

**SERVICE CONTRACT  
BETWEEN  
HIFI DAO  
AND  
MAINFRAME GROUP, INC.**

This Service Contract ("Contract") is made and entered into on December 12, 2022, by and between Hifi DAO, A Delaware Unincorporated Nonprofit Association ("Client") and Mainframe Group, Inc., a company organized and existing under the laws of the State of Delaware ("Contractor").

1. **Services** - Contractor shall provide the services described in Exhibit A attached hereto (the "Services") to Client.
2. **Term** - This Contract shall commence on the date of execution and shall continue for a period of two (2) years, unless earlier terminated in accordance with the terms of this Contract.
3. **Compensation** - In consideration for the Services, Client shall pay Contractor the sum of twenty-five million (25,000,000) HIFI Tokens. Payment shall be made in accordance with the payment schedule set forth in Exhibit B attached hereto.
  - a. At the time of this contract, it has been determined that there is no current market for the HIFI tokens. Neither the DAO nor the Mainframe Group, Inc. has received confirmation that major exchanges will support the MFT/HIFI token swap. The decision has been made to move forward with the token swap without this confirmation. As such, pursuant to ASC 606-10-32-31 through 31-35 the current price of HIFI is \$0 and the FMV of the contract is \$0.
  - b. Tokens will be sent to the following address: 0x13eD3a270c25164F622514A62DbBe0aed4980188  
Any change to this address must be in writing and verified by Contractor.
4. **Confidentiality** - Contractor shall not disclose any confidential information of Client to any third party without the prior written consent of Client. Confidential information shall include, but not be limited to, any non-public information relating to the business, operations, or strategies of Client.
5. **Termination** - Either party may terminate this Contract upon thirty (30) days' written notice to the other party. However, the payment of 25,000,000 is considered fully guaranteed as the Contractor has made material business decisions (hiring, asset acquisition, etc.) on the assumption of the two-year contract.
6. **Governing Law** - This Contract shall be governed by and construed in accordance with the laws of the State of Delaware.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

Hifi DAO By:



Title:

Member

Date:

December 12, 2022

Mainframe Group, Inc. By:



Title:

CEO

Date:

December 12, 2022

## **Exhibit A: Services**

Mainframe Group, Inc. shall provide the following Services to Client:

- Provide continued support of the protocol, including but not limited to:
  - Maintaining the integrity of the protocol.
  - Addressing any bugs or potential security issues in a timely manner
- Ensuring a smooth transition of responsibility to the DAO
  - Providing continued support of the protocol.
  - Nominating community leaders to participate in the governance process
  - Facilitating the token swap of MFT for HIFI.
  - Appropriately voice concerns and raise attention to the DAO community of any actions that need to be undertaken on behalf of the protocol.
- Execution of a strategy of growth for the Hifi Protocol.
  - Continue to develop strategies with the goal of benefitting the DAO and its members.
  - Seek out and identify potential or opportunities to broaden the reach and potential of the protocol.
  - Actively grow the capabilities of the protocol, in terms of scope and ability.

### **Exhibit B: Payment Schedule**

Payment for services rendered as outlined in Exhibit A shall be as follows: an even distribution of the total 25,000,000 HIFI Tokens over the 24-month period, beginning December 1, 2022 and ending November 30, 2024. Payments may be made at any time according to the discretion of Mainframe Group, Inc. The sum of all HIFI denominated payments made must not exceed the lesser of 25,000,000 HIFI or the result of calculating the number of seconds since December 1, 2022 divided by the total number of seconds between December 1, 2022 and November 30, 2024 multiplied by 25,000,000 HIFI.