



Dated: 08th January 2026

CONSULTANCY AGREEMENT

Project Number: OSC-0013-26

BETWEEN

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

AND

2. **Cardano Development Holdings** an exempted limited guarantee foundation company incorporated in the Cayman Islands with its registered office at 4th Floor, Harbour Place 103 South Church Street PO Box 10240 Grand Cayman KY1-1002 Cayman Islands (“Customer”)

AND

3. [REDACTED]

collectively referred to as the “Parties”.

RECITALS

- A** The Consultancy is in the business of providing security services. Intersect wishes to utilise such services for the purposes of fulfilling the Security Incident Officer role, the details of which are more specifically set out in Appendix 1.
- B** Intersect wishes to engage the Consultancy to provide the services described herein to Intersect on the terms and conditions of this Agreement and the Consultancy is willing to provide the services to Intersect accordingly.

THE PARTIES AGREE:

1 Services

1.1 Intersect hereby engages the Consultancy to provide Intersect with the services set forth in Appendix 1 (the "Services") on the terms and conditions set out herein. The Consultancy 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 Consultancy will work as required to carry out the Services expeditiously and in accordance with Appendix 1.

2.2 All Services shall be provided in accordance with Intersect's policies for employees, consultants and contractors, as may be amended and updated by Intersect from time to time.

3 Fees

3.1 As compensation for the Services provided by the Consultancy, Intersect shall pay the fees as set out in Appendix 1 (the "Fees"). The Fees are an all encompassing amount and no additional expenses or taxes etc will be made, unless otherwise agreed in writing between the Parties.

3.2 The Consultancy will invoice Intersect on a monthly basis, detailing all hours worked and any pre-approved expenses incurred which must be evidenced with third party invoices. Where relevant, the Fees will be prorated if the Start Date is not the 1st of the month or if the termination date is not the last day of the month.

3.3 The Consultancy shall pay and be solely liable for all 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 Consultancy. The Consultancy accepts full responsibility for withholding and reporting, with respect to wages or other compensation, all income taxes, and employment contributions triggered by the fees herein under any applicable law. Intersect will not make such withholdings on behalf of or for the Consultancy. The Consultancy shall indemnify and hold Intersect harmless from and against any and all liabilities (including attorneys' fees) attributable to the Consultancy's failure to make any such payments under this paragraph on its own behalf. The Consultancy will keep time sheets showing the hours worked by the individual, such individual as set out in Appendix 1 (the "Individual") in respect of the provision of the Services and will if so requested produce them to Intersect for accounting purposes.

- 3.4 Where Intersect disputes in good faith on reasonable grounds any sum invoiced by the Consultancy, Intersect may withhold payment in respect of the amount under dispute, pending resolution of the dispute.
- 3.5 Intersect will be entitled to deduct from the Fees (and any other sums) due to the Consultancy any sums that the Consultancy and/or the Individual may owe to Intersect at any time, including any sum under dispute, subject to such deductions being notified to the Consultancy in writing not less than seven days before they are made.
- 3.6 For the avoidance of doubt, in the event that no Services are required, or if the Consultancy fails to provide the Services via the provision of the Individual (whether by reason of illness, accident or other incapacity, or for any other reason), no Fees will be payable.

4 Expenses

- 4.1 Intersect shall reimburse the Consultancy 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 Intersect's expenses reimbursement policy as in effect from time to time and providing such can be evidenced with third party invoices.
- 4.2 Intersect reserves the right to reject claims for lack of adequate documentation, or unclaimed expenses of more than three (3) months.

5 Income tax and National Insurance contributions

- 5.1 The Consultancy 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 Individual in respect of the Services.
- 5.2 If any claim, assessment or demand is made against Intersect 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 payment or benefit received by the Consultancy and/or the Individual in respect of the Services, the Consultancy will, where such recovery is not prohibited by law, indemnifies Intersect against any liability, claim, assessment or demand. The Consultancy further indemnifies Intersect against all costs and expenses and any penalty, fine or interest incurred or payable or paid by Intersect in connection with or in consequence of any such liability, assessment or claim including legal fees.

6 No employment or benefits

- 6.1 While acting as a consultant for Intersect, the status of the Consultancy will be that of an independent contractor and as such the Consultancy and/or the Individual and/or anyone

else who works for the Consultancy will not be entitled to any pension, bonus, holiday, sickness or other fringe benefits from Intersect. Nothing in the terms of this Agreement will render the Consultancy or the Individual an agent, officer, employee, worker or partner of Intersect and the Consultancy will not hold itself out as such, and will procure that the Individual will not hold themselves out as such.

- 6.2 The Consultancy will be fully responsible for, and indemnifies Intersect against any liability for any employment claim, employment related claim, and/ or any claim based on worker status (including reasonable costs and expenses) brought by the Individual, anyone engaged by Consultancy and/or any Substitute (defined below) against Intersect arising out of or in connection with the provision of the Services.

7 Insurance

- 7.1 The Consultancy 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 Consultancy shall provide evidence of such insurance upon request of evidence of such by Intersect.

8 Intellectual Property Rights

- 8.1 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 Consultancy 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 Consultancy as part of the Services pursuant to this Agreement.
- 8.2 The Consultancy agrees to grant Intersect a non-exclusive, perpetual, irrevocable, royalty-free license to use, copy, and modify any elements of the Supply Material belonging to the Consultancy. Supply Materials that are purchased, licensed, or otherwise obtained by Intersect for the purposes of delivering the Services shall be owned by Intersect and shall not be used by the Consultancy for any other purposes not covered by this Agreement unless prior permission is granted in written form by Intersect.
- 8.3 In respect of the Produced Material created for Intersect as part of the Services, the Consultancy hereby transfers to Intersect by way of present and future assignment with full title guarantee all Intellectual Property Rights in the Produced Material anywhere in the world for any purpose and agrees that Intersect shall be the owner of any or all of the Intellectual Property Rights and any other data or material used or subsisting in the Produced Material whether finished or unfinished.

9 File Storage & Repositories

9.1 The Consultancy shall, use Google Apps or such other system as specified by Intersect to store, keep and maintain all files, documents, and materials related to and arising out of the Services. The Consultancy shall not use personal equipment to store non-encrypted information pertaining to Intersect 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 Consultancy 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). Intersect may prescribe that the Consultancy comply with its then current Information Security policy during the term of any engagement for Services. Should it transpire that Consultancy is in breach of this clause, then Intersect 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.

10 Representations and Warranties

- 10.1 The Consultancy's 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 Consultancy with third parties; or (3) any third-party rights in any patent, trademark, copyright, trade secret, or any other proprietary or intellectual property right.
- 10.2 The Consultancy 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 authorizations, as applicable, and the Consultancy will maintain throughout the term of this Agreement all such authorisations;
- 10.3 All information provided to Intersect by the Consultancy regarding the Consultancy'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.
- 10.4 The Consultancy has read and fully understands the terms and conditions of this Agreement, has had the opportunity to review it with counsel, and has voluntarily entered into it.
- 10.5 During the Services, the Consultancy will, and (where appropriate) will procure that the Individual will:
 - 10.5.1 provide the Services to Intersect with all due care, skill and diligence and use its or the Individual's best endeavours to promote the interests of Intersect;
 - 10.5.2 provide the Services to Intersect on such days and at such times and in such places as may be required by Intersect from time to time together with such additional time as may be necessary for the proper provision of the Services;
 - 10.5.3 keep any relevant personnel of Intersect informed of progress on projects in

which the Consultancy and/or the Individual is engaged by reference to any agreed milestones set out in the appendix.

10.6 The Consultancy acknowledges that Intersect will be relying upon its and the Individual's skill, expertise and experience and undertakes to Intersect that:

- 10.6.1 it will, and will procure that the Individual will, provide the Services in the manner and to the standard specified by Intersect;
- 10.6.2 all advice and information given, all representations and statements made, and all documents provided by the Consultancy and the Individual will be accurate and appropriate for their purpose; and
- 10.6.3 all intellectual property and information provided by the Consultancy and the Individual will be accurate and appropriate for its purpose.

10.7 The Consultancy will immediately notify Intersect if, for any reason, either it or the Individual is unable to provide the Services as required by Intersect in accordance with this Agreement.

10.8 While the Consultancy's (and the Individual's) method of work is its own, the Consultancy will, and will procure that the Individual will, comply with the reasonable requests of the Chief Executive Board of Intersect (the "Board") and will work and co-operate with any servant or agent or other consultant of Intersect as may be necessary for the provision of the Services.

10.9 The Consultancy will, and will procure that the Individual will, use all reasonable endeavours to avoid any conflict of interest arising between the Consultancy and/or the Individual and Intersect and the Consultancy undertakes to notify Intersect as soon as reasonably practicable should any actual or potential conflict of interest arise.

11 Right to provide a substitute

The Consultancy may at any time appoint a substitute with equivalent skill and expertise to perform the Services instead of the Individual (the **Substitute**) ensuring that all timelines are maintained. Time is of the essence.

12 Obligations of Intersect

12.1 During the Term, Intersect will afford the Consultancy and the Individual such access to its premises and to information, records and other materials of Intersect as may be necessary to enable the Consultancy and the Individual to provide the Services.

12.2 Intersect will:

- 12.2.1 advise the Consultancy and the Individual of the rules and regulations from time to time in force for the conduct of personnel at its premises and the Consultancy will ensure that the Individual complies with any such rules and regulations; and
- 12.2.2 confer with the Consultancy and the Individual to schedule work to the best

convenience of both parties, and Intersect will give as much advance notice as possible of any specific project which it wishes the Consultancy and/or the Individual to undertake and of its likely duration.

13 Termination

- 13.1 In the event that the Consultancy or Individual breaches any terms or provisions of this Agreement, or the Consultancy fails to follow the lawful instructions of the Board, Intersect may terminate this Agreement immediately upon notice.
- 13.2 Upon termination, any outstanding Fees shall be pro-rated to reflect the partial performance of the Services for the period prior to the date of termination.
- 13.3 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.
- 13.4 The Company 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 Consultancy if, at any time:
 - 13.4.1 the Consultancy or the Individual 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
 - 13.4.2 the Consultancy and/or the Individual is guilty of any act of fraud or dishonesty or acts in any manner which, in the reasonable opinion of the Chief Executive, brings or is likely to bring the Individual, the Consultancy and/or Intersect disrepute and/or is materially adverse to the interests of Intersect; or
 - 13.4.3 the Individual is prevented by illness, injury or otherwise from providing the Services for an aggregate period of 5 Business Days in any period of 6 months;
 - 13.4.4 the Individual is charged with or convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
 - 13.4.5 the Consultancy 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 Consultancy.

14 Obligations on termination

- 14.1 The Consultancy will, and will procure that the Individual will, immediately on the termination of this Agreement surrender to a person duly authorised by Intersect, 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 Intersect that have been made or received by the Consultancy and/or the Individual during the course of providing the Services and which are in the Consultancy's and/or the Individual's possession or under the Consultancy's and/or the Individual's control.

14.2 Immediately on the termination of this Agreement for any reason the Consultancy will, and will procure that the Individual will, having first returned the information to Intersect as required by Clause 14.1, irrevocably delete any remaining information relating to the business of Intersect 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 Intersect.

15 Relationship of the Parties

15.1 The Parties acknowledge and agree that the Services performed by the Consultancy shall be as an independent Consultancy and that nothing in this Agreement shall be deemed to constitute an employment, partnership, joint venture, agency relationship or otherwise between the parties. During the term of this Agreement, the Consultancy shall not be considered an employee of Intersect under any circumstances whatsoever.

15.2 The Consultancy may not make any binding representations or commitments on behalf of Intersect, and when interacting with any third parties. The Consultancy shall make it clear to such third parties that it does not have any authority to bind, make commitments, enter into transactions or incur any expenditure on behalf of the Intersect, unless the Consultancy has obtained the prior written consent of Intersect.

16 Data Protection

16.1 In order for Intersect to enter into and perform its obligations under this Agreement, the Consultancy will provide Intersect with certain personal data relating to the Individual that Intersect will process in accordance with Intersect's data protection privacy notice that will be issued to the Individual.

16.2 The Consultancy will comply, and will procure that the Individual complies, with Intersect's data protection policy and other relevant policies.

16.3 Without prejudice to the generality of this clause, the Consultancy will, and will procure that the Individual will, in relation to any Personal Data (any information relating to a living individual who can be identified, directly or indirectly) processed in connection with the Engagement:

16.3.1 co-operate fully with Intersect in order to enable Intersect to comply with its obligations under applicable data protection legislation;

16.3.2 keep the Personal Data confidential;

