



BLOCKCHAIN CONSULTANTS

Service Agreement

SERVICE AGREEMENT

Elysian International Inc. as Principal/Client

and

Linhart Blockchain Consultants Ltd as Service Provider

	Process Phishing Domain Takedown. Install and Maintain "FLYTRAP" Telegram Bots. Deploy and Maintain "SUPERADMIN" Telegram Bot. Provide 24/7 Support. Assign 1 x Dedicated Case Manager. Assign 1 x Security Engineer.
Term	19 March 2018
Termination Date	3 June 2018 or Till The End Of ICO/TGE
Fees	\$50,000 USD Paid in Ethereum at End of TGE

1. THE ENGAGEMENT

The Service Provider agrees to perform the Services for the Principal, for the Fees, for the Term set out in in the Schedule, or the date on which this Agreement is terminated in accordance this Agreement, if earlier.

2. FEES AND INVOICING

2.1 The Principal will pay the Service Provider the Fees set out in the Schedule

2.2 The Principal will reimburse the Service Provider for any pre-agreed out of pocket expenses for the Services.

2.3 The Fees payable to the Service Provider to perform the Services may be adjusted from time to time as agreed by the Parties in writing (including by email) on account of changes in relation to the nature of the Services to be performed by the Service Provider pursuant to this Agreement.

3. TAXATION

3.1 The Service Provider is responsible for the payment of all taxes, fees, charges and other imposts that apply to it in performance of the Services. The Principal is not liable to the Service Provider in this regard.

3.2 The Service Provider indemnifies the Principal against any taxes, fees, charges and any other imposts, excluding any income tax payable by the Principal.

4. INSURANCE

4.1 The Service Provider (and its employees and agents) is not entitled to the benefit of any accident, third party liability, public liability or indemnity policies of insurance or workers compensation policies that the Principal may hold.

4.2 The Service Provider agrees to make its own arrangements to ensure adequate insurance coverage is effected and maintained throughout the Term and to ensure that the Principal is nominated as an interested party on any such insurance policies.

4.3 The Service Provider agrees to provide the Principal with evidence of such arrangements, if requested.

5. SUPERANNUATION - NA

6. LOCATION AND FACILITIES

6.1 The Service Provider will be granted access to the Principal's premises as necessary for the performance of the Services.

7. SERVICE PROVIDER'S OBLIGATIONS AND WARRANTIES

7.1 The Service Provider warrants and represents that throughout the Term:

- (a) it has legal capacity, power and authority to enter into this Agreement;
- (b) there are no legal restrictions preventing it from performing the Services;
- (c) it is duly qualified to perform the Services;
- (d) in performing the Services it will act with due care and skill;
- (e) it will re-perform any defective or non-conforming Services;
- (f) it will comply with any reasonable directions given to it by the Principal from time to time;
- (g) it will act lawfully and will comply with any applicable licenses, laws, regulations, industry codes of conduct, health and safety requirements and International standards in performing the Services;

(h) it is not aware of any actual or potential conflict of interest in it providing the Services (unless otherwise agreed in writing with the Principal);

(i) it will not infringe any third party rights or violate any other agreement by performing the Services;

(j) it has complied with all applicable legislation, awards and industrial instruments in engaging or employing all persons who will perform the Services in accordance with this Agreement;

8. PRINCIPAL'S OBLIGATIONS AND WARRANTIES

8.1 The Principal warrants and represents that throughout the Term:

(a) it has legal capacity, power and authority to enter into this Agreement;

(b) it will act lawfully and will comply with any applicable licenses, laws, regulations, industry codes of conduct, health and safety requirements and Australian standards in performing the Services;

(c) it will not infringe any third party rights or violate any other agreement by performing the Services;

(d) it will comply with any reasonable requests given to it by the Service Provider from time to time to enable the Service Provider to provide the Services; and

(e) it has complied with all applicable legislation, awards and industrial instruments in engaging or employing any persons who will work with the Service Provider on the Services.

9. PRIVACY

In performing the Services, the Parties agree to comply with the Privacy Principles as set out in the applicable legislation or Privacy Guidelines.

10. WORKPLACE HEALTH AND SAFETY

10.1 The Parties (and its employees or agents) must comply with all applicable workplace health and safety laws and all safety instructions reasonably issued by the other Party from time to time.

10.2 The Service Provider must ensure that its employees, agents and subcontractors are adequately supervised at all times while performing the Services.

10.3 Each Party must ensure that before its employees, agents and subcontractors perform the Services they receive adequate training in security, workplace health and safety, customer service and risk management.

10.4 The Service Provider will promptly notify the Principal of any workplace health and safety incidents that occur or of any involvement by workplace health and safety officials in connection with the Services.

11. TERM AND TERMINATION

11.1 **Automatic termination:** The Agreement will automatically terminate on the Termination Date, unless the Termination Date is changed by agreement in writing (including by email) between the Parties.

11.2 **Termination by agreement:** Either Party may terminate this Agreement by giving the other Party one month's written notice.

11.3 **Termination for cancellation, suspension or insolvency:** Either Party may terminate this Agreement by giving the other Party 5 Business Day's written notice, if:

- (a) the Principal no longer requires the Services; or
- (b) an order is made or a resolution passed for the relevant Party to be deregistered or wound up; a receiver, receiver and manager or an administrator is appointed to all or substantially all of the property of the relevant Party.

11.4 Termination for material breach: Subject to the dispute resolution procedures in the Agreement, either Party may at any time terminate this Agreement if in the reasonable opinion of one Party, the other Party (or one of its employees or agents) commits a material breach of this Agreement including but not limited to a breach of the warranties or the requirement to pay Fees and expenses.

11.5 Obligations on termination:

- (a) Upon termination of this Agreement, the Service Provider will:
 - (i) immediately stop performing the Services;
 - (ii) immediately stop placing orders for supplies or services required in connection with the performance of the Services;
 - (iii) immediately deliver to the Principal all work in progress;
 - (iv) immediately return to the Principal all property, including Confidential Information and Intellectual Property, in its possession that belongs to the Principal; and
 - (v) pay to the Principal any amount owed in respect of any indemnities provided under this Agreement.
- (b) Upon termination of this Agreement, the Principal will:
 - (i) immediately return to the Service Provider all property, including Confidential Information and Intellectual Property, in its possession that belongs to the Service Provider; and
 - (ii) immediately pay the Service Provider the Fees for all Services completed, any pre-agreed out of pocket expenses incurred prior to termination, and any other amounts owing under the Agreement; and
 - (iii) pay to the Service Provider any amount owed in respect of any indemnities provided under this Agreement.

11.6 The accrued rights, obligations and remedies of the Parties are not affected by the termination of this Agreement.

12. LIABILITY AND INDEMNITY

12.1 The Principal is liable for and agrees to indemnify the Service Provider in respect of any claim, action, damage, loss, cost, charge, expense, penalty, fine or payment which the Service Provider suffers, incurs or is liable for as a result of:

- (a) the manner in which the Services are performed, including but not limited to any act or omission in connection with the performance of the Services; and
- (b) any breach by the Principal (or its employees, agents or subcontractors) of this Agreement or its obligations or warranties under this Agreement.

12.2 The Service Provider is liable for and agrees to indemnify the Principal in respect of any claim, action, damage, loss, cost, charge, expense, penalty, fine or payment which the Principal suffers, incurs or is liable for as a result of:

- (a) the manner in which the Services are performed by the Service Provider, including but not limited to any act or omission by the Service Provider in connection with the performance of the Services;
- (b) any of the Service Provider's employees, agents or subcontractors claiming that they are an employee of the Principal (including claims for wages, public holidays, annual leave, parental leave, personal/carer's leave, long service leave, redundancy or termination of employment);
- (c) any breach by the Service Provider (or its employees, agents or subcontractors) of its obligations or warranties under this Agreement; and
- (d) any court, tribunal or authority whatsoever determining that the Service Provider is deemed an employee of the Principal under any law.

12.3 The obligations under this clause will survive termination of this Agreement.

13. COSTS AND EXPENSES

Each Party must pay its own costs and expenses (including legal costs and expenses) in relation to the negotiation, preparation and execution of this Agreement and any variation or replacement of this Agreement.

14. VAT – N/A

15. AMENDMENT

This Agreement may only be amended by written agreement executed by all the Parties.

16. NOTICES

(a) Form of notice

A notice or other communication must be in writing in English and may be:

- (i) delivered personally;
- (ii) given by an agent of the sender;
- (iii) left at a Party's current delivery address for notices as set out in this Agreement;
- (iv) sent by prepaid mail to a Party's current postal address for notices as set out in this Agreement; and/or
- (v) sent by fax to a Party's current fax number for notices as set out in this Agreement.

(b) Receipt of notice

A notice or communication is taken as having been given:

- (i) when left at a Party's current delivery address for notices; or
- (ii) if mailed within Australia to an Australian address, on the third Business Day after posting; or
- (iii) if mailed outside of Australia to an Australian postal address or within Australia to an address outside of Australia, on the tenth Business Day after posting; or
- (iv) if sent by fax, when the sender receives a fax report from the recipient's fax machine acknowledging receipt of the notice, unless the fax is received after 5pm in the place of receipt, in which case it is taken as having been given at 9am on the next day that is not a Saturday, Sunday or bank or public holiday in the place of receipt.

(c) Address for service are set out in the start of the Agreement. A Party may change its address for service of notices by written notice to the other Party.

17. FORCE MAJEURE

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control (**Force Majeure**), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders of acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

18. GENERAL

(a) **Relationship:** The Service Provider may describe themselves as a Service Provider to the Principal, but must not describe itself in any way as an employee or agent of the Principal. This Agreement is not intended to create a relationship between the Parties of partnership, joint venture, agency or employer-employee. Neither Party has authority to create, assume or otherwise enter into any agreement that imposes rights or obligations on the part of the other Party.

(b) **Assignment:** This Agreement is personal to the Parties. A Party must not assign or deal with the whole or any part of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld). Any purported dealing in breach of this clause is of no effect.

(c) **Waiver or variation of rights:** Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to this Agreement does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right. A Party is not liable to any other Party for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right.

(d) **Powers, rights and remedies:** Except as expressly stated to the contrary in this Agreement, the powers, rights and/or remedies of a Party under this Agreement are cumulative and are in addition to any other powers, rights and remedies of that Party. Nothing in this Agreement merges, extinguishes, postpones, lessens or

otherwise prejudicially affects any power, right, or remedy that a Party may have at any time against the other Party to this Agreement or any other person.

(e) **Consents and approvals:** Where this Agreement provides that a Party may conditionally or unconditionally give or withhold any consent or approval in relation to any matter in this Agreement, that Party may in its absolute discretion, and without being obliged to give reasons for doing so, withhold any consent or approval or give consent or approval conditionally or unconditionally.

(f) **Further assurance:** Each Party must from time to time and in a timely manner do all things reasonably required of it by the other Party to give effect to this Agreement.

(g) **Counterparts:** This Agreement may be executed in any number of counterparts and, if so, the counterparts taken together will constitute one and the same Agreement. The date of this Agreement will be the date that it is executed by the last Party.

(h) **Entire agreement and understanding:** In respect of the subject matter of this Agreement: this Agreement contains the entire understanding between the Parties; all previous oral and written communications, representations, warranties or commitments are superseded by this Agreement and do not affect the interpretation or meaning of this Agreement; and each of the Parties has relied entirely on its own enquiries before entering into this Agreement.

(i) **Governing law and jurisdiction:** This Agreement is governed by the laws of both signatory's jurisdiction. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in within each others country of residence.

19. DEFINITIONS AND INTERPRETATION

19.1 Definitions

In this Agreement:

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in England Or Wales.

Confidential Information means any information about a Party, its operations, products and customers acquired by the other Party (or any of its employees or agents) whilst, or as a result of, performing the Services which is not in the public domain, other than as a result of breach of confidence.

Parties means the parties entering into this Agreement.

Services are set out in the Schedule.

Term is set out in the Schedule.

Termination Date is set out in the Schedule.

19.2 Interpretation

- (a) words in the singular include the plural and vice versa;
- (b) headings are for convenience and do not affect the interpretation of this Agreement;
- (c) any gender includes the other gender;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause, paragraph, schedule or annexure, as the case may be, of this Agreement;
- (e) if any act which must be done under this Agreement is to be done on a day that is not a Business Day then the act must be done on or by the next Business Day;
- (f) a reference to any legislation includes subordinate legislation and all amendments, consolidations or replacements from time to time;
- (g) if a word or phrase is defined in this Agreement then any other grammatical form of the word or phrase shall have a corresponding meaning;
- (h) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity;
- (i) “includes” and similar words mean includes without limitation;
- (j) no clause of this Agreement shall be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
- (k) a reference to a Party includes the Party’s legal personal representatives, successors, assigns and persons substituted by novation;
- (l) a reference to this or any other agreement includes the agreement, all schedules and annexures as novated, amended or replaced and despite any change in the identity of the parties;

- (m) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (n) a reference to time is to local time in London, England; and
- (o) a reference to “\$” or “dollars” refers to the currency of USD from time to time.
- (p) a reference to “ETH” or “Ethereum” refers to the digital currency

Executed as an Agreement:

Executed for and on behalf of **Elysian
Internation Inc** in accordance with
the UK Companies Act 2006

DocuSigned by:
Nadine Dominik 20.03.2018
.....33222E188B194CF.....

Signature of Director/Secretary

.....Nadine Dominik.....

Name of Director/Secretary

DocuSigned by:
Leo Ameri 3/20/2018
.....E781877FCC54474.....

Signature of Director

.....Leo Ameri.....

Name of Director

Executed for and on behalf of **Linhart
Blockchain Consultants Ltd** in
accordance with the UK Companies
Act 2006

DocuSigned by:
Nathan Hart 3/20/2018
.....C07E39DBBF42469.....

Signature of Director/Secretary

.....Nathan Hart.....

Name of Director/Secretary

DocuSigned by:
Troy Linforth 3/18/2018
.....C7D87F7B329C43F.....

Signature of Director

.....Troy Linforth.....

Name of Director