**ESCROW AGREEMENT**

**THIS ESCROW AGREEMENT** (the "Agreement"), dated as of \_\_\_\_\_\_\_, \_\_ 2018 (the "Effective Date"), is by and between [INSERT NAME OF COMPANY], a [INSERT TYPE OF COMPANY] ("[COMPANY]"), and Dash Core Group, Inc., a Delaware corporation ("Dash"). From time to time, the [COMPANY] and Dash shall collectively be referred to herein as the “Parties” and individually, a “Party”.

**RECITALS**

1. Dash was formed for the purpose, among others, of performing one or more services that benefit, in whole or in part, the Dash decentralized autonomous organization (the “Dash DAO”).
2. From time to time, and in connection with certain proposals for services submitted to the Dash DAO by certain service providers, such service providers solicit Dash to provide certain escrow services for the benefit of the Dash DAO, for the purpose (among others) of holding compensation that may become due and payable to such service provider in exchange for its performance of the services described in such proposal.
3. [COMPANY] wishes to [DESCRIBE PLATFORM] where users can use Dash cryptocurrency (the “Dash Digital Cash”) to [DESCRIBE USE OF DASH ON PLATFORM] (the “Platform”), and in connection therewith, desires to submit a proposal to the Dash DAO, for its consideration, to create and develop such a Platform (the “Proposal”).
4. In anticipation of [COMPANY]’s submission of such Proposal to the Dash DAO, [COMPANY] desires to evidence the terms and conditions on which [COMPANY] will perform such services for the benefit of the DASH DAO, and desires to engage Dash to serve as an escrow agent in connection therewith, all in accordance with the terms and conditions set forth in this Agreement, which terms are conditioned on the acceptance of the Proposal by the DASH DAO.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Proposal. [COMPANY] shall submit the Proposal to the Dash DAO within seven (7) calendar days from the Effective Date of this Agreement, which Proposal may reference this Agreement, but must include a request for fees, costs, expenses, and any other remuneration to become due and payable under this Agreement (collectively, the “Compensation”) in an aggregate amount equal to **[INSERT AMOUNT]** Dash Digital Cash (“Requested Funds”) and a direction to deposit the aggregate Compensation to an account owned by Dash in accordance with Dash’s written instructions. In the event the Dash DAO accepts, and awards funding for, the Proposal in an amount that does not equal the Funds (the “Actual Funds” and together with the Requested Funds, the “Funds”), [COMPANY] shall only be entitled to that amount of Compensation equal to the product of (i) the quotient of (a) the Actual Funds, divided by (b) the Funds, multiplied by (ii) that portion of the aggregate amount of Compensation due and payable to [COMPANY] under this Agreement. The date the Proposal is accepted by the Dash DAO and the Funds are distributed to the Dash payment address is the “Acceptance Date.”
2. [COMPANY] Obligations.
   1. Service Obligations. Subject to the terms and conditions set forth in this Agreement, [COMPANY] hereby agrees to use its best efforts to create, develop, implement, complete, and operate the Platform, and to provide those certain services for the benefit of the Dash DAO, in each case all in accordance with the specifications (“Specifications”) and incremental milestones (each, a “Milestone”) set forth on Exhibit A attached hereto (the “Development”). Upon [COMPANY]’s completion of each Milestone or the Development, as applicable, [COMPANY] must submit written notice of such completion to Dash (the “Notice of Completion”).
   2. Performance and Maintenance Obligations. Throughout the Term (as defined below), [COMPANY] will (a) perform all services contemplated under this Agreement in a timely, professional, and workmanlike manner, and provide skilled and experienced personnel, facilities, equipment, and tools required to perform such services and carry out [COMPANY]’s responsibilities under this Agreement; and (b) use its best efforts to provide technical and maintenance support of the Platform, and any other deliverable delivered hereunder, to ensure the Platform’s users and operators can effectively use and operate the Platform.
   3. Exclusivity. [COMPANY] hereby agrees that Dash Digital Cash shall be the exclusive digital currency or cryptocurrency available on the Platform for the Exclusive Term. During the Exclusive Term (as defined below), [COMPANY] shall not and will not permit any of its representatives to, directly or indirectly:
