

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”), effective as of [REDACTED] (the “Effective Date”), is by and between Hexens Solutions LLC (“Service Provider”), a United States company limited by shares, and [REDACTED] (“Customer”), a [REDACTED] company limited by shares (each a “Party” and, together with the Service Provider, the “Parties”). In consideration of the mutual promises and agreements contained herein, the sufficiency of which is recognized by the Parties, the Parties hereby agree to the following terms and conditions.

1. Services. Service Provider shall provide to Customer services (the “Services”) as described in one or more statements of work executed by the Parties (each, a “Statement of Work” or “SOW”), including the provision of any Deliverables (as defined below) to the extent described in an applicable SOW. An SOW shall be deemed executed only if signed by the Service Provider and an authorized representative of the Customer. The initial SOW is attached hereto as Exhibit A. The completion dates set out in an SOW are initial and may be reasonably amended during the term of Services, without affecting the Fees for the Services. If the scope of work and Deliverables is exceeded and/or amended as a result of Customer’s request for additional services, the Service Provider may reassess the completion dates and the Fees necessary to perform such additional Services; provided that the applicable SOW will only be deemed to have been modified, and any new completion dates and/or Fees accepted, upon the prior written consent of the Customer.

2. General Obligations. Service Provider shall: (a) provide the Services in a commercially reasonable manner; (b) assign any number of employees or contractors that it deems sufficient to perform the Services set out in each SOW; and (c) permit Customer to inspect the Services upon reasonable notice and during normal business hours. Customer shall: (a) designate one of its employees or agents to act as its authorized representative with respect to matters pertaining to this Agreement and each SOW; (b) cooperate with Service Provider in its performance of the Services, including by providing Service Provider with access to Customer’s data, software and code, in addition to any other information required for Service Provider to perform the Services; and (c) take all steps necessary to prevent Customer-caused delays in Service Provider’s provision of the Services, namely, provide a 3-week prior notice about any proposed delay of the Start day. Service Provider’s duty to perform the Services is contingent entirely on Customer providing Service Provider with complete and accurate information.

3. Fees and Expenses.

3.1 Fees. Customer shall pay the fees specified in each Statement of Work (“Fees”) in consideration of the Services and the rights granted under this Agreement. Service Provider may require the Fees to be paid in instalments and will issue an invoice for each instalment. Unless an SOW expressly provides otherwise, each invoice is due within fourteen (14) calendar days of receipt and, in any event, no later than thirty (30) calendar days after completion of the relevant Services.

3.2 All Fees are denominated in U.S. Dollars and shall be settled by wire or ACH transfer in USD to the account specified in the applicable Statement of Work (SOW) or invoice provided by the Service Provider. For payments in foreign currencies (e.g., EUR, GBP, CAD, etc.), the Customer shall follow the foreign currency wire instructions provided by the Service Provider in the applicable SOW or invoice, ensuring that the Service Provider receives the full USD-equivalent amount, net of any currency conversion fees or bank charges.

3.3 Retainer. Prior to performing the Services, Customer shall pay the retainer (part of Fees under the specific SOW hereto) described in the applicable SOW. The retainer is non-refundable without

any exceptions, including in cases paid in an amount exceeding the weekly fee. Moreover, if the retainer is not paid or is less than the weekly fee, in case of termination of this Agreement the Customer shall pay the difference.

3.4 Expenses. Service Provider shall include in each invoice all reasonable expenses incurred by Service Provider in performing the Services, as well as any receipts and reasonable supporting documentation of such expenses. The Customer shall reimburse the Service Provider for incurred expenses in the manner and within the time frame described in Section 3.1. Such expenses may include but are not limited to travel, accommodation, meals, rental, car service, mileage allowance, overnight delivery and other expenses incurred by Service Provider in connection with the provision of the Services.

3.5 Disputed Fees and Expenses. Customer may, in good faith and within 14 days of receipt of an invoice, dispute any Fees or expenses invoiced by Service Provider. Customer shall make such disputes in writing and include a detailed description of the basis of the dispute. The Parties shall seek to resolve any disputes in good faith.

