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| **Guild Security Review** |

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| Cantina www.cantina.xyz |

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| **Issued** {DAY\_ISSUED} |

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| **Expires** {DAY\_EXPIRES} |

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| **SOW** |

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| SCOPE OF WORK |

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| **Guild Overview {GUILD\_NAME}** is a guild on Cantina lending their own reputation and credibility to engage in an assessment to review **{CLIENT}** ’s smart contracts as specified in the scope mentioned within Exhibit A. |

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| **{CLIENT}**  Legal Address |

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| **POC 1**  Position  Email |

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| **POC 2 (if applicable)**  Position  Email |

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| **Guild Security Review** |

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| Security Review Agreement |

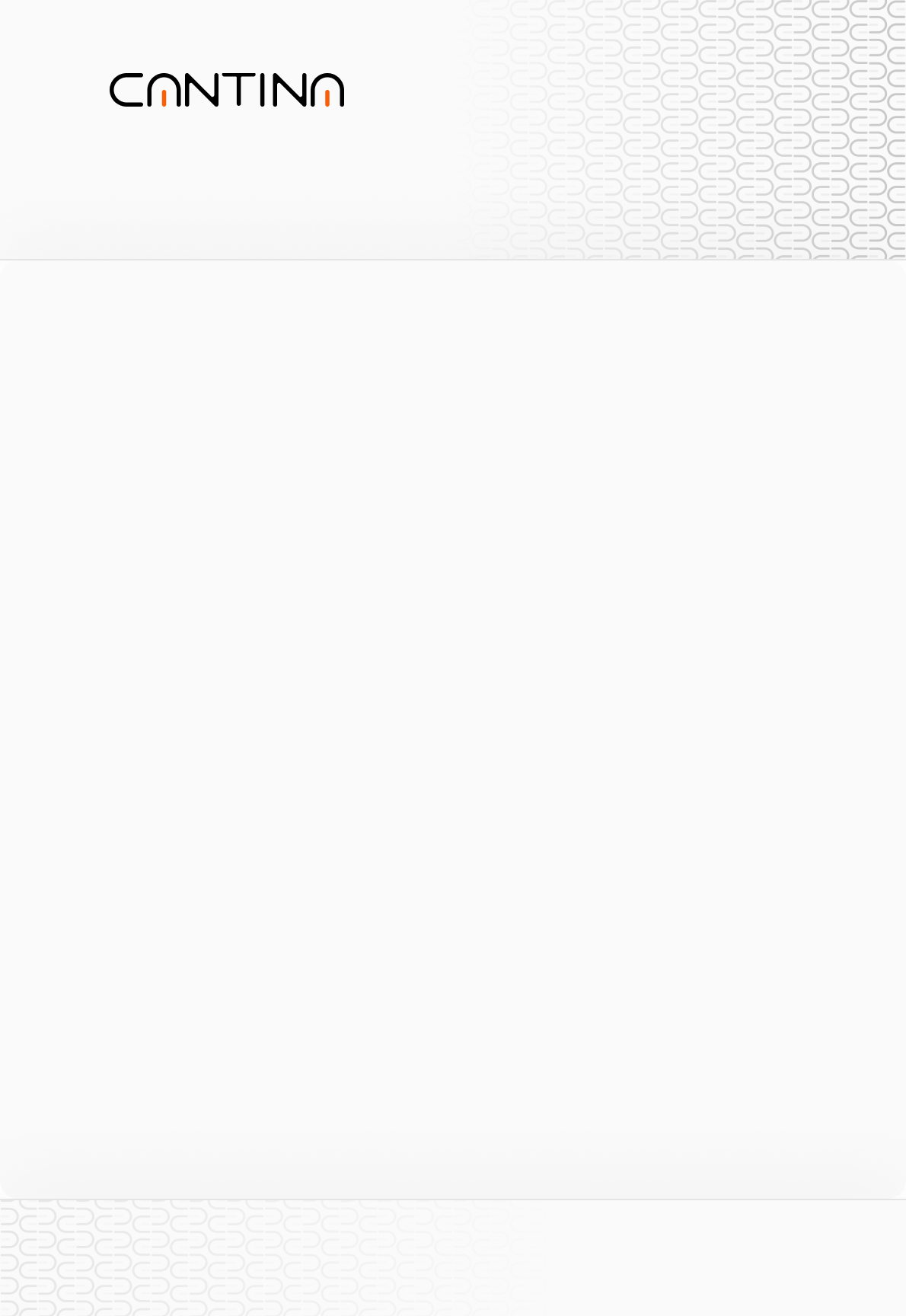
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| THIS SECURITY REVIEW AGREEMENT (this “Agreement”) is hereby made and entered into as of the date set forth above by and between the undersigned Provider or Providers (hereinafter defined) and the Client listed above.    WHEREAS, pursuant to this Agreement, Client desires to engage Providers to perform certain smart contract security review services, as further described in the Scope of Work (collectively, the “Services”), attached hereto as Exhibit A (the “SOW”);    WHEREAS, the engagement of Providers by Client has been facilitated by Spearbit Labs Inc. DBA “Cantina” on Cantina’s open and generalized white label platform facilitating matches between smart contract review specialists (“Provider” or “Providers") and clients seeking smart contract security reviews, together with any related services offered by Cantina in connection with operating and supporting that platform (the “Platform”); and  WHEREAS, Cantina, Provider and Client may collectively be referred to herein as the “Parties” and each a “Party”). |

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| Scope of work |

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| Subject to the terms of this Agreement, Providers will provide the Services and furnish the deliverables specifically identified in one or more mutually executed SOWs or other ordering document referencing this Agreement. Provider shall perform the Services in a professional manner in accordance with industry standards. All Services under any SOW are subject to the terms of this Agreement. |

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| **Guild Security Review** |

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| Price and Payments |

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| The fees for the Services shall be set forth in the schedule of fees included in the SOW. Client shall make payments in accordance with the schedule described in the SOW. Payments shall be made in USDC to Cantina’s Ethereum Mainnet address specified on the SOW or Provider’s invoices. Neither Cantina nor Provider will be responsible for any misdirected payments or Ethereum network failures.    Payments made to Cantina for Services are collected on behalf of Providers and are transferred directly to the Provider’s payment account, less any associated network, service or processing fees.    Payments will become due as specified in the SOW. When the Services (or a segment thereof as pre-agreed in writing by Client and the Provider) are deemed completed by the Provider, Cantina will inform Client that the Services (or a segment thereof as pre-agreed in writing by Client and the Provider) are complete and process payment to the Provider in accordance with the agreed upon payment schedule.    Client may submit disputes over Services or payment directly to Cantina. If Client does not dispute Provider’s deliverables within 48 hours of the receipt of the same, the deliverables shall be deemed accepted. |

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| Cantina’s Disclaimer of Warranties |

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| Cantina does not provide Services to Client directly. Cantina facilitates audit services between Client and selected teams of security Providers (hereinafter collectively referred to as “Provider” or “Providers) offering their services through Cantina’s |

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| Cantina’s Disclaimer of Warranties |

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| open and generalized white label platform facilitating matches between Providers and clients (“Cantina Marketplace”). Providers are not the employees or agents of Cantina and Cantina is not an employment agency. Providers are independent professionals who offer to perform audit and consulting services for prospective audit clients sourced through Cantina Marketplace. Unless otherwise set forth in this Agreement, Cantina does not guarantee and has no obligations under any audit engagements or other service contracts between Client and Providers.    Cantina is not liable for the actions or omissions of Provider’s Services performed for or on behalf of Client. While Cantina performs standard KYC processes and uses commercially reasonable efforts to confirm that Providers are qualified in their respective expertise, Cantina does not make any specific warranty, guarantee, or representation as to the ability, competence, quality, or qualifications of any Provider. Cantina does not warrant or guarantee that Providers are covered by professional liability insurance. Cantina encourages Client to thoroughly vet and review the qualifications of the Provider before engaging the Provider for the Services. Both Provider and Client are free to supplement this Agreement with such other written instruments as they may deem necessary to define the scope, deliverables, terms, and conditions of the Services provided such writings do not contradict the terms of this Agreement. |

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| Representations and Warranties of Provider and Client |

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| Each Provider and Client represents and warrants on its own behalf as follows: (a) if such Party is a corporation, partnership, limited liability company or other type of entity, it is duly organized, validly existing, and in good standing under |

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| Representations and Warranties of Provider and Client |

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| the laws of its jurisdiction of incorporation or organization; (b) it has all necessary power, authority, and capacity to execute, deliver, and perform its obligations under this Agreement; (c) it has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with or that would hinder its performance of its obligations under this Agreement; and (d) it has complied with, is not in violation of, and will continue to comply with, all applicable laws, statutes, rules, and regulations. |

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| Client Responsibilities |

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| Client shall provide Provider with any final repository to be reviewed, identified by commit number, in accordance with the schedule set forth in the Scope of Work, or if no schedule is specified, no later than one calendar day before any Services are scheduled to begin with respect to such code.  Any delay in delivery of any final repository may result in a substantial delay of security review completion, provided that Provider shall continue to use best efforts to complete an audit following any such delay.    During the course of the Services, Client shall promptly respond to any questions or requests for information from Provider.  Client understands that failure to timely respond to such requests may result in a delay of the Services, but, in such case, Client shall be obligated to pay Provider in full in accordance with the original payment schedule provided Provider is otherwise in compliance with its obligations hereunder. |

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| Client Responsibilities |

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| Client represents and warrants that Client is in compliance and agrees that in the future Client will comply with all laws, regulations, official directives and authorizations (“Applicable Laws”) applying to Client or any of Client's property, assets or business. Client will notify Auditors and Cantina immediately of any known or suspected violation of Applicable Laws. |

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| Non-Circumvention |

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| For the two-year period immediately following the Effective Date, Client and Providers covenant not to circumvent, or attempt to circumvent, Cantina or this Agreement, or in any way procure services from Providers outside of Cantina Marketplace, without Cantina’s prior written consent. |

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| Publication of Review Report: Public Statements |

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| Client releases Cantina and Provider from any claims or damages arising from or related to publication of any security review report prepared for Client. Notwithstanding the foregoing, neither Party may issue any press releases, social media posts, or similar public announcements in connection with this Agreement or the Services matters detailed in it without the prior written consent of all other Parties (email sufficing). |

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| Disclaimers; Acknowledgement |

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| Provider’s Services are strictly limited to those described in the SOW.  Any Services not specifically itemized are not required to be provided unless otherwise agreed to by the Parties in writing. Without limiting the generality of the foregoing, Provider’s Services do not include: review of code not included in Client’s final repository; quality assurance testing of any front-end applications; or advice on Client’s business or economic model.    Client understands that a security review is not a guarantee against losses, including without limitation losses due to malicious attacks, human error, or code failure.  Cantina and the Provider expressly disclaims any such guarantees.  Client is responsible for ensuring the security of its code. |

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| Use of Marks |

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| Neither Party shall use any Marks (hereinafter defined) of the other Party except as set forth in this Agreement.  Each Party agrees that the other Party and/or its affiliates are the sole owners of the Marks and they will do nothing inconsistent with that ownership.  "Marks” means the trade names, trademarks, service marks, logos or other commercial symbols of a Party hereto or any of its affiliates. |

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| Limitation of Liability |

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| CANTINA SHALL NOT BE LIABLE TO CLIENT FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL LOSSES OR DAMAGES OF  ANY KIND OR |

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| Limitation of Liability |

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| OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST RECORDS OR DATA, LOST SAVINGS, LOSS OF USE OF FACILITY OR EQUIPMENT, LOSS BY REASON OF FACILITY SHUT-DOWN OR NON-OPERATIONS OF INCREASED EXPENSE OF OPERATIONS, OR OTHER COSTS, CHARGES, PENALTIES, OR LIQUIDATED DAMAGES, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS COULD HAVE BEEN REASONABLY FORESEEN. CANTINA’S LIABILITY FOR DAMAGES HEREUNDER AND UNDER ANY AMENDED OR SUPPLEMENTAL SCOPE OF WORK AND/OR ANY RESULTING WORK PRODUCT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO CANTINA UNDER THIS AGREEMENT.    PROVIDERS’ LIABILITY FOR DAMAGES HEREUNDER AND UNDER ANY AMENDED OR SUPPLEMENTAL SCOPE OF WORK AND/OR ANY RESULTING WORK PRODUCT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL RECEIVED BY  PROVIDERS UNDER THIS AGREEMENT. |

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| Indemnification |

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| Provider and Client shall each indemnify, defend, and hold harmless Cantina and its affiliates, and its and their respective officers, directors, shareholders, employees, agents, successors, and assigns, from and against any threatened claims, pending claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees (collectively, “Losses”), arising from or relating to any losses stemming from this Agreement and the Services, |

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| Indemnification |

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| including in relation to any code developed by or on behalf of Client, including without limitation code which is the subject of any security review hereunder. |

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| OFAC Representation |

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| Client is not, and shall not be at any time, a person with whom Cantina or Provider are restricted from doing business under the regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of Treasury of the United States of America (including, those persons, entities or smart contracts named on OFAC’s Specially Designated and Blocked Persons list) or under any statute, executive order (including, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or otherwise be associated with such persons, entity or smart contracts. In addition, Client hereby agrees to provide to Cantina and Provider any information that Cantina or Provider deem necessary from time to time in order to ensure compliance with all applicable laws concerning money laundering and similar activities. |

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| Governing Law |

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| This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard for conflict-of-law principles that would result in the application of the law of a jurisdiction other than the State of Delaware. |

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| Assignment |

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| Neither Client nor Provider may assign this Agreement or any rights or obligations hereunder without the prior written consent of Cantina, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, each of the Parties may, without such consent, but with notification, assign this Agreement and its rights and obligations hereunder to any of its Affiliates or in connection with the transfer or sale of all or substantially all of the portion of its business to which this Agreement relates or in the event of its merger or consolidation with a third party. Any permitted assignee will assume all obligations of its assignor under this Agreement in writing concurrent with the assignment. Any purported assignment in violation of this clause will be void. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assignors under this clause. Cantina may freely assign this Agreement or any rights and obligations hereunder.    For purposes of the foregoing paragraph, “Affiliate” shall mean, as to any person or entity, any other person or entity that, directly or indirectly, controls, or is controlled by, or is under common control with, such person or entity. For this purpose, “control” (including, with its correlative meanings, “controlled by” and “under common control with”) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a person or entity, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise. |

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| Dispute Resolution |

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| Any disputes arising out of or related to Agreement shall be submitted to |

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| Dispute Resolution |

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| binding arbitration in Dade County, Florida before a single arbitrator of the American Arbitration Association (“AAA”). The AAA Commercial Rules shall govern the proceeding.  The arbitrator shall be a licensed attorney selected by application of the Commercial Rules of the AAA, or by mutual agreement of the parties.  The arbitrator’s award shall be final and binding upon the parties.    To the extent court action is authorized under this Agreement, such as in the case of an action to enforce an arbitration award, any action arising out of or related to this Agreement shall be brought in the state or federal courts located in Dade County, Florida, and the parties hereby irrevocably consent to the jurisdiction of such courts.    In the event of any legal proceeding between Provider and Client with respect to the interpretation or enforcement of this Agreement, the prevailing Party in such proceeding shall be entitled to an award of its costs and reasonable attorneys’ fees incurred in connection with such proceeding. |

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| Independent Contractor Relationship |

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| Provider’s relationship with Client will be that of an independent contractor. Any relationship between the Parties hereto shall not constitute a partnership, joint venture or agency. No Party hereto shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party. |

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| Disclaimer |

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| EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND ANY DELIVERABLES ARE BEING PROVIDED “AS IS,” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES OF NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, CANTINA MAKES NO OTHER WARRANTIES AND SHALL NOT BE LIABLE FOR ANY ERROR IN THE SERVICES OR DELIVERABLES UNDER ANY CIRCUMSTANCES. |

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| No Third-Party Beneficiaries |

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| This Agreement is intended for the benefit of the parties hereto, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. |

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| Termination |

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| Any Party may terminate this Agreement for any reason upon four weeks’ written notice to the other.  Client shall be responsible for payment through and including the final date of the notice period provided Provider continues to perform its duties hereunder through the date of termination.  Any incomplete Services at termination shall be billed pro rata according to Provider’s standard rates. |

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| **Guild Security Review** |

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| Force Majeure |

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| Neither Cantina nor Provider shall be liable for non-performance of any obligation under this Agreement caused by circumstances beyond its control, including, without limitation: natural catastrophes, extreme weather conditions, fire, war, strikes, hostilities, acts of terrorism, civil unrest, governmental interference, embargoes, or pandemic. |

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| Notice |

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| All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or by telecopy or telefacsimile, upon confirmation of receipt, (b) on the first business day following the date of dispatch if delivered by a recognized next-day courier service, or (c) on the tenth business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the parties at the addresses set forth on the signature page hereto. Any notices to Cantina shall be sent to 2045 Biscayne Blvd #131 Miami FL, 33137 US, Attn: support@cantina.xyz. Any notices to Cantina shall require a copy be sent to Campbell Teague LLC, Attn: Mark Swiderski, 16 W. North St., Greenville, SC 29601 and mark@campbellteague.com. Any communication or notice given by email is effective upon the sender’s receipt of confirmation generated by the recipient’s email system that the notice has been received by the recipient’s email system. |

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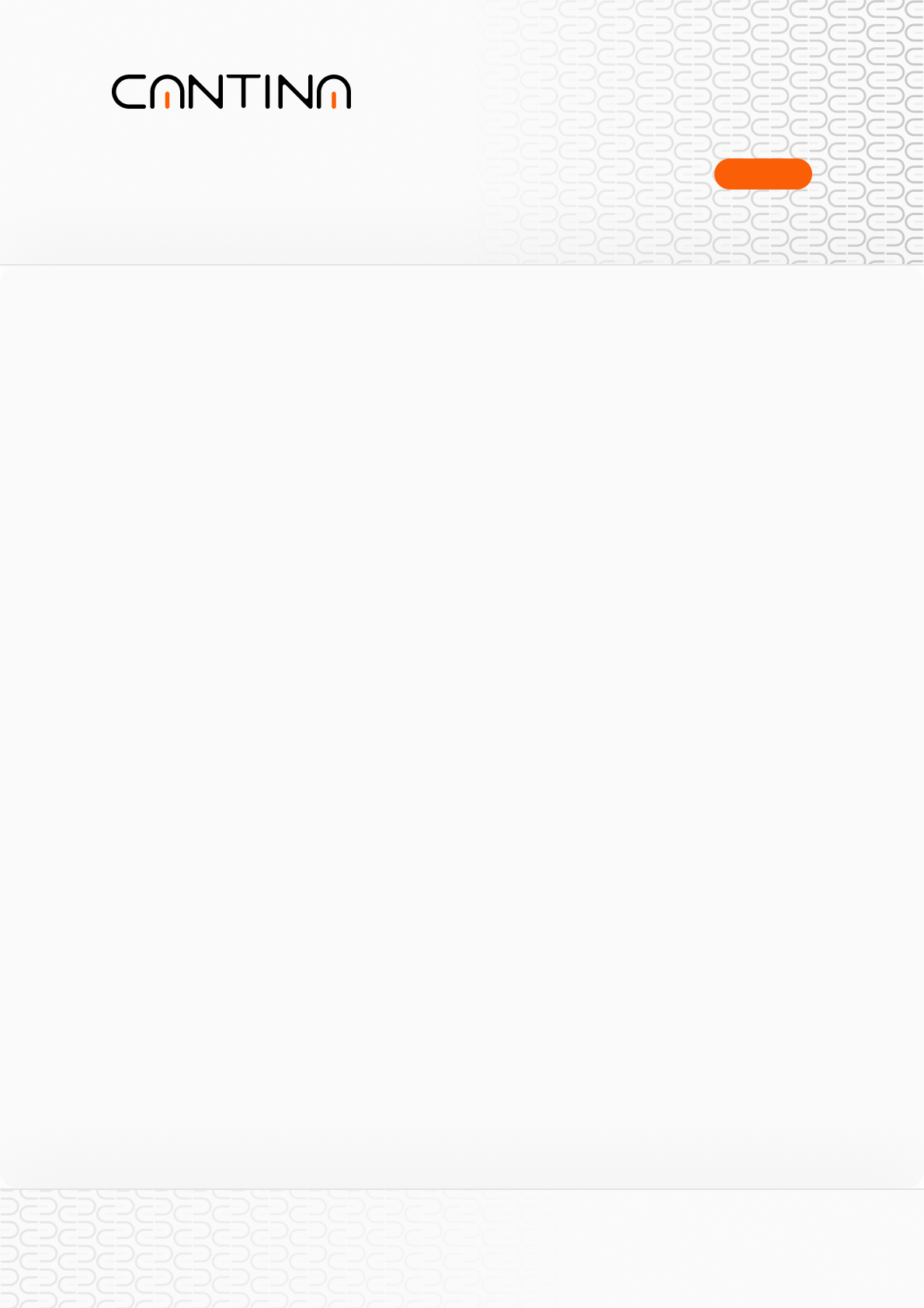
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| **Guild Security Review** |

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| Complete Agreement; Amendments |

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| This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.    No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement.  No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.  **BY SIGNING TO THIS AGREEMENT OR ANY SCOPE OF WORK HEREUNDER, OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THE FOREGOING OR ACCEPTING THE SERVICES THEREUNDER, THE UNDERSIGNED HEREBY  REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ORGANIZATION OR LEGAL ENTITY AND ITS AFFILIATES TO THIS AGREEMENT.** |

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| **Guild Security Review** |

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| **Exhibit A** |

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| **Scope of Work** |

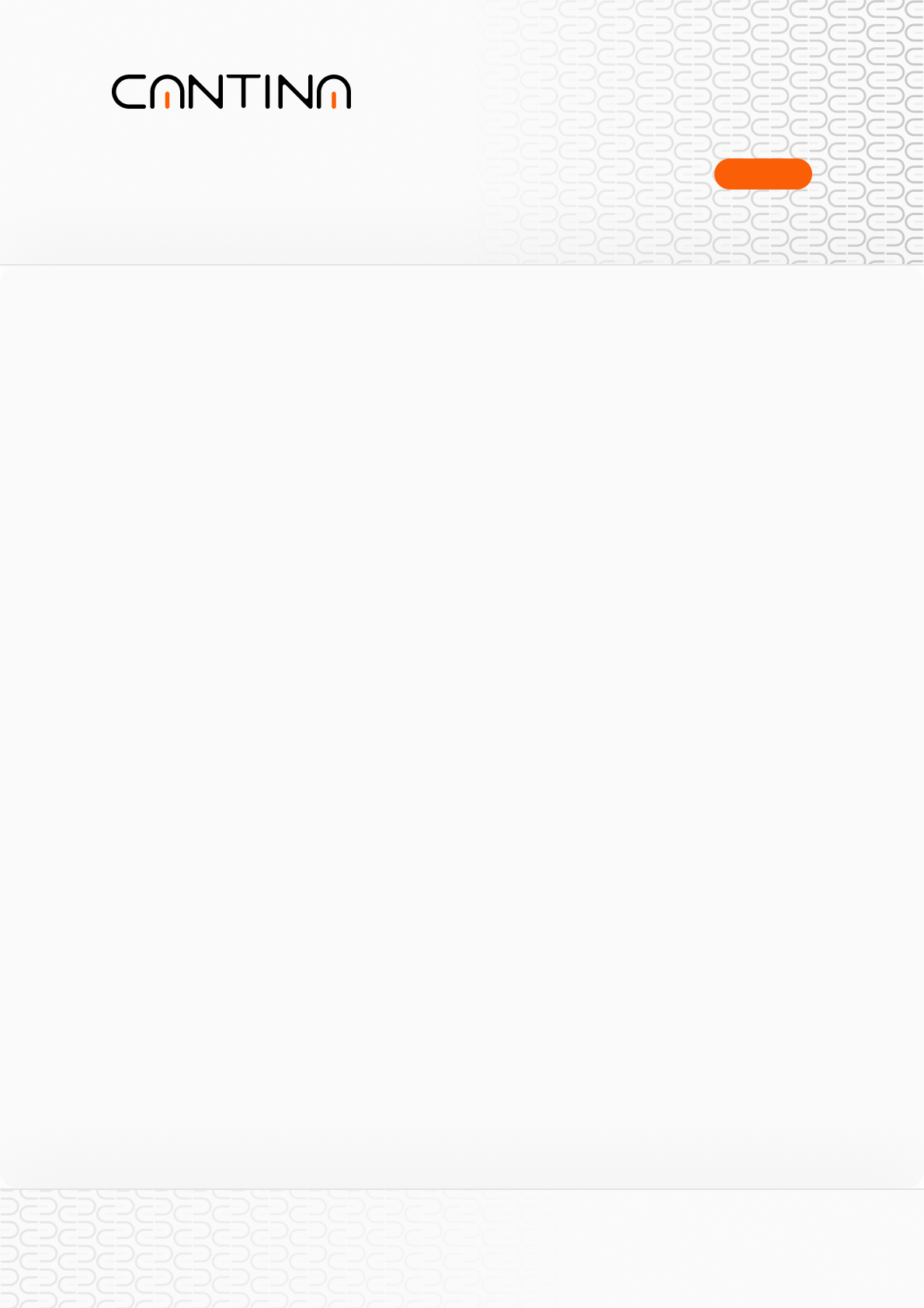
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| This Scope of Work (this “SOW”) is subject to the terms of the Security Review Agreement (the “Agreement”) to which it is attached, which are hereby incorporated by reference.  Capitalized terms not otherwise defined in this Scope of Work shall adopt the meaning assigned thereto in the Agreement.   **Total Fee**: ${TOTAL\_AMOUNT}  **Marketplace Fee**: {FEE}%  **Payment Due Date**: {PAYMENT\_DUE\_DATE}  **Security Review Start Date**: {SECURITY\_REVIEW\_START\_DATE}  **Security Researcher Review Period**: {REVIEW\_PERIOD\_WEEKS} weeks    **Client Review Period:** {FIX\_PERIOD} weeks |

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| Scope of Services: Deliverables |

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| Provider will provide Client with the following Services:  Manual smart contract code review and testing of all issues committed to a common code repository as of the Security Review Start Date (the "Security Review").    Provider shall produce a preliminary report of its findings (the “Preliminary Report”), which shall be subject to comments, fixes and iterations as further set forth below. |

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| **Guild Security Review** |

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| **Exhibit A** |

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| Scope of Services: Deliverables |

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| Upon conclusion of the Client Review Period (hereinafter defined), Provider will deliver the final report memorializing its findings and documenting any fixes (the “Final Report”). |

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| Timeline |

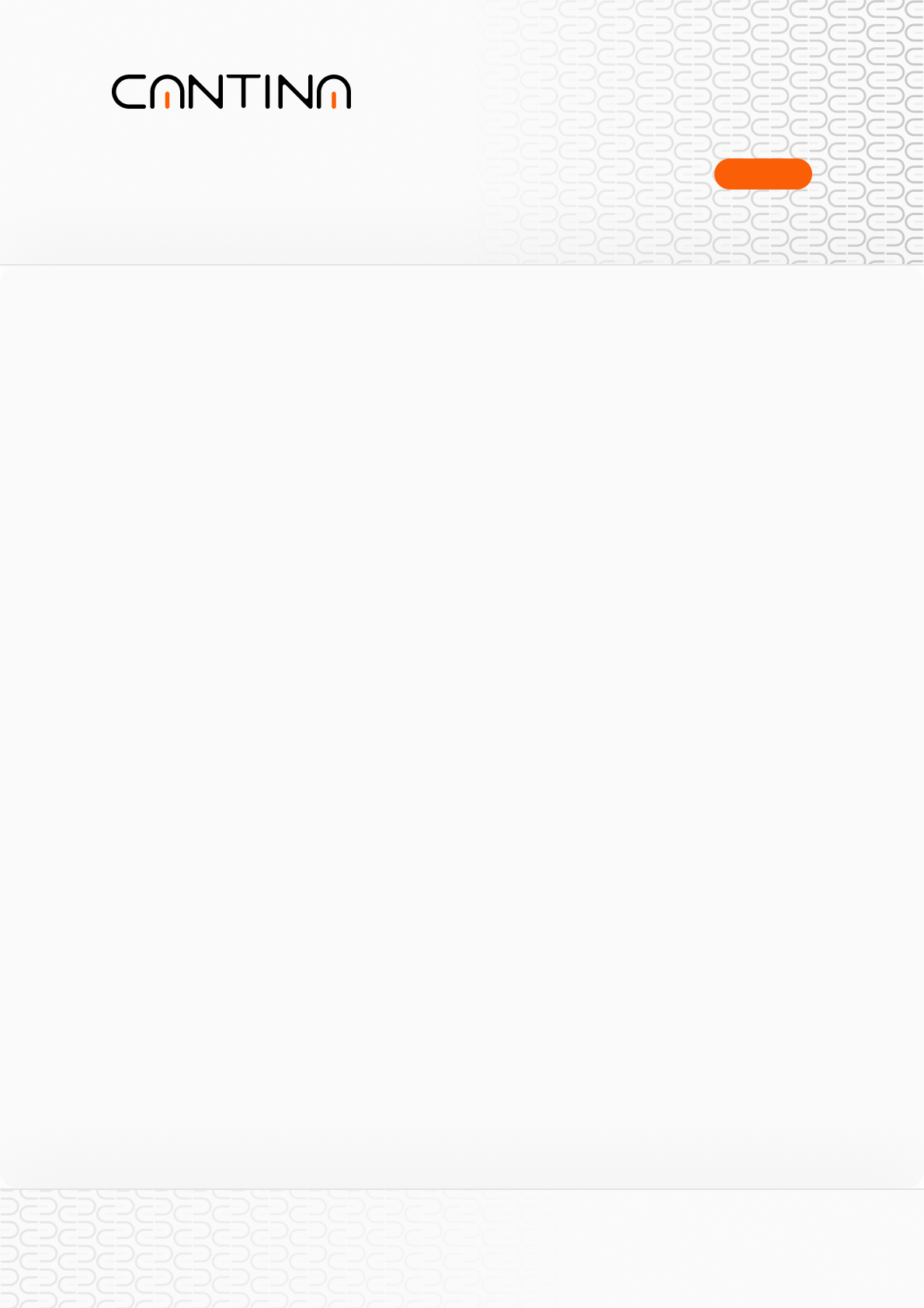
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| The Services shall be rendered in accordance with the following timeline:    Provided that Client has submitted its final commit hash at least one day prior to the Security Review Start Date, the Security Review shall commence on the Security Review Start Date.    Provided that Client timely cooperates throughout the Client Review Period and the Security Review process, Provider shall deliver (i) the Preliminary Report immediately following the Provider Review Period, (ii) the Final Report immediately following the Client Review Period. |

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| Deposit: Payment |

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| Client agrees to pay all amounts due by such dates as are indicated in this SOW. Any delays in payment may result in delayed Services. Unless otherwise instructed by Cantina in writing, payments shall be made in USDC to Cantina’s Ethereum multisig indicated below:   * **cantina.eth (0x3Dcb7CFbB431A11CAbb6f7F2296E2354f488Efc2)** |

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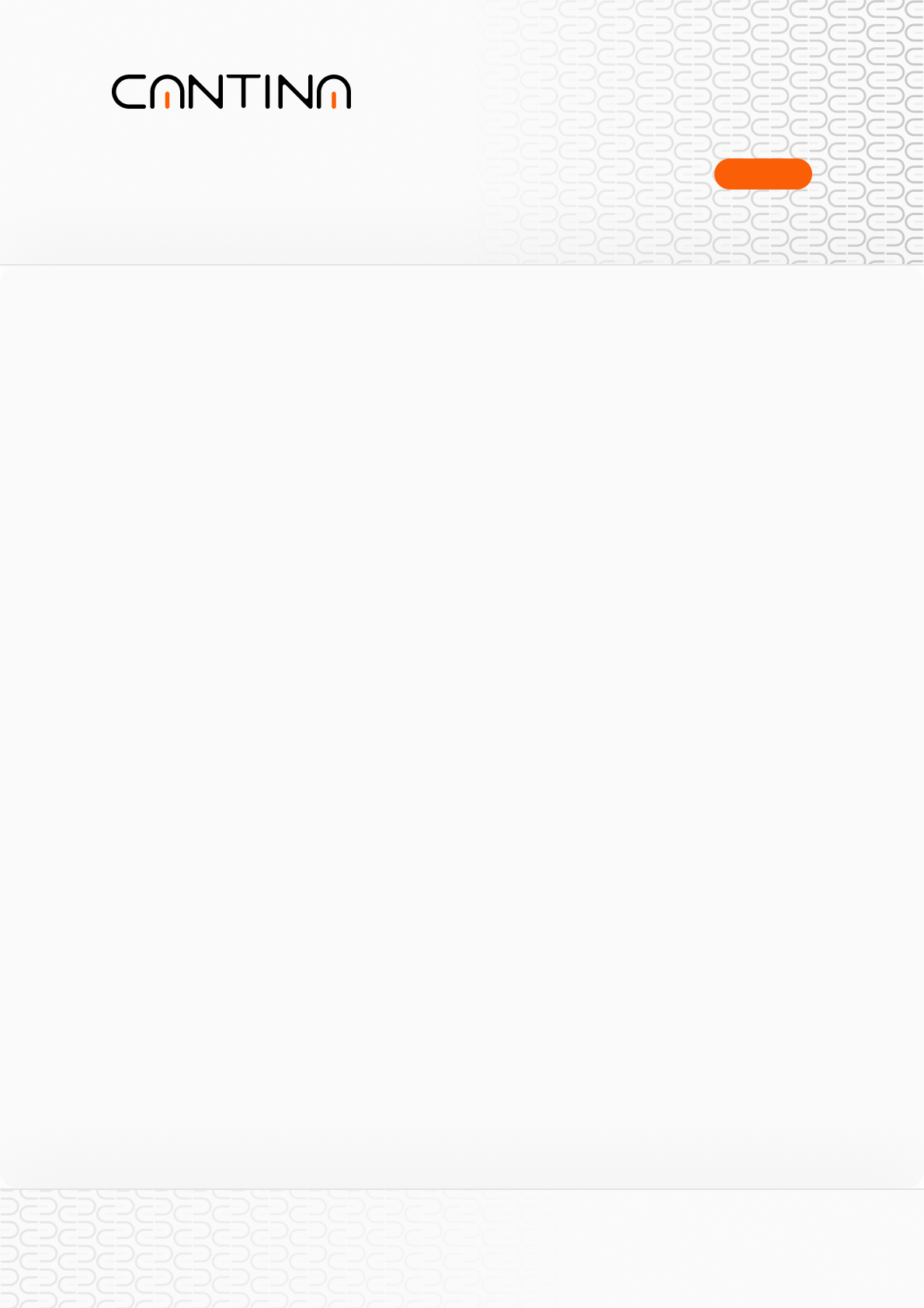
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| **Exhibit A** |

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| Work Flow |

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| This SOW is applicable only to the repo and specific smart contract provided by Client and accessible at the URLs below:     * **{SCOPE}**     Client shall provide the final commit hash at least one day prior to the Security Review Start Date and provide notice of the same to Provider, identifying the commit hash by commit number. Client understands and agrees that the Security Review will be conducted on the final commit hash only.    Client shall designate not more than three of its engineers or officers to serve as the sole points of contact between Client and the Provider.    Provider will schedule opening and closing calls with Client’s designated team.  The Provider will coordinate with Client’s designated team to develop a collaboration and implementation plan.    The Provider will conduct the Security Review in a shared Github repository to which Client will be given access. Client will be able to see the work of the Provider as it is performed. Client agrees to reasonably cooperate with the Provider throughout the Security Review process, including, without limitation, actively monitoring the review process, commenting on issues, and responding to questions.    The Provider will respond to all comments and questions from Client’s designated team within 48-72 hours. |

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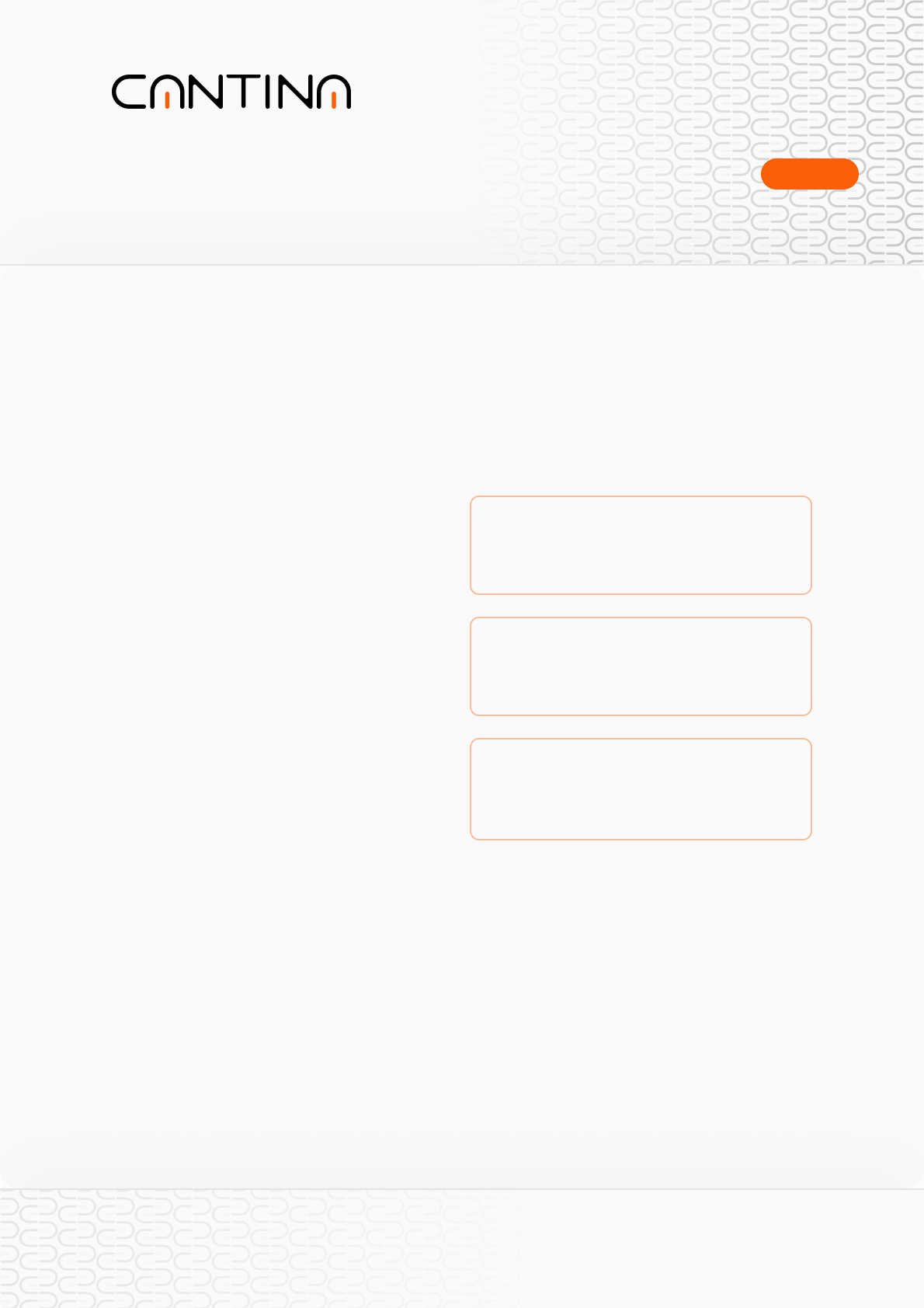
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| **Exhibit A** |

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| Work Flow |

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| Client shall collaborate with the Provider to address the findings of the Preliminary Report and document all fixes during the Client Review Period. Provided that Client timely relays all fixes and that such fixes adequately resolve the issues identified, in the sole discretion of the Provider, the Final Report will include express acknowledgements of the same.    Provider cannot guarantee that the Client Review Period will provide Client with sufficient time to resolve all findings, especially fixes made during the Client Review Period that may be deemed inadequate. Client understands that satisfactory results are largely dependent on Client’s timely and diligent cooperation throughout the Security Review process. Client understands that during the Client Review Period, the Provider will be available on a stand-by basis (i.e., 20% capacity). |

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| **Managed Security Review** |

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| **Exhibit A** |

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| Provider Team |

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| The Provider team shall mean the following team of researchers: |

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| **Security Researcher Guild** |

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| **{GUILD\_NAME}** |

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| **Security Researchers** |

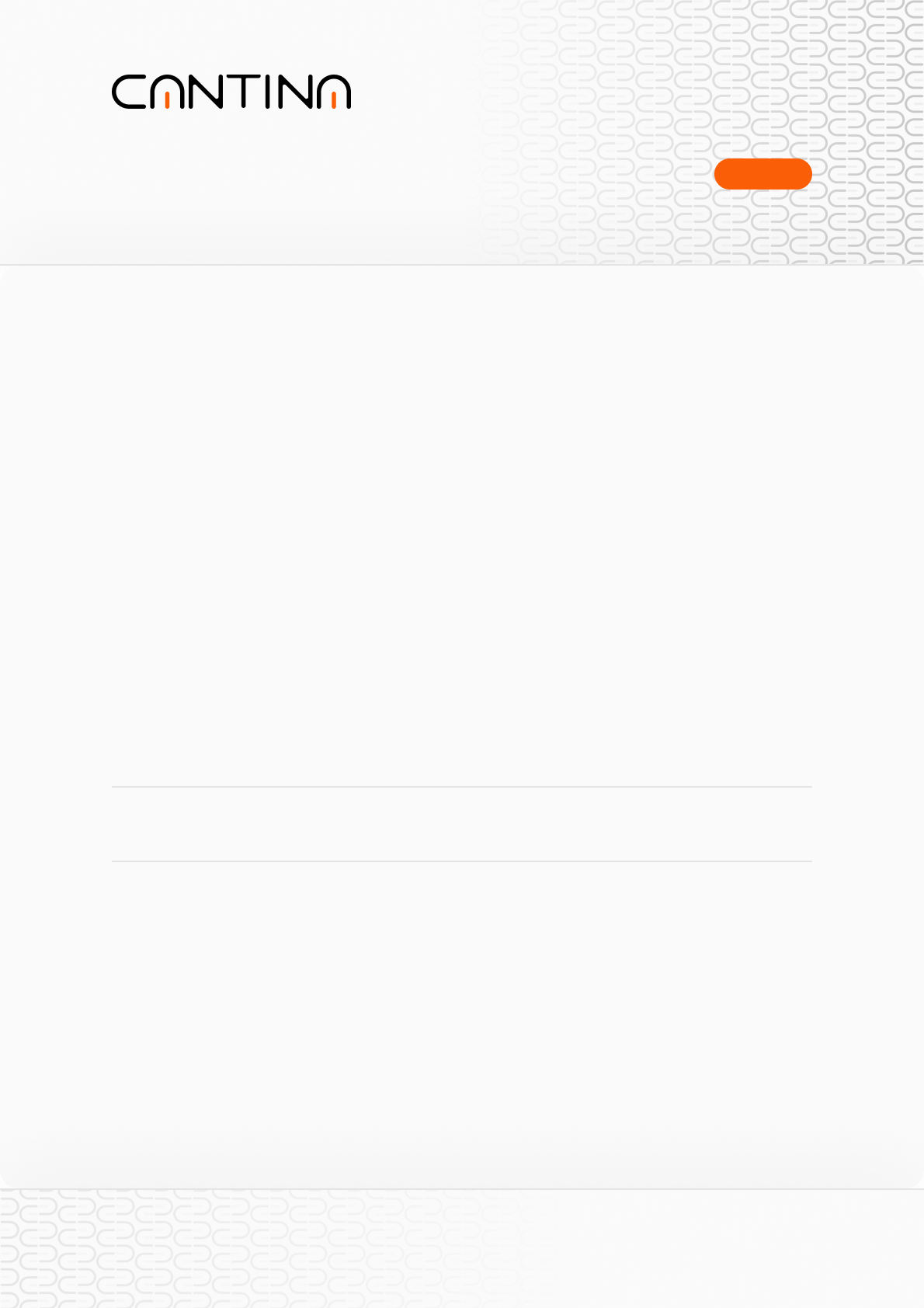
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| **{RESEARCHER\_NAMES}** |

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| **Additional Information** |

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| **{ADDITIONAL\_TEAM\_INFO}** |

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| **Guild Security Review** |

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| **Exhibit A** |

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| Fee Schedule |

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| The fees for the Services shall be charged and paid in accordance with the following schedule: |

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| **PROVIDER SERVICES** |

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| **QTY** |

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| **RATE** |

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| **TOTAL WEEKS** |

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| **FEE** |

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| Security Review |

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| {QUANTITY} |

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| $ {RATE} |

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| {REVIEW\_PERIOD\_WEEKS} |

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| $ {COST} |

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| **Marketplace fee (20%)** |

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| **$ {FEE}** |

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| **Subtotal** |

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| **$ {SUBTOTAL}** |

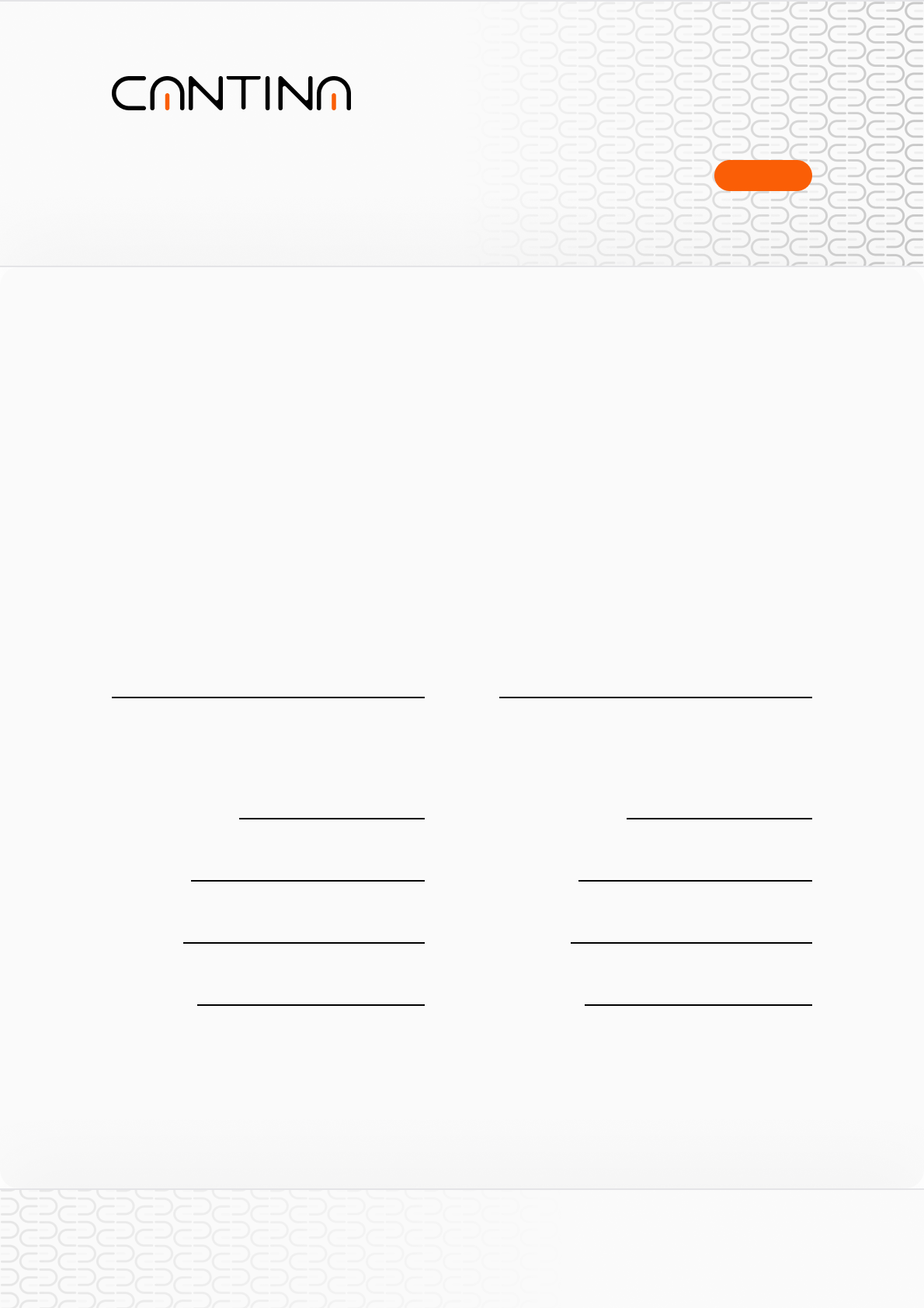
|  |
| --- |
| **Total:** |

|  |
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| **${TOTAL\_AMOUNT}** |

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| --- |
| (Signature Page Follows) |

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| --- |
| Confidential |



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| **Guild Security Review** |

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| --- |
| **Exhibit A** |

|  |
| --- |
| Signatures |

|  |
| --- |
| The above SOW is hereby acknowledged and agreed as of the last date set forth below. |

|  |
| --- |
| **CLIENT: {CLIENT}** |

|  |
| --- |
| legal name and state/country of organization |

|  |
| --- |
| **SIGNATURE:** |

|  |
| --- |
| **NAME:** |

|  |
| --- |
| **TITLE:** |

|  |
| --- |
| **DATED:** |

|  |
| --- |
| **Provider: {GUILD\_NAME}** |

|  |
| --- |
| legal name and state/country of organization |

|  |
| --- |
| **SIGNATURE:** |

|  |
| --- |
| **NAME:** |

|  |
| --- |
| **TITLE:** |

|  |
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| **DATED:** |

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| --- |
| Confidential |