



SERVICES AGREEMENT

Dated: []

Contract Number: []

BETWEEN

1. **Intersect**, a mutual benefit nonprofit corporation incorporated in Wyoming, United States of America, whose registered office is at 1920 Thomes Ave Ste 610, Cheyenne, WY 82001 ("**Administrator**")

AND

2. [], a company registered in [], Company Number [], whose registered office is at [] ("**Service Provider**")

AND

3. [**Customer Name**] of [insert address] ("**Customer**"),

collectively referred to as the "Parties" and individually as "Party".

RECITALS

- A** The Service Provider is in the business of providing [] services.
- B** Intersect is in need of [] services to promote Intersect and the Cardano Blockchain.
- C** Intersect agrees to engage the Service Provider to provide the Services; and Service Provider agrees to provide the [] services to Intersect, pursuant to the terms and conditions of this Agreement.
- D** The details of the [] services agreed to be provided under this Agreement are set out in Appendix 1 ("Services").

IT IS THEREFORE AGREED BETWEEN THE PARTIES:

1 Services

- 1.1 Administrator hereby engages the Service Provider to provide Administrator with the services set out in Appendix 1 (the “Services”) on the terms and conditions in this Agreement. The Service Provider shall provide the Services in accordance with this Agreement during the term as defined in Appendix 1 (the “Term”).

2 Delivery of the Services

- 2.1 It is expected the Service Provider will work as required to carry out the Services expeditiously, on time, in line with best industry practice and all applicable laws, rules and regulations and in accordance with Appendix 1.
- 2.2 All Services shall be provided in accordance with Administrator’s policies for employees, consultants and contractors, as may be amended and updated by Administrator from time to time. The policies can be found on the Intersect Knowledge Base in ‘Policies and Conditions’ and using the following link: <https://docs.intersectmbo.org/legal/policies-and-conditions>

3 Fees [SUBJECT TO CHANGE IN ACCORDANCE WITH ADA, STABLECOIN OR FIAT PAYMENT]

- 3.1 As compensation for the Services provided by the Service Provider, Administrator shall pay the fees as set out in Appendix 1 (the “Fees”) . The Fees shall be payable in ADA, stablecoin or fiat. It is understood that the conversion used for fiat payments will be a [] () shall be used followed by a further conversion limited to any of the following: EUR, JPY, GBP or CHF.
- 3.2 Subject to clause 4.1 below, the Fees are an all encompassing amount and no additional expenses or payment for taxes etc will be made, unless otherwise agreed in writing between the Parties.

[SUBJECT TO CHANGE]

- 3.3 The use of smart contracts means that there will be no need for the Service Provider to create an invoice, as payment is automatic and contingent on the completion of milestones. Once a milestone is complete, the Service Provider will automatically get paid in line with the milestone payments set out in Appendix 1, unless such payment has been stopped owing to a non-satisfactory completion of the milestone in the opinion of Customer or Administrator, acting reasonably and in good faith. Once such milestones have been completed, normal automated payments shall resume. A continued failure to successfully complete milestones may result in the termination of this Agreement or corresponding Statement of Work. .
- 3.4 The use of smart contracts also means that any Services must begin at the start of the month as at present, the smart contracts are unable to pro-rate payments. In the instance a payment is made that should have been pro-rated but was not, the Service

Provider undertakes to reimburse any amounts in excess of what should have been paid, immediately upon notice.

- 3.5 The Service Provider shall pay and be solely liable for all conversion rates and currency conversion rates and associated costs, employment or payroll taxes, social insurance or provident fund schemes or contributions, unemployment compensation taxes, pension, workers' compensation (or national equivalent), pension, and other taxes and/or contributions required by any applicable law with respect to the Service Provider and Services provided.
- 3.6 For the avoidance of doubt, in the event that no Services are required, or if the Service Provider fails to provide the Services the automatic payment of Fees shall be halted and no Fees will be paid.

4 Expenses

- 4.1 Administrator shall reimburse the Service Provider for customary and reasonable expenses associated with delivering the Services ("**Reimbursements**") as approved by the executive team in writing in advance and in accordance with Administrator's expenses reimbursement policy as in effect from time to time and providing such can be evidenced with third party invoices. Such amount shall, if agreed, be captured in the overall Fees.
- 4.2 Administrator reserves the right to audit third party documentation in relation to expenses to which Service Provider undertakes to comply. In the instance the audit reveals that such documentation is insufficient, then it is understood that Administrator may adjust the Fees accordingly and the Service Provider undertakes to reimburse Administrator or Customer (as the case may be) on demand and via the payment method requested by Administrator or Customer.

5 Income tax and National Insurance contributions

- 5.1 The Service Provider will, as far as is required by law, be responsible for and will account to the appropriate authorities for all income tax liabilities and NICs or similar contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with Fees paid and/or benefits provided as a result of the performance of the Services and/or any payment or benefit received by the any employee, subcontractor or personnel of the Service Provider supplying f the Services.
- 5.2 If any claim, assessment or demand is made against Administrator for payment of any income tax or NICs or other similar contributions arising from or due in connection with either the performance of the Services or any Fees or payment or benefit received by the Service Provider in respect of the Services, the Service Provider will, where such recovery is not prohibited by law, indemnifies Administrator against any liability, claim, assessment or demand. The Service Provider further indemnifies Administrator against

all costs and expenses and any penalty, fine or interest incurred or payable or paid by Administrator in connection with or in consequence of any such liability, assessment or claim including legal fees.

6 Insurance

- 6.1 The Service Provider shall maintain sufficient insurance coverage throughout the term of this Agreement, as is required by applicable law to be obtained and maintained by and is reasonable and/or customary to be obtained and maintained by any party engaged in work of a nature similar to the Services. The Service Provider shall provide evidence of such insurance upon request of evidence of such by Administrator.

7 Intellectual Property Rights

- 7.1 For the purposes of this Agreement, "Intellectual Property Rights" means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, utility models, domain names and all similar rights and, in each case whether registered or not registered. "Supply Material" shall mean the materials including all Intellectual Property Rights, in whatever form, used by the Service Provider to provide the Services, and "Produced Materials" shall refer to the Intellectual Property Rights in the documents, products, systems, programs, or processes, in whatever form, produced by the Service Provider as part of the Services pursuant to this Agreement.
- 7.2 Upon receipt of payment for any related undisputed invoices, the Service Provider agrees to grant Administrator a non-exclusive, perpetual, irrevocable, royalty-free license to use, copy, and modify any elements of the Supply Material belonging to the Service Provider. Supply Materials that are purchased, licensed, or otherwise obtained by Administrator for the purposes of delivering the Services shall be owned by Administrator and shall not be used by the Service Provider for any other purposes not covered by this Agreement unless prior permission is granted in written form by Administrator.
- 7.3 In respect of the material created for Administrator as part of the Services, upon receipt of payment for any related undisputed invoices, the Service Provider hereby grants to Administrator and the Customer a non-terminable perpetual license to use the Intellectual Property Rights in the material produced under the Services, anywhere in the world, for any purpose. This license is granted with full title guarantee, and Administrator and the Customer shall have the right to use, modify, distribute, or otherwise exploit the Produced Material, whether finished or unfinished. The Service Provider acknowledges that ownership of the Intellectual Property Rights in the materials produced via the Services remains with the Service Provider, but the rights granted under this perpetual license shall not be revoked.

8 File Storage & Repositories

- 8.1 The Service Provider shall, use Google Apps or such other system as specified by Administrator to store, keep and maintain all files, documents, and materials related to and arising out of the Services. The Service Provider shall not use personal equipment to store non-encrypted information pertaining to Administrator except for (1) where such information is in the public domain or (2) where a copy of such information is automatically cached locally by software used by the Service Provider in reasonable provision of Services (e.g. temporary files cached by a Web Browser), or (3) if saving local copies is directly relevant and necessary to efficiently provide the required Services (e.g. working on local copies offline while travelling or necessarily offline). Administrator may prescribe that the Service Provider comply with its then current Information Security policy during the term of any engagement for Services. Should it transpire that Service Provider is in breach of this clause, then Administrator can in its sole discretion direct Consultant to delete all information it holds in breach of this clause, immediately, and provide a third party audit at its cost to verify such.

9 Representations, Warranties and undertakings

- 9.1 The Service Provider represents, warrants and undertakes that its performance of the Services does not and shall not violate: (1) any applicable law, rule, or regulation, including but not limited to any anti-bribery or anti-corruption laws of the United Kingdom or any other applicable jurisdiction; (2) any contracts of the Service Provider with third parties; or (3) any third-party rights in any patent, trademark, copyright, trade secret, or any other proprietary or intellectual property right.
- 9.2 The Service Provider represents, warrants and undertakes that it has the full power, authority and capacity to enter into and perform this Agreement properly, including, without limitation, all necessary work permits, visas, licences, business registrations and other authorisations, as applicable, and the Service Provider will maintain throughout the term of this Agreement all such authorisations;
- 9.3 The Service Provider represents, warrants and undertakes that all information provided to Administrator by the Service Provider regarding the Service Provider's background, including but not limited to, educational history, employment history, work experience, certifications, licences and criminal record, is true, correct and current as of the Start Date.
- 9.4 During the Services, the Service Provider represents and warrants that it will:
- 9.4.1 provide the Services to Administrator with all due care, skill and diligence and use its best endeavours to promote the interests of Administrator;

- 9.4.2 provide the Services to Administrator on such days and at such times and in such places as may be required by Administrator from time to time together with such additional time as may be necessary for the proper provision of the Services;
 - 9.4.3 keep any relevant personnel of Administrator informed of progress on projects in which the Service Provider is engaged by reference to any agreed milestones set out in Appendix 1.
- 9.5 The Service Provider acknowledges that Administrator will be relying upon its skill, expertise and experience and undertakes to Administrator that:
 - 9.5.1 it will provide the Services in the manner and to the standard specified by Administrator;
 - 9.5.2 all advice and information given, all representations and statements made, and all documents provided by the Service Provider will be accurate and appropriate for their purpose; and
 - 9.5.3 all intellectual property and information provided by the Service Provider will be accurate and appropriate for its purpose.
- 9.6 The Service Provider will immediately notify Administrator if, for any reason, it is unable to provide the Services as required by Administrator in accordance with this Agreement.
- 9.7 The Service Provider will use all reasonable endeavours to avoid any conflict of interest arising between the Service Provider and Administrator and the Service Provider undertakes to notify Administrator as soon as reasonably practicable should any actual or potential conflict of interest arise.

10 Force Majeure

Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, government actions, labor strikes, supply chain disruptions, pandemics, or failure of the treasury to release funds ("**Force Majeure Event**").

If a Force Majeure Event occurs, the affected Party shall promptly notify the other Party and make reasonable efforts to mitigate the impact. If the event continues for more than 30 days, either party may terminate the Agreement without liability.

11 Obligations of Administrator

- 11.1 During the Term, Administrator will afford the Service Provider such access to its premises and to information, records and other materials of Administrator as may be necessary to enable the Service Provider to provide the Services.

11.2 Administrator will:

11.2.1 advise the Service Provider of the rules and regulations from time to time in force for the conduct of personnel at its premises and the Service Provider will ensure that it complies with any such rules and regulations; and

11.2.2 confer with the Service Provider to schedule work to the best convenience of both parties, and Administrator will give as much advance notice as possible of any specific project which it wishes the Service Provider to undertake and of its likely duration.

12 Termination

12.1 Either Party may terminate this Agreement for convenience by serving sixty (60) days written notice to the other.

12.2 In the event that the Service Provider breaches any terms or provisions of this Agreement, or the Service Provider fails to follow the lawful instructions of the Board, Administrator may terminate this Agreement immediately upon serving written notice.

12.3 Upon termination, unless a milestone has been completed prior to termination, no further payments shall be made. .

12.4 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

12.5 The Customer or Administrator may terminate this Agreement with immediate effect without liability to pay any further Fees (other than those properly accrued), compensation or damages by written notice to the Service Provider if, at any time:

12.5.1 the Service Provider commits any serious or repeated breach or non-observance of any of the terms or conditions of this Agreement including failing to properly provide the Services; or

12.5.2 the Service Provider is guilty of any act of fraud or dishonesty or acts in any manner which, in the reasonable opinion of the Board, brings or is likely to bring Administrator into disrepute and/or is materially adverse to the interests of Administrator; or

12.5.3 the Service Provider makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding up order is made or an administrator or receiver is appointed in relation to the Service Provider.

13 Obligations on termination

- 13.1 The Service Provider will, immediately on the termination of this Agreement surrender to a person duly authorised by Administrator, all computer programs, reports, manuals, files, notes, accounts, documents, correspondence, books, materials, papers and information (on whatever media and wherever located) any keys and any other property of Administrator that have been made or received by the Service Provider during the course of providing the Services and which are in the Service Provider's possession or under the Service Provider's control.
- 13.2 Immediately on the termination of this Agreement for any reason the Service Provider will, having first returned the information to Administrator as required by Clause 13.2, irrevocably delete any remaining information relating to the business of Administrator and or Customer stored in any magnetic or optical drive or memory and all matter derived from such sources which is in its possession or under its control and is outside the premises of Administrator and or Customer.

14 Relationship of the Parties

- 14.1 The Parties acknowledge and agree that the Services performed by the Service Provider shall be as an independent Service Provider and that nothing in this Agreement shall be deemed to constitute an employment, partnership, joint venture, agency relationship or otherwise between the Parties.
- 14.2 The Service Provider may not make any binding representations or commitments on behalf of Administrator, and when interacting with any third Parties, other than is necessary for the proper performance of the Services.

15 Data Protection

- 15.1 Both Parties agreed that they shall, process, transfer and store any any Personal Data (any information relating to a living individual who can be identified, directly or indirectly) in the following manner:
- 15.1.1 comply with all obligations under applicable data protection legislation;
- 15.1.2 keep the Personal Data confidential;
- 15.1.3 implement and maintain appropriate technical and organisational measures, to protect against unauthorised and unlawful processing of Personal Data and against accidental loss and destruction of, or damage to, Personal Data;
- 15.1.4 process any Personal Data by :
- (a) in line with written instructions of the discloser ;
 - (b) for the purposes of providing the Services; and

- (c) for the purposes for which that Personal Data was obtained and processed;

15.1.5 maintain complete and accurate records and information to demonstrate compliance with applicable data protection legislation and immediately provide such evidence of compliance as may be requested from time to time ;

15.1.6 comply with any request from a data subject in relation to access to and/or rectification or erasure of Personal Data;

15.1.7 immediately notify the other and the relevant authority if necessary, of any data breach relating to Personal Data e; and

15.1.8 upon the written request of the other, delete or return all Personal Data and any copies on termination, unless required to store the Personal Data under applicable data protection legislation;

16 Anti-bribery and corruption

16.1 The Service Provider will:

16.1.1 comply with the Bribery Legislation (the Bribery Act 2010, associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all applicable UK legislation);

16.1.2 ensure that it has in place adequate procedures to ensure compliance with the Bribery Legislation and comply with any Administrator policies relating to prevention of bribery and corruption (as updated from time to time).

16.2 Without limitation to the above sub-clause, neither Party will make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such bribe or other improper payment to be made or received on its behalf, either in the United Kingdom or elsewhere, and each party will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received on its behalf.

16.3 Each Party will use all reasonable endeavours to ensure that:

16.3.1 all of that party's personnel;

16.3.2 all others associated with that Party; and

16.3.3 all of that Party's subcontractors

involved in performing the Services or with this Agreement comply with the obligations set out in this clause.

16.4 In this clause the expressions “**adequate procedures**” and “**associated**” will be construed in accordance with the Bribery Act 2010 and documents published under it.

17 Tax evasion facilitation prevention

17.1 For the purposes of this clause:

17.1.1 the expressions “**Associated With**”, “**Prevention Procedures**”, “**UK Tax Evasion Offence**” and “**Foreign Tax Evasion Offence**” will be construed in accordance with Part 3 of the Criminal Finances Act 2017 (**CFA 2017**) and guidance published under it;

17.1.2 “**Corporate Failure to Prevent Offence**” means an offence under section 45 and/or section 46 of CFA 2017 and any other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to preventing the facilitation of tax evasion;

17.1.3 “**Service Provider Associated Persons**” means all or any of the following:

(a) persons Associated With the Service Provider (“**Service Provider’s Associates**”); and

(b) persons Associated With any of the Service Provider’s Associates;

in each case, involved in performing services for the Service Provider or on the Service Provider’s behalf in connection with the Services and this Agreement.

17.2 The Service Provider will ensure that the Service Provider and the Service Provider Associated Persons will not by any act or omission commit, or cause, facilitate or contribute to the commission by any person including Administrator, of a:

17.2.1 Corporate Failure to Prevent Offence;

17.2.2 UK Tax Evasion Offence; or

17.2.3 Foreign Tax Evasion Offence

in connection with the performance of the Services and this Agreement.

17.3 The Service Provider will not and will ensure that all Service Provider Associated Persons will not, solicit or engage with or take steps to solicit or engage with any person Associated With Administrator to facilitate the commission of a UK Tax Evasion Offence or a Foreign Tax Evasion Offence in connection with the performance of the Services and this Agreement.

17.4 The Service Provider will, and will procure that Service Provider Associated Persons will, pay, in full and in a timely manner, all taxes due and payable relating to all monies, remuneration, profit and value received or payable by the Service Provider and/or any

Service Provider Associated Persons in connection with the performance of the Services and this Agreement.

17.5 Without prejudice to Clause 17.2, the Service Provider will ensure that:

17.5.1 the Service Provider and all relevant Service Provider Associated Persons have in place such **Prevention Procedures** as it is reasonable in all the circumstances to expect the Service Provider and such persons to have in place to prevent any breach of this clause and the Service Provider will provide Administrator on request with copies of these policies (and prompt notice of any material changes to the same from time to time); and

17.5.2 the Service Provider and all relevant Service Provider Associated Persons will comply with Administrator's Prevention Procedures as notified to the Service Provider from time to time.

17.6 The Service Provider undertakes, warrants and represents that Service Provider has not, and no Service Provider Associated Person has:

17.6.1 been investigated in connection with, or charged with having committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence;

17.6.2 received any court orders, warrants or oral or written notices from a government prosecuting authority concerning any actual or alleged violation by it of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence; or

17.6.3 received any report (including a report from auditors, any Service Provider Associated Person or any other person) or discovered any evidence suggesting that the Service Provider or any Service Provider Associated Person has committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence.

17.7 The Service Provider must immediately notify Administrator as soon as the Service Provider becomes aware of any allegation, investigation, evidence or report relating to a breach or possible breach of any of the requirements in this clause.

18 **Confidentiality**

18.1 Each Party agrees to keep confidential any information disclosed by the other Party in connection with this Agreement as would be usual in the course of business ("**Confidential Information**"), except as expressly permitted herein. In the event a Party is unsure about a disclosure, it has a duty to receive written consent from the other prior to making such disclosure.

- 18.2** Notwithstanding the above, the Parties acknowledge that this is an open community, and information about the Services may be shared with the Community. However, the Parties agree not to disclose any information that:
- a) Is protected by applicable data protection laws;
 - b) Constitutes price-sensitive information, the disclosure of which would result in a breach of competition laws or other regulatory requirements; or
 - c) Is otherwise restricted by law.
- 18.3** Each Party remains responsible for ensuring that any disclosures made under this clause comply with all applicable laws and regulations.

19 Statements

- 19.1** Upon termination, the Service Provider and its representatives will not present themselves as being associated with Administrator or the Customer in any capacity, other than as a holder of ADA (if applicable).

20 Notices

- 20.1** Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered by electronic mail to the address customarily used by each Party at the time of transmission provided that a read receipt is confirmed. This does not apply to court proceedings which must be recorded delivery couriered to the Administrator address at the top of this Agreement. Any recorded delivery mail shall be deemed received on the same day as it was signed.

20.2 Indemnification & Liability

- 20.3** Service Provider and Customer agree to indemnify and hold the other harmless from any losses, claims, or damages arising from their own gross negligence, misconduct, or breach of law, including actions of their employees or subcontractors.
- 20.4** No Party limits liability for bodily injury, fraud, indemnity obligations, or liability that cannot be excluded by law.
- 20.5** No Party will be liable for indirect, incidental, or consequential damages, or loss of profits other than in the case of breach of an indemnity.
- 20.6** Service Provider's total liability is capped at one million United States Dollars (USD1,000,000).
- 20.7** Customer liability is limited to the Fees paid under this Agreement.
- 20.8** Other than as permitted by law, Supplier shall have no right of action against Administrator or any of the Customer's affiliates under or in connection with this Agreement.

- 20.9 The Service Provider shall maintain adequate insurance coverage for its liabilities and provide proof upon request.

21 Entire agreement

- 21.1 The Parties agree that this Agreement including the Recitals and Appendices constitutes the entire agreement between them relating to the Services and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 21.2 Each Party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

22 Variation

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each Party's authorised representative.

23 Severance

If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

24 Legal expenses

Each Party to this Agreement will be responsible for their own legal and other costs and expenses in connection with the negotiation, preparation, execution and implementation of this Agreement.

25 Third party rights

- 25.1 The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement and no person other than Administrator and the Service Provider will have any rights under it.

26 Governing law

This Agreement and any dispute or claim arising out of, or in connection with, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

27 Jurisdiction

The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

Agreed between the Parties on the date first written above.

.....

Signed by..... for and on behalf of

Date:

.....

Signed by for and on behalf of **Intersect**

Date:

.....

Signed by for and on behalf of

Date:

Appendix 1 - Services

Services to be provided:

Total Fees payable for Services:

Do the Fees capture any Expenses? If yes, what amount:

Project Timetable and Dependencies

The Service Provider shall provide the Services in accordance with the following timetable. In the event that any dependencies do not materialise in accordance with the table below, the Parties shall agree in good faith an appropriate work around within 15 business days of any delay. In the instance an appropriate work-around cannot be found, or the Services are unduly delayed then Administrator and/or Customer may terminate the Agreement and only payment for any completed milestones shall be made.

Milestone (and reference name)	Timeframe for achievement of Milestone	Dependencies	Fees Payable
Milestone 1 -	[date]	•	
Milestone 2 -	[date]	•	
Milestone 3 -	[date]	•	