

## SERVICE CONTRACT

**THIS SERVICE CONTRACT** (the "Contract") is made and entered into as of \_\_\_\_\_ (the "Effective Date"), by and between **Hifi DAO**, a Delaware Unincorporated Nonprofit Association (the "Client"), and **Mainframe Group, Inc.**, a corporation organized and existing under the laws of the State of Delaware (the "Contractor"). (Client and Contractor may each be referred to herein as a "Party" and collectively as the "Parties".)

**WHEREAS**, Client represents that it is a Delaware Unincorporated Nonprofit Association operating as a decentralized autonomous organization ("DAO") and has the power and authority to enter into this Contract under its governance processes; and

**WHEREAS**, The Client desires to engage the Contractor to perform certain services related to the Hifi Protocol, and the Contractor is willing to perform such services on the terms and conditions set forth in this Contract;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein, the Parties agree as follows:

### 1. SCOPE OF SERVICES

1.1 Services. Contractor shall provide the services described in Exhibit A attached hereto (collectively, the "Services").

1.2 Performance Standard. The Contractor shall perform the Services using at least the standard of care, skill, and diligence normally provided by a professional person or entity in the performance of similar services.

### 2. TERM

2.1 Initial Term. This Contract shall commence on December 1, 2024 (the "Commencement Date") and shall continue for a period of two (2) years (the "Term"), unless earlier terminated in accordance with Section 7.

2.2 Renewal. The Contract may be extended or renewed upon mutual written agreement of the Parties.

### 3. COMPENSATION AND PAYMENT

3.1 Total Compensation. In consideration for the Services, Client shall pay Contractor the total sum of twenty-five million (25,000,000) HIFI Tokens (the "Total Compensation").

3.2 Payment Schedule. The tokens shall be distributed in accordance with the schedule set forth in Exhibit B attached hereto.

3.3 Delivery of Tokens. Tokens shall be sent to the Contractor's designated wallet address, currently `0xff3b05Dc048BB9Cfa137289651a651EEDA9f5957`. Any change to this address must be in writing and verified by the Contractor.

3.4 Token Volatility. The Parties acknowledge that digital assets are volatile and the price of HIFI Tokens may fluctuate significantly. Each Party agrees it is entering into this Contract with the understanding and acceptance of those market risks.

3.5 Tax Obligations. Each Party shall be solely responsible for any taxes, duties, or other fees imposed on it with respect to the receipt, holding, or transfer of tokens under this Contract.

#### **4. REPRESENTATIONS AND WARRANTIES**

4.1 Mutual Representations. Each Party represents and warrants that:

(a) It is duly organized, validly existing, and in good standing under the laws of its jurisdiction.

(b) It has the full right and authority to enter into this Contract and perform its obligations hereunder.

(c) The execution, delivery, and performance of this Contract by such Party do not and shall not conflict with or result in a breach of any other agreement to which it is a party.

4.2 Contractor's Representations. Contractor represents and warrants that:

(a) It has the necessary skill, experience, and resources to provide the Services in a professional and workmanlike manner.

(b) The Services will not infringe upon or misappropriate the intellectual property rights of any third party.

4.3 No Additional Warranties. Except as expressly stated in this Contract, neither Party makes any further warranties, whether express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, or non-infringement.

#### **5. CONFIDENTIALITY**

5.1 Definition. For the purposes of this Contract, "Confidential Information" means any non-public, proprietary, or confidential information in any form or medium (whether oral, written, electronic, or other) that one Party (the "Disclosing Party") discloses to the other Party (the "Receiving Party") and that is marked or identified as confidential or should reasonably be understood as confidential due to the nature of the information.

5.2 Exclusions. Confidential Information does not include information that: (a) is already in the public domain; (b) was already known by the Receiving Party without obligation of confidentiality prior to disclosure by the Disclosing Party; (c) was rightfully obtained from a third party without breach of any confidentiality obligation; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

5.3 Use and Disclosure Restrictions. The Receiving Party shall: (a) use the Disclosing Party's Confidential Information solely for the purpose of performing its obligations under this Contract, and (b) not disclose the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written consent, except as required by law or court order.

5.4 Survival. The confidentiality obligations under this Section shall survive the termination or expiration of this Contract for a period of three (3) years, unless applicable law provides for a longer period or the information qualifies as a trade secret, in which case the obligation remains in effect so long as it remains a trade secret under applicable law.

#### **6. INTELLECTUAL PROPERTY AND WORK PRODUCT**

6.1 Ownership. Unless otherwise specified in Exhibit A or a separate written agreement, any newly created deliverables, code, or materials developed specifically

for Client in the course of performing the Services (the "Work Product") shall, upon payment in full, be deemed owned by Client.

6.2 Pre-Existing Materials. Contractor retains all rights in any of its pre-existing materials, including any underlying technology or software, and grants Client a non-exclusive, royalty-free license to use such materials solely for the purposes of operating, maintaining, and modifying the Work Product.

6.3 Open Source. If the Parties intend the Work Product or aspects of the Hifi Protocol to be open source, they shall include an open source license reference in Exhibit A.

## **7. TERMINATION**

7.1 Termination for Convenience. Either Party may terminate this Contract at any time by providing thirty (30) days' prior written notice to the other Party.

7.2 Termination for Material Breach. Either Party may terminate this Contract immediately upon written notice if the other Party has materially breached any obligation hereunder and such breach remains uncured for ten (10) days after written notice.

### **7.3 Effect of Termination & Payment Obligations.**

(a) If Client terminates the Contract for convenience (i.e., without cause), or if Contractor terminates for Client's material breach, then the full balance of the 25,000,000 HIFI Tokens shall become immediately due and payable, and Client shall deliver any remaining unpaid tokens to Contractor in recognition of the Contractor's reliance on the two-year term.

(b) If Contractor terminates the Contract for its own convenience, or if Client terminates for Contractor's material breach, Contractor shall be entitled only to the portion of the tokens earned on a pro-rata basis through the effective date of termination, calculated in accordance with the vesting/payment schedule in Exhibit B.

7.4 Survival. The rights and obligations of the Parties that by their context are intended to survive termination, including but not limited to confidentiality, intellectual property, limitations of liability, and indemnification, shall survive any expiration or termination of this Contract.

## **8. LIMITATION OF LIABILITY**

8.1 Exclusion of Consequential Damages. To the maximum extent permitted by law, neither Party shall be liable for any indirect, incidental, special, consequential, or punitive damages (including lost profits, lost data, or business interruption) arising out of or related to this Contract, even if it has been advised of the possibility of such damages.

8.2 Liability Cap. Except for a breach of Section 5 (Confidentiality), Section 9 (Indemnification), or in the event of gross negligence or willful misconduct, each Party's total liability under this Contract shall not exceed the total value of the tokens (or equivalent in lawful currency at the time of payment) actually received or payable under this Contract.

## **9. INDEMNIFICATION**

9.1 Contractor's Indemnification. Contractor shall defend, indemnify, and hold harmless Client, its affiliates, and their respective members, officers, directors, agents, and employees from any and all losses, damages, liabilities, costs, and expenses (including

reasonable attorneys' fees) arising out of or resulting from any third-party claims alleging that the Services or Work Product infringe or misappropriate any intellectual property right of a third party.

9.2 Client's Indemnification. Client shall defend, indemnify, and hold harmless Contractor, its affiliates, and their respective shareholders, officers, directors, agents, and employees from any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from any third-party claims related to Client's operation of the Hifi Protocol or any other acts or omissions by Client, except to the extent caused by Contractor's breach of this Contract, negligence, or willful misconduct.

9.3 Indemnification Procedure. The indemnified Party shall promptly notify the indemnifying Party of any such claim, allow the indemnifying Party to control the defense or settlement thereof, and cooperate fully with the indemnifying Party in such defense or settlement.

## **10. MISCELLANEOUS**

10.1 Force Majeure. No Party shall be liable for delays or failures in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, civil unrest, strikes, lockouts, internet or blockchain outages, power failures, regulatory actions, or denial-of-service attacks. If a force majeure event continues for more than sixty (60) days, either Party may terminate this Contract immediately upon written notice to the other Party.

10.2 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

(a) Venue and Jurisdiction. Any dispute arising out of or relating to this Contract shall be brought in the state or federal courts located in Delaware, and the Parties hereby consent to the exclusive jurisdiction and venue of such courts.

(b) Arbitration. The Parties may mutually agree in writing to submit any dispute to final and binding arbitration pursuant to the rules of the American Arbitration Association (AAA), with the seat of arbitration in Delaware.

10.3 Entire Agreement. This Contract, including all Exhibits attached hereto, constitutes the entire understanding between the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

(a) Amendments. No modification or amendment of this Contract shall be effective unless it is in writing and signed by duly authorized representatives of both Parties.

10.4 Severability. If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary, and the remainder of this Contract shall otherwise remain in full force and effect.

10.5 Counterparts / Electronic Signatures. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. Signatures delivered via electronic means (e.g., DocuSign, PDF, or other electronic signature platforms) shall be deemed valid and binding to the same extent as an original.

10.6 Relationship of Parties. Nothing in this Contract creates a partnership, joint venture, agency, or employment relationship between the Parties. Contractor is acting as an independent contractor.

10.7 Headings. The section headings used herein are for reference only and shall not affect the interpretation of this Contract.

10.8 Assignment. Neither Party may assign this Contract or delegate its obligations without the prior written consent of the other Party. Any attempted assignment in violation of this section is void.

*[signature page follows immediately]*

**SIGNATURE PAGE**  
to  
**SERVICE CONTRACT**

**IN WITNESS WHEREOF**, the Parties have executed this Service Contract effective as of the Effective Date.

**CLIENT:**

Hifi DAO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR:**

Mainframe Group, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **SERVICES**

Contractor shall provide the following Services to Client:

1. **Maintenance of Protocol Integrity:** Maintaining the overall stability, and accessibility of the Hifi Protocol.
2. **Hifi v3:** Testing, procuring audits, and deploying Hifi v3.
3. **Bug/Security Issue Resolution:** Addressing any bugs or potential security issues in a timely manner.
4. **Protocol Enhancement:** Identifying and developing potential enhancements to increase the capabilities of Hifi v3.
5. **Support:** Providing ongoing technical and community support for the protocol.
6. **Community Involvement:** Nominating community leaders to participate in governance, engaging the community, and voicing concerns or urgent matters to the DAO community.
7. **Migration from Hifi v2 to Hifi v3:** Assisting users and community members in the transition to the new protocol.
8. **Growth Strategy Execution:** Executing a growth strategy for the Hifi Protocol, including:
  - Developing strategies for the benefit of the DAO and its members.
  - Leading community initiatives to broaden reach and utility of the protocol.
9. **Scope Enhancements:** Actively growing the capabilities of the protocol in terms of scope, features, and overall functionality.

**EXHIBIT B**  
**PAYMENT SCHEDULE**

1. Total Compensation: 25,000,000 HIFI Tokens.
2. Vesting/Distribution Period: 24 months, beginning on December 1, 2024 and ending on December 1, 2026.
3. Pro-Rata Vesting:
  - The maximum number of tokens to which Contractor is entitled at any point in time is calculated by multiplying 25,000,000 by the ratio of (i) the number of seconds elapsed since December 1, 2024, to (ii) the total number of seconds in the 24-month period ending November 30, 2026.
  - At the end of the 24-month period (December 1, 2026), any undistributed portion of the 25,000,000 tokens shall immediately vest and be due to Contractor.
4. Frequency of Transfers:
  - Transfers may be made at the Contractor's discretion, provided that the total tokens transferred at any time do not exceed the pro-rata number described above.