      1. Solicit or encourage the initiation or submission of any expression of interest, inquiry, proposal, or offer from any person (other than Dash) relating to or in connection with a possible integration of a non-Dash cryptocurrency; or
      2. Participate in any discussions or negotiations or enter into any agreement with, or provide any non-public information to, any person (other than Dash) relating to or in connection with a possible integration of non-Dash cryptocurrency.
   4. Compliance with Laws. [COMPANY] shall at all times comply with all federal, state and local laws, ordinances, regulations, and orders that are applicable to the operation of its business and to this Agreement and its performance hereunder. Without limiting the generality of the foregoing, Integrator shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct its business relating to the exercise of its rights and the performance of its obligations under this Agreement.
3. Dash Escrow Services.
   1. Escrow Services. Dash hereby agrees, for the benefit of the Dash DAO, to serve as an escrow agent for the purpose of holding, in escrow, and administering the disposition of, all Compensation that may become due to [COMPANY] in exchange for [COMPANY]’s completion of any applicable Milestone or performance of other services under this Agreement, all in accordance with the terms and conditions contained in this Agreement.
   2. Conditions to Escrow. Dash agrees to hold the Compensation in an escrow account and to perform in accordance with the terms and provisions of this Agreement. [COMPANY] agrees that Dash does not assume any responsibility for the failure of the Dash DAO to perform in accordance with the Proposal. The acceptance by Dash of its responsibilities hereunder is subject to the following terms and conditions, which the parties hereto agree shall govern and control with respect to the Dash’s rights, duties, liabilities and immunities:
      1. Dash shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the other parties to this Agreement. Dash shall not be required to take any action hereunder involving any expense unless the payment of such expense is made or provided for in a manner reasonably satisfactory to it.
      2. Dash shall be protected in acting upon any written notice, consent, receipt or other paper or document furnished to it, not only as to its due execution and validity and effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which Dash in good faith believes to be genuine and what it purports to be. Should it be necessary for Dash to act upon any instructions, directions, documents or instruments issued or signed by or on behalf of any corporation, fiduciary or individual acting on behalf of another party hereto, which Dash in good faith believes to be genuine, it shall not be necessary for Dash to inquire into such corporation's, fiduciary's or individual's authority.
      3. Dash shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, or for anything which it may do or refrain from doing in connection herewith, except for its own gross negligence or willful misconduct.
      4. Dash may consult with, and obtain advice from, legal counsel in the event of any question as to any of the provisions hereof or the duties hereunder, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel.
      5. Dash shall neither be responsible for, nor chargeable with knowledge of, the terms and conditions of any other agreement, instrument or document between the other parties hereto. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of Dash shall be inferred from the terms of this Agreement or any other agreement, instrument or document.
      6. In the event that Dash shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from the Dash DAO or [COMPANY] which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in writing jointly by the Dash DAO and [COMPANY] or by a final and non-appealable order of a court of competent jurisdiction. Dash shall have the option, after thirty (30) days' notice to the Dash DAO and [COMPANY] of its intention to do so, to file an action in interpleader requiring the Dash DAO and [COMPANY] to answer and litigate any claims and rights among themselves. Anything in this Agreement to the contrary notwithstanding, in no event shall Dash be liable for special, incidental, punitive, indirect, or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if Dash has been advised of the likelihood of such loss or damage and regardless of the form of action.
      7. Dash may execute any of its powers and perform any of its duties under this Agreement directly or through affiliates or agents. Any corporation or association into which Dash may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its escrow business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become the successor escrow agent hereunder and vested with all of the title to the whole property or trust estate and all of the trusts, powers, immunities, privileges, protections and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.
   3. Notice of Completion. Upon Dash’s receipt of [COMPANY]’s Notice of Completion, Dash will evaluate the specifications for such Milestone and determine if such specifications are satisfied. On or prior to the seventh (7th) calendar day following the date Dash receives such notice, Dash agrees to deliver written notice to [COMPANY] of whether the applicable Milestone or Development is complete in accordance with the Specification; provided, however, if Dash fails to deliver such notice to [COMPANY] within such seven-day period, the applicable Milestone or Development will be deemed incomplete for purposes of this Agreement.
   4. Completion. Upon Dash’s determination that a Milestone is complete, Dash agrees to release and deliver to [COMPANY] that portion of the Compensation due and payable to [COMPANY] in connection with its completion of such Milestone as provided in this Agreement.
   5. Dash Compensation. [COMPANY] agrees to pay to Dash [AMOUNT] in accordance with either the [COMPANY] Agents function of the Platform (as defined in Exhibit A) or manually as compensation for the services to be rendered by Dash under this Agreement, which unless otherwise agreed in writing, shall be as described in Dash Compensation Exhibit B attached hereto.
   6. Duties; Limitation of Liability. Dash shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duty, shall be implied. Dash may conclusively rely upon any written notice, document, instruction or request delivered by [COMPANY] believed by it to be genuine and to have been signed by an authorized representative(s) of [COMPANY], as applicable, without inquiry and without requiring substantiating evidence of any kind and Dash shall be under no duty to inquire into or investigate the validity, accuracy, or content of any such document, notice, instruction or request. Dash shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that Dash’s gross negligence or willful misconduct was the cause of any direct loss to [COMPANY]. Dash may execute any of its powers and perform any of its duties under this Agreement directly or through affiliates or agents. In the event Dash is uncertain, or believes there is some ambiguity, as to its duties or rights under this Agreement or receives instructions, claims, or demands from [COMPANY] which in Dash’s judgment conflict with the provisions of this Agreement, or if Dash receives conflicting instructions from [COMPANY], Dash shall be entitled either to refrain from taking any action until it shall be given a court order issued by a court of competent jurisdiction (it being understood that Dash shall be entitled conclusively to rely and act upon any such court order and shall have no obligation to determine whether any such court order is final). Anything in this Agreement to the contrary notwithstanding, in no event shall Dash be liable for special, incidental, punitive, indirect, or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if Dash has been advised of the likelihood of such loss or damage and regardless of the form of action.
4. No Endorsement. Notwithstanding anything to the contrary, Dash does not directly or indirectly endorse or approve any Platform, service, or other offering of [COMPANY].  [COMPANY] shall not state or imply any endorsement by Dash based upon Dash’s assistance to [COMPANY] as detailed herein. [COMPANY] agrees and acknowledges that Dash’s entering into this Agreement in no way endorses the merits of any of [COMPANY]’s offerings, and [COMPANY] agrees to prohibit any person or entity that may be connected to its Platform, service, or offering, from using Dash’s name as an endorser of such.
5. Term and Termination.
   1. Term. The term of this Agreement commences as of the Effective Date and shall continue for a period of [INSERT TERM] from the date the Development of the Platform is complete, evidenced by a release, in whole or in part, of Funds by Dash to [COMPANY] in connection with such completion (the “Exclusive Term”), unless earlier terminated pursuant to the terms and conditions of this Agreement.
   2. Termination. In addition to any other express termination right set forth elsewhere in this Agreement:
      1. Either party may terminate this Agreement if such party delivers advance written notice of such termination to the other party at least sixty calendar days prior to the date the Term expires, which termination shall be effective on the date the Term expires;
      2. Either party may terminate this Agreement effective on the date written notice thereof is delivered to the other party, if the other party materially breaches this Agreement, including, but not limited to breaching the representations and warranties contained in Section 10.2, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured sixty (60) days after the non-breaching party provides the breaching party with written notice of such breach; and
      3. Either party may terminate this Agreement, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
   3. Effect of Termination. Upon termination of this agreement for any reason, all licenses granted hereunder shall immediately terminate and the Receiving Party (as defined below) shall immediately return or destroy the Confidential Information (as defined below) of the Disclosing Party (as defined below). In the event this Agreement is terminated under Section 5.2(b) for breach of Section 2.3, [COMPANY] shall repay to Dash, at Dash’s sole discretion, a pro rata amount of Dash Digital Cash received from the Dash DAO under the submitted Proposal for the number of months in the Exclusive Term that Dash Digital Cash was not the exclusive cryptocurrency on the Platform. Except for as provided otherwise in this Section 5.3 for breach of Section 2.3, upon termination by Dash for a breach by [COMPANY] under Section 5.2(b), including, but not limited to, a breach of any Specification as set forth in Exhibit A, [COMPANY] shall immediately pay to Dash, at Dash’s sole discretion and for the benefit of the Dash DAO, a pro rata amount determined by Dash in its sole discretion.
6. [COMPANY] Compensation; Payment Terms.
   1. Funds. Dash shall pay the Funds to [COMPANY] in accordance with the Milestone and Payment Schedule in Exhibit A.
   2. Invoice and Payment. In accordance with the Payment Schedule in Exhibit A, [COMPANY] shall submit an invoice to the Dash for the corresponding Funds specified in Exhibit A. Such invoices shall be accompanied by written documentation itemized with sufficient detail to support the invoiced amounts. The invoices shall be paid, less any amounts subject to a bona fide dispute, no later than fourteen (14) days following the date the applicable invoice is received. The Funds shall be payable in Dash Digital Cash in accordance with the Payment Schedule and this Section 6.
   3. Taxes. Dash shall be entitled, but not required, to deduct and withhold from any amount distributed or released from the Funds all taxes which may be required to be deducted or withheld under any provision of applicable tax law. All such withheld amounts shall be treated as having been delivered to the Party entitled to the amount distributed or released in respect of which such tax has been deducted or withheld. The Funds held in escrow by Dash are for the benefit of the Dash DAO and [COMPANY] and are not received or transferred to Dash in any way and are not income to Dash.
7. Intellectual Property Rights.
   1. [COMPANY] Materials. All right, title and interest in, to, and under (a) the materials, systems, and processes of completing Development, (the “[COMPANY] Materials”) and (b) all works, inventions and other subject matter incorporating, based on or derived from any part of the Development, including all customizations, enhancements, improvements and other modifications thereof (collectively, “Derivatives”), in each case (subclause (a) and subclause (b)) by whomsoever made and including all Intellectual Property Rights therein, are and will remain, as appropriate, with [COMPANY]. Dash has no right or license with respect to any [COMPANY] Materials or Derivatives except as expressly licensed under Section 8.1. [COMPANY] expressly reserves all other rights in, to, and under the [COMPANY] Materials and Derivatives. For purposes of this Agreement, “Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
   2. Dash Materials; License. Subject to and conditioned upon [COMPANY]’s compliance with the terms and conditions of this Agreement, Dash hereby grants to [COMPANY] a limited, non-exclusive, non-transferable, non-sublicensable license to use the Dash Materials during the Term for integration purposes only. As between the parties, Dash is and will remain the sole and exclusive owner of all right, title and interest in, to, and under all Intellectual Property Rights associated with any and all Dash Materials, subject only to the license granted under this Section 7.2. For the purposes of this Agreement, “Dash Materials” means the specific documents and materials, including specifications, software, systems, and technologies that are provided or made available to [COMPANY] in connection with the Development or Platform.
   3. Third-Party Materials. For purposes of this Agreement, “Third-Party Materials” means materials and information, in any form or medium, including any software (including open source software), documents, data, content, specifications, products, equipment, or components of or relating to the Development or Platform that are not proprietary to [COMPANY]. Completing the Development may include or operate in conjunction with Third-Party Materials. To the extent that any Third-Party Materials included in or required for use with any part of the Development or Platform is not identified in this Agreement, [COMPANY] will identify to Dash such Third-Party Materials. All Third-Party Materials are provided pursuant to the terms and conditions of the applicable third-party license agreement. Dash shall comply with all such third-party license agreements.
8. Trademark Licenses.
   1. [COMPANY] License. Subject to and conditioned upon compliance with all the terms and conditions of this Agreement, [COMPANY] hereby grants to Dash a limited, non-exclusive, fully paid-up and royalty-free, non-transferable (except as set forth in Section 12.7), non-sublicensable trademark license to use the [COMPANY] trademark [and COMPANY logo] during the Term for promotion and marketing purposes only.
   2. Dash License. Subject to and conditioned upon compliance with all the terms and conditions of this Agreement, Dash hereby grants to [COMPANY] a limited, non-exclusive, non-transferable, non-sublicensable Trademark license to use the DASH and DASH logo trademarks during the Term for promotion and marketing purposes only.
9. Confidentiality.
   1. Confidential Information. In connection with this Agreement, each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations.
   2. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
      1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
      2. except as may be permitted by and subject to its compliance with Section 9.3, not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9.2; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9.2.
      3. safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care; and
      4. ensure its representatives' compliance with, and be responsible and liable for any of its representatives' noncompliance with, the terms of this Section 9.
   3. Compelled Disclosures. If the Receiving Party or any of its representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy, or waive its rights under Section 9.2; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9.3, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.
10. Representations and Warranties.
    1. Mutual Representations and Warranties. Each party represents and warrants to the other party that:
       1. it is a duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;
       2. it has the full right, power and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, this Agreement;
       3. the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and
       4. when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.
    2. Additional [COMPANY] Representations and Warranties; Limited Remedy. 
       1. [COMPANY] represents and warrants to Dash that [COMPANY] will complete Development using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.
       2. [COMPANY] represents, warrants, and covenants to Dash that [COMPANY] owns or otherwise has and will have the necessary rights and consents in and relating to the [COMPANY] Materials so that, as used in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights of any third party or violate any applicable law.
       3. [COMPANY] represents, warrants, and covenants to Dash that [COMPANY] operates in accordance with, and will perform its duties pursuant to this Agreement in compliance with all applicable laws as provided in section 2.4.
       4. [COMPANY] further warrants that the completed Platform will in all material respects function properly in accordance with the Specifications. In the event of [COMPANY]'s breach of the foregoing warranty, [COMPANY]'s obligations and liabilities and Dash's remedies shall be as follows:
          1. [COMPANY] shall use best efforts to cure such breach; provided that, if [COMPANY] cannot cure such breach within a reasonable time (but no more than 30 days) after Dash's written notice of such breach, Dash may, at its option, terminate the Agreement effective immediately on written notice to the other party; and
          2. In the event [COMPANY] fails to remedy such breach on a timely basis, Dash shall be entitled to such remedies as may otherwise be available under this Agreement, at law or in equity for breach of its maintenance and support obligations. Nothing in this Section 10.2 shall limit Dash's right to indemnification pursuant to Section 11.
11. Indemnification and Infringement.
    1. General Indemnification. [COMPANY] shall defend, indemnify, and hold harmless Dash and Dash's officers, directors, employees, agents, successors, and assigns (each, a "Dash Indemnitee") from and against all any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers that are incurred by a Dash Indemnitee (the "Losses") arising out of or resulting directly or indirectly from any third party claim, suit, action, or proceeding (each, an "Action") that arises out of or results directly or indirectly from:
       1. [COMPANY]'s breach of any representation, warranty, covenant, or obligation of [COMPANY] under this Agreement;
       2. any action or failure to take a required action, negligence, gross negligence, or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or activity required by or conducted in connection with this Agreement by [COMPANY] in connection with performing services under this Agreement;
       3. Dash’s performance of this Agreement, except to the extent that such Losses are determined by a court of competent jurisdiction to have been caused by the gross negligence, willful misconduct, or bad faith of such Dash Indemnitee; and
       4. Dash’s following, accepting, or acting upon any instructions or directions, from [COMPANY] received in accordance with this Agreement.
    2. Indemnification Procedure. Dash will promptly notify [COMPANY] in writing of any Action for which it seeks to be indemnified pursuant to Section 11.1 and cooperate with [COMPANY] at [COMPANY]'s sole cost and expense. [COMPANY] shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to Dash to handle and defend the same, at [COMPANY]'s sole cost and expense. [COMPANY] shall not settle any Action in a manner that adversely affects the rights of Dash or any Dash Indemnitee without Dash's prior written consent, which shall not be unreasonably withheld or delayed. Dash's failure to perform any obligations under this Section 11.2 will not relieve [COMPANY] of its obligations under this Section 11 except to the extent that [COMPANY] can demonstrate that it has been prejudiced as a result of such failure. Dash may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.
    3. Infringement. [COMPANY] agrees to defend or settle any third party claim, action, demand, liability, loss, damage, penalty, judgment, settlement, expense, investigation, lawsuit, or proceeding (each, a “Claim”) made or brought against Dash alleging that any portion or aspect of the Development, Platform, related services, or any Intellectual Property of [COMPANY] made available to Dash under this Agreement infringes any patent, copyright, trademark, or other Intellectual Property Right of a third party. If Intellectual Property of [COMPANY] becomes, or in [COMPANY]’s opinion is likely to become, the subject of an infringement Claim, [COMPANY] may, at [COMPANY]’s option and expense, procure for Dash the right to continue using such item as provided hereunder, modify such item so that it is no longer infringing, replace such item with another item of equal or superior functional capability, or require the return or cessation of use of the item and refund Dash the portion of the Funds or Compensation paid that are attributable to the item (without interest).
12. Miscellaneous.
    1. Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.
    2. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
    3. Public Announcements. Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use the other party's trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, that each Party may, without requiring the other Party's consent, include such Party's name in its lists of current or former partnerships in promotional and marketing materials.
    4. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received (1) upon confirmation of a receipt of a facsimile transmission; (2) if hand delivered, upon delivery against receipt or upon refusal to accept the notice; or (3) if delivered by a standard overnight courier, one business day after deposit with such courier, postage prepaid, in each case, addressed to such party at the address set for below:

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| --- | --- |
| If to [COMPANY]: | [COMPANY NAME]  [INSERT COMPANY ADDRESS]  Attention: [INSERT NAME & TITLE]  E-mail: [INSERT E-MAIL] |
| If to Dash: | Dash Core Group, Inc.  1475 North Scottsdale Road, Suite 200  Scottsdale, Arizona 85257  Attention: Ryan Taylor, Chief Executive Officer  E-mail: [Ryan@dash.org](mailto:Ryan@dash.org) |

Either party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

* 1. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
  2. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, and conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing.
  3. Assignment. [COMPANY] shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Dash’s prior written consent. No delegation or other transfer will relieve [COMPANY] of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section 12.7 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
  4. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing that is identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
  5. Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
  6. Agreement to Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If the dispute cannot be settled through negotiation within a period of seven (7) days, the Parties agree to attempt in good faith to settle the dispute through mediation, administered by a mediator mutually agreeable to both Parties, before resorting to arbitration. If they do not reach such solution, or an agreed upon mediator cannot be identified, within a period of thirty (30) days, then, upon notice by either Party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration as provided by the laws of the State of Arizona and County of Maricopa, and not by a lawsuit or resort to court process except as state and federal law provides for judicial review of arbitration proceedings. Both Parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. Should a dispute require a decision not settles by Arbitration, all issues shall be reviewed and settled in courts in the State of Arizona, starting in the County of Maricopa.
  7. All Disagreements Must be Arbitrated. Any dispute including disputes as to whether or not a dispute is subject to arbitration, will also be determined by submission to binding arbitration. Any claims must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress, injunctive relief, or punitive damages.
  8. Procedures and Applicable Law. A demand for arbitration must be communicated in writing to all Parties. Each Party shall select an arbitrator (Party arbitrator) within thirty days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the Parties within thirty days thereafter. The neutral arbitrator shall then be the sole arbitrator and shall decide the arbitration. Each Party to the arbitration shall pay such Party’s pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees, or other expenses incurred by a Party of such Party’s own benefit.
     1. Either Party shall have the absolute right to bifurcate the issues of liability and damage upon written request to the neutral arbitrator. The Parties consent to the intervention and joinder in this arbitration of any person or entity that would otherwise be a proper additional Party in a court action, and upon such intervention and joinder any existing court action against such additional person or entity shall be stayed pending arbitration.
     2. The Parties agree that provisions of the American Arbitration Association (www.adr.org) shall apply to disputes within this Intellectual Property Agreement. The Parties further agree that the Commercial Arbitration Rules of the American Arbitration Association shall govern any arbitration conducted pursuant to this Arbitration Agreement. The Parties further agree that ANY dispute will be handled by a single Arbiter.
  9. Arbitration General Provisions. All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable legal statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence. If any provision of this Arbitration Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.
  10. Governing Law; Submission to Jurisdiction. This Agreement is exclusively governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Arizona. Any legal suit, action or proceeding arising out of this Agreement or its subject matter shall be instituted exclusively in the federal courts of the United States or the courts of the State of Arizona in each case located in the city of Scottsdale and County of Maricopa, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.
  11. Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
  12. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**[COMPANY]**

By:

Name: [NAME]

Title: [TITLE]

**DASH CORE GROUP, INC.**

By:

Name: Ryan Taylor

Title: Chief Executive Officer

**EXHIBIT A (FORM)**

**Development**

**Specifications of Platform**

* Description of Platform & Specifications of Project

**Milestones and Payment Schedule**

* Include timelines and milestones
* Include how payments correspond to milestones

Payment Schedule:

1. Within three (3) days of the Acceptance Date, [COMPANY] shall submit an invoice to Dash for the first portion of the Funds related to Milestone 0 equal to [INSERT AMOUNT] Dash Digital Cash. The invoice shall include a Notice of Completion of Milestone 0 and shall be paid in accordance with Section 6.

2. Within three (3) days of the completion of Milestone 1, [COMPANY] shall submit an invoice to Dash for the second portion of the Funds related to Milestone 1 equal to [INSERT AMOUNT] Dash Digital Cash. The invoice shall include a Notice of Completion of Milestone 1 and shall be paid in accordance with Section 6.

3. Within three (3) days of the completion of Milestone 2, [COMPANY] shall submit an invoice to Dash for the third portion of the Funds related to Milestone 2 equal to [INSERT AMOUNT] Dash Digital Cash. The invoice shall include a Notice of Completion of Milestone 2 and shall be paid in accordance with Section 6.

4. Within three (3) days of the completion of Milestone 3, [COMPANY] shall submit an invoice to Dash for the fourth portion of the Funds related to Milestone 3 equal to [INSERT AMOUNT] Dash Digital Cash. The invoice shall include a Notice of Completion of Milestone 3 and shall be paid in accordance with Section 6.

**Payment Methods**

* Include address at which to receive Dash

Payment Method: Dash shall pay the Funds to [COMPANY], payable in Dash Digital Cash in accordance with the Payment Schedule.

[COMPANY’s] address for Dash payment: