

DECENTRALIZED AUTONOMOUS ORGANIZATION  
LIMITED LIABILITY COMPANY AGREEMENT  
OPERATING AGREEMENT OF EPICENTRAL LABS, DAO LLC

This Operating Agreement (the "**Agreement**") of EPICENTRAL LABS, DAO LLC, a limited liability company and decentralized autonomous organization (the "**Company**") organized as per the laws of the state of Wyoming pursuant to the Wyoming Limited Liability Company Act, **W.S. 17-29-101 et seq.** (as amended from time to time, the "**LLC Act**") and the Wyoming Decentralized Autonomous Organization Supplement, **W.S. 17-31-101 et seq.** (the "**DAO Act**"), by and among the Company and the persons executing this Agreement (individually "**Member**" and collectively "**Members**"), causing the filing of the Articles of Organization of the Company (the "**Articles of Organization**"), with the state of Wyoming Office of the secretary of state effective as of June 16th, 2025 (the "**Effective Date**").

## **DEFINITIONS**

For the purposes of this Agreement:

- I. "**Address**" means a unique public key or identifier on the Solana Blockchain that is capable of holding, executing, or interacting with Blockchain Tokens, Smart Contracts, or other on-chain assets and addresses.
- II. "**Blockchain**" means a distributed data structure consisting of hashlinked sets ('blocks') of transactions that is directly or indirectly produced, maintained and/or secured by the automated consensus of a network of independent nodes operating a byzantine-fault-tolerant protocol.
- III. "**Blockchain System**" means the combination of a Blockchain and a network of one or more devices (aka 'nodes') operating software clients or software applications that jointly or individually store, validate, process transactions with respect to, update, resolve forks with respect to or otherwise maintain, validate, read from, store data with respect to, create public proofs with respect to, or write to such Blockchain.
- IV. "**Blockchain Tokens**" means any virtual currency, token, or other unit of account or medium of exchange that is implemented exclusively or primarily on a Blockchain System, regardless of whether transferable, non-transferable, fungible or non-fungible.
- V. "**Company Accounts**" means any blockchain addresses, including Smart Contracts, that are designated from time to time by the Realms Mechanism as holding property of the Company.
- VI. "**Core Team Members**" means the individuals or entities appointed by the Realms Mechanism pursuant to this Agreement. Core Team Members act as authorized agents of the Company for operational and administrative purposes, including managing day-to-day operations, executing approved initiatives, negotiating terms with third-parties, and performing other authorized actions on behalf of the Company through the Core Team multisignature (the "**Core Team Multisig**") wallet in accordance with its established parameters. Unless separately admitted as Members under **Article IX**, Core Team Members shall not, by virtue of such designation, be deemed Members of the Company. Only those Members listed in **Exhibit A** possess authority to legally bind the Company.  
  
For the avoidance of doubt, Core Team Members cannot legally bind any negotiated terms with the third-party without approval via the Realms Mechanism.
- VII. "**DAO**" means a decentralized autonomous organization formed as a limited liability company pursuant to the Wyoming Decentralized Autonomous Organization Supplement, **W.S. §17-31-101 et seq.**, and the Wyoming Limited Liability Company Act. A DAO is an entity whose governance, decision-making, and record-keeping are executed primarily through Smart Contracts or blockchain-based mechanisms rather than traditional centralized management. Unless otherwise stated, references in this Agreement to the "DAO" or the "Company" refer to Epicentral Labs, DAO LLC, acting through its Members, Core Team Members, and the Realms Mechanism as provided herein.
- VIII. "**DAO Treasury**" means one or more Company Accounts designated from time to time by the Realms Mechanism as the primary repositories of funds, digital assets, or tokens held for the collective benefit of the Company and subject to allocation through approved governance proposals. The configuration, signer composition, and authorization threshold of the DAO Treasury shall at all times be subject to the control of LABS Token Holders through governance

conducted via the Realms Mechanism.