3.6 Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder. Customer shall reimburse Service Provider in connection with Service Provider's payment of any such sales, use, excise, or other taxes or other duties or charges, including any and all taxes imposed by a governing agency. Notwithstanding the previous sentences, in no event shall Customer pay or be responsible for any taxes imposed on or regarding Service Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets.

3.7 Late Payments. Late payments shall bear interest at the lesser of (a) the rate of 1.5% per month and (b) the highest rate permissible under applicable law. Customer shall reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law, Service Provider shall be entitled to suspend the provision of any Services if Customer fails to pay any undisputed Fees when due and such failure continues for 7 days following written notice thereof.

3.8 Fees for non-provision of necessary information, data or code by the Customer. If the Customer fails to provide the relevant security assessment code to the Service Provider at least one day before the scheduled start of the audit, the following fees shall apply to the Customer upon the Service Provider's request:

- One-day delay: Free of charge
- Two-day delay: Fine of 25% of the fee for the engineering week
- Three-day delay: Fine equal to the total fee for the engineering week and the Service Provider has the right to terminate the Agreement according to clause 9.2.

3.9 Fees for the delay of the Start day by the Customer. If the Customer fails to provide the Service Provider with a proper, 3-week prior notice about the delay of the Start day, the Service Provider provides the soonest available subsequent date and a fee in the amount of 10% of the reserved slot, but not less than the weekly fee shall be paid by the Customer upon the Service Provider's request. If the newly provided date does not satisfy the Customer, the latter has a right to cancel it.

4. Warranties.

4.1 Service Provider Limited Warranty.

(a) The Service Provider warrants that, in providing the Services, the Service Provider shall perform the Services in a professional manner.

(b) As Customer's sole and exclusive remedy for breach of the warranty provided in Section 4.1(a) above, Service Provider shall use reasonable commercial efforts to promptly cure any such breach of the warranty; *provided*, that if Service Provider cannot cure such breach within 30 days after Customer's written notice of the breach, Customer may, at its option, terminate the Agreement in accordance with Section 9.2. SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THE WARRANTY PROVIDED IN SECTION 4.1. SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

4.2 Customer Warranties. Customer warrants that: (a) its provision of information to Service Provider does not violate any rights of third parties, including rights of privacy, intellectual property rights, or confidentiality rights; and (b) it is compliant with all applicable laws and regulations, including any applicable laws relating to money services businesses, digital exchanges, anti-money laundering, data privacy, and the offering, sale and transactions of securities.

5. Limitation of Liability.

5.1 IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR (I) ANY LOSS, DAMAGE OR INJURY ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S CODE, INCLUDING WITHOUT LIMITATION ANY CHANGES OCCURRING DUE TO CHANGES IN CUSTOMER'S CODE OR PROTOCOLS SUBSEQUENT TO SERVICE PROVIDER'S PERFORMANCE OF THE SERVICES OR PROVISION OF DELIVERABLES; OR (II) ANY LOSS OF USE, REVENUE, PROFIT, DATA, OR PROPERTY (INCLUDING DIGITAL ASSETS), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY AVAILABLE TO CUSTOMER.

5.2 IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAYABLE TO SERVICE PROVIDER PURSUANT TO ANY APPLICABLE SOWS.

5.3 THE CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY BUSINESS DECISIONS MADE PURSUANT TO SERVICE PROVIDER'S RECOMMENDATIONS OR SUGGESTIONS AND THE CUSTOMER HAS SOLE DISCRETION TO ACCEPT OR TO DISREGARD ANY SUCH RECOMMENDATIONS OR SUGGESTIONS.

