INTERSECT™

<u>**Appendix A**</u>
<u>**[Template] Statement of Work ("SOW")**</u>

This SOW is entered into pursuant to the Software Master Services Agreement between ==Cardano Development Holdings **("Customer")**==, Intersect **("Administrator")** and ==[Supplier]== **("Supplier")** ("Agreement") dated ==[date]== and is subject to its terms.

All defined terms, unless defined in this SOW, have the same meaning as the Agreement.

1. **Project Number:**

2. **Project Name:** (the "Project")

3. **Project Start Date:**

4. **Project End Date:**

5. **High Level Description of Services:**

6. **Detailed Description of Services:**

   6.1.

Milestone (and reference name)	Description of Services to be carried out by the Supplier including any Customer technical or functional requirements:	Milestone Completion Date	Acceptance Criteria	Deliverables
Milestone 1 -				•
Milestone 2 -				•
Milestone 3				•

6.2. The Supplier shall provide a list of Github usernames for all Supplier employees contributing to a Cardano repository as part of a Project, in Appendix C [delete if not applicable].

7. **Software Delivery Mechanism**

7.1. The Supplier will deliver the software via [………………..] as each Milestone Date is completed to allow for quick turnaround of Deliverable acceptance.

8. **Minimum License Terms (if applicable) for Third Party Materials**

8.1. [Insert minimum license terms (i.e. usage rights) required for third party materials where an assignment cannot be obtained]

9. **Licensed Software**

9.1. [where applicable, insert list of all licensed software]

10. **Term**

10.1.   This Statement of Work shall be valid from the Start Date until the End Date at which time it shall automatically terminate unless extended by the signed written agreement of the Parties.

11. **Fees**

Subject to clause 7.1, the total fees due under this SOW are: _____ADA

12. **Payment Terms**

Supplier shall receive a kick-starter payment of ₳ _____ ("Kickstarter Payment"). The Kickstarter Payment is not subject to a Milestone Acceptance Form or completion of any Milestones, as it is a payment intended to assist with kick-starting the Services.

Supplier understands that the Kickstarter Payment will be reimbursable to the Administrator, upon written demand from the Administrator, if Milestone 1 is not subsequently delivered or if the Agreement is terminated without any Milestones having been satisfactorily delivered, as per the reasonable opinion of the Administrator.

In the instance the Administrator sends the Supplier a written demand for reimbursement of the Kickstarter payment, the Supplier agrees that it will repay the Kickstarter Payment in full

no later than seven days after such demand is made, via the payment method instructed by Administrator.

Description of Milestones	Trigger for issue of invoice	Milestone Completion Date	Payment Due Date	Milestone Payment Amount:
Milestone 1 -	Acceptance & Approval of Milestone 1			_____ada
Milestone 2 -	Acceptance & Approval of Milestone 2			_____ada
Milestone 3 -	Acceptance & Approval of Milestone 3			_____ada
	Total Fee:			_____ada

Milestone payments, unless withheld in line with <mark>clause 4 (GRANT) / 7 (MSA),</mark> will be made available for withdrawal as per the Milestone payment schedule set out in Appendix A (payments available on either the 15th or 30th of the month).

13. **Additional Terms**

This SOW, like the Agreement, is exclusively governed by the laws of England and Wales and any disputes arising out of it, in connection with it (whether contractual or other) may exclusively only be submitted for resolution under the England and Wales courts.

....

Signed by **[   ]** for and on behalf of Intersect, the administrator and authorised signatory of **Cardano Development Holdings**

Date:

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....

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

Date:

....

Signed by [   ] for and on behalf of **[   ]**

Date:

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APPENDIX B

INVOICING GUIDELINES - Milestone-Based Contract

General Submission Requirements

- All invoices and credit notes must be sent directly to billing@intersectmbo.org.

- Invoices and Milestone Acceptance Forms must be submitted within 5 working days post milestone completion.
- Invoices will only be processed if the Milestone Acceptance Form has been signed by all relevant parties including third party assurance.
- Invoices must be submitted in the currency stated in the agreement.
- A specific naming convention must be applied to email subject and attached invoice file name:
  - <u>Email Subject Format:</u> Document type - Supplier Name - Contract Code - Document date (YYYYMMDD)
    - *Example: Invoice - ABC Ltd -* CN-0000-25 *- 20250331*
  - <u>Document File Name:</u> Clearly indicate document type in the file name.
    - *Example: Invoice123.pdf or Creditnote123.docx*

- Subject to the Administrator's reasonable satisfaction that the Milestone has been completed, the Supplier may withdraw the corresponding payment under the vendor contract, in accordance with the Milestone payment schedule set out in Appendix A (payments scheduled on either the 15th or 30th of the month).

  If the Administrator, acting reasonably and in good faith, determines that the Milestone has not been satisfactorily completed, payment may be withheld. Once the Milestone is deemed complete and the relevant invoice and MAF have been provided, the associated payment will be unlocked and available for withdrawal.

Invoice Content Requirements

Each invoice must contain the following information:

1. **Supplier Details:**
   a. Company Name or Full Name
   b. Full Address (street name and number, city, postal code, country)

2. **Customer Name & Billing Address:** Please check your service agreement to confirm the location:

   Intersect
   1920 Thomes Ave Ste 610

Cheyenne
WY 82001

3. **Invoice Core Details**
    a. Invoice Number (e.g., "*Invoice123*")
    b. Invoice Date (e.g., "2025-03-31")
    c. Contract Code (e.g., CN-0000-25)

Vendors must invoice based on pre-defined milestones stated in the Statement of Work (SoW):

    d. Milestone Name (as per SoW)
    e. Milestone Number (as per SoW)
    f. Agreed Fixed Price for the Milestone

4. **Bank Details for Payment:**

For non-US bank accounts paid in FIAT currency:

    a. Beneficiary's Name or Account Name (as per bank statement)
    b. Beneficiary's Address
    c. Full Bank Name & Address
    d. IBAN
    e. BIC/SWIFT Code

For US bank accounts paid in FIAT currency:

    a. Beneficiary's Name or Account Name (as per bank statement)
    b. Beneficiary's Address
    c. Full Bank Name & Address
    d. Bank Account Number
    e. ABA/Routing Number

For payments in ADA currency, please provide the wallet address.

If bank details change, notify billing@intersectmbo.org with official bank documentation before submitting an invoice.

Failure to follow these guidelines may result in delayed payments.

If you have any questions or need assistance, contact billing@intersectmbo.org.

APPENDIX C

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Github Details

All Suppliers must provide their Github details below. We require this information in order to ensure that you are appropriately recognized for your contributions. Please provide the following details for each developer that will work under this contract.

➢ **Github Username:**

➢ **Github User ID:**

➢ **Contributor(s) full name:**

➢ **Relevant email addresses:**