



CONSULTANCY AGREEMENT (the Agreement)

Dated: 2025

Project Number:

BETWEEN

1. **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 (the "**Customer**"),
2. **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 (the "**Administrator**")

AND

3.[name, address] ("**Consultant**")

collectively referred to as the "Parties".

RECITALS

- A** The Consultant is in the business of providing [insert description] services and Customer wishes to utilise such services for the purposes of
- B** Customer wishes to engage the Consultant to provide the services described herein to Customer on the terms and conditions of this Agreement and the Consultant is willing to provide the services to Customer accordingly.
- C** You are an independent contractor willing to provide the services to Customer on the terms and conditions of this Agreement.

THE PARTIES AGREE:

1 Services

- 1.1 These terms cover the Consultant's services to be provided to Customer as agreed between us from time to time. The details of each service to be provided will be set out in a notice of assignment (each being referred to here as an "Assignment Notice") as set out in Appendix 1.
- 1.2 Customer hereby engages the Consultant to provide Customer with the services set forth in Appendix 1, Assignment Notice (the "Services") on the terms and conditions set out herein. The Consultant shall provide the Services in accordance with this Agreement during the term as defined in Appendix 1 (the "Term"). Additional Assignment Notices may be agreed under the terms of this Agreement by Customer issuing and the Parties agreeing a new Assignment Notice as set out in Appendix 1. Each Assignment Notice shall be governed by this Agreement.

2 Delivery of the Services

- 2.1 It is expected the service provider will work as required to carry out the Services expeditiously and in accordance with the relevant Assignment Notice, in line with industry standard and all applicable laws, rules and regulations.
- 2.2 All services shall be provided in accordance with Customer's policies for employees, consultants and contractors as may be implemented by Customer from time to time and provided to Consultant as required and in accordance with such instructions as provided to the Consultant from time to time by the Board.

3 Fees

- 3.1 As compensation for the Services provided by the Consultant, Customer shall pay the fees as set out in Appendix 1 (the "Fees"), this is an all encompassing amount.
- 3.2 The Consultant will invoice the Administrator on a monthly basis, detailing all hours worked and any pre-approved expenses incurred. 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 You acknowledge that Customer will not be operating PAYE or making or deducting any National Insurance contributions in respect of the provision of the Services and the Fee payable under this Agreement. You will be responsible for, and will account to the appropriate authorities for, all income tax liabilities and National Insurance or similar contributions payable in respect of the payments made to you under this Agreement.
- 3.4 The Consultant 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 Consultant. The Consultant 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. Customer will not make such withholdings on behalf of or for the Consultant. The Consultant shall indemnify and hold Customer harmless from and against any and all liabilities (including attorneys' fees) attributable to the Consultant's failure to make any such payments under this paragraph on its own behalf. The Consultant will keep time sheets showing all hours worked in respect of the provision of the Services and will if so requested produce them to Customer for accounting purposes.

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

4 Expenses

- 4.1 Customer shall reimburse the Consultant 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 Customer's expenses reimbursement policy in effect from time to time.
- 4.2 Customer shall reimburse the Consultant only for pre-approved expenses, and only upon prompt submission of an Invoice and proper receipt documentation, in accordance with this Agreement. If there is any discrepancy between the reimbursement amount listed on an Invoice and the amount approved by Customer, the latter shall be applied to the Invoice instead. Customer 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 Consultant 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 in respect of the Services.

- 5.2 If any claim, assessment or demand is made against Customer 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 Consultant in respect of the Services, the Consultant will, where such recovery is not prohibited by law, indemnify Customer against any liability, claim, assessment or demand. The Consultant will further indemnify Customer against all costs and expenses and any penalty, fine or interest incurred or payable or paid by Customer in connection with or in consequence of any such liability, assessment or claim.

6 No employment or benefits

- 6.1 While acting as a consultant for Customer, the status of the Consultant will be that of an independent contractor and as such the Consultant and/or anyone else who works for the Consultant will not be entitled to any pension, bonus, holiday, sickness or other benefits from Customer and nothing in the terms of this Agreement will render the Consultant an agent, officer, employee, worker or partner of Customer and the Consultant will not hold itself out as such.
- 6.2 The Consultant will be fully responsible for and will indemnify Customer for and in respect of any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by anyone engaged by Consultant and/or any Substitute (defined below) against Customer arising out of or in connection with the provision of the Services.

7 Insurance

- 7.1 Customer is not responsible for providing any form of insurance against injury or liability to the Consultant. The Consultant shall maintain sufficient insurance coverage as is required by locally applicable law to be obtained and maintained by and is reasonable or customary to be obtained and maintained by any party engaged in work of a nature similar to the Services.

