

Independent Contractor Agreement

1. Parties

This Agreement is made between _____ ("Client"), with a principal place of business at _____, and BuboWerks, LLC ("Consultant"), with a principal place of business at 47 W Division St. #117, Chicago, IL 60610, USA.

2. Services to Be Performed

Consultant agrees to perform the following services for Client:

- Provide a security assessment of the Client's Tendermint Validator computer system, including sentries and supporting infrastructure ("Validator"). The assessment will be provided as a written report upon completion. Consultant will also provide a Certificate of Security should the Consultant determine, in their sole professional opinion, that the Validator is sufficiently secure for its intended purpose.

3. Payment

Client will pay Consultant prior to start of work. Payment may be made via one of the following options:

- US\$3,000 paid via PayPal on the Consultant's website,
- 1XBT sent to 1GM8RSt7o83Q24ExA1VQ896A83Mz7as2qs, or
- 30ETH sent to 0x2c8aBB51EfedfDEC15eD722A7f9591Fda93ce091

4. Expenses

Consultant will be responsible for all expenses incurred while performing services under this Agreement.

5. Materials

Consultant will furnish all materials, equipment, and supplies used to provide the services required by this Agreement.

Client will need to furnish requested information in a timely manner and make time available to meet with Consultant and answer questions in order to provide the services required by this Agreement.

6. Independent Contractor Status

Consultant is an independent contractor, and neither Consultant nor Consultant's employees or contract personnel are, or will be deemed, Client's employees. In its capacity as an independent contractor, Consultant agrees and represents, and Client agrees, as follows:

- Consultant has the right to perform services for others during the term of this Agreement subject to noncompetition provisions set out in this Agreement, if any.



- Consultant has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Consultant has the right to perform the services required by this Agreement at any place or location and at such times as Consultant may determine.
- Consultant will furnish all equipment and materials used to provide the services required by this Agreement, except to the extent that Consultant's work must be performed on or with Client's computer or existing software.
- The services required by this Agreement will be performed by Consultant or Consultant's employees or contract personnel, and Client will not be required to hire, supervise, or pay any assistants to help Consultant.
- Consultant is responsible for paying all ordinary and necessary expenses of its staff.
- Neither Consultant nor Consultant's employees or contract personnel will receive any training from Client in the professional skills necessary to perform the services required by this Agreement.
- Neither Consultant nor Consultant's employees or contract personnel will be required to devote full time to the performance of the services required by this Agreement.
- Client will not withhold from Consultant's compensation any amount that would normally be withheld from an employee's pay.

7. Business Permits, Certificates, and Licenses

Consultant has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

8. State and Federal Taxes

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Consultant's payments or make FICA payments on Consultant's behalf withhold state or federal income tax from Consultant's payments, or withhold any other state or federal payroll taxes from Contractor's payments or make such contributions on Contractor's behalf.
- Consultant will pay all taxes incurred while performing services under this Agreement - including all applicable income taxes and, if Consultant is not a corporation, self-employment (Social Security) taxes. Upon demand, Consultant will provide Client with proof that such payments have been made.

9. Fringe Benefits

Consultant understands that neither Consultant nor Consultant's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

10. Workers' Compensation

Client will not obtain workers' compensation insurance on behalf of Consultant or Consultant's employees or agents. Consultant will provide Consultant's employees with workers' compensation insurance to the extent required by law and provide Client with a certificate of

workers' compensation insurance. Consultant agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of Consultant or any of Consultant's employees or agents.

11. Unemployment Compensation

Client will make no state or federal unemployment compensation payments on behalf of Consultant or Consultant's employees or contract personnel. Consultant will not be entitled to these benefits in connection with work performed under this Agreement. Contractor will be responsible for making any such unemployment contributions on behalf of Contractor's employees, to the extent required by law.

12. Warranties and Representations

Consultant warrants and represents that:

- Consultant has the authority to enter into this Agreement and to perform all obligations hereunder.
- The services to be performed are and will be free and clear of all encumbrances including security interests, licenses, liens, or other restrictions except as follows: NONE.
- The use, reproduction, distribution, or modification of any work product resulting from the services does not and will not violate the copyright, patent, trade secret, or other property right of any former client, employer, or third party.

13. Indemnification

Consultant agrees to indemnify and hold harmless Client against any third-party claims, actions, or demands, including without limitation reasonable attorney and accounting fees, alleging or resulting from the breach of the warranties contained in this Agreement. Client will provide notice to Consultant promptly of any such claim, suit, or proceeding and will assist Consultant, at Consultant's expense, in defending any such claim, suit, or proceeding.

14. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on the earliest of:

- the date Consultant completes the services required by this Agreement
- 30 days after both parties have signed this Agreement, or
- the date a party terminates the Agreement as provided below.

15. Termination of Agreement

This Agreement may be terminated:

- without cause, by 3 days' prior written notice by either party, or
- with cause, immediately upon material breach of any term of this Agreement by either party.

Contractor shall retain any payments made before the effective date of termination. Client shall not owe Contractor any additional compensation.

16. Intellectual Property Ownership

Consultant retains copyright to works produced, subject to the Confidential Information clause. Client is granted a perpetual, non-transferable right to copy, display, and share the works produced for business purposes including, but not limited to, marketing, hiring of other contractors, and regulatory compliance.

17. Confidential Information

Consultant confidentiality. Consultant acknowledges that within the course of providing services, it will be necessary for Client to disclose certain confidential and proprietary information to Consultant in order for Consultant to perform duties under this Agreement. Consultant acknowledges that any disclosure to any third party or any misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Consultant will not use or disclose to others without Client's written consent Client's confidential information, except when reasonably necessary to perform the services under this Agreement.

Scope of confidential information. Confidential Information includes, but is not limited to:

- the written, printed, graphic, or electronically recorded materials furnished by Client for use by Contractor,
- Client's business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind,
- any tangible information produced by Consultant for Client under this agreement that provides Client with a business advantage over competitors and is unknown by Client's competitors any written or tangible information stamped "confidential," "proprietary," or with a similar legend, and
- any written or tangible information not marked with a confidentiality legend, or information disclosed orally to Consultant, that is treated as confidential when disclosed and later summarized sufficiently for identification purposes in a written memorandum marked "confidential" and delivered to Consultant within 30 days after the disclosure.

Consultant will not be restricted in the use of any material that is publicly available, already in Contractor's possession prior to commencement of Consultant's provision of services to Client, known to Consultant without restriction, or rightfully obtained by Consultant from sources other than Client.

Consultant's obligations regarding proprietary or confidential information extend to information belonging to customers and suppliers of Client about which Consultant may have gained knowledge as a result of Consultant's services to Client.

In the event the Contractor is required to disclose any part of the Confidential Information by a court of law, the Contractor will give the Client prompt written notice such that the Client may seek an appropriate remedy or alternatively waive the Contractor's compliance with the provisions of this Agreement in regards to the request.

Consultant will not disclose to Client information or material that is a trade secret of any third party. The provisions of this clause will survive any termination of this Agreement. Consultant will destroy all copies of provided Confidential Information 90 days after completion of this contract, and will destroy all copies of derivative Confidential Information one year after completion of this contract.

18. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. This Agreement may not be amended except in a writing as provided for in this Agreement.

19. Successors

This agreement binds and benefits the respective successors, inheritors, assigns, and personal representatives of the parties, except to the extent of any contrary provision in the Agreement.

20. Waiver

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

21. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the state of Illinois, United States of America.

22. Language

This Agreement and all work will be performed in English.

23. Severability

If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

24. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered: in person, by certified mail, or by overnight courier.

25. No Partnership

This Agreement does not create a partnership relationship. Consultant does not have authority to enter into contracts on Client's behalf.

26. Electronic Signatures

This agreement may be signed by an electronic or digital signature.

27. Counterparts

This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT.

Client: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Address: _____

Consultant: BuboWerks, LLC

Name: S Terry Brugger

Title: Manager

Signature: _____

Date: _____

Address: 47 W Division St. #117, Chicago, IL 60610, USA