

A company turns into
that crypto into
US dollars.

ARBEJDSOM CORP SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is effective as of the Day day of Month, 200 yr by and between Arbejdson Corp, a Colorado Corporation ("AC") and Name or Name of Business, a Individual or Business? ("CLIENT").

RECITALS

- A. AC is in the business of providing consulting services related to crypto currency including support for crypto currency exchanges and trades including Web3 and DeFi. In no wise is any consulting or counseling provided to be considered a financial service. Any service provided is in support of CLIENT's own directives and instruction.
- B. CLIENT is in the business related whole or in part to crypto currencies, Web3, and DeFi.
- C. Both CLIENT and AC believe that entering into this Agreement will have value for both companies and both parties desire to establish a set of terms and conditions that shall govern their relationship as hereinafter set forth.

NOW, THEREFORE, with reference to the foregoing facts and in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, AC and CLIENT agree as follows:

1. **SERVICES PROVIDED BY AC.** Subject to the terms and conditions contained in this Agreement, CLIENT agrees to employ AC, and AC agrees to be employed by CLIENT, to provide, during the term of this Agreement support and consulting services as outlined in Exhibit "A".

2. **Representations and Warranties.** Each party ("Representing Party") represents and warrants to and for the benefit of the other party that on the Effective Date:

Representing Party is validly existing and in good standing under the laws of the state in which its principle office is located and is duly licensed or qualified and is in good standing wherever necessary to carry on its present business and operations and to own or lease its properties and has the power and authority and all necessary licenses and permits to carry on its present business and operations (including carrying on its business as presently conducted), to own or lease its properties and to enter into and perform its obligations under this Agreement. CLIENT shall be responsible for monitoring all transactional data provided by AC for proper reconciliation and to eliminate any incidents of potential fraud or money laundering and represents that any and all funds provided for exchanges are from known and confirmed sources and know your customer ("KYC") and background checks are conducted on any unknown sources prior to providing funds for exchange.

3. **Confidentiality and Non-Circumvention.**

3.1 Both parties to this Agreement represent that they possess or in the future may possess technical, business, financial, and market information and data which is proprietary in nature and which may be exchanged between them (the "Proprietary Material"). The term "Evaluation Material" does not include information which was or becomes generally available to the public other than as a result of disclosure by you or your directors, officers, employees, agents or advisors. Both parties recognized and acknowledge the competitive value and confidential nature of the Proprietary Material and the damage that could result if information contained therein is disclosed to any third party. Each party hereby agree that the Proprietary Material will not be used in any way detrimental to the other and will be used solely for the purposes contained in this Agreement, and that such information will be kept confidential; provided, however, that (i) any such information may be disclosed to the directors, officers, employees and representatives who need to

know such information and (ii) any disclosure of such information may be made to which a party consents in writing. Upon termination of this Agreement for any reason, both parties shall cease using and destroy the other party's Proprietary Information and shall, upon request, sign a certification attesting to the foregoing.

3.2 Each Party and its Representatives and Affiliates agrees that neither they, nor their representatives, nor any corporation, division, subsidiary, employee, partner, associate, consultant or affiliated person or entity associated with them or with whom they deal will make any contact with, deal with, circumvent or attempt to circumvent the other Party or otherwise become involved in any transaction with any third party (or that third parties agents, employees, associates, business entities, assignees, assignees affiliates, or other person or entity that would circumvent or deal with one bound by this Agreement) introduced by the other Party, without expressed permission of the introducing Party.

4. **Indemnities.**

4.1 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, AC MAKES NO OTHER WARRANTIES REGARDING ANY SERVICES PROVIDED THEREWITH AND HEREBY DISCLAIMS ANY AND ALL SUCH OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR INTENDED USE OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING WITHOUT LIMITATION STATEMENTS REGARDING THE SUITABILITY FOR USE, OR PERFORMANCE OF EQUIPMENT OR PROGRAMMING OR OTHERWISE, SHALL BE DEEMED TO BE A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY WHATSOEVER.

4.2 CLIENT shall indemnify, defend and hold AC harmless from and against any losses, expenses, damages, claims, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from: (1) injuries or death to persons or damage to property, including theft, in any way arising out of or caused or alleged to have been caused by the work or services performed by AC or AC's subcontractors, consultants or other persons furnished by AC; or (2) violation of any law, ordinance, rule, regulation or order caused by AC's work or services under this Agreement provided by AC.

5. **Other Terms and Conditions.**

5.1 **Non-Exclusivity.** CLIENT hereby acknowledges and agrees that the obligations and duties of AC are not exclusive. At any time, AC may provide like services to other companies.

5.2 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO PUNITIVE DAMAGES, THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S (A) ABILITY TO OBTAIN INJUNCTIVE OR OTHER EQUITABLE RELIEF; (B) CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5; AND (C) INDEMNIFICATION OBLIGATIONS UNDER SECTION 7; IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES.

5.3 **Representation.** AC and CLIENT each acknowledge that they have either been represented by independent legal counsel of their own choice throughout all of the negotiations which preceded the execution of this Agreement, or that they represent themselves without the benefit of legal counsel, and that they have executed this Agreement with the consent and on the advice of such independent legal counsel, and/or based upon their own free will and volition. AC and CLIENT further acknowledge that they and/or their

counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof and the delivery and acceptance of the consideration specified herein. This Agreement shall be deemed to be drafted by all parties hereto. By reason thereof, any ambiguity in this Agreement shall not be interpreted for or against any of the parties hereto but shall be construed as a whole according to its fair meaning.

IN WITNESS WHEREOF, the parties have executed this Development Agreement as of the date written above.

Arbejdsm Corp, a Colorado Corporation

By: _____
S. Randall Oveson, Manager

CLIENT

Name or Name of Business, a Individual or Type of Business
(Company Name) (Company type – LLC, Corp, etc)

By: _____
(Printed name of authorized signer)
Tracy Sellers
Tracy Sellers (Ind 4, 2024 10-20-2024)

(Signature of authorized signer)
Its Owner or Individual
(Title of authorized signer)

I should
not have
signed it
knowing what
I know now
about smart labs.