- IX. **“Eligible Activity”** means any verifiable on-chain or off-chain action performed by a LABS Token Holder that contributes to the operation, governance, security, or growth of the Protocol, including but not limited to staking, governance participation, or other approved contributions as determined by the Realms Mechanism. Eligible Activity expressly excludes passive token holding, speculation, or any activity conducted for the purpose of investment return.
- X. **“LABS Token”** means the governance token used to submit proposals to, or vote on proposals through, the Realms Mechanism, which, as of the Effective Date of this Agreement, is the blockchain token located at address “LABSh5DTebUcUbEoLzXKCiXFJLecDFiDWiBGUU1GpxR”. LABS Token does not represent an equity interest, ownership right, or security, and confers no right to dividends, profits, or control beyond those expressly authorized by the Realms Mechanism.
- XI. **“LABS Token Holders”** means holders of the LABS Token who are eligible to submit or vote on proposals through the Realms Mechanism. LABS Token holders may use their tokens to vote on proposals or receive rewards proportional to protocol use through staking, but the token does not represent ownership or profit rights.
- XII. **“Managerial Functions”** means discretionary, value-shaping activities that go beyond DAO-approved parameters, including: setting strategy; determining or changing protocol economics; selecting or negotiating material commercial terms; committing the Company to new obligations; exercising open-ended upgrade or pause authority; or otherwise taking actions that a reasonable person would view as the **essential efforts** on which users or purchasers rely.
- XIII. **“Member”** means (a) each Initial Member identified in this Agreement, and (b) any natural person or juridical entity that satisfies the “Membership Criteria” set forth in **Exhibit B** and has been formally admitted as a Member in accordance with this Agreement, and (c) has not withdrawn or been dissociated pursuant to **Article VIII**.
- XIV. **“Multisignature Wallet”** (the **“Multisig Wallet”**) means the on-chain wallet or Smart Contract located at address “J8shg73bobmwaRY2EXsLV3ABytCTp5uZ2TtVk4aZBfe”, or any successor address designated by the Realms Mechanism, that is controlled by the Core Team Members for the sole purpose of executing actions approved by LABS Token Holders through the Realms Mechanism and binding the Company in accordance with this Agreement.
- XV. **“Native Blockchain Tokens”** (**“SOL”**) means the native virtual currency, token, or other unit of account or medium of exchange that is implemented exclusively or primarily on the Solana blockchain, regardless of whether transferable, non-transferable, fungible or non-fungible.
- XVI. **“Procedural Functions”** (**“Procedural Capacity”**) means activities that are ministerial, routine, or mechanical in nature and performed strictly within DAO-approved specifications, including: submitting on-chain transactions that effectuate approved proposals; publishing pre-approved documentation; running predetermined scripts; conducting checklist-based security reviews; and administering approved budgets via programmatic, on-chain disbursements.
- XVII. **“Realms Mechanism”** means the Smart Contracts and associated configurations that govern the submission, approval, or disapproval of proposals relating to the Company by holders of LABS tokens, in accordance with any applicable token-based voting or pricing system. As of the Effective Date, the Realms Mechanism is implemented through the Realm located at Solana address “5PP7vKjJyLw1MR55LoexRsCj3CpZj9MdD6aNXRrvxG42”, operating via the Governance Program defined in this Agreement, together with any successor or additional smart contracts approved through that mechanism.
- XVIII. **“Realms Governance Program”** means the on-chain smart contract program that enables the creation and administration of Realms, governance proposals, and voting, which, as of the Effective Date of this Agreement, is located at the Solana program address “GovER5Lthms3bLBqWub97yVrMmEogzX7xNjdXpPPCVZw”, together with any successor or upgraded versions approved through the Realms Mechanism.
- XIX. **“Reward Program”** (**“The Rewards Program”**) means the DAO’s incentive mechanism through which xLABS holders may receive distributions, rebates, or credits in recognition of measurable participation, usage, or governance

activity within the Protocol. Such distributions constitute participation-based compensation and shall not be construed as dividends, profit-sharing, token repurchases, or investment returns.

XX. **"Smart Contract"** means any executable bytecode persistently stored on a Blockchain System for operation by validators, sequencers or other Blockchain System nodes.

XXI. **"Staking Lab"** means the decentralized, Solana-based staking program established and governed by the DAO for the limited purpose of facilitating the staking of LABS Tokens and the issuance and redemption of xLABS Tokens. The Staking Lab distributes xLABS proportionally to LABS stakers based on their staked amount and the emission rate established by the Realms Mechanism. Operating in coordination with the DAOs protocol, the Staking Lab functions solely as a token-minting, proof-of-stake and accounting mechanism. For the avoidance of doubt, the Staking Lab and any related distributions do not constitute a profit-sharing arrangement, investment contract, or security, and confer no ownership, equity, or profit rights in the DAO or any affiliated entity. All participation in the Staking Lab is conducted for governance, utility, and protocol participation purposes only.

XXII. **"Treasury Reacquisition"** means any DAO-authorized repurchase or reacquisition of LABS Tokens, conducted through an approved governance proposal and executed for legitimate operational purposes, including but not limited to treasury rebalancing, liquidity provisioning, or protocol maintenance. A Treasury Reacquisition shall not be construed as a buyback, redemption, or investment return, and shall not be undertaken for the purpose of influencing market price, reducing circulating supply for speculative benefit, or generating profit for token holders. All Treasury Reacquisitions must be transparently executed on-chain and documented through the Realms Mechanism.

XXIII. **"xLABS Token"** means the on-chain, transferable digital token issued by the DAO's Staking Lab smart contract as an accounting record of staked LABS Tokens. For the avoidance of doubt, xLABS functions solely as a proof-of-stake accounting and reward mechanism, enabling participants to accrue time-based yield relative to their staked LABS Tokens. xLABS does not represent an equity interest, ownership right, profit-sharing arrangement, or security, and confers no entitlement to dividends, profits, or control expressly authorized by the Realms Mechanism.

XXIV. **"xLABS Token Holders"** means participants who stake LABS Tokens through the Staking Lab and receive xLABS Tokens as on-chain rewards for their staking participation.

**NOW, THEREFORE**, for and in consideration of mutual covenants contained and intending to be legally bound hereby, the parties agree as follows:

## **ARTICLE I** **ORGANIZATION**

**I.1 Organization.** The Initial Members, by execution of this Agreement, hereby agree to organize the Company as a Wyoming DAO limited liability company and decentralized autonomous organization pursuant to the provisions of the LLC Act, the DAO Act and upon the terms and conditions set forth in this Agreement.

**I.2 Registered Office; Registered Agent.** The registered office of the Company in Wyoming shall be the initial registered office designated in the Articles of Organization or such other office (which need not be a place of business of the Company) as the Core Team Members may designate from time to time in the manner provided by law. The registered agent of the Company in Wyoming shall be the initial registered agent designated in the Articles of Organization or such other person as the Members may designate from time to time in the manner provided by law.

**I.3 Principal Office.** The Principal Office of the Company shall be at the principal office designated in the Articles of Organization or at such other location as the Realms Mechanism may designate from time to time, which need not be in Wyoming.

**I.4 Term.** The Company commenced on the Effective Date and shall continue in existence until dissolved pursuant to this Agreement.

**I.5 Notice Of Restrictions On Duties And Transfers.** 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.

**I.6 Strategic Authority and Governance Evolution.** The Members acknowledge that they are adopting this Agreement to establish the initial governance framework, operational structure, and strategic direction of the Company. The Members shall have authority to make the initial decisions necessary to organize and operationalize the Company, including defining its objectives, governance mechanisms, and administrative procedures. Following such establishment, all strategic decisions, initiatives, and material modifications to the Company's operations shall be determined by the Realms Mechanism through its approved governance mechanisms and proposal procedures.

The DAO shall possess the continuing authority to amend, revise, or replace prior decisions or provisions of this Agreement, except with respect to § XI.1, which shall not be subject to modification except by unanimous written consent of all Members.

For purposes of this Agreement, § XI.1 is designated as non-modifiable, including but not limited to: (a) the Company's formation and legal existence under the laws of the State of Wyoming; (b) Member limited liability protections; (c) fiduciary waivers or limitations of liability; and (d) dissolution and winding-up procedures, except as otherwise required by applicable law.

**I.7 DAO Legal Identity Confirmation.** The Members affirm that the Company's primary means of governance and record-keeping occur through smart contracts deployed on the Solana blockchain and recorded under the Realms Mechanism. Such mechanisms shall be deemed the official acts of the DAO for all legal purposes under W.S. § 17-31-104(b).

## **ARTICLE II**

### **ORGANIZATION; BUSINESS; NON-CUSTODIAL AND UPGRADE FRAMEWORK**

**II.1 Decentralized Autonomous Organization.** The Company is a decentralized autonomous organization organized as a Wyoming DAO LLC within the meaning of W.S. § 17-31-101 et seq. (the "*DAO Act*") and governed by this Operating Agreement together with the on-chain governance process defined herein as the Realms Mechanism.