6. Indemnification and Defense.

6.1 Indemnification and Defense by Service Provider.

(a) Service Provider shall defend, indemnify and hold harmless Customer and its officers, directors, employees, agents, successors, and permitted assigns (each, a “Customer Indemnitee”) from and against all claims, actions, suits, and proceedings (each, an “Action”) and from all costs and losses arising out of or in connection with:

(i) Damage to Customer’s property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Service Provider; or

(ii) Service Provider’s infringement on any intellectual property right of a third party under the laws of the Delaware state; *provided*, however, that Service Provider shall have no obligations under this Section with respect to Actions, costs or losses arising out of:

(A) Any instruction, information, designs, specifications, code or other materials provided by Customer to Service Provider in connection with the Services;

(B) Customer’s direct or indirect modification of any product or deliverable (including any report) provided by Service Provider pursuant to this Agreement or applicable SOW (a “Deliverable”), or any direct or indirect combination of any such Deliverables with any materials, equipment, code or other information not supplied to or specified by Service Provider in writing, if the infringement of intellectual property rights could have been avoided had the Customer not made such modification or combination; or

(C) Customer’s reliance upon the Services or any report following any changes to Customer’s code or protocols, unless specifically provided for in a SOW and only for the time frame described therein.

(b) Service Provider’s indemnification obligations under Section 6.1(a) shall not apply to the extent that the damage to Customer’s property or Service Provider’s infringement on third party intellectual property rights result from: (i) Customer’s gross negligence, recklessness or willful misconduct; or (ii) Customer’s failure to comply with any of its obligations under this Agreement.

6.2 Indemnification and Defense by Customer. Customer shall defend, indemnify, and hold harmless Service Provider and Service Provider’s affiliates, officers, directors, employees, contractors, agents, successors, and permitted assigns (each, a “Service Provider Indemnitee”) from and against all Actions and from all costs and losses arising out of or in connection with:

(a) Damage to Service Provider’s property resulting from Customer’s negligent, willful or fraudulent acts or omissions;

(b) Customer’s breach of any of its representations, warranties, or obligations under this Agreement, including any of Customer’s warranties;

(c) Customer’s infringement on the intellectual property rights of a third party; or

(d) Customer’s code, blockchain, digital community, digital assets, or other business operations.

6.3 Indemnification and Defense Obligations. A Party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party’s defense of such Action, at the indemnifying party’s sole cost and expense. The indemnifying party shall control the defense and investigation of any Action and shall employ counsel of its choice to defend

the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's delay in performing or failure to perform any obligations under this Section 6.3 shall not relieve the indemnifying party of its obligations under this section except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such delay or failure. The indemnified party may participate in and observe the proceedings of any Action at its sole cost and expense.

7. Intellectual Property.

7.1 Service Provider Intellectual Property Rights. Service Provider shall have all right, title, and interest in and to all intellectual property rights, including copyrights, patents, trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all Deliverables, code, documents, work product, software, inventions (whether patentable or not), know-how, logos, and any materials or processes that: (i) are developed or prepared by or on behalf of Service Provider in performance of the Services, creation or preparation of any Deliverable, or performance of Service Provider's obligations hereunder; or (ii) were owned by Service Provider prior to the execution of this Agreement.

7.2 Service Provider License Grant. Service Provider hereby grants Customer a non-exclusive, fully paid-up, royalty-free, non-transferable, non-sublicensable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, and otherwise exploit any of Service Provider's Intellectual Property Rights limited to the extent incorporated in, combined with or otherwise necessary for the Customer's use of any Deliverable. All other rights in and to Service Provider's Intellectual Property Rights are expressly reserved by Service Provider.

7.3 Customer Intellectual Property Rights. Customer shall have all right, title, and interest in and to all Intellectual Property Rights in and to all code, work product, and software that: (i) was owned by Customer prior to the execution of this Agreement; or (ii) Customer creates in reliance upon any report provided to Customer by Service Provider pursuant to an applicable SOW.

8. Confidentiality.

8.1 Confidential Information.

(a) From time to time during the Term of this Agreement, either Party (the "Disclosing Party") may disclose or make available to the other Party (the "Receiving Party"), non-public, proprietary, and confidential information of the Disclosing Party that the Disclosing Party clearly labels as "confidential" or that the Receiving Party should reasonably know to be confidential ("Confidential Information"), including without limitation all the Disclosing Party's financial and accounting records, lists of property owned and amounts paid in connection with the purchase thereof, client and customer lists, software, code, and any other data and information related to the Party's business.

(b) Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Section 8; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in the Receiving Party's possession prior to the Disclosing Party's disclosure hereunder; or (iv) was or is independently developed by the Receiving Party without using any of the Disclosing Party's Confidential Information.

8.2 Confidentiality Obligations. The Receiving Party shall:

- (a) Protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- (b) Not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and
- (c) Not disclose any such Confidential Information to any person or entity, except to the Receiving Party's officers, director, employees, contractors, agents, or affiliates who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

8.3 Permitted Disclosure. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, notify the Disclosing Party of such requirements to afford the Disclosing Party the opportunity to seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy. If the Receiving Party is required to disclose any Confidential Information pursuant to applicable law or legal process, the Receiving Party shall make reasonable efforts to have the Confidential Information treated as confidential by an applicable government agency or court. For marketing and PR purposes, the Service Provider shall have the right to publish or otherwise make public any details of the work done for the Customer without disclosing Confidential Information after 60 (sixty) days have passed from the moment the bug and/or vulnerability detected by the Provider has been fully fixed in case of security assessment or audit, or after 60 (sixty) days have passed since other services have fully been rendered and accepted. The Provider shall duly confirm with the Customer the fact that all the confirmed bugs/vulnerabilities were fully addressed and fixed before publishing any details. At all times, notwithstanding the status and state of the service provision, the Service Provider shall have the right to publish the trademark, trade name, logo, company name of the Customer for marketing and PR purposes.

8.4 Equitable Relief. The Parties agree that monetary damages would be an inadequate remedy for the Receiving's Party breach of its obligations under this Section 8. Accordingly, the Parties agree that, if the Receiving Party breaches this Section 8, the Disclosing Party shall be entitled to, in addition to all other remedies it may have at law or equity, seek an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Receiving Party.

8.5 Disclosure to financial institutions. Hereby the Customer accepts and agrees that when performing financial transactions under the Agreement banks or other financial organizations may require Service Provider to provide the Agreement, contracts, invoices, and other documents related to the transaction, and Service Provider has the right to provide the requested documents without obtaining additional consent.

9. Term and Termination.

9.1 Term. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all SOWs unless sooner terminated hereunder.

9.2 Termination.

(a) Either Party may terminate this Agreement if the other Party (the “Defaulting Party”):

(i) Materially breaches this Agreement (including any warranties described in Section 4) and does not cure such breach (i) within 30 days after the non-Defaulting Party’s provision of written notice of such breach, or (ii) immediately, if such material breach is incapable of cure; or

(ii) Becomes insolvent or admits its inability to pay its debts generally as they become due; becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing; is dissolved or liquidated or takes any corporate action for such purpose; makes a general assignment for the benefit of creditors; or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(b) In addition to its rights under Section 9.2(a), Service Provider may terminate this Agreement if Customer fails to pay any Fee or expense when due and: (i) such failure continues for 7 days after Service Provider provides Customer with written notice of nonpayment, or (ii) such failure occurs less than one month after Customer failed to make any other payment of Fees or expenses due under this Agreement.

9.3 Return of Unearned Fees. Service Provider shall, within 30 days after the termination of this Agreement, refund to Customer on a pro rata basis any Fees paid by the Customer and not already earned by Service Provider except Retainer which is non-refundable in any case. Notwithstanding the foregoing, Section 9.3 on the return of unearned fees shall not apply to the extent that this Agreement is terminated by the Service Provider due to Customer’s breach of its obligations under Section 3, Section 4, Section 7 or Section 8.

9.4 Return of Documents and Materials. Except as otherwise provided herein, each Party shall return all originals and copies of records, documents, files, code or software containing Confidential Information and Intellectual Property of the other Party; *provided*, that a Party may destroy any such records, documents, files, code or software that is impractical to return, subject to the written consent of the owning Party.

10. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Customer to make payments to Service Provider hereunder), to the extent such failure or delay is caused by or results from acts beyond the impacted party’s (“Impacted Party”) reasonable control, including, without limitation, the following force majeure events (“Force Majeure Events”): (a) flood, fire, earthquake, epidemic, or explosion; (b) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (c) government order, law, or actions (d) embargoes or blockades; (e) strikes or labor stoppages; (f) telecommunication breakdowns, power outages or shortages, or inability or delay in obtaining supplies of adequate or suitable materials; and (g) other similar acts of God. The Impacted Party shall give notice within 7 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue, shall use reasonable efforts to minimize the impacts of the Force Majeure Event, and shall resume the performance of its obligations as soon as reasonably practicable. During the Force Majeure Event, the non-affected party may suspend its performance obligations until such time as the Impacted Party resumes performance, and may, upon 7 days written notice to the Impacted Party, terminate this Agreement if the failure or delay continues for 30 days.

11. Survival. The rights and obligations of the Parties that, by their nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, including without limitation the rights and obligations described in Section 4 through Section 9.

12. Non-Exclusivity. Service Provider retains the right to perform the same or a similar type of services for third parties during the Term of this Agreement, including any competitors of Customer.

13. Customer Non-solicitation. During the term of this Agreement and for a period of two (2) years following termination or expiration of this Agreement, Customer agrees that it shall not directly or indirectly solicit or induce for employment any person who performed any work under this Agreement or applicable SOW. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section 13. In the event that the Customer fails to fulfill their responsibilities as outlined in this section, they will be required to compensate the Service Provider with a fee that is equivalent to five times the total amount paid to the individuals who were hired or retained by the Customer in the preceding twelve months. Customer acknowledges and agrees that such fee is reasonable but is in addition to (and not in lieu of) Service Provider's right to recover any damages incurred arising out of or in connection with such breach. The Service Provider retains the right to pursue legal and equitable remedies in addition to the fee mentioned above.

14. Entire Agreement. This Agreement, including and together with any related exhibits and Statements of Work, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of the SOW shall supersede and control. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any non-disclosure agreement between the Parties, the terms and conditions of the Agreement and SOW shall prevail.

15. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless signed by the Party so waiving and executed in accordance with Section 15. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not invalidate or render illegal or unenforceable any other term or provision of this Agreement.

17. Amendments. No amendment to or modification of this Agreement of any SOW is effective unless it is in writing, identified as an amendment to this Agreement or to a specific SOW, and signed by an authorized representative of each Party.

18. Assignment. Customer shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section shall be null and void. No

assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate, contractor, subsidiary or to any person acquiring all or substantially all of Service Provider's assets without Customer's consent.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Customer being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement is binding on and ensures to the benefit of the Parties to this Agreement and their respective permitted successors and assigns. Nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law and Venue. All matters arising out of or relating to this Agreement and any related SOWs, whether sounding in contract, tort, or statute, are governed by and construed in accordance with the laws of the Delaware state without giving effect to any conflict of laws provisions that would cause the application of the laws of any jurisdiction. All actions or proceedings arising out of or relating to this Agreement and any related SOWs shall be brought and heard exclusively in the courts in the Delaware state. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Additionally, if any actions or proceedings between the Parties arise out of or relate to this Agreement or any related SOW, the prevailing Party shall be entitled to all costs and expenses incurred in connection with action or proceeding, including, without limitation, reasonable attorney's fees.

22. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT AND ANY RELATED STATEMENTS OF WORK IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED SOW.

23. COMPUTER ACCESS AUTHORIZATION: The Service Provider may require access to the Customer's computer systems to fulfill its obligations under this Agreement. The Customer shall, upon the commencement of the performance of Services, grant the Service Provider permission to access, view, copy, modify, and perform other necessary actions on the Customer's computer systems, as reasonably related to the fulfillment of the Service Provider's obligations. If a Statement of Work (SOW) specifies that the Service Provider will access third-party computer systems, the Customer will ensure that the Service Provider is authorized to access those systems to the same extent as the Customer's systems. If the Services provided involve penetration testing, which includes attempts to bypass the Customer's network security infrastructure and identify weaknesses, the Customer shall, upon the commencement of the performance of Services authorize the Service Provider to access the Customer's computers and network systems by defeating or attempting to defeat the network security mechanisms, software, and infrastructure, such as firewalls, virtual private networks, intrusion detection/prevention systems, and software systems designed to prevent breaches. This authorization is solely for the purpose of performing such Services.

24. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

SERVICE PROVIDER:

HEXENS SOLUTIONS LLC

By: _____

Name: Vahe Karapetyan

Title: Director

Address: 131 Continental Dr,

Suite 305

Newark, DE, 19713, USA

Email: v.k@hexens.io

Date:

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

CUSTOMER:

[NAME]

By: _____

Name:

Title:

Address:

Email:

Date:

EXHIBIT A

STATEMENT OF WORK

This Statement of Work (“SOW”) adopts and incorporates by reference the terms and conditions of the Master Services Agreement (“Master Agreement”) entered into effect on [REDACTED], between Hexens Solutions LLC (“Service Provider”) and [REDACTED] (“Customer”), as it may be amended from time to time. This SOW is effective beginning on [REDACTED] (“Effective Date”, “Start Date”) until completion of the Services by Service Provider, unless earlier terminated in accordance with the Master Agreement.

1. Interpretation. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Master Agreement. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Master Agreement. In the case of any conflict between this SOW and the Master Agreement, the terms of this SOW shall govern.

2. Scope of Work. As detailed more fully in Section 3 of this SOW, Service Provider will provide security assessment services. Service Provider will provide an audit report (the “Audit Report”) and support for new changes to Customer’s provided code. The final version of the Audit Report shall be mutually agreed upon by Customer and Service Provider in form and substance and shall include or accommodate the discretionary ability of Customer to provide comments or explanatory notes. It is understood by Service Provider that Customer has the right to use and publish the Audit Report for its business and operations.

3. Work Schedule; Deliverables. The relevant tasks, completion dates and Deliverables associated with this SOW are as follows:

Task	Dates, Timelines
Security assessment: Service Provider will do security review for the following repository: [REDACTED]	[REDACTED] weeks after the Start Date
Audit Report: Service Provider will provide Customer with a report documenting the conclusions of Service Provider’s security assessment and audit, will provide Proof of Concepts for all critical vulnerabilities where applicable as well as recommendations for remediation.	[REDACTED] weeks after the accomplishment of Security assessment
Deliverable	Delivery Location
Audit Report	PDF

4. Retainer and Fees.

Retainer	
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Retainer Amount	[] USD
Retainer Payment Due Date	[]
Fee (excluding Retainer)	
Fee Amount	[] USD
Fee Payment Due Date	[]
Total Amount (Retainer and Fee)	[] USD

5. The Service Provider is eligible to request the Service Fee to be transferred to an affiliate company, payment agent, or any other entity and such a transfer, if made, shall be considered as a duly made transfer under this Agreement to the Service Provider. Service Provider releases the Customer from any disputes arising out from its obligations towards the third-parties. The Service Provider shall indicate the credentials for payment in either a payment notice or in an invoice. In such a case any differences in transfer or bank fees shall be at the expense of the Service Provider.

6. Parties agree that the transfer of funds shall be made to the following account Wire or ACH transfers in USD:

Bank Name: Choice Financial Group

ABA Routing Number: 091311229

SWIFT/ BIC Code: CHFGUS44021

Bank Address: 4501 23rd Avenue S, Fargo, ND, 58104

Beneficiary Name: Hexens Solutions, LLC

Account Number: 202552036606

Type of Account: Checking

Beneficiary Address: 131 Continental Dr, Suite 305, Newark, DE 19713

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be executed as of the Effective Date by their respective duly authorized officers.

SERVICE PROVIDER:

HEXENS SOLUTIONS LLC

By: _____

Name: Vahe Karapetyan

Title: Director

Address: 131 Continental Dr,

Suite 305

Newark, DE, 19713, USA

Email: v.k@hexens.io

Date:

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be executed as of the Effective Date by their respective duly authorized officers.

CUSTOMER:

[NAME]

By: _____

Name:

Title:

Address:

Email:

Date: