SERVICES AGREEMENT

This Services Agreement (this "Agreement") is entered into as of December 31, 2025 (the "Effective Date"), by and between:

> **LockIt Labs LLC**, a Wyoming limited liability company ("Service Provider" or "Labs"); and

> **LockItIn Protocol DAO LLC**, a Wyoming decentralized autonomous organization limited liability company ("DAO" or "Client").

Each a "Party" and collectively the "Parties."

RECITALS

WHEREAS, the DAO operates the LockItIn Protocol, a trust-minimized protocol for peer-to-peer statement resolution deployed on Base blockchain;

WHEREAS, the DAO requires ongoing technical services, operational support, and regulatory compliance assistance during its initial operational period;

WHEREAS, Labs possesses the technical expertise and operational capability to serve as the DAO's operational steward during this initial period;

WHEREAS, the DAO's governance smart contracts deployed at 0x0C60e429900Aa91995c337772Ca6711a6CA699D4 (Governor) and 0x10DD0b5A0E79a5399AE8d8DD6f3562250696112F (Timelock) on Base blockchain (Chain ID: 8453) serve as the DAO's publicly available identifier under W.S. 17-31-106(b);

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

"API Services" means the third-party application programming interfaces required for Protocol operation, including but not limited to Exa Search API, xAI Grok API, Twelve API, and Visual Crossing API.

"Budget Funds" means the portion of Token Sale proceeds allocated to the Compliance Budget and Infrastructure Budget under Section 6.2.

"Cloud HSM Utility" means a hardware security module-based key management and transaction signing system substantially similar to the architecture described in Schedule A attached hereto.

"Compliance Budget" means the Two Hundred Fifty Thousand United States Dollars ($250,000.00 USD) allocated for legal and compliance expenses as described in Section 6.3.

"DAO Site" means the website located at lockitindao.org and any successor domains.

"Deliverables" means the specific work products to be delivered by Labs as set forth in Article 3.

"Excluded Regions" means the United Kingdom, European Union Member States, European Economic Area countries, Canada, China, Singapore, Australia, Thailand, Myanmar, the U.S. states of California, New York, Hawaii, Texas, Alabama, Vermont, Maryland, Nevada, and Sanctioned Jurisdictions.

"Infrastructure Budget" means the Seventy-Five Thousand United States Dollars ($75,000.00 USD) allocated for infrastructure expenses as described in Section 6.4.

"LaunchVault" means the LOCKITLaunchVault smart contract that conducts the Token Sale and programmatically executes liquidity pool creation and token distribution upon successful completion.

"Contract Registry" means the DAO's publicly accessible registry of the current smart contract addresses for the Protocol and related infrastructure, maintained at /contracts/ on the DAO Site (initially located at https://lockitindao.org/contracts), as such location may be updated from time to time by the DAO through its governance process.

"Protocol" means the LockItIn Protocol smart contracts deployed on Base blockchain that enable trust-minimized peer-to-peer statement resolution and informational commitments, including any successor deployments, versions, or migrations authorized through the DAO's governance process. The then-current address(es) of the primary Protocol contract(s) are set forth in the Contract Registry.

"Protocol Marks" means the LockItIn name, LOCKIT name, and associated logos, trade dress, and brand assets owned by the DAO.

"Reference Explorer" means the transaction builder and block explorer interface hosted at lockitin.xyz.

"Sanctioned Jurisdictions" means Cuba, Iran, North Korea, Syria, Russia, Belarus, Afghanistan, Yemen, and the Crimea, Donetsk, and Luhansk regions, and any other jurisdiction subject to comprehensive sanctions by the United States, European Union, or United Nations.

"Services" means the ongoing hosting, maintenance, operational, and administrative services described in Article 2.

"Token Sale" means the DAO's offering of LOCKIT governance tokens conducted through the LaunchVault with a target raise of $500,000 USDC.

"VERO" means the Verification Engine for Resolution Outcomes, the oracle system used by the Protocol for statement resolution.

ARTICLE 2 - SERVICES

2.1 Hosting Services. Labs shall provide and maintain hosting infrastructure for:

    (a) The Reference Explorer at lockitin.xyz, including all transaction builder and block explorer functionality;

    (b) The DAO Site at lockitindao.org, including discussion board functionality and token-based voting implementation for DAO members; and

    (c) Any necessary backend infrastructure, databases, and supporting services.

2.2 API Credit Management. Labs shall ensure adequate API credits are maintained for all API Services required for Protocol operation, including Exa Search, xAI Grok, Twelve, and Visual Crossing. Labs shall monitor usage and proactively replenish credits to prevent service interruption. API costs shall be paid from the Infrastructure Budget.

