

CODE4RENA FOUNDATION CONTEST SPONSOR AGREEMENT

This Code4rena Contest Sponsor Agreement (“Agreement”) is entered into on _____ (“Effective Date”), between Code4rena Foundation, an exempted limited guarantee foundation company incorporated in the Cayman Islands (“C4”), and _____ (“Sponsor”), a _____ organized in _____ with principal place of business at _____.

C4 and Sponsor are sometimes referred to individually as a Party and collectively as the Parties.

WHEREAS, the C4 DAO provides a platform (“C4 DAO Platform”) for conducting security audits of smart contracts facilitated through sponsored competitions between participants voluntarily engaging in an open code review process;

WHEREAS, the Sponsor seeks a security assessment of its code through a sponsorship of a competition on the C4 DAO Platform;

WHEREAS, the C4 DAO has no legal personality and cannot form a binding contract;

WHEREAS, C4 has been incorporated to provide certain services for the C4 DAO; and

WHEREAS, C4 may act through one or more agents to fulfill its obligations under a Contest Sponsor Agreement;

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Terms and Conditions:** The Code4rena Contest Terms and Conditions, available at <https://code4rena.com/sponsor-terms>, (“Terms”) are expressly incorporated herein by this reference. This Agreement is a Services Agreement as defined in the Terms. Capitalized terms not defined herein have the meanings ascribed to them in the Terms. If and to the extent that one or more written provisions of the Terms conflict with this Agreement, the written provisions of this Agreement shall govern.
2. **Services Provided**
 - a. C4 shall coordinate a Contest on behalf of the Sponsor as defined in the Services Scope as set forth on Exhibit 1, which shall include the time and date that the Contest shall begin and its duration. Additions or modifications to this Agreement may be made through written agreement signed by both Parties.
3. **Judging of Contest**
 - a. C4 and C4’s Agent shall have sole discretion in the selection of Judges to apply the Judging Criteria (<https://code423n4.com/judging-criteria/>) to the Findings submitted throughout the Contest.

- b. C4 and C4's Agent shall have the sole discretion to determine the winners of the Contest and remuneration granted to participants at the conclusion of the competition.

4. Obligations of the Sponsor

- a. **Sponsor Payment:** Sponsor shall pay to C4's Agent the Service Fee as further set forth herein. Sponsor shall make no other payment or other form of compensation to Contest participants outside of the terms of this Agreement.
- b. **Sponsor Code:** Sponsor shall provide C4's Agent with the Sponsor Code and receive C4's Agent's approval of the Sponsor Code no later than twenty-four (24) hours prior to the Start Date (as set forth on Exhibit 1) of the Services. Sponsor hereby provides the Sponsor Code to C4 and C4's Agent subject to a Creative Commons Attribution 4.0 International (CC BY 4.0) license, and understands and acknowledges that C4 and C4's Agent may also publish the Sponsor Code subject to said license.
 - i. **Code Freeze:** No changes shall be made to Sponsor Code without the written approval of C4's Agent between the Contest's Start Date and End Date as set forth on Exhibit 1.
 - ii. **Non-Performance:**
 - 1. If Sponsor fails to provide C4's Agent with Sponsor Code as described in Section 4.b., Sponsor shall forfeit \$2,000 per business day delayed from the Sponsor Task Refund as set forth on Exhibit 2. Additionally, the Contest will be delayed a minimum of two (2) business days and up to one (1) week at the sole discretion of C4's Agent.
 - 2. If Sponsor modifies Sponsor Code in violation of Section 4.b.i., Sponsor shall not be entitled to receive the Sponsor Task Refund as set forth on Exhibit 2.
- c. **Sponsor Availability:** Sponsor shall make a representative available between the Start Date and End Date in the C4 Discord server (<https://discord.gg/code4rena>) to field questions about the Sponsor's Code from Contest participants.
- d. **Evaluating Findings:** Sponsor shall evaluate the Findings by completing four (4) categories of critical tasks ("Sponsor Tasks") within fourteen (14) days of the Contest End Date, unless otherwise agreed to in writing by both Parties. The categories of Sponsor Tasks are (i) assess potential duplication of Findings; (ii) independently evaluate severity of individual Findings, (iii) provide brief response to each Finding; and (iv) share steps taken to mitigate Findings if available. The steps necessary to complete the Sponsor Tasks will be provided with the Findings in the Sponsor's findings repository on github.com. If the Sponsor completes the Sponsor Tasks with respect to all Findings within fourteen (14) days of the Contest End Date, Sponsor will be refunded a portion of its Service Fee ("Sponsor

Task Refund”) as specified on Exhibit 2: Fees and Payment. The Sponsor Token Refund shall be paid through the same method of payment and currency in which the Service Fee was provided to C4’s Agent.

5. **Fees and Payments:** Upon execution of a Contest Sponsor Agreement, Sponsor shall pay to C4’s Agent the Deposit (as specified in Exhibit 2) in the manner set forth therein. The balance of the Service Fee (Service Fee minus the Deposit) shall be paid to C4’s Agent no later than 72 hours prior to the Start Date. The Contest will not be officially confirmed until the Deposit is received by C4’s Agent from the Sponsor, and C4’s Agent confirms the availability of the Start Date and End Date specified on Exhibit 1 to the Sponsor in writing. If the dates are not available, Sponsor and C4’s Agent shall identify a mutually agreeable set of new dates for the Contest.

[Signature page follows.]

IN WITNESS WHEREOF, by signature below, each Party represents and warrants that they have the full power and authority to enter into this Agreement, and the Parties hereto have executed this Agreement as of the Effective Date.

Code4rena Foundation

Name (Printed): Campbell Law
Title: Manager
Email for Notices:
campbell@silversidemanagement.ky

Name (Printed): Nicholas
Title: Director
Email for Notices: nicholas@nftstory.life

Exhibit 1 Services Scope

Description of Services	<ul style="list-style-type: none"> • C4's Agent administers the audit Contest. Contests are described here: https://docs.code4rena.com • There are opportunities for co-marketing the Contest. Time permitting, C4's Agent may do one or more of the following: create a blog post, participate in a community call with your community, create custom artwork for the Contest, or other activity as mutually agreed to in writing by Sponsor and C4's Agent. • C4's Agent will publish a public report of the Findings deemed valid by the Judge and will open source all Findings.
Start Date	June 21 2022 20:00 UTC
End Date	June 28 2022 19:59 UTC
Sponsor Code Description	TBD
Services Scope and Objectives	TBD

[Remainder intentionally left blank.]

Exhibit 2
Fees and Payments

Service Fee	\$ 110,000 USDC
Deposit	<u>25</u> % of Service Fee, equal to \$ 27,500 USDC
Sponsor Task Refund	\$ 10,000 USDC

Upon execution of a Contest Sponsor Agreement, Sponsor shall pay to C4's Agent the Deposit. The balance of the Service Fee (Service Fee minus the Deposit) shall be paid to C4's Agent no later than 72 hours prior to the Start Date.

C4's Agent Account for transfer of Service Fee and Deposit: Ethereum Mainnet -
0xC2bc2F890067C511215f9463a064221577a53E10

Regardless of the Start Date identified on Exhibit 1, the Services shall not begin until C4's Agent confirms that the Service Fee has been received.

[Remainder intentionally left blank.]