**II.2 Nature of Business.** The business of the Company shall be developing, maintaining and furthering technology and intellectual property and such other business as determined by the Realms Mechanism. The Company, and Core Team Members, shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Article. The Company exists only for the purpose specified in this Article, and may not conduct any other business without being approved by LABS Token Holders using the Realms Mechanism. The authority granted to the LABS Token Holders, Members, and the Core Team Members, hereunder to bind the Company shall be limited to actions necessary or convenient to this business.

*Such business may include, the development and operation of non-custodial blockchain software protocols enabling decentralized options trading and other on-chain financial primitives, integrations with third-party decentralized exchanges, liquidity protocols, and oracle networks. The Company may also engage in ancillary promotional, educational, or community-building activities consistent with its decentralized mission, including, without limitation, the creation and sale of branded merchandise, digital collectibles, or related materials, provided that such activities remain incidental to the Company's primary technological purpose so long as such activities remain ancillary to the Company's primary technological purpose and do not create custody over user assets.*

**II.3 Purposes of the Company.** The Company may exercise powers and privileges available to limited liability companies under Wyoming law solely in furtherance of, and subject to, its business as set forth in this Article.

**II.4 Assets and Other Property.** All assets, tokens and other property that comes under the possession or control of the Company Accounts shall automatically be deemed to be owned by, and constitute the sole property of, the Company, except to the extent otherwise expressly determined by the Realms Mechanism.

## **II.5 Immutability and Non-Custodial Design.**

(a) **Upgrade Authority.** Each Solana program (and any other blockchain smart contract) deployed by or on behalf of the Company shall designate the DAO Treasury Wallet (the “*DAO Treasury*”) as *upgrade\_authority* (or equivalent). The Upgrade Authority (“*upgrade\_authority*”) may be used only to: (i) remediate verified security vulnerabilities, (ii) maintain protocol functionality following critical dependency changes (including Solana runtime, SPL standards, oracle interfaces), or (iii) implement changes approved under § V and § XI. The *upgrade\_authority* shall never be used to transfer, seize, or otherwise control user assets or to alter user balances except through deterministic program logic already authorized by the user.

(b) **Governance Gating.** Any upgrade instruction must be authorized by the Realms Mechanism, in accordance with the voting thresholds, quorum requirements, or other governance parameters then in effect within that mechanism. Upon such authorization and subsequent execution by the DAO Treasury Wallet, no person, Member, Core Team Member, or other entity shall unilaterally modify, pause, or replace the deployed program or alter user balances or state variables.

For the avoidance of doubt, the Realms Mechanism’s governance parameters—whether simple or supermajority—shall not be construed as conferring discretionary or custodial authority over user assets.

(c) **Voting Period, Transparency, and Code Review by Core Team.** Upgrade proposals shall remain open for voting through the Realms Mechanism for a period not less than twenty-four (24) hours from the time of proposal creation, or for such longer voting or delay period as may be determined by the Realms Mechanism parameters then in effect. Upon approval, execution of the authorized upgrade shall occur in accordance with the execution-delay or scheduling rules established by the Realms Mechanism.

Each proposal shall include, at minimum: (i) the affected program IDs; (ii) the corresponding commit or build hashes selected and verified by the Core Team Members, acting solely in a Procedural Capacity and in good faith on behalf of the DAO; (iii) any applicable third-party security audit report (if obtained) and/or the internal review memorandum prepared by the Core Team Members; and (iv) a concise human-readable summary of the proposed changes. All related execution transactions, binaries, and audit or internal-review references shall be publicly linked or embedded within the Realms proposal record or its verifiable on-chain metadata. Any modification or upgrade not executed through the Realms Mechanism and the DAO Treasury shall be unauthorized, invalid, and without legal effect.

**(d) Compliance and Disclosure.** The Company’s deployment and operation of upgradeable programs through the Realms Mechanism shall remain strictly non-custodial. Neither the DAO Treasury, the Company, any Member, Core Team Member, nor any affiliated person shall be deemed a custodian, fiduciary, broker-dealer, exchange, derivatives intermediary, or money transmitter solely by virtue of possessing or executing upgrade authority. All transactions involving user funds shall occur directly between users and self-custodied wallets under their exclusive control. Any Protocol-Level Fee collected through deterministic program logic shall constitute an autonomous Protocol-Level Fee as described in **Exhibit H (Regulatory Safe Harbor Statement)** and shall not be considered compensation for financial, brokerage, or investment services.

To ensure transparency, each upgrade proposal executed through the Realms Mechanism shall include the elements listed above, and the Company shall publicly disclose through its official documentation and governance resources the non-custodial nature