2.3 Domain Management. The DAO shall retain ownership of the lockitin.xyz and lockitindao.org domains. Labs shall manage DNS configuration, SSL certificates, and domain-related technical administration for the duration of this Agreement. Upon termination, Labs shall cooperate in transferring management to the DAO or its designee.

2.4 Contract Submissions. Labs shall submit contract parameter changes and protocol upgrades to the Protocol contract as requested by the DAO through governance processes and as approved by LOCKIT token holders in accordance with the Governor and Timelock smart contract requirements.

2.5 Protocol Ownership Transition. Labs shall initiate the transfer of Protocol ownership to the DAO Timelock contract prior to the opening of the Token Sale.

2.6 Service Level. Labs shall use commercially reasonable efforts to maintain 99.5% uptime for hosted services, excluding scheduled maintenance windows communicated at least 48 hours in advance.

2.7 Subcontracting. Labs may engage subcontractors, consultants, attorneys, accountants, and other service providers as necessary to perform the Services and manage the budgets described in Article 6. Labs shall remain responsible for the performance of any subcontractors.

ARTICLE 3 - DELIVERABLES

Labs shall deliver the following during the Term:

3.1 White-Label Transaction Builder and Block Explorer. A configurable, brandable version of the transaction builder and block explorer suitable for third-party deployment, enabling frontend distribution and censorship resistance.

3.2 Self-Hosted Minimal Interface. A lightweight, self-hostable transaction builder and block explorer that connects directly to MetaMask or other Web3 wallets, capable of

discovering and constructing Protocol transactions without reliance on centralized infrastructure.

3.3 Reference Interface Improvements. Ongoing improvements, bug fixes, and feature enhancements to the Reference Explorer at lockitin.xyz and the DAO Site at lockitindao.org throughout the Term.

3.4 Cloud HSM Utility. Labs shall specify, develop, and deploy a Cloud HSM Utility for secure key management and automated transaction signing, substantially based on or derived from the architecture outlined in Schedule A. The Cloud HSM Utility shall be made available to the DAO by the end of the Term.

3.5 DAO Governance Infrastructure. Discussion board functionality and token voting implementation on the DAO Site, enabling LOCKIT token holders to participate in governance discussions and signal preferences.

3.6 VERO Source Code. Labs shall deliver revised and improved VERO oracle source code to the DAO for governance review and deployment. Such source code shall be provided in a format suitable for submission to the Protocol's oracle configuration through governance processes.

3.7 Documentation. Technical documentation for all Deliverables sufficient for the DAO or a successor service provider to operate and maintain the systems.

ARTICLE 4 - REGULATORY COMPLIANCE

4.1 Geographic Restrictions. Labs shall implement and maintain geographic access restrictions on the Reference Explorer at lockitin.xyz to block access from Excluded Regions. Labs shall maintain and update a geoblock list consistent with the restrictions described in the DAO's published documentation.

4.2 Law Enforcement Cooperation. Labs shall comply with valid court orders, subpoenas, and other legal process issued by courts of competent jurisdiction. Upon receipt of any such legal process relating to the Protocol or Services, Labs shall:

(a) Notify the DAO promptly, to the extent permitted by law;

(b) Cooperate with legal counsel engaged under the Compliance Budget to respond appropriately; and

(c) Implement any required access restrictions or content modifications as directed by valid legal process.

4.3 Geoblock List Updates. Labs shall update the geoblock list as necessary to reflect changes in applicable sanctions regimes, regulatory guidance, or DAO governance decisions. Labs shall implement geoblock updates within a reasonable time following notification of required changes.

ARTICLE 5 - TERM AND TERMINATION

5.1 Term. This Agreement shall commence on December 31, 2025 and continue until December 31, 2027 (the "Term"), unless earlier terminated in accordance with this Article 5.

5.2 Termination for Cause. Either Party may terminate this Agreement upon sixty (60) days' written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof.

5.3 Termination by DAO Governance. The DAO may terminate this Agreement at any time through a governance proposal approved by LOCKIT token holders in accordance with the Governor smart contract, subject to the Timelock delay. Such termination shall be effective upon the later of (a) execution of the governance action or (b) sixty (60) days from the date the proposal was queued.

5.4 Effect of Termination. Upon termination:

(a) Labs shall cooperate in transitioning Services to the DAO or its designee;

(b) Labs shall deliver all completed and in-progress Deliverables;

(c) Labs shall transfer domain management to the DAO or its designee;

(d) Labs shall provide a final accounting of all budget expenditures;

(e) Labs shall transfer any unexpended Budget Funds to a wallet designated by the DAO; and

(f) Any unexpended Budget Funds shall remain the property of the DAO.

5.5 Post-Term Transition. Following the expiration of the Term, the DAO may, at its sole discretion, negotiate a new agreement with Labs, engage alternative service providers, or assume operational responsibilities directly. Labs shall provide reasonable transition assistance for a period of thirty (30) days following the end of the Term.

ARTICLE 6 - FINANCIAL MANAGEMENT

6.1 Token Sale and Liquidity. Upon successful completion of the Token Sale raising Five Hundred Thousand United States Dollars ($500,000.00 USDC), the LaunchVault smart contract shall programmatically deploy Fifty Thousand United States Dollars ($50,000.00 USD) paired with fifty million (50,000,000) LOCKIT tokens to Uniswap V2 on Base blockchain, with LP tokens programmatically burned, creating permanent liquidity.

In the event the automated liquidity creation fails after five (5) attempts, Labs may utilize the LaunchVault's manual override mechanism to complete liquidity pool creation. Labs is designated as the lpOpsWallet for purposes of the LaunchVault contract.

6.2 Budget Allocations. Following successful Token Sale completion and LaunchVault finalization, the remaining proceeds shall be allocated as follows:

(a) **Compliance Budget:** Two Hundred Fifty Thousand United States Dollars ($250,000.00 USD) for legal and compliance expenses;

(b) **Development Services:** One Hundred Twenty-Five Thousand United States Dollars ($125,000.00 USD) for Labs' services under this Agreement; and

(c) **Infrastructure Budget:** Seventy-Five Thousand United States Dollars ($75,000.00 USD) for infrastructure and operational expenses.

6.3 Compliance Budget Management. Labs shall manage the Compliance Budget on behalf of the DAO, including:

(a) Engaging legal counsel for regulatory matters, entity maintenance, and legal opinions;

(b) Engaging certified public accountants for tax compliance and financial reporting;

(c) Paying entity formation and maintenance fees; and

(d) Other compliance-related expenses as reasonably necessary.

The Compliance Budget is estimated to provide a two-year runway. Labs shall engage with the DAO periodically to review expenditure estimates and may request additional grants if necessary or extend runway if conditions are favorable.

6.4 Infrastructure Budget Management. Labs shall manage the Infrastructure Budget for operational expenses including:

(a) Chainlink LINK tokens for oracle operations;

(b) API Services credits and subscriptions;

(c) Cloud hosting and server costs;

(d) Domain registration and SSL certificates; and

(e) Operational gas for contract interactions.

Labs shall withdraw from the Infrastructure Budget quarterly after posting itemized expenses as described in Section 7.1.

6.5 Budget Custody and Ownership. Budget Funds held by Labs in the operational wallets listed in Schedule B remain the beneficial property of the DAO at all times. Labs shall maintain accurate records of all expenditures from the Compliance Budget and Infrastructure Budget. All budget transactions shall be verifiable on-chain.

6.6 Development Services Compensation. Labs' compensation for development services shall be One Hundred Twenty-Five Thousand United States Dollars ($125,000.00 USD), payable as follows:

(a) **First Installment:** Sixty-Two Thousand Five Hundred United States Dollars ($62,500.00 USD), payable within thirty (30) days following LaunchVault finalization; and

(b) **Second Installment:** Sixty-Two Thousand Five Hundred United States Dollars ($62,500.00 USD), payable upon delivery and acceptance of all Deliverables, or on December 31, 2027, whichever occurs first.

6.7 Payment Method. All payments shall be made in USDC on Base blockchain to the wallet addresses listed in Schedule B.

6.8 Manual Override Reporting. If Labs utilizes the LaunchVault manual override mechanism pursuant to Section 6.1, Labs shall publish a report on the DAO Site within seven (7) days describing the reason the override was necessary, the relevant transaction hashes, and confirmation that liquidity was created and LP tokens handled as intended.

ARTICLE 7 - REPORTING

7.1 Infrastructure Expense Reports. Labs shall publish quarterly reports detailing Infrastructure Budget expenditures, including itemized costs for hosting, API services, LINK tokens, and other operational expenses. Reports shall be published within fifteen (15) days following the end of each calendar quarter.

7.2 Compliance Expense Posting. Labs shall post Compliance Budget expenditures (including attorney fees, CPA fees, and other professional service costs) within seven (7) days of each withdrawal or payment.

7.3 Biannual System Reports. Labs shall publish biannual reports on general system health and infrastructure performance in Q1 and Q3 of each year during the Term. Reports shall include uptime metrics, service availability, and general observations on system behavior.

7.4 VERO Accuracy Evaluation. Labs shall publish biannual evaluations of VERO oracle accuracy in Q2 and Q4 of each year during the Term. Evaluations shall include:

(a) Analysis of resolution outcomes during the reporting period;

(b) Review of on-chain data and resolution patterns; and

(c) Recommendations for oracle improvements, if any.

7.5 Report Publication. All reports shall be published on the DAO Site and made available for discussion by LOCKIT token holders.

ARTICLE 8 - INTELLECTUAL PROPERTY

8.1 DAO Property. The DAO shall retain all right, title, and interest in and to:

(a) The lockitin.xyz and lockitindao.org domains;

(b) The Protocol smart contracts and associated code;

(c) The Protocol Marks; and

(d) All Deliverables upon payment of applicable compensation.

8.2 Brand License. The DAO hereby grants Labs a non-exclusive, royalty-free, revocable license to use the Protocol Marks solely for the purpose of performing the Services and operating the Reference Explorer and DAO Site during the Term. This license shall:

(a) Automatically terminate upon termination or expiration of this Agreement;

(b) Be subject to any brand guidelines published by the DAO; and

(c) Be revocable by the DAO through governance action upon reasonable notice.

8.3 Work Product Assignment. All Deliverables created by Labs specifically for the DAO under this Agreement shall be owned by the DAO upon payment of the applicable compensation. Labs hereby assigns to the DAO all right, title, and interest in such Deliverables.

8.4 Open Source. The Parties acknowledge that certain Deliverables may incorporate or be released as open-source software. Labs may release Deliverables under open-source licenses approved by the DAO, and such release shall not constitute a breach of this Agreement.

8.5 Labs Tools. Labs shall retain ownership of any pre-existing tools, libraries, or methodologies used in providing the Services, provided that Labs grants the DAO a perpetual, royalty-free license to use such tools as necessary to operate the Deliverables.

ARTICLE 9 - REPRESENTATIONS AND WARRANTIES

9.1 Mutual Representations. Each Party represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Wyoming;

(b) It has the power and authority to enter into this Agreement; and

(c) This Agreement constitutes a legal, valid, and binding obligation.

9.2 Labs Representations. Labs represents and warrants that:

(a) The Services will be performed in a professional and workmanlike manner;

(b) The Deliverables will substantially conform to their specifications; and

(c) Labs has the technical capability to perform the Services.

9.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, LABS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 10 - LIMITATION OF LIABILITY

10.1 Exclusion of Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR GOODWILL, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

10.2 Cap on Liability. LABS' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL COMPENSATION ACTUALLY PAID TO LABS FOR DEVELOPMENT SERVICES UNDER SECTION 6.6.

10.3 Third-Party Services. Labs shall not be liable for failures, outages, or errors in third-party services including API Services, blockchain networks, or cloud infrastructure providers.

ARTICLE 11 - CONFIDENTIALITY

11.1 Confidential Information. Each Party agrees to maintain the confidentiality of non-public information received from the other Party, including API credentials, private keys, and security configurations.

11.2 Exclusions. Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was known to the receiving Party prior to disclosure; (c) is independently developed by the receiving Party; or (d) is required to be disclosed by law or valid legal process.

ARTICLE 12 - INDEMNIFICATION

12.1 Labs Indemnification. Labs shall indemnify, defend, and hold harmless the DAO from and against any third-party claims arising from: (a) Labs' gross negligence or willful misconduct; or (b) Labs' breach of its representations and warranties.

12.2 DAO Indemnification. The DAO shall indemnify, defend, and hold harmless Labs from and against any third-party claims arising from the operation of the Protocol itself, excluding claims arising from Labs' Services or Deliverables.

ARTICLE 13 - GOVERNANCE AND APPROVALS

13.1 DAO Authority. The Parties acknowledge that the DAO is algorithmically managed through the Governor smart contract. Actions requiring DAO approval shall be submitted as governance proposals and executed through the Timelock.

13.2 Authorized Representatives. For operational matters not requiring governance approval, the DAO may designate one or more authorized representatives to communicate with Labs. Such designation shall be made through governance action or as specified in the DAO's Operating Agreement.

13.3 Amendment. This Agreement may only be amended by written agreement signed by both Parties. Amendments requiring DAO approval shall be executed through the governance process.

ARTICLE 14 - DISPUTE RESOLUTION

14.1 Negotiation. The Parties shall attempt to resolve any dispute arising under this Agreement through good faith negotiation for a period of thirty (30) days.

14.2 Arbitration. If negotiation fails, any dispute shall be resolved by binding arbitration administered by JAMS in accordance with its Comprehensive Arbitration Rules. The arbitration shall be conducted in English, and judgment on the award may be entered in any court having jurisdiction.

14.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict of laws principles.

ARTICLE 15 - GENERAL PROVISIONS

15.1 Independent Contractor. Labs is an independent contractor. Nothing in this Agreement creates an employment, partnership, or agency relationship.

15.2 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except that either Party may assign to an affiliate or successor in interest upon notice.

15.3 Force Majeure. Neither Party shall be liable for delays caused by events beyond its reasonable control, including natural disasters, acts of government, or blockchain network failures.

15.4 Notices. All notices under this Agreement shall be in writing and delivered to the following addresses (or such other address as a Party may designate by notice):

If to Labs:

> LockIt Labs LLC
> 30 N Gould St Ste R
> Sheridan, WY 82801
> Email: labs@lockitin.xyz

If to DAO:

> LockItIn Protocol DAO LLC
> 30 N Gould St Ste N
> Sheridan, WY 82801
> Email: dao@lockitin.xyz

15.5 Entire Agreement. This Agreement, including any Schedules attached hereto, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof.

15.6 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15.7 Waiver. No waiver of any provision shall be effective unless in writing. Failure to enforce any provision shall not constitute a waiver of future enforcement.

15.8 Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original.
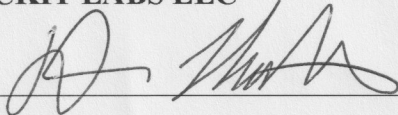
15.9 Conflict of Interest Disclosure. The Parties acknowledge that the founder of LockItIn Protocol DAO LLC is also the sole member of LockIt Labs LLC. This relationship has been disclosed and the Parties have determined that this Agreement is fair and reasonable notwithstanding such affiliation.

15.10 Pre-Sale Disclosure; Token Purchaser Acknowledgment. This Agreement is disclosed to prospective Token Sale participants prior to the opening of the Token Sale. By participating in the Token Sale, purchasers acknowledge the existence of this Agreement and the related-party relationship described in Section 15.9. Nothing in this Section creates any third-party beneficiary rights in Token Sale participants.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.
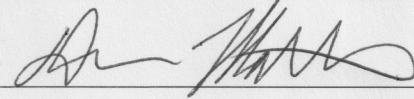
LOCKIT LABS LLC

By: _____

Name:

Title: Sole Member

Date: 12/30/25

LOCKITIN PROTOCOL DAO LLC

By: _____

Name:

Title: Founding Member

Date: 12/30/25

SCHEDULE A

Cloud HSM Utility Architecture Reference

The Cloud HSM Utility referenced in Section 3.4 shall provide the following capabilities:

A.1 Architecture Overview

A secure, automated system for managing cryptographic keys and executing blockchain transactions without exposing private keys, utilizing cloud-based Hardware Security Modules (HSM).

A.2 Key Components

(a) Cloud HSM/KMS: Hardware security module infrastructure where signing keys are generated and stored, with private keys never leaving the secure enclave;

(b) Secrets Management: Secure storage for API credentials and configuration, encrypted at rest with IAM-gated access;

(c) Automation Logic: Serverless functions for executing rotation and signing operations;

(d) Audit Logging: Comprehensive logging of all operations for security review.

A.3 Functional Requirements

(a) Automated rotation of Chainlink DON secrets on a configurable schedule;

(b) Transaction signing without private key exposure;

(c) Integration with the Protocol's setSecrets() function;

(d) Audit trail for all cryptographic operations.

A.4 Flexibility

The specific cloud provider, HSM implementation, and technical architecture may be modified by Labs based on operational requirements, provided the functional requirements above are substantially met.

[END OF SCHEDULE A]

SCHEDULE B

Approved Wallet Addresses

The following wallet addresses on Base blockchain (Chain ID: 8453) are the approved addresses for payments and Budget Fund custody under this Agreement:

B.1 Compliance Budget Wallet

Address: 0xB05d31ef39A02483F935D5619eF1CFe16a5f9b3A

Purpose: Compliance Budget custody and disbursements per Section 6.3

B.2 Development Services Wallet

Address: 0x0648428b940A543f223c414ecFeCA14881ab7873

Purpose: Labs compensation per Section 6.6

B.3 Infrastructure Budget Wallet

Address: 0x41b95Ce55A0713c38418Db67Cb2Dd577aFe15b9c

Purpose: Infrastructure Budget custody and disbursements per Section 6.4

[END OF SCHEDULE B]