

# Dex223 Operating Agreement

## Introduction

This Operating Agreement outlines the governance structure and operational guidelines of Dex223 DAO LLC, a Decentralized Autonomous Organization (DAO) registered under the laws of Wyoming, USA. Located at 1603 Capitol Ave Ste 415, Cheyenne, Wyoming 82001-4562, Dex223 DAO LLC is committed to revolutionizing the decentralized exchange landscape by emphasizing security, user autonomy, and adherence to the specific requirements set forth by Wyoming statutes for DAOs.

Pursuant to W.S. 17-31-106(a), this document explicitly states that Dex223 DAO LLC is organized as a Decentralized Autonomous Organization (DAO). This entity operates under a decentralized governance model that utilizes smart contracts for management and operational processes, ensuring transparency, security, and adherence to the foundational principles of a DAO.

## Notice of Restrictions on Duties and Transfers

In accordance with W.S. 17-31-104(c), Dex223 DAO LLC hereby includes a Notice of Restrictions on Duties and Transfers within this Operating Agreement as follows:

The rights of members in a decentralized autonomous organization may differ materially from the rights of members in other limited liability companies. The Wyoming Decentralized Autonomous Organization Supplement, underlying smart contracts, articles of organization and operating agreement, if applicable, of a decentralized autonomous organization may define, reduce or eliminate fiduciary duties and may restrict transfer of ownership interests, withdrawal or resignation from the decentralized autonomous organization, return of capital contributions and dissolution of the decentralized autonomous organization.

## Registered Agent

Name: United States Corporation Agents, Inc.  
Address: 5830 E 2nd St Suite 8, Casper, WY 82609  
Phone: (877) 773-0888

## Membership Criteria and Rights

Membership in the DAO LLC is granted to users upon the acquisition of governance tokens D223. Members have voting rights, allowing them to influence decisions on the D223 protocol through a smart-contract-guided process. Every member can propose initiatives for a vote, which, upon approval, are executed as coded in the smart contract. Rights include voting on fees, listing new tokens, and participating in revenue-sharing through the protocol.

## Governance Structure

The governance and operational management of Dex223 DAO LLC are conducted by its members, with significant decisions facilitated through a transparent, smart contract-guided voting process. In line with W.S. 17-31-104(e), this agreement specifies that the extent of management conducted algorithmically is determined by the coded protocols within our smart contracts, which are designed to automate operations, decision-making processes, and the execution of agreed-upon initiatives, reflecting the decentralized ethos of Dex223 DAO LLC.

## Roles and Responsibilities

- **Founder:** Spearheads the development of the DAO LLC protocol, ensures security, distributes treasury funds, and provides monthly progress reports.
- **Co-founder:** Initiates the DAO LLC, assembles the Freedom Development Team, oversees marketing strategies, and provides strategic oversight.
- **Project Manager:** Manages project development, ensuring timely progress and goal adherence.
- **The Freedom Development Team:** Independent contracted developers building and maintaining the Dex223 protocol.

The Freedom Development Team is entrusted with building, maintaining, and upgrading the protocol and managing DAO LLC's intellectual property.

## Decision-Making Processes

Decision-making within the DAO LLC is conducted through smart contract-facilitated voting, ensuring transparency and equity. Proposal submission, review, and voting procedures are meticulously outlined, with defined quorum requirements and voting thresholds.

## Profit Distribution and Financial Management

The protocol generates revenue for token holders who lock their tokens in a smart contract. Token holders are responsible for paying their Taxes as per their Jurisdiction.

## Dispute Resolution Mechanisms

The American Arbitration Association will oversee dispute resolution, offering a structured and efficient method for resolving internal conflicts or external disagreements. It will prioritize mediation or arbitration as a cost-effective solution.

## Amendment Procedures

Amendments to this Operating Agreement are subject to a structured review process, including announcement, surveying of members, and a mandatory waiting period before conducting a referendum, ensuring all stakeholders have a voice in any changes.

## Compliance and Legal Requirements

This Agreement complies with applicable laws and regulations, ensuring the DAO LLC operates within legal bounds and adheres to industry standards. Regular consultations with legal experts safeguard against regulatory risks.

## Transparency and Accountability

The DAO LLC is committed to openness, with regular audits, monthly reports, and disclosures made available to all members, supporting a culture of trust and long-term viability.

## Termination Policy

Once deployed, the Dex223 protocol is designed to be unstoppable. Membership in the DAO LLC ceases when a member disposes of their governance tokens.

## Tokenomics and Financial Transparency

The D223 tokenomics model emphasizes fair distribution and revenue sharing among token holders and is committed to financial transparency. Quarterly financial reports detail how funds collected through fundraising are allocated and used.

## Legal Jurisdiction

This Operating Agreement and any affiliated activities of the Dex223 DAO LLC are subject to the laws of Wyoming, USA.

## Smart Contract Information

Details regarding ICO, public sales, and token contracts are explicitly documented, providing a clear framework for financial and operational activities within the DAO LLC.

- **Private sale contract address:**  
0x9eb11e62bA74366C5AAAA7eEc850FC31E7a3aCf1
- **Public sale smart contract address:**  
0x66bbbc0698fd3ac3c1f8bf6e2a550d3775a68879
- **Token contract address:** 0xcce968120e6ded56f32fbfe5a2ec06cbf1e7c8ed

These contracts are publicly available and directly used to manage, facilitate, or operate Dex223 DAO LLC, as required by W.S. 17-31-106(b).

# Dex223 DAO LLC Token Description

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Introducing the D223 Utility and Governance Token, a pioneering asset that revolutionizes decentralized finance (DeFi) and governance on the Dex223 platform. Designed to empower token holders, the D223 token combines utility and governance functionalities, offering unprecedented opportunities for participation and revenue generation.

By locking D223 tokens into the smart contract, holders gain exclusive access to the governance mechanisms of the Dex223 platform. This decentralized governance model enables token holders to contribute to decision-making processes, such as protocol upgrades and resource allocation, shaping the future of the platform.

Moreover, D223 token holders enjoy multiple revenue streams, including proceeds from exchange listing fees, trading fees, and liquidity provider (LP) fees. This innovative approach ensures that participants are not only engaged in governance but also incentivized to actively contribute to the ecosystem's growth and sustainability.

The D223 token represents a paradigm shift in DeFi and governance, offering a seamless blend of utility, governance, and financial incentives. With its groundbreaking features and commitment to decentralization, the D223 token paves the way for a more inclusive and equitable financial ecosystem. Join us in harnessing the power of decentralized finance and governance with the D223 token.

# Dex223 DeFi Protocol Terms of Service

## DeFi Protocol User Agreement

Welcome to the DeFi Protocol User Agreement ("User Agreement"). This document forms a legally binding contract between you ("User" or "you") and Dex223 DAO LLC ("we," "us," or "our") regarding your use of the Dex223 DeFi Protocol ("Protocol"). By accessing or utilizing the Protocol, you consent to comply with the terms and conditions outlined herein.

### 1. Definitions

**Protocol:** Refers to the decentralized finance platform operated by Dex223 DAO LLC, encompassing all related smart contracts, interfaces, and services.

**User:** Denotes any individual or entity engaging with or utilizing the Protocol.

### 2. Protocol Usage

**2.1 Access Grant:** We grant you a non-exclusive, non-transferable, and revocable license to access and use the Protocol strictly for legitimate purposes, subject to the terms of this User Agreement.

**2.2 Legal Compliance:** You commit to adhering to all relevant legal standards, regulations, and guidelines while interacting with the Protocol, including adherence to anti-money laundering (AML) and know-your-customer (KYC) protocols.

### 3. Risks and Limitations

**3.1 As-Is Provision:** The Protocol is made available "as is" and "as available," without any form of warranty, whether explicit, implied, or statutory. We expressly disclaim any warranties of merchantability, fitness for a specific purpose, or non-infringement.

**3.2 Risk Acknowledgement:** You acknowledge the intrinsic risks associated with using the Protocol, including potential smart contract vulnerabilities, the threat of hacking, and the ambiguous nature of regulatory frameworks. You bear full responsibility for these risks.

### 4. Liability Restrictions

**4.1 Damages Waiver:** We will not be liable for any form of indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, data, or goodwill, that arise from your use of the Protocol.

**4.2 Liability Cap:** Our total liability for any claims arising from or related to this User Agreement will not exceed the amount you have paid to access or use the Protocol, if any.

## 5. Indemnification

5.1 Your Commitment: You agree to indemnify, defend, and hold harmless Dex223 DAO LLC, its affiliates, directors, officers, employees, agents, and licensors from any claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from your use of the Protocol.

## 6. Legal Governance and Resolution

6.1 Applicable Law: This User Agreement shall be governed by the laws of Wyoming, without giving effect to any choice or conflict of law provision or rule.

6.2 Arbitration: Any disputes arising under or in connection with this User Agreement shall be resolved through binding arbitration in accordance with the arbitration rules of the American Arbitration Association.

## 7. General Provisions

7.1 Entire Agreement: This User Agreement represents the complete agreement between you and Dex223 DAO LLC regarding the Protocol and supersedes all prior agreements and understandings, both written and oral.

7.2 Severability: Should any part of this User Agreement be held invalid, illegal, or unenforceable, the remaining provisions shall continue in effect.

Thank you for joining the Dex223 DeFi Protocol community. Your compliance with this User Agreement ensures a secure and efficient experience for all users.