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 Consultant 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 Consultant as part of the Services pursuant to this Agreement.
- 8.2 The Consultant agrees to grant Customer a non-exclusive, perpetual, irrevocable, royalty-free license to use, copy, and modify any elements of the Supply Material

belonging to the Consultant. Supply Materials that are purchased, licensed, or otherwise obtained by Customer for the purposes of delivering the Services shall be owned by Customer and shall not be used by the Consultant for any other purposes not covered by this Agreement unless permission is granted in written form by Customer.

- 8.3 In respect of the Produced Material created for Customer as part of the Services, the Consultant hereby transfers to Customer 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 Customer 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 Consultant shall use Google Apps or such other system as specified by Customer to store, keep and maintain all files, documents, and materials related to and arising out of the Services. The Consultant shall not use personal equipment to store non-encrypted information pertaining to Customer 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 Consultant 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). Customer may prescribe that the Consultant comply with its then current Information Security policy during the term of any engagement for Services.

10 Representations and Warranties

- 10.1 The Consultant'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 Consultant 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 Consultant has the full power and authority to enter into and perform this Agreement, including, without limitation, all necessary work permits, visas, licences, business registrations and other authorisations, as applicable, and the Consultant will maintain throughout the term of this Agreement all such authorizations;
- 10.3 All information provided to Customer by the Consultant regarding the Consultant'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 Consultant 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 Consultant will:
- 10.5.1 provide the Services to Customer with all due care, skill and diligence and use best endeavours to promote the interests of Customer;
 - 10.5.2 provide the Services to Customer on such days and at such times and in such places as may be required by Customer 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 Customer informed of progress on projects in which the Consultant is engaged by reference to any agreed milestones set out in the appendix.
- 10.6 The Consultant acknowledges that Customer will be relying upon the Consultant's skill, expertise and experience and undertakes to Customer that:
- 10.6.1 it will provide the Services in the manner and to the standard specified by Customer;
 - 10.6.2 all advice and information given, all representations and statements made, and all documents provided by the Consultant will be accurate and appropriate for their purpose; and
 - 10.6.3 all intellectual property and information provided by the Consultant will be accurate and appropriate for its purpose.
- 10.7 The Consultant will immediately notify Customer if, for any reason, it is unable to provide the Services as required by Customer in accordance with this Agreement.
- 10.8 While the Consultant's method of work is its own, the Consultant will comply with the reasonable requests of the Chief Executive Board of Customer (the "Board") and will work and co-operate with any servant or agent or other consultant of Customer as may be necessary for the provision of the Services.
- 10.9 The Consultant will use all reasonable endeavours to avoid any conflict of interest arising between the Consultant and Customer and the Consultant undertakes to notify Customer as soon as reasonably practicable should any actual or potential conflict of interest arise.
- 10.10 The Consultant will not:
- 10.10.1 hold itself out as having authority to bind Customer; nor

10.10.2 have any authority to incur any expenditure in the name of or on behalf of Customer,

unless the Consultant has obtained the prior written consent of Customer.

11 Obligations of Customer

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

11.2 Customer will:

11.2.1 advise the Consultant of the rules and regulations from time to time in force for the conduct of personnel at its premises and the Consultant will ensure that they comply with any such rules and regulations; and

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

12 Termination

12.1 In the event that the Consultant breaches any terms or provisions of this Agreement, or the Consultant fails to follow the lawful instructions of the Board, Customer may terminate this Agreement immediately without prior notice.

12.2 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.

12.3 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.

12.4 Customer may terminate this Agreement with immediate effect without liability to pay any further fees, compensation or damages by written notice to the Consultant if, at any time:

12.4.1 the Consultant commits any serious or repeated breach or non-observance of any of the terms or conditions of this Agreement; or

12.4.2 the Consultant 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 Consultant and/or Customer disrepute and/or is materially adverse to the interests of Customer; or

12.4.3 the Consultant 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;

12.4.4 the Consultant 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

12.4.5 the Consultant 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 Consultant.

13 Obligations on termination

13.1 The Consultant will immediately on the termination of this Agreement for any reason and at the request of Customer at any time during the Engagement surrender to a person duly authorised by Customer 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 Customer that have been made or received by the Consultant during the course of providing the Services (whether under the terms of this Agreement or any other agreement or arrangement between Customer and the Consultant) and which are in the Consultant's possession or under the Consultant's control.

13.2 Immediately on the termination of this Agreement for any reason the Consultant will, having first returned the information to Customer as required by Clause 14.1, irrevocably delete any remaining information relating to the business of 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 Customer.

14 Relationship of the Parties

14.1 The Parties acknowledge and agree that the Services performed by the Consultant shall be as an independent Consultant 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 Consultant shall not be considered an employee of Customer under any circumstances whatsoever.

14.2 The Consultant may not make any binding representations or commitments on behalf of Customer, and when interacting with any third parties. The Consultant 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 Customer, unless the Consultant has obtained the prior written consent of Customer.

15 Data Protection

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

15.2 The Consultant will comply with Customer's data protection policy and other relevant policies.

15.3 Without prejudice to the generality of this clause, the Consultant 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:

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

15.3.2 keep the Personal Data confidential;

15.3.3 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;

15.3.4 process any Personal Data disclosed to the Consultant by or on behalf of Customer only:

- (a) on the written instructions of Customer;
- (b) for the purposes of providing the Services; and
- (c) for the purposes for which that Personal Data was obtained and is processed by Customer;

15.3.5 maintain complete and accurate records and information to demonstrate compliance with applicable data protection legislation and immediately provide such evidence of compliance by the Consultant with the obligations under this Clause as Customer may from time to time reasonably request;

15.3.6 immediately upon notification by Customer, take all appropriate action to enable Customer to properly comply with any request from a data subject in relation to access to and/or rectification or erasure of Personal Data;

15.3.7 immediately notify Customer of any data breach relating to Personal Data or any communication which relates to Customer's or the Consultant's compliance with

applicable data protection legislation about which the Consultant becomes aware; and

15.3.8 at Customer'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;

16 Anti-bribery and corruption

16.1 The Consultant 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 Customer 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 Consultant Associated Persons means all or any of the following:

- (a) persons Associated With the Consultant (Consultant's Associates); and
- (b) persons Associated With any of the Consultant's Associates;

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

17.2 The Consultant will ensure that the Consultant and the Consultant Associated Persons will not by any act or omission commit, or cause, facilitate or contribute to the commission by any person including Customer, 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 Consultant will not and will ensure that all Consultant Associated Persons will not, solicit or engage with or take steps to solicit or engage with any person Associated With Customer 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 Consultant will, and will procure that Consultant 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 Consultant and/or any Consultant Associated Persons in connection with the performance of the Services and this Agreement.

17.5 Without prejudice to Clause 18.2, the Consultant will ensure that:

17.5.1 the Consultant and all relevant Consultant Associated Persons have in place such Prevention Procedures as it is reasonable in all the circumstances to expect the Consultant and such persons to have in place to prevent any breach of this clause and the Consultant will provide Customer 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 Consultant and all relevant Consultant Associated Persons will comply with Customer's Prevention Procedures as notified to the Consultant from time to time.
- 17.6 The Consultant warrants and represents that Consultant has not, and no Consultant 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 Consultant Associated Person or any other person) or discovered any evidence suggesting that the Consultant or any Consultant Associated Person has committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence.
- 17.7 The Consultant must immediately notify Customer as soon as the Consultant 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 "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 Customer 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 Customer.
- 18.2 The Consultant will use any confidential, proprietary, and/or non-public information ("Confidential Information") of Customer 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 Consultant 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.
- 18.3 The restrictions set forth in this clause 19 shall not apply to the extent that any Confidential Information (a) has been rightfully received by Consultant from a third party

or public source without confidentiality limitations; (b) was known to Consultant, 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 Consultant without use of the Confidential Information.

- 18.4 In the event that Consultant becomes legally compelled to disclose any of the Confidential Information, Consultant shall provide Customer 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, Consultant shall furnish only that portion of the Confidential Information which is legally required and Consultant shall exercise its reasonable best efforts to obtain confidential treatment for the Confidential Information.
- 18.5 Breach of this clause may cause irreparable harm. Customer 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.
- 18.6 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.

19 Statements

- 19.1 The Consultant will not, without the prior written consent of Customer, 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 Customer businesses, affairs, customers or clients or officers and employees and will not after the termination date represent itself as continuing to be engaged by or connected with Customer.

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 there is no transmission failure notice.
- 20.2 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.

21 Entire agreement

- 21.1 The parties agree that this Agreement 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.

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.

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

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 Customer and the Consultant will have any rights under it.

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

26 Assignment

Customer may freely assign, delegate, sub-contract or otherwise transfer its rights and obligations under this Agreement to any group company (any undertaking which from time to time is a parent undertaking of Customer or a subsidiary of Customer or of any such parent undertaking where 'subsidiary undertaking' and 'parent undertaking' have the meanings given to them in section 1162 of the Companies Act 2006) with which it has already or may merge with or to any company to which it may transfer its assets and undertaking, provided that it gives prior written notice to you. You may not assign this Agreement or any of your rights and obligations under it without the prior written consent of Customer, provided that where such consent is given, you will not be relieved of liability for any non-performance by any assignee, agent or sub-contractor. Notwithstanding any sub-contracting, you will remain primarily responsible for the acts

and omissions of your agents or sub-contractors as though such acts or omissions were your own.

27 Governing law

This Agreement and any dispute or claim arising out of, or in connection with, it, 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:

Customer

Name:

Title:

Signature:

And

For and on behalf of:

Administrator

Name:

Title:

Signature:

And

Consultant

Name:

Title:

Signature:

APPENDIX 1

Assignment Notice detailing the Services

The Consultant (who shall be undertaking the services) (or any replacement or substitute supplied under these terms and conditions)	[Insert Name]
Services	Developer Advocates serve as a bridge between the Cardano ecosystem and its global developer community by providing technical support, onboarding new contributors, and maintaining high-quality documentation and resources. Advocates promote adoption through events, content, and partnerships while gathering feedback to improve the overall developer experience. Through active community engagement and collaboration, they facilitate innovation, inclusivity, and growth within the ecosystem
Location	Remotely unless attendance at an in person meeting or event is required.
The Term and Notice Period	<p>Start date: 1st October 2025</p> <p>The Services shall continue until the 30th May 2025, 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 1 months prior written notice.</p>
Working Days	Developer Advocates are free to make their own schedules relevant to their timezone and travel cadence. Advocates are expected to attend OSC meetings, Host Developer Experience WG meetings (as agreed with OSO), and be available globally to developers commensurate with the part-time equivalent (20hrs per week) role expectations.
Fees & Currency	<p>The fee will be 2,222 USDM per month</p> <p>Currency: USDM</p>
Additional Terms (where required)	

General Deliverables

1. Developer Experience Working Group

Description: Participate/Lead Developer Experience working group. This task includes establishing the meeting cadence as well as seeking participation. Developer Advocates have received a block on the OSC agenda to provide regular updates.

Acceptance Criteria: Reports of Developer Experience Working Group progress should be provided to the Open Source Committee every four weeks, alternating developer advocate monthly.

Keep a record of Developer Experience Pain points to be addressed in OSC's Open Source Strategy, including a plan for improvement. The Developer advocates to produce one common document that can be shared with the OSC.

Each Developer Advocate will create draft documentation for various Core Cardano repositories. These documents can be reviewed by OSC, TSC, and relevant Technical Working Group members for inclusion.

When: Q4 2025, Q1 2026, Q2 2026

2. Onboarding New Developers

Description: Developer Advocates will begin to connect with developers from the Community, encourage attendance to Dev Ex and Technical working groups to bring developers to Core Cardano. Developer Advocates are also expected to maintain documentation specific to development on Cardano in the developer-experience repository under the IntersectMBO organization on GitHub.

Acceptance Criteria: The Developer advocates will provide a list to the OSC of how many new developers they have onboarded to the working groups aiming for a minimum of 2 new developers per DA during each quarter, measurable against the contribution tracking and/or social media highlights.

Visible documentation specific to development on Cardano in the developer-experience repository under the IntersectMBO organization on GitHub. Help build learning materials or suggestions to the existing list of materials provided by OSC or OSO members for onboarding.

When: Q4 2025, Q1 2026, Q2 2026

3. Meetings

Description: Developer Advocates will establish meeting cadence for Dev Ex working group and 1-1 meetings as needed across multiple channels. Aside from normal check-in and OSC meetings, Advocates are expected to make themselves available to meet and onboard new developers.

Acceptance Criteria: The Developer advocate should keep a record of meetings attended to provide to Intersect on request. Conversations within Github discussions, Discord, or Slack are welcomed as sufficient mediums.

Each developer advocate should aim to have a minimum of 2 conversations each quarter with new developers to the ecosystem with the aim of onboarding them into the OSO/OSC/Cardano.

When: Q4 2025, Q1 2026, Q2 2026

4. Community Engagement

Description: Advocates will continue to attend various Web3 events, seeking to enrich and improve the developer experience Or each developer advocate helps advance the OSO mission by assisting OSO project support service requests in fulfillment of member engagement of intersect.

Acceptance Criteria: The Developer advocate shall endeavor to attend a minimum of two (2) Web3 events during each quarter.

Following attendance, the Developer advocate shall prepare a written report or article, such as a blog post, for review and approval by Intersect. (Upon approval, Intersect reserves the exclusive right to publish the write-up in agreement with the Developer Advocate.)

Virtual and in person events are sufficient for fulfillment of the request. Each Developer advocate will assist in delivery of OSO project support services. (As needed)

When: Q4 2025, Q1 2026, Q2 2026

5. Feedback and Improvement

Description: Advocates should search for/design future feedback collection tools and forms that are accessible and actionable. This begins with the State of Developer Experience Survey offered in Q1 2025.

Acceptance Criteria: Revise 2024 Survey, add/adjust questions (differentiate from CF or sync surveys).

By the end of the first quarter ("Q1 2026"), the Developer Advocates should publish and disseminate results from the survey informing the state of Developer Experience. Provide a written summary, including proposed next steps.

When: Q4 2025, Q1 2026, Q2 2026

Specific Deliverables

Deliverables	Acceptance Criteria	Timeframe for achievement of deliverable
<p>Goal: Developer-experience Repo Consistent contribution via Issue management, PRs and Approvals, Discussions, etc. in https://github.com/IntersectMBO/developer-experience</p>	<ul style="list-style-type: none"> Submit at least 3 <i>documentation/project PRs</i> per quarter to the DevEx repo. (Community projects will also be considered in lieu of contributions to Dev-ex) Publish a quarterly DevEx changelog showing updates and areas needing improvement. (OSO will publish a copy of updated changelog from developer-experience repo) Collect and log <i>10 pieces of feedback</i> from developers on repo usability. 	<p>Q4 2025</p> <p>Q1 2026</p> <p>Q2 2026</p>
<p>Goal: Deepen Strategic Collaborations</p>	<ul style="list-style-type: none"> Deliver a <i>partnership mapping report</i> of at least 3 new projects, universities, or orgs engaged. Facilitate 2–3 <i>introductory meetings</i> between Cardano projects and potential collaborators. Document outcomes in a <i>Strategic Collaboration Log</i> (who was contacted, response, next steps). 	<p>Q4 2025</p> <p>Q1 2026</p> <p>Q2 2026</p>

<p>Goal: Implement Diversity & Inclusion Programs</p>	<ul style="list-style-type: none"> • Host 1 <i>regional or language-specific workshop</i> per quarter. • State of Developer Experience Survey and related Translation. • Draft a <i>D&I onboarding guide</i> tailored for underrepresented groups. (This can also be achieved by reviewing and enhancing Hitchhikers guide and other related documents) 	<p>Q4 2025</p> <p>Q1 2026</p> <p>Q2 2026</p>
<p>Goal: Expand Ecosystem with New Projects</p>	<ul style="list-style-type: none"> • Produce a “<i>New Projects on Cardano</i>” <i>spotlight report</i> featuring 2–3 projects (quarterly). (Collective Milestone, accompanying video via OSO) • Onboard at least 1 project into OSO Project Support Services (or document why they declined). • Publish <i>step-by-step build guides</i> for newcomers starting projects on Cardano. (Can also be achieved by improving currently available resources eg: Dev Portal) 	<p>Q4 2025</p> <p>Q1 2026</p> <p>Q2 2026</p>

Goal: Foster Innovation & Technology Advancement	<ul style="list-style-type: none"> • Run 1 <i>technical experiment/demo per quarter</i> (e.g., tooling improvement, repo showcase, testnet demo). (Bring project/owner into a Dev-ex WG meeting) • Document 2–3 <i>pain points</i> with proposed solutions in the Developer Experience repo. • Facilitate 1 <i>feedback session</i> with core contributors to test potential innovations. (Achievable with assistance from OSO/OSC) 	<p>Q4 2025</p> <p>Q1 2026</p> <p>Q2 2026</p>
Goal: Build a Global Community	<ul style="list-style-type: none"> • Organize 1 <i>community event per quarter</i> (IRL or virtual). • Publish a <i>Community Engagement Report</i> summarizing outreach efforts, attendance, and sentiment. • Translate and distribute 1 educational resource in a local language. 	<p>Q4 2025</p> <p>Q1 2026</p> <p>Q2 2026</p>

Print name: _____

For and on behalf of

Customer

Signature: _____

Print name: _____

For and on behalf of

Administrator

Signature: _____

Print name:

For and on behalf of

[FULL NAME OF CONSULTANT]

Signature: _____