

# Consultancy & Development Services Terms

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This Agreement for Terms of Service ("Agreement") is entered into by and between James Bachini ("Consultant") and either an individual or corporation ("Client"). The Consultant and the Client will be collectively referred to as the "Parties".

The Consultant agrees to provide professional consultancy and developmental services (the "Services") to the Client. The specific parameters of the Services, including final deliverables, project milestones, and timelines, will be mutually agreed upon by both Parties whenever possible prior to project commencement.

In circumstances of a fixed-cost project, the Consultant will provide a quotation and specifications to the Client for approval prior to the initiation of work. Should there be any additional work required outside the initial agreed scope, such work will be negotiated in advance and will be billed separately at a consultancy rate of \$200 USD per hour.

In contexts of consultancy based work, the Consultant will establish a shared spreadsheet accessible to the Client that will provide real-time status updates. The Client agrees to remunerate the Consultant at a rate of \$200 USD per hour for the Services rendered. The Consultant shall issue monthly invoices to the Client, who is then obligated to remit payment within 30 days post-receipt. Please note that the Consultant cannot accept illiquid tokens or assets as a form of payment.

The Client shall bear the responsibility of reimbursing the Consultant for any pre-approved, reasonable and necessary expenses incurred in the performance of the Services.

The consultancy fee does not cover transaction gas fees (including contract deployment costs), which shall be billed separately to the Client at cost with no additional mark-up.

All intellectual property rights related to any works or products created by the Consultant while providing the Services will vest with the Client. Verification of smart contract code is inherently open source and can be viewed publicly on blockchain explorers. Completely private code deployment is not feasible on a public blockchain.

This Agreement shall be effective immediately upon execution and will continue until terminated. Either Party retains the right to terminate this Agreement for any or no reason, by providing written notice to the other Party. Upon termination, the Client is obliged to compensate the Consultant for any Services provided up to the termination date.

This Agreement will be governed and interpreted in accordance with the laws of the United Kingdom. Any disputes arising from this Agreement or related to its interpretation shall be resolved via arbitration within the United Kingdom.

The Consultant's role is that of an independent contractor and does not establish any employment, partnership, co-venture, or other service relationship with the Client.

The Consultant is not a licensed financial advisor and the Services rendered do not constitute financial advice. Any code delivered by the Consultant should be deemed experimental in nature and not considered production-ready for financial transactions.

The Services are provided strictly on a consultancy basis. The Client acknowledges and agrees that the Consultant shall not be held liable or subject to any legal action to the maximum extent permissible under UK law.