

SERVICE AGREEMENT

between:

**Midas Technologies AG
c/o Sielva Management SA,
Gubelstr. 11,
6300 Zug,
Switzerland**

(hereinafter referred to as "Service Provider")

and;

**The Melon Council
14 industriesstrasse,
6302, Zug
Switzerland**

(hereinafter referred to as "Client")

(Service Provider and Client hereinafter jointly referred to as "Parties" or "Party")

1. Description

This agreement is to confirm that The Melon Council has agreed to grant the total amount of CHF 1,090,000 over one year in return for the following services which will be delivered by Midas Technologies AG in three phases. The payments will be distributed in three stages, subject to meeting the milestones and conditions described in Section 2.

2. Services, terms & conditions

The first phase of this project is defined below. Midas Technologies AG are mandated to achieve the following milestones over the set period.

Stage 1: April - July 2019

| Time | Amount | Milestones |
|----------------------------------|--------------------|---|
| 1 April - July 2019 | CHF 364,000 | <u>Main Milestones:</u> Public Beta on Kovan <ul style="list-style-type: none">- conduct Alpha user interviews- iterate over features based on user feedback and usage data- complete Alpha backlog tasks- release in App Store & Google Play Store <u>General Development:</u> <ul style="list-style-type: none">- Melon/Giveth Module R&D- Legal groundwork in preparation for main-net launch: fiat payment integration- Legal groundwork in preparation for main-net launch: KYC/AML framework- Alpha maintenance |

Stage 2: August- November 2019

The payment for Stage 2 will only be release subject to the Client's satisfaction that stage 1 milestones have been met.

For stage 2, Midas Technologies AG are mandated to achieve the following milestones over the set period unless otherwise agreed in writing by both parties.

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| | | <u>Main Milestones:</u> Development & open sourcing of mobile & desktop interface |
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| <p style="text-align: center;">2 August - November 2019</p> | <p style="text-align: right;">CHF 363,000</p> | <ul style="list-style-type: none"> - remodel Ash interface as generic version for mobile - develop generic Ash interface version for desktop - set up a design system - documentation - published on Github <p>Development & open sourcing of Giveth module</p> <ul style="list-style-type: none"> - module to invest in the Giveth DAC - documentation - published on Github <p>Ash Hackathon</p> <ul style="list-style-type: none"> - topics: interface integration & module development <p><u>General Development:</u></p> <ul style="list-style-type: none"> - Copy-trading module R&D - Multi-Manager Funds module R&D - Challenge module & XP token R&D - Development of fiat payment integration - Legal groundwork in preparation for main-net launch: social trading license Lichtenstein/United Kingdom - Beta maintenance |
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Stage 3: December

The payment for Stage 3 will only be release subject to the Client's satisfaction that stage 2 milestones have been met.

Once this has been agreed, stage 3 payment will be release and the following milestones will be expected from Service Provider unless otherwise agreed by both parties.

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| | | <p><u>Main Milestones:</u></p> <p>Development & open sourcing of Copy-trading module</p> <ul style="list-style-type: none"> - module to enable Melon funds to invest in other Melon funds - documentation - published on Github - security audit |
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| <p style="text-align: center;">3</p> <p style="text-align: center;">December 2019 - March 2020</p> | <p style="text-align: center;">CHF 363,000</p> | <p>Development & open sourcing of Multi-Manager funds module</p> <ul style="list-style-type: none"> - module to enable multiple managers per Melon fund - documentation - published on Github - security audit <p>“Beta Season” Tournament</p> <ul style="list-style-type: none"> - running on Kovan - fiat payments for challenge fees <p>Report on legal situation of Melon-based apps</p> <ul style="list-style-type: none"> - licenses, jurisdictions, categorization <p><u>General Development:</u></p> <ul style="list-style-type: none"> - XP token & challenge module testing - R&D for technical implementation of KYC/AML integration - Prediction market feasibility study: <ul style="list-style-type: none"> - integration tests - result documentation - Beta maintenance |
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2. Service Provider’s Duty

Delivery Date. The Services and Deliverables shall be delivered to Client by the date set forth in the time schedule.

Service Provider shall inform Client immediately if not able to comply with the Delivery Date and/or the time schedule agreed upon. In such case, the parties shall try to adapt their time schedule without delay. If an agreement is not possible, Client shall be entitled to set Service Provider an appropriate respite (minimal 15 calendar days). If this respite is also not complied with, Client is entitled to set further respites, assert an appropriate claim to reduction of the payments and/or to withdraw from the Agreement.

Change Management. Client may request that reasonable changes be made to the Specifications and tasks associated with the Services and Deliverables.

Additional Time or Expense. If Client requests such a change, Service Provider will use its best efforts to implement the requested change at no additional expense to Client and without delaying provision of the Services. In the event that the proposed change would lead to a delay in the project or would result in additional costs for Client, Service Provider shall inform Client no later than 5 days after the change request and provide a binding offer regarding both timing and

additional costs. Client may either withdraw the requested change or accept Service Provider's offer.

3. Remuneration, payment terms & conditions

Client shall make a payment to the equivalent of CHF **364,000** for the first stage of the project (as described in section 2). This will be paid in MLN (Melon) token and will be subject to various liquidation conditions (if liquidated).

- 80% of the MLN token should be liquidated on an OTC basis
- 20% of the MLN token should be liquidated on an agency basis, via Woorton

The successful completion of stage 1 and approval by Client to proceed to stage 2 will result in a second payment equivalent to CHF **363,000** in order to cover the second stage of the project (as described in section 2). This will be payable in MLN (Melon) token and will be subject to the same liquidation conditions as the first stage payment (above).

The successful completion of stage 2 and approval by Client to proceed to stage 3 will result in a third payment equivalent to CHF **363,000** in order to cover the third stage of the project (as described in section 2). This will be payable in MLN (Melon) token and will be subject to the same liquidation conditions as the first stage payment (above).

The remuneration includes any travelling such as mileage costs and hours spent travelling and other expenses.

4. Ownership of Rights to Deliverable

Ownership. Service Provider agrees to contribute to the open source nature of the Melon Protocol. They will have the right to keep some of the Deliverables as proprietary technology as pre-agreed. The extent of the contribution to open source will be assessed by the Melon Council at the end of each project stage.

5. Representations

No Infringement. Service Provider represents and warrants that the Deliverable and/or other work products created as part of the provision of the Services will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any person.

No Third Party Property. Service Provider represents and warrants that it will not use any trade secrets or confidential or proprietary information owned by any third party in providing the Services.

No Obligation. Service Provider represents and warrants that neither Service Provider nor any other company or individual performing Services pursuant to this Agreement is under any obligation to assign or give any work done under this Agreement to any third party.

No Employment. Service Provider represents and warrants that Service Provider is an independent contractor and not an employee of Client. Service Provider represents and warrants having all necessary permits to provide the Services to the Client. Service Provider furthermore represents and warrants that he is responsible for any of his and/or his employees and subcontractors insurances (including social security). Service Provider represents and warrants that he is responsible for payment of all taxes and social security contributions in connection with the Development Fee and any other payment made from Client to Service Provider. Service Provider represents and warrants that Service Provider will provide client with the documentation to prove compliance with this section upon Client's request. If Client should be held liable for any social security contributions or taxes in connection with the Development Fee and any other payment made from Client to Service Provider, Service Provider represents and warrants that it will hold Client harmless for any costs incurred.

6. Warranties

Services. Service Provider warrants that the Services will be carried out to the best of Service Provider's knowledge and in accordance to best industry practise and state of the art.

Deliverables. Service Provider warrants that the Deliverables and or work products, if such shall be delivered under this agreement, are conform with the Specifications.

7. Acknowledgement-Relationship of the Parties

Independent Contractor. Service Provider is an independent contractor and is not an employee or agent of Client.

No Partnership. Nothing in this Agreement creates a partnership or joint venture between the parties.

8. Protection of Trade Secrets

Confidential Information. The Service Provider agrees to hold the Client's Confidential Information strictly confidential until it has been agreed by the Client that this can be treated as public information. Unless required by law, the Service Provider shall not make Client's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. The Service Provider shall take any and all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

Thereby, Confidential Information shall mean all material and information related to Client that has or will come into Service Provider's possession or knowledge of Service Provider in connection with its performance hereunder. Confidential information does not include information that:

- is or becomes public knowledge through no fault of Service Provider;
- was in Service Providers lawful possession prior to the disclosure and had not been obtained by the Service Provider either directly or indirectly from Client;
- Service Provider obtains from sources other than Client who owe no duty of confidentiality to Client; or
- Service Provider independently develops;
- is required to be disclosed by any judicial or governmental requirement or order (provided that Service Provider timely advises Client of the governmental demand for disclosure).

Penalty. For each breach of the confidentiality obligation, Service Provider shall pay to Client a penalty in the amount of CHF 50'000. The payment of the penalty does not release the Service Provider from its confidentiality obligations and from additional damage claims of Client.

9. Term and Termination of Agreement

This Agreement enters into force at the date of signing by both parties for a period of one year.

At such time, this Agreement shall expire automatically unless an extension to this agreement is agreed by the parties in writing.

10. Warranties

The Services will be carried out to the best of Service Provider' knowledge. Service Provider shall be liable for eliminating defects resulting from incorrect Services. Client bears the burden of proof.

Service Provider shall be liable for any damages caused in connection to the Services.

11. Indemnification and Liability

Service Provider agrees to indemnify, defend, and protect Client from and against all lawsuits and costs of every kind pertaining to the Deliverable including reasonable legal fees due to Service Provider's or the Deliverables infringement of the intellectual rights of any third party.

Service Provider shall be liable for any damages incurred or suffered by Client in connection with the Deliverables or services performed in connection with this Agreement.

12. Term and Termination

Term. This Agreement shall commence upon mutual execution of the contract and continue until all of the obligations of the parties have been performed or until otherwise specified in writing.

Termination. This Agreement may be terminated for cause by either party upon written notice to the other, if:

- the other party breaches any material obligation; and
- the breaching party fails to cure such breach within 30 days of receipt of the notice.

Effect of Termination:

- **Client's rights.** In case of a termination for cause, Client shall have the right to request the handover of the Deliverables and other work products as developed at the time of termination against a pro rata remuneration of Service Provider. Further, Client shall have the right to request Service Provider to immediately stop any or particular works / Services under this Agreement.
- **Return or Destruction.** Within 10 days after the termination or expiration of this Agreement, Service Provider shall return, or at the option of Client, Service Provider shall destroy all copies of Confidential Information and shall deliver written certification by an officer of Client that Client has complied with these requirements.

13. Miscellaneous

No Modification Unless in Writing. No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all understandings and agreements whether written or oral.

Governing Law. This agreement shall be governed by and construed in accordance with the Swiss laws. The application of the United Nations Convention for Contracts for the International Sales of Goods is hereby expressly excluded.

Jurisdiction. The ordinary courts of the city of Zug, Switzerland, have exclusive jurisdiction for any disputes arising out of or in connection to this Agreement.

Severability. The validity of this Agreement shall not be affected by single invalid, ineffective or impracticable provisions. Such provisions of this Agreement shall be replaced by provisions approaching to their best the economic intentions of the parties at the moment of entering into the Agreement.

14.

Place and Date:

Matteo Di Ferrante, Chair of the Melon Council

Nick Munoz-McDonald, Vice-Chair of the
Melon Council

Konstantin Trott, Midas Technologies AG

Place and Date:

Place and Date

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