

*Contract number*:[20211213021]

# Smart Contract Security Audit Service Contract

entered into between

[ DSC LABEL ]

(as the "Entrusting Party")

And

Xiamen Slowmist Technology Co., Ltd.

(as the "Entrusted Party")



This *Smart Contract Security Audit Service Contract* ("Contract") is entered into on December 13, 2021 between the following entities at the premises of Xiamen Slowmist Technology Co., Ltd.:

- 1. [ DSC LABEL ], A limited liability company founded and legally existing pursuant to the laws of [ Korea], and address: [ DSC LABEL, 5th, 82, Daehak-ro, Yuseong-gu, Daejeon, Republic of Korea].("Party A" or "Entrusting Party")
- 2. Xiamen Slowmist Technology Co., Ltd., A limited liability company founded and legally existing pursuant to the laws of China, with the uniform social credit code: 91350203MA31G5FN8Y, address: Unit 1504, No.68, Taidong Road, Siming District, Xiamen. ("Party B" or "Entrusted Party")

(the above parties are hereinafter collectively referred to as "Both Parties", and individually referred to as a "Party")

## Whereas:

- 1. Both Parties are competent with the business entity qualification stipulated by the laws of St. Vincent and the [Korea]/China, and have the right, capacity and civil conduct ability to legally sign and perform the contract, and have obtained necessary legal and valid authorizations for the conclusion and performance of the Contract
- 2. Pursuant to the laws and regulations of China and the requirements of relevant competent authorities, prior to official operation of smart contract or in case of any major change to smart contract, Party A shall carry out thorough and complete safety risk assessment on smart contract, and take appropriate protective measures based on the risk assessment results, in order to reduce the safety risk of smart contract and ensure deployment safety of smart contract.
- 3. In order to assure Party A's safe deployment of smart contract, Party A intends to engage Party B in accordance with the terms and conditions agreed herein, as the service provider for the security audit of Party A's smart contract to carry out security assessment on Party A's smart contract of [ DogeSoundClub Mix] and issue the *Smart Contract*



Security Audit Report ("Entrusted Matter"), so that Party A can be able to comprehensively improve and enhance the security management level of smart contract. Party B agrees to accept the Entrusted Matter of Party A in accordance with the terms and conditions agreed herein, to legally perform the duties and obligations of the entrustment as contracted, and provide relevant smart contract security audit service for

4. Whereas Chinese Mainland laws prohibit any organizations and individuals from conducting exchange business for legal tenders and virtual currencies and between virtual currencies, and purchasing and selling virtual currencies as central counterparties, providing information intermediary and pricing service for virtual currency transactions, token issuance financing, virtual currency derivative transactions and other virtual currency related business activities, thus it is a precondition for the cooperation project between the Entrusting Party and the Entrusted Party that, the Entrusting Party shall make the following warranty and commitment to the Entrusted Party: The cooperation project with the Entrusted Party shall not involve exchange business for legal tenders and virtual currencies and between virtual currencies, and purchasing and selling virtual currencies as central counterparties, providing information intermediary and pricing service for virtual currency transactions, token issuance financing, virtual currency derivative transactions and other virtual currency related business activities in Mainland China (excluding Hong Kong, Macau, and Taiwan), and shall not carry out any of the forgoing activities with any organizations and individuals in Mainland China, and the Entrusting Party shall not provide any achievements of the cooperation project with the Entrusted Party to any organizations and individuals in Mainland China with a view to carrying out the foregoing activities; Prior to the commencement of the cooperation project with the Entrusted Party, the Entrusting Party shall disclose the purpose and objective of the cooperation project to the Entrusted Party, and the Entrusted Party shall be entitled to conduct audit for the purpose and objective of the cooperation project, and shall reserve the right to refuse to sign any cooperation contract with the Entrusting Party if the audit results indicate that the purpose and objective of the cooperation project between the Entrusting Party and the Entrusted Party violate any laws of the People's Republic of



China; The Entrusting Party shall not disclose the cooperation project with the Entrusted

Party to any third parties in whatsoever events. Based on the above conditions, and

pursuant to relevant laws and regulations of China, Both Parties enter into the following

contract through amicable negotiation, concerning the subject matter that Party A engages

Party B to carry out information security audit on Party A's smart contract of

[ DogeSoundClub Mix], for the mutual compliance.

Article I Scope of Party B's Service

Scope of assessment 1.1

The scope of the risk assessment hereunder is specifically defined as a code security

audit on the smart contract provided by Party A, excluding any other service items.

1.2 Objective of assessment

The objective of the assessment hereunder mainly is to carry out a security audit on

the smart contract provided by Party A and issue the corresponding audit conclusion.

Quotation from SlowMist smart contract audit group:

Project: DogeSoundClub Mix

Quoted Price: 40000 USDT

Type: DeFi

Module: Airdrop Module + Punks + Token + StakingPools + Turntables + Listeners

Code Lines: 3565

Complexity: Medium

Audit Workload: 10 working days, the audit work start date on 7<sup>th</sup> Feb, 2022.

Description: This is the Mix part of the DogeSoundClub project

Project address:

https://github.com/mixassociation/mix (main branch)

commit: 69202b66e849bca4cc5dffe428f958923def8b1a

4



Please confirm whether the project address and commit listed above is correct.

Smart contract security audit items reference:

https://www.slowmist.com/en/service-smart-contract-security-audit.html

- 1.3 Audit procedure
- (1) Both Parties negotiate to jointly determine the target information;
- (2) Party B performs the audit and testing for the target smart contract;
- (3) Party B prepares and issues the *Smart Contract Security Audit Report* in a timely manner, according to the results of security examination and analysis;
  - (4) Please refer to "Attachment I" for details.
  - 1.4 Adjustment of service scope

As per negotiation, Both Parties may determine to modify, increase or decrease the service scope and service charge in accordance with the results of the assessment hereunder

# Article II Party B's Obligations

- 2.1 Party B shall perform and accomplish the professional service items set out in Article I as scheduled and with due diligence.
- 2.2 Party B shall make judgment based on its professional expertise, with a view to maintaining Party A's interests at all efforts.
- 2.3 Party B shall accomplish the Entrusted Matter in a timely manner after obtaining access to the relevant documents, data, consultation, information, equipment and workplace provided by Party A, and shall report the work progress as required by Party A;
- 2.4 Party B shall create separate archives for the assessment service hereunder, maintain complete work records, and properly preserve any original evidences, documents and properties involving Party A.

# Article III Party A's obligations

3.1 Party A shall provide any and all relevant information, documents, data and



workplaces in an authentic, complete and effective manner, provided that they are relevant to the assessment hereunder;

- 3.2 Party A shall pay for the audit costs and work expenses in full amounts to Party B on schedule;
- 3.3 Party A shall designate a specialist as the liaison for smart contract security, who shall be responsible for convey Party A's instructions and requirements, provide documents and data and arrange workplaces, etc., and Party A shall notify Party B beforehand if the liaison should be replaced.
- 3.4 Party A is responsible for providing independent judgment and decision-making for the Entrusted Matter, and shall be solely liable for any losses incurred by any decision made by Party A on basis of any professional opinion, recommendation and solution provided by Party B, unless Party shall be accountable due to its misconduct such as inappropriate application of professional knowledge.

## Article IV Smart Contract Security Audit Fee

- 4.1 As mutually agreed between Both Parties through negotiation, the cost for smart contract security audit acceptable by Party B from Party A is [40000] USD, which shall be paid: Within 3 days following the execution of the Contract for the amount of [40000] USD;
- 4.2 Party A shall make the corresponding payment to the following account of Party B through electronic transfer:

ERC-20 USDT: 0xAC073D8aa224ebCCAA7B4A805A41830D3092453F

4.3 In the event that the Contract is expired, or dissolved ahead of expiry, relevant costs under the Contract shall be determined in writing and cleared between Both Parties.

#### Article V Work Expenses

5.1 The following work expenses incurred by Party B for dealing with the Entrusted Matter (the work expenses are not included in the smart contract security audit



fee described in Article IV hereof), shall be borne by Party A:

- (1) Any other expenses spent as allowed by Party A.
- 5.2 Prior to the occurrence of the work expenses under Article 5.1, Party B shall prepare an expenditure plan and a cost budget and submit them to Party A for approval, and Party B shall be reimbursed for the work expenses in a manner of prepayment and complete reimbursement, provided that the expenditure plan and cost budget are approved in writing by Party A.
  - 5.3 Party B shall apply the work expenses on the economic and rational basis.

#### Article VI Contract Amendment and Dissolution

- 6.1 Based on explicit consensus, Both Parties may amend or dissolve the Contract.
- 6.2 If any of the following circumstances for Party B, Party A shall be entitled to rescind the Contract:
- (1) Any material loss is incurred to Party A due to Party B's misconduct or illegal or deliberate action;
- (2) Party B violates any substantial obligations under the Contract, which makes the contract purpose unrealizable;
  - (3) Any other default circumstance specified by laws and administrative regulations.
- 6.3 If any of the following circumstances for Party A, it shall be deemed as Party A's default, and Party B shall be entitled to rescind the Contract:
- (1) Any information, document, data, equipment, server, domain name, website and/or IP provided by Party A to Party B is false, misguiding, concealing, materially neglecting and/or otherwise breaching, which results in Party B's incapability in providing the service of effective assessment and audit;
- (2) Party A fails to pay the smart contract audit fee and work expenses to Party B for more than 15 days.
  - (3) Any other circumstance specified by laws and administrative regulations.



#### Article VII Default Liability

- 7.1 If Party A incurs any losses due to Party B's unjustifiable suspension of the assessment and audit service under the Contract, Party B shall refund the audit fee paid by Party A to the extent of Party A's actual losses (and any due amount not paid by Party A shall not be payable), in order to compensate for Party A's actual losses, however, the refund/compensation shall be limited to the audit fee payable under the Contract.
- 7.2 If Party A refuses to pay the smart contract security audit fee or work expenses or terminates the Contract without justifiable reasons, Party B shall be entitled to demand party A pay for the owning smart contract security audit fee, unreimbursed work expenses and overdue interest at five-ten thousandths of the unpaid portion each day.
- 7.3 If the audit report issued by Party B is found to be misguiding or neglecting due to any false, misguiding, concealing, materially neglecting and/or otherwise breaching information, document and data provided by Party A to Party B, which further results in punishment imposed on Party B or claims from any third parties against Party B, then Party A shall compensate for any and all losses of Party B in relation thereto.
- 7.4 Unless otherwise specifically stated in the Contract, if either Party violates any agreement herein, such Party shall assume default liability correspondingly; If Both Parties violate the Contract, Both Parties shall assume default liability to the extent of their violations respectively. The scope of default compensation liability shall be limited to the direct losses incurred to the suffering Party due to the default, as allowed by law. Unless otherwise specifically stated in the Contract, neither Party shall assume incidental, consequential, punitive or special damages or any other indirect losses for the other Party, including without limitation to: Any profit or opportunity loss or other indirect loss suffered or potentially suffered by a Party.
- 7.5 During the execution of the Contract and the performance of the cooperation project or after the completion of the cooperation project, if the Entrusting Party violates the agreement herein, i.e. applying the cooperation project to provide exchange service for legal tenders and virtual currencies and between virtual currencies, and purchasing and selling virtual currencies as central counterparties, providing information



intermediary and pricing service for virtual currency transactions, token issuance financing, virtual currency derivative transactions and other virtual currency related business activities in Mainland China, or providing the cooperation project to any organizations and individuals in Mainland China to carry out the foregoing activities, or cooperating with any organizations and individuals in Mainland China to carry out the foregoing activities, it will be deemed as default of the Entrusting Party. In this regard, the Entrusted Party not only can rescind the Contract, but also may demand the Entrusting Party pay for liquidated damages in an amount equal to the service remuneration agreed in the Contract. If the Entrusting Party's act of default violates the Criminal Law of the *People's Republic of China*, any liabilities thereof shall be borne by the Entrusting Party, and the Entrusted shall have the right to cooperate with any judicial authority of Mainland China to investigate for criminal liability of the Entrusting Party; If the aforesaid act of default of the Entrusting Party causes losses to the Entrusted Party in an amount greater than the liquidated damages, the Entrusting Party shall further compensate for the Entrusted Party in accordance with the actual losses (actual losses include, without limitation to, attorney fee, travel expenses and appraisal fee incurred by the Entrusted Party for exercise of its rights).

If the cooperation project between Both Parties is accomplished or the Contract is terminated or dissolved, the Entrusting Party's commitment and warranty hereunder shall remain valid, and the Entrusting Party shall still perform its obligations hereunder in accordance with the commitment and warranty.

#### Article VIII Confidentiality

Party") in relation to its business and financial conditions, smart contract security status, and other confidential matters and proprietary data ("Confidential Information") ("Receiving Party") shall preserve the confidentiality of the Confidential Information; The Receiving Party shall not disclose the Confidential Information to any persons or entities, other than its own employees who are required to have access to the Confidential Information on account of work duties.



- 8.2 This Article VIII doesn't apply to the following circumstance: Disclosure of Confidential Information to any government or any relevant authorities or administration, provided that such disclosure is explicitly permitted by law. However, the Party required to make the said disclosure shall notify the other Party of the disclosure requirement and terms prior to the disclosure.
- 8.3 Both Parties shall formulate rules and regulations to subject the directors, supervisors, senior officers and other employees of Both Parties and their affiliated parties to the confidentiality obligations set out herein.

# Article VIII Anti-commercial Bribery

- 9.1 Other than those agreed in the Contract, Neither Party shall seek, accept, offer and grant any interests to and from the other Party or its members or other relevant personnel, including without limitation to, benefit, kickback, cash, shopping card, physical product, negotiable securities, tourism or other intangible interests, however, if such interests are attributable to trade customs or common practices, explicit statement must be made in the Contract.
- 9.2 Party B shall strictly prohibit any of its members from any act of commercial bribery (including bribery and bribe-taking).

#### Article IX Application of Law and Dispute Resolution

- 10.1 Unless otherwise mandatorily stipulated by applicable laws, the execution, validity and interpretation of the Contract and any matters in relation to the execution and performance of the Contract shall be governed by the laws of China.
- 10.2 Any dispute, controversy and claim arising from or in relation to the interpretation and performance of the Contract ("**Dispute**"), shall be resolved through the following manners, if it can't be addressed through amicable negotiation between Both Parties:
- (1) Any Dispute shall be submitted to the senior management of each Party in writing.



- (2) If any Dispute can't be resolved within Seven (7) days, either Party may submit the Dispute to HKIAC to seek resolution through arbitration.
- 10.3 If any Dispute is being handled in progress by the arbitration authority, then Both Parties shall continue to exercise the rights under the Contract and fulfill the obligations under the Contract, to the extent that such rights and obligations are not influenced by the Dispute.

## Article X. Force Majeure

- 11.1 Force Majeure refers to war, typhoon, flood, fire, earthquake and other natural disasters, and changes of laws, regulations, policies and government acts, and other incidents which can't be predicted, whose occurrence and consequences can't be prevented or avoided, with the effect of impeding, influencing or delaying either Party's fulfillment of its obligations under the Contract in part or in whole.
- 11.2 If either Party deems that the occurrence of force majeure influences the performance of the obligations under the Contract, such Party shall notify the other Party immediately, and then Both Parties shall negotiate to determine whether the Contract shall be terminated or the performance of the Contract shall be exempted in part or postponed, according to the extent of the influence on the performance of the Contract created by the occurrence of force majeure.
- 11.3 Upon occurrence of force majeure, neither Party shall be deemed as default to the Contract or non-performance of the obligations under the Contract. Any economic liability accrued prior to the occurrence of force majeure shall not be influenced, and Party A shall make payment for the service performed by Party B correspondingly.

## Article XI Miscellaneous

12.1 The Contract shall become effective upon being sealed or signed (natural person) by Both Parties and being signed by the authorized representatives of Both Parties.



- 12.2 The Contract is made in duplicate (2), each Party shall hold one (1) counterpart, and both counterparts shall have the same legal effect.
- 12.3 Any matters arising from the performance of the Contract shall be addressed by Both Parties through amicable negotiation in a practical and realistic manner. For that purpose, Both Parties may enter into a supplementary agreement based on consensus. The supplementary agreement shall have the same legal effect with the Contract.
- 12.4 The Contract and its attachments constitute the complete agreement between Both Parties, and supersede all written or oral agreements, contracts, understandings and communications contradictory to the Contract and previously entered into between Both Parties concerning the subject matter hereof.
- 12.5 If any provision of the Contract is determined as invalid or unenforceable by any current or future laws and regulations, which doesn't influence the validity of any other provisions of the Contract, then the other provisions of the Contract shall remain valid; Besides, Both Parties shall make adjustment to the invalid or unenforceable provision of the Contract pursuant to the current or future laws and regulations, to the effect that it shall become a valid provision in line with the principles and spirits reflected in the Contract to the maximum extent.
- 12.6 Unless otherwise specified, either Party's failure or delay in exercising its rights, powers or privileges under the Contract shall not constitute its waiver of such rights, powers or privileges, and individual or partial exercise of such rights, powers or privileges by such Party shall not exclude the exercise of any other rights, powers or privileges.
- 12.7 The execution, validity, interpretation, termination and dispute resolution of the Contract shall be governed by relevant laws and regulations of the People's Republic of China.
- 12.8 The attachments to the Contract shall constitute an integral part of the Contract, and shall have the same legal effect with the Contract.

[No main text below]



This is to certify that the Contract is signed by Both Parties on the date first written above:

Party A: DSC LABEL Party B: Xiamen Slowmist Technology

Co., Ltd.

Authorized representative: Authorized representative:

**BI HUANG**