16.3.3 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;
- 16.3.4 process any Personal Data disclosed to the Consultancy and/or the Individual by or on behalf of Intersect only:
- (a) on the written instructions of Intersect;
 - (b) for the purposes of providing the Services; and
 - (c) for the purposes for which that Personal Data was obtained and is processed by Intersect;
- 16.3.5 maintain complete and accurate records and information to demonstrate compliance with applicable data protection legislation and immediately provide such evidence of compliance by the Consultancy and/or the Individual with the obligations under this Clause as Intersect may from time to time reasonably request;
- 16.3.6 immediately upon notification by Intersect, take all appropriate action to enable Intersect to properly comply with any request from a data subject in relation to access to and/or rectification or erasure of Personal Data;
- 16.3.7 immediately notify Intersect of any data breach relating to Personal Data or any communication which relates to Intersect's or the Consultancy's compliance with applicable data protection legislation about which the Consultancy and/or the Individual becomes aware; and
- 16.3.8 at Intersect's written request, delete or return all Personal Data and any copies on termination of the Engagement, unless required to store the Personal Data under applicable data protection legislation;

17 Anti-bribery and corruption

17.1 The Consultancy will, and will procure that the Individual will:

- 17.1.1 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);
- 17.1.2 ensure that it has in place adequate procedures to ensure compliance with the Bribery Legislation and comply with any Intersect policies relating to prevention of bribery and corruption (as updated from time to time).

17.2 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.

17.3 Each party will use all reasonable endeavours to ensure that:

- 17.3.1 all of that party's personnel;
- 17.3.2 all others associated with that party; and
- 17.3.3 all of that party's subcontractors

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

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

18 Tax evasion facilitation prevention

18.1 For the purposes of this clause:

18.1.1 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;

18.1.2 **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;

18.1.3 **Consultancy Associated Persons** means all or any of the following:

- (a) persons Associated With the Consultancy (**Consultancy's Associates**); and
 - (b) persons Associated With any of the Consultancy's Associates;
- in each case, involved in performing services for the Consultancy or on the Consultancy's behalf in connection with the Services and this Agreement.

18.2 The Consultancy will ensure that the Consultancy and the Consultancy Associated Persons will not by any act or omission commit, or cause, facilitate or contribute to the commission by any person including Intersect, of a:

18.2.1 Corporate Failure to Prevent Offence;

18.2.2 UK Tax Evasion Offence; or

18.2.3 Foreign Tax Evasion Offence

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

18.3 The Consultancy will not and will ensure that all Consultancy Associated Persons will not, solicit or engage with or take steps to solicit or engage with any person Associated With

Intersect 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.

18.4 The Consultancy will, and will procure that Consultancy 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 Consultancy and/or any Consultancy Associated Persons in connection with the performance of the Services and this Agreement.

18.5 Without prejudice to Clause 18.2, the Consultancy will ensure that:

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

18.5.2 the Consultancy and all relevant Consultancy Associated Persons will comply with Intersect's Prevention Procedures as notified to the Consultancy from time to time.

18.6 The Consultancy warrants and represents that Consultancy has not, and no Consultancy Associated Person has:

18.6.1 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;

18.6.2 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

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

18.7 The Consultancy must immediately notify Intersect as soon as the Consultancy becomes aware of any allegation, investigation, evidence or report relating to a breach or possible breach of any of the requirements in this clause.

19 Confidentiality

19.1 "Confidential Information" includes, without limitation, information in tangible or intangible form relating to and/or including trade secrets, systems, procedures, confidential reports, customer and vendor lists, cost information, pricing information, sales and/or trading strategies, personal information of employees and vendors of Intersect and its affiliates,

computer software and tapes, programs, source codes, financial information relating to the nature and manner of products and services sold, used or serviced, and arrangements with customers and suppliers of Intersect.

- 19.2 The Consultancy will use any confidential, proprietary, and/or non-public information ("Confidential Information") of Intersect or its affiliates solely for the purpose of and to the extent necessary for performing under the Agreement and will only disclose such Confidential Information to its and its affiliates' employees, subcontractors and agents (for each of whose acts or omissions with respect to such Confidential Information Consultancy will be liable), in each case with a need to know the same for such purposes, and will use at least the same degree of care in protecting the confidentiality of such Confidential Information as it uses in protecting its own information of a similar type, but in no event less than a reasonable standard of care.
- 19.3 The restrictions set forth in this clause 19 shall not apply to the extent that any Confidential Information (a) has been rightfully received by Consultancy from a third party or public source without confidentiality limitations; (b) was known to Consultancy, without confidentiality limitations, prior to its first receipt by the receiving party from the disclosing party; (c) is or becomes known publicly through no fault of the receiving party; or (d) is independently developed by Consultancy without use of the Confidential Information.
- 19.4 In the event that Consultancy becomes legally compelled to disclose any of the Confidential Information, Consultancy shall provide Intersect with prompt notice (so far as legally possible), so that the disclosing party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Consultancy shall furnish only that portion of the Confidential Information which is legally required and Consultancy shall exercise its reasonable best efforts to obtain confidential treatment for the Confidential Information.
- 19.5 Breach of this clause may cause irreparable harm. Intersect may seek injunctive relief in any action to enforce this paragraph and the other party hereby waives the claim or defense that the suing party has an adequate remedy at law.
- 19.6 The provisions of this clause shall continue during the Term and for a period of two (2) years thereafter, however any obligation of confidentiality with respect to any information that qualifies as a trade secret under the requirements of any applicable law will survive as long as that information is classified as such.

20 Statements

- 20.1 The Consultancy will not, and will procure that the Individual will not, without the prior written consent of Intersect, such consent not to be unreasonably withheld, at any time whether during the Term or at any time after it ends make any public statement in relation to Intersect businesses, affairs, customers or clients or officers and employees and will not after the termination date represent itself and/or the Individual, and will procure that the Individual will not represent the Individual, as continuing to be engaged by or connected with Intersect.

21 Notices

21.1 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 there is no transmission failure notice.

21.2 All notices shall also be delivered in writing to the addresses set forth by the Parties at the beginning of this Agreement with deemed receipt being on the fifth working day after sending.

22 Entire agreement

22.1 The parties agree that this Agreement including the Recitals and any documents entered into pursuant to it 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.

22.2 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.

22.3 Nothing in this Agreement purports to limit or exclude any liability for fraud.

23 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.

24 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.

25 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.

26 Third party rights

26.1 The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement and no person other than Intersect and the Consultancy will have any rights under it.

26.2 For the purposes of this Clause a '**Third Party**' means any person who is not a party to this Agreement.

27 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.

28 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.

(Signature Page)

For and on behalf of:

Intersect

Name:

Title:

Signature:

And

Cardano Development Holdings

Name:

Title:

Signature:

And



Name:

Title:

Signature:

APPENDIX 1

Assignment Notice

The Individual (who shall be undertaking the services) (or any replacement or substitute supplied under these terms and conditions)	[REDACTED]
Services	Security Incident Officer Services Full role details here
Location	Remotely
The Term and Notice Period	<p>Start date: 12th January 2026</p> <p>The Services shall continue until the 12th January 2027 at which time they shall automatically terminate.</p> <p>Either party may terminate this Assignment Notice at any time by giving the other party at least two weeks prior written notice.</p>
Working Days	Part time at a maximum of 20 hours per week
Milestones (where applicable)	
Fees & Currency	<p>The annual fee for this agreement will be \$80,000.</p> <p>The fee will be calculated at \$76.92 per hour actually worked (“Hourly Fee”) with a maximum weekly fee of \$1,538.40, excluding VAT and any agreed disbursements.</p>

Additional Terms (where required)	
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Print name: _____ Print name: _____

For and on behalf of For and on behalf of **INTERSECT** [REDACTED]

Signature: _____ Signature: _____ Date: Date:

Print name: _____

For and on behalf of

CARDANO DEVELOPMENT HOLDINGS

Signature: _____

Date:

APPENDIX 2

INVOICING GUIDELINES - Fixed Price Contract

General Submission Requirements

- All invoices and credit notes must be sent directly to billing@intersectmbo.org. ● Invoices must be sent within the first few days of the month (e.g. the November invoice should be sent in early December).
- 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:
 - Email Subject Format: Document type - Supplier Name - Project Number - Document date (YYYYMMDD)
 - Example: *Invoice - ABC Ltd - CN-0000-25 - 20250331*
 - Document File Name: Clearly indicate document type in the file name.
 - Example: *Invoice123.pdf or Creditnote123.docx*

- Invoices are subject to a 30-day payment term.

Invoice Content Requirements

Each invoice must contain the following information:

1. Supplier Details:

- Company Name or Full Name
- 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

- Invoice Number (e.g., “*Invoice123*”)
- Invoice Date (e.g., “2025-03-31”)
- Project Number (e.g., CN-0000-25)

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

- Period Billed
- Agreed Fixed Price (as per SoW)

4. Bank Details for Payment:

For non-US bank accounts paid in FIAT currency:

- Beneficiary’s Name or Account Name (as per bank statement)
- Beneficiary’s Address
- Full Bank Name & Address
- IBAN
- BIC/SWIFT Code

For US bank accounts paid in FIAT currency:

- Beneficiary’s Name or Account Name (as per bank statement)
- Beneficiary’s Address
- Full Bank Name & Address
- Bank Account Number
- 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.