

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement")

is made on this _____ ("Agreement Date")

BY AND BETWEEN:

(the "Recipient")

AND

COINSTAX LLC, 1700 WESTLAKE AVE N STE 200, SEATTLE, WA 98109
(the "Provider")

Background

The Recipient is of the opinion that the Provider has the necessary qualifications, experience and abilities to provide services to the Recipient.

The Provider is agreeable to providing such services to the Recipient on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Recipient and the Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Recipient hereby agrees to engage the Provider to provide the Recipient with the following services (the "Services"):

Perform custom services on the Recipient's crypto transaction data to, but not limited to, checking, reconcile, and calculating capital gains. The calculated data, results, report or other information ("Results") will be available in the Recipient's account or provided as an appropriate report.

2. The Services will also include any other tasks which the Parties may agree on. The Provider hereby agrees to provide such Services to the Recipient.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

7. The Provider will charge the Recipient for the Services at the rate of \$_____ per hour (the "Compensation"). Pre-authorization by credit or debit card will be required on the Agreement Date.
8. The Recipient will be invoiced at the end of each calendar month for any Services or when the Services are complete for the final amount due, whichever is earlier. Invoices submitted by the Provider to the Recipient are immediately due and the pre-authorized payments may be finalized or charged. Any excess pre-authorized payments will be released.
9. In the event that this Agreement is terminated by the Recipient prior to completion of the Services but where the Services have been partially performed, the Provider will be entitled to payment of any outstanding Compensation due up to the date of termination.
10. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Recipient in addition to the Compensation.
11. The Provider will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

Penalties for Late Payment

12. Any late payments will trigger a fee of 2.00% per month on the amount still owing.

Confidentiality

13. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Recipient which would reasonably be considered to be proprietary to the Recipient including, but not limited to, accounting records, business processes, and records and that is not generally known in the industry of the Recipient and where the release of that Confidential Information could reasonably be expected to cause harm to the Recipient.
14. The Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Provider has obtained, except as authorized by the Recipient or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

Ownership of Intellectual Property

15. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Provider. The Recipient is granted a non-exclusive limited-use license of this Intellectual Property.
16. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Provider.

Return of Property

17. Upon the expiration or termination of this Agreement, the Provider will return to the Recipient, or destroy, any property, documentation, records, or Confidential Information which is the property of the Recipient.

Capacity/Independent Contractor

18. In providing the Services under this Agreement it is expressly agreed that the Provider is acting as an independent contractor. The Provider and the Recipient acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Recipient is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Provider during the Term. The Provider is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Provider under this Agreement.

Notice

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at their respective mailing addresses or to such other address as either Party may from time to

time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

20. The Recipient agrees to indemnify and hold harmless the Provider, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses (including without limitation legal expenses and any amounts paid by the Provider to a third party in settlement of a claim or dispute on the advice of the Provider legal advisers), reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.
21. The Services and Results are provided "as is" without any representations or warranties, express or implied. The Provider makes no representations or warranties in relation to the Results.
22. Without prejudice to the generality of the foregoing paragraph, the Provider does not warrant that the Results are accurate, complete, true, error-free, up-to-date or non-misleading. Nothing in the Results constitutes, or is meant to constitute financial, tax, or legal advice of any kind.

Modification of Agreement

23. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

24. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

25. The Provider will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Recipient.

Entire Agreement

26. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

27. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

28. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

29. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

30. This Agreement will be governed by and construed in accordance with the laws of the State of Washington.

Severability

31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

32. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Digital Signature

33. This Agreement provides that the parties may authenticate their agreement with an electronic signature. It defines electronic signature and provides that a party's electronic signature should be given the same legal force and effect as a handwritten signature.