

## 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 March 27, 2025 (the "Commencement Date") and shall continue until March 27, 2026 (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 Eight Hundred Thousand Dollars (\$800,000.00) (the "Total Compensation").

3.2 Payment Schedule. The Total Compensation shall be distributed as a one-time payment at the start of the Term.

3.3 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 value 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.

(d) This contract supersedes any previous contracts, representations, or agreements made between the Parties.

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.

## **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. If Client terminates the Contract for convenience (i.e., without cause), or if Contractor terminates for Client's material breach, then the Total Compensation shall not be returned to Client, in recognition of the Contractor's reliance on the Term.

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 portion of Total Compensation 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. DAO Administration**

- Overseeing the conclusion of existing HIP 6 obligations
- Maintaining a Uniswap v3 pool for HIFI liquidity using DAO assets
- In case of final DAO wind down:
  - 1. Burning of all DAO owned HIFI tokens
  - 2. Liquidation of remaining DAO owned assets into ETH and make available proceeds to HIFI token holders
- Overseeing existing RWA loans in the Hifi Protocol to ensure return of borrowed funds to the DAO
- Continued engagement with centralized exchanges that already support a market for the HIFI token

#### **2. DAO Accounting**

- Bookkeeping
- Tax Filing

#### **3. Technical Infrastructure Maintenance**

- Continued Maintenance and support for the hifi.finance website, Hifi Protocol web app, blog, and forum.
- Maintenance of the liquidator bots associated with the Hifi Protocol
- Support for ETH and existing RWAs as collateral

Specific Exclusions Include:

- Marketing Initiatives
- New product development, including Hifi v3 and Crown Ribbon.