after the execution and delivery of this Agreement.

1. Representations and Warranties of Whitehat

Whitehat hereby represents and warrants to and for the benefit of Protocol Community and Protocol Community Members, their Affiliates and their respective Representatives (it being acknowledged and agreed by Whitehat that Protocol Community is relying on, and would not have entered into this Agreement without the representations and warranties set out in this Section 5), as follows:

* 1. Authority and Due Execution
     1. Authority. Whitehat has all requisite capacity, power and authority to enter into, and perform Whitehat’s obligations under, this Agreement and to fully participate in the Program. The execution, delivery and performance of, and the performance of Whitehat’s obligations under this Agreement and Whitehat’s full participation in the Program have been duly authorized by all necessary action on the part of Whitehat and, if Whitehat is an Entity, its board of directors or comparable authority(ies), and no other proceedings on the part of Whitehat are necessary to authorize the execution, delivery or performance of this Agreement by Whitehat.
     2. Due Execution. This Agreement has been duly accepted by Whitehat and constitutes the legal, valid and binding obligation of Whitehat, enforceable against Whitehat in accordance with its terms.
  2. Money Laundering and Sanctions.

To the best of Whitehat’s knowledge, any crypto-assets or funds that are or will be obtained, leveraged, recovered, exploited, or otherwise used by Whitehat in any Eligible Funds Rescue were not and are not directly or indirectly derived from any activities that contravene any law, rule, regulation or order (including anti-money laundering laws and regulations) applicable to the Whitehat. None of: (a) Whitehat; (b) any Affiliate of Whitehat; (c) any person having a beneficial interest in the Whitehat (if an Entity); or (d) any person for whom the Whitehat is acting as agent or nominee in connection with this Agreement is: (i) a country, territory, Entity or individual named on an OFAC list as provided at http://www.treas.gov/ofac, or a person or Entity subject to sanctions or prohibitions under OFAC or any other national or international sanctions regime, regardless of whether or not they appear on the OFAC list; or (ii) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.

* 1. Non-Contravention.

The execution and delivery of this Agreement does not, and the performance of Whitehat’s obligations under this Agreement and Whitehat’s full participation in the Program will not: (a) if Whitehat is an Entity, conflict with or violate any of the charter documents of Whitehat or any resolution adopted by its equity holders or other Persons having governance authority over the Whitehat Entity; (b) contravene, conflict with, or violate any applicable Legal Requirement to which Whitehat, or any of the assets owned or used by Whitehat, is subject; or (c) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under any material contract or agreement of Whitehat, permit held by Whitehat or Legal Requirement applicable to Whitehat.

* 1. Whitehat’s Independent Investigation and Non-Reliance.
     1. Whitehat warrants that:
        1. it is sophisticated, experienced, and knowledgeable in the business of software exploits and blockchain exploits; and
        2. it is acting independently of Protocol Community in connection with this Agreement and the Program.
     2. Whitehat acknowledges and agrees that the Protocol Community:
        1. is not engaged in any exploit activities and has not evaluated; and
        2. makes no representation or warranty, express or implied, regarding, any benefits or risks of or necessary or desirable practices regarding any actions surrounding any attempt at an Eligible Funds Rescue.
     3. Whitehat warrants that it:
        1. has conducted an independent investigation of the Protocol, the Program, and the matters contemplated by this Agreement;
        2. has formed its own independent judgment regarding the benefits and risks of and necessary and desirable practices in making its determination to participate in the Program; and
        3. relies solely on the results of such investigation and judgment.
     4. Without limiting the generality of the foregoing, Whitehat understands, acknowledges and agrees that the Legal Requirements pertaining to blockchain technologies and Tokens generally, and the Protocol in particular, are uncertain, and Whitehat has conducted an independent investigation of such potentially applicable Legal Requirements and the resulting risks and uncertainties.
     5. Whitehat hereby irrevocably disclaims and disavows reliance upon any statements or representations made by or on behalf of, or information made available by, the Protocol Community or any Protocol Community Members, in determining to enter into this Agreement, or participate in the Program.
  2. Litigation.

There is no Legal Proceeding pending or threatened: (a) that involves Whitehat or any Representatives or Affiliates of Whitehat; and (b) related to or arising out of Whitehat’s activities in connection with exploits of software or blockchain technologies or any other Token trading or blockchain technology related activities.

* 1. Intellectual Property and Related Matters.

Whitehat is the sole and exclusive owner of all right, title and interest in and to all Intellectual Property Rights to all Technology incorporated into or otherwise used, held for use or practiced in connection with (or planned by Whitehat to be incorporated into or otherwise used, held for use or practiced during the course of the Program in connection with) the Program other than any Intellectual Property Rights that are validly licensed (or provided on a hosted basis) to Whitehat pursuant to valid and binding Intellectual Property Licenses granted to Whitehat.

* 1. Compliance; Orders
     1. Compliance. Whitehat has complied with, and has not violated, any applicable Legal Requirement relating to any blockchain technologies, cybersecurity-related activities, or Token trading activities. No investigation or review by any Governmental Entity is pending or, to Whitehat’s knowledge, has been threatened against or with respect to Whitehat.
     2. Orders. To the Whitehat’s knowledge, there is no legal order, decree, or other directive to which Whitehat or any Representative of Whitehat is subject that prohibits Whitehat or such Representative from engaging in or continuing any conduct, activity or practice relating to Whitehat’s participation in the Program.
  2. Full Disclosure.

This Section 5 does not: (a) contain any representation, warranty, statement or information that is false or misleading with respect to any material fact; or (b) omit to state any material fact necessary in order to make the representations, warranties and information contained in this Section 5 (in the light of the circumstances under which such representations, warranties, statements and information were or will be made or provided) not false or misleading.

1. Indemnification and Arbitrable Disputes
   1. Indemnification
      1. Indemnity.

Whitehat shall hold harmless and indemnify Protocol Community, Protocol Community Members, their Affiliates, and their respective Representatives (collectively, the “***Indemnitees***”) from and against any Damages that are directly or indirectly suffered or incurred at any time following the Eligible Funds Rescue by any of the Indemnitees or to which any of the Indemnitees may otherwise directly or indirectly become subject at any time and which arise directly or indirectly from or as a result of, or are directly or indirectly connected with: (a) any material misrepresentation, inaccuracy, or omission in connection with any of the representations and warranties made by Whitehat; or (b) any material breach or non-performance of the Agreement by Whitehat; provided that, the aggregate maximum amount of payment owed by the Whitehat under this Section 6.1(a) shall be limited to the amount of the Bounty due and actually received by the Whitehat hereunder. In the event that no payment has been made to the Whitehat, the Whitehat’s indemnity obligation shall reduce the amount of the Bounty otherwise owed to the Whitehat.

* + 1. Arbitrable Disputes.
       1. In the event that the Indemnitee and Whitehat do not settle a claim for indemnification or any other action, suit, or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement within 30 days after the date on which notice of such claim is delivered by one party (or Indemnitee) to the other, then such claim shall be deemed to be the subject of a dispute (an “***Arbitrable Dispute***”).
       2. Each Arbitrable Dispute shall be settled by binding arbitration. Notwithstanding the preceding sentence, nothing in this Section 6 shall prevent the Indemnitee from seeking preliminary injunctive relief from a court of competent jurisdiction pending settlement of any Arbitrable Dispute.
       3. Except as herein specifically stated, any Arbitrable Dispute shall be resolved by arbitration in Singapore under the administration of the Singapore International Arbitration Centre (“***SIAC***”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (the “***SIAC Rules***”) then in effect. However, in all events, the provisions contained in this Agreement shall govern over any conflicting rules which may now or hereafter be contained in the SIAC Rules. Any judgment upon the award rendered through arbitration shall be entered in any court having jurisdiction over the subject matter thereof and over the Person against whom the award rendered is to be enforced. Decisions rendered through arbitration shall have the authority to grant any equitable and legal remedies that would be available if any judicial proceeding was instituted to resolve an Arbitrable Dispute. A final decision rendered through arbitration may be submitted for entry to a court of competent jurisdiction. The existence and events and circumstances and outcome of such arbitration shall be treated as confidential and not disclosed or made public by the parties; *provided, however,* that (A) each party may discuss the arbitration on a confidential basis with their respective professional advisors, attorneys, directors, officers, members, and Affiliates; and (B) each party may disclose information solely to the extent necessary to enforce the results of the arbitration, provided that prior to any such disclosure such party uses (and affords the other parties an opportunity to use) commercially reasonable efforts to seek the confidential treatment of such information (e.g., by seeking a protective order).
       4. Any such arbitration will be conducted in English before a panel of three arbitrators who will be compensated for their services at a rate to be determined by the parties or by SIAC, but based upon reasonable hourly or daily consulting rates for each arbitrator in the event the parties are not able to agree upon his or her rate of compensation.
       5. The members of the panel of arbitrators shall be mutually agreed upon by the parties. In the event the parties are unable to agree within 20 days following submission of the dispute to SIAC by one of the parties, SIAC will have the authority to select panel members from a list of arbitrators who satisfy the criteria set forth in clause ‘(vi)’ below.
       6. Each arbitrator must not have any past or present family, business or other relationship with the parties or any relevant Indemnitee, unless, following full disclosure of all such relationships, the parties and any relevant Indemnitee agree in writing to waive such requirement with respect to each arbitrator in connection with such dispute. In addition, unless otherwise agreed by the parties and any relevant Indemnitee in writing, an arbitrator in any dispute related to an Arbitrable Dispute shall have at least 15 years’ experience in the negotiation of complex corporate transactions; *provided, however,* that if SIAC is not able to provide an arbitrator for such arbitration with the requisite experience set forth in this clause ‘(vi)’, such arbitrator shall be a retired Article III Federal District Court judge of the United States with prior experience as an arbitrator.
       7. The parties will each pay 50% of the initial compensation to be paid to the arbitrators in any such arbitration and 50% of the costs of transcripts and other normal and regular expenses of the arbitration proceedings; *provided, however,* that: (A) the prevailing party in any arbitration will be entitled to an award of attorneys’ fees and costs; and (B) all costs of arbitration, other than those provided for above, will be paid by the losing party, and the arbitrator will be authorized to determine the identity of the prevailing party and the losing party. The losing party shall be determined solely by the arbitrator.
       8. The arbitrators chosen in accordance with these provisions will not have the power to alter, amend or otherwise affect the terms of these arbitration provisions or any other provisions contained in this Agreement.
       9. Any ruling or decision of the arbitrators may be enforced in any court of competent jurisdiction.
  1. Exercise of Indemnification Remedies Other Than by Protocol Community.

No Indemnitee (other than Protocol Community) shall be permitted to assert any claim to be held harmless, indemnified, compensated or reimbursed or to exercise any other remedy under this Agreement unless Protocol Community shall have consented to the assertion of such claim or the exercise of such other remedy (it being understood and agreed that no such consent by Protocol Community shall otherwise modify or operate as a waiver of the rights and obligations of any party to this Agreement). Protocol Community shall be entitled to act as agent for any Indemnitee in connection with any claim to be held harmless, indemnified, compensated or reimbursed or other remedy sought, asserted or exercised, or sought to be asserted or exercised.

1. Term and Termination

The applicability of the Program and the term of this Agreement for a given Protocol Community commence from the date when the Protocol Community adopts and ratifies this Agreement through the Adoption Procedures, and terminates upon the Protocol passing a proposal which terminates the Protocol Community’s participation in the Program or adoption of this Agreement; *provided, however,* that no such termination shall affect terms that by their nature are intended to survive a termination of the Agreement with respect to circumstances arising prior to such termination.

1. Miscellaneous Provisions
   1. Amendments.

Except as otherwise provided in this Agreement, this Agreement may not be amended, modified, altered, or supplemented other than by means of the Adoption Procedures, and then solely as to the particular Protocol Community utilizing such Adoption Procedures.

* 1. Costs of Agreement.

Each Party must pay its own fees, costs and expenses incurred by it in connection with that Party’s review and participation in this Agreement and any transactions contemplated by this Agreement including without limitation legal, accounting, and other fees.

* 1. Entire Agreement.

This Agreement and the other agreements referred to herein set forth the entire understanding of the Parties hereto relating to the subject matter hereof and thereof and supersede all prior agreements and understandings among or between any of the parties relating to the subject matter hereof and thereof.

* 1. Further Assurances.

Whitehat shall execute and cause to be delivered to Protocol Community such instruments and other documents, and shall take such other actions, as Protocol Community may reasonably request for the purpose of carrying out or evidencing any of the matters contemplated by this Agreement.

* 1. Governing Law.

This Agreement shall be governed by and construed and interpreted in accordance with the laws of Singapore in the jurisdiction of the Singapore International Commercial Court. irrespective of the choice of laws principles thereof, as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies.

* 1. Notices.

Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received: (a) if delivered by hand, when delivered; (b) if sent on a business day by email transmission before 11:59 p.m. (recipient’s time) on the day sent by email and receipt is confirmed, on the date on which receipt is confirmed; (c) if sent by registered, certified, or first class mail, the third business day after being sent; and (d) if sent by overnight delivery via a national courier service, two business days after being delivered to such courier, in each case to the mailing address or email address set forth beneath the name of such Party below (or to such other mailing address or email address as such Party shall have specified in a written notice given to the other parties hereto):

*If to Protocol Community:*

To the email address or other contact method set forth for such purpose on the applicable Agreement Fact Page and otherwise in accordance with any notice procedures set forth on the applicable Agreement Fact Page.

*If to Whitehat:*

In relation to a particular attempted or completed Eligible Funds Rescue, by sending a message to any address that could reasonably be believed to have been utilized by and under the control of the Whitehat in connection with such attempted or completed Eligible Funds Rescue.

* 1. Order of Precedence.

Where there is any ambiguity between the terms of this Agreement, the Summary (both at the commencement of this Agreement and forming part of the Schedule), and any other content displayed as part of the Protocol or communications between the Protocol Community (including the proposal adopting this Agreement) and any Whitehat, the terms of this Agreement will take precedence and prevail to the extent of any such ambiguity.

* 1. Parties in Interest.

None of the provisions of this Agreement is intended to provide any rights or remedies to any employee, creditor, third-party beneficiary, or any other Person other than Protocol Community, Protocol Community Members, Whitehat and their respective successors and assigns (if any).

* 1. Remedies Cumulative; Specific Performance.

The rights and remedies of the Parties hereto shall be cumulative (and not alternative). The parties to this Agreement agree that, in the event of any breach or threatened breach by Whitehat of any covenant, obligation or other provision set forth in this Agreement: (a) Protocol Community shall be entitled, without proof of actual damages, (in addition to any other remedy that may be available to it) to: (i) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision; and (ii) an injunction restraining such breach or threatened breach; and (b) Protocol Community shall not be required to provide any bond or other security in connection with any such decree, order or injunction or in connection with any related action or Legal Proceeding.

* 1. Severability.

In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void, or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void, or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

* 1. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties, the Indemnitees, and their respective successors and assigns (if any). Protocol Community may freely assign any or all of its rights or delegate any or all of its obligations under this Agreement, in whole or in part, to any other Person without obtaining the consent or approval of any other party hereto or of any other Person. Whitehat shall not assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part, to any other Person without the prior written consent of Protocol Community.

* 1. Taxation.

Except as provided in Section 3.2(b)(i), each Party is liable for the payment of any income or capital gains taxation that such Party is liable to pay, and is solely responsible for otherwise complying with all tax-related legal and regulatory requirements applicable to such Party, as a result of the transactions contemplated by the Agreement. Except as provided in Section 3.2(b)(i), no Party shall be obliged to withhold any amount in respect of taxation and any payments made are presumed to be inclusive of any applicable sales or value-added taxation sums.

* 1. Waiver.
     1. No failure on the part of any Person to exercise any power, right, privilege, or remedy under this Agreement, or part thereof, and no delay on the part of any Person in exercising any power, right, privilege, or remedy under this Agreement, or part thereof, shall operate as a waiver of such power, right, privilege, or remedy.
     2. No single or partial exercise of any such power, right, privilege, or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege, or remedy.
     3. No Person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege, or remedy under this Agreement, unless the waiver of such claim, power, right, privilege, or remedy is expressly set forth in this Agreement or in a written instrument duly executed and delivered on behalf of such Person (or, in the case of a Protocol Community or Protocol Community Member, through the relevant Adoption Procedures).
     4. A waiver shall not be applicable or have any effect except in the specific instance in which it is given.
     5. Each Party may plead this Agreement as a complete defence to any claim to the extent arising in connection with a power, right, privilege or remedy that has been expressly waived pursuant to this Agreement.
  2. Waiver of Class-Action Rights.

To the extent permitted by applicable law, each Party waives the right to litigate in court or an arbitration proceeding any dispute arising in connection with this Agreement or an Eligible Funds Rescue as a class action, either as a member of a class or as a representative or to act as a private attorney general.

* 1. Waiver of Jury Trial.

Each of the Parties hereto hereby irrevocably waives any and all right to trial by jury in any action, suit or other legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

1. Construction and Interpretation
   1. Interpretation

In interpreting any Sections or clauses of this Agreement:

* + 1. ***Ambiguities*.** The parties hereto agree that any rule of construction to the effect that *ambiguities* are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.
    2. ***Best Efforts.*** The “best efforts” of a Whitehat under this Agreement are the efforts that would be applied by a reasonable blockchain-based protocol security expert acting in good faith under the circumstances as measured by then prevailing industry best standards and practices.
    3. ***Dollar*.** Any references in this Agreement to “dollars” or “$” shall be to U.S. dollars.
    4. ***Gender;*** *Etc*. For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.
    5. ***Headings****.* The bold-faced headings and the underlined headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.
    6. ***Hereof*.** The terms “hereof,” “herein,” “hereunder,” “hereby.” and “herewith” and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.
    7. ***Including*.** As used in this Agreement, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.”
    8. ***Knowledge.*** A reference to the awareness or knowledge of a party is a reference to the actual knowledge, information, and belief of a party as of each time relevant to such party’s entry into, performance of, or claiming or enforcement of any rights or benefits under this Agreement.
    9. ***References*.** Except as otherwise indicated, all references in this Agreement to “Sections,” “Schedules,” and “Exhibits” are intended to refer to Sections of this Agreement and Schedules and Exhibits to this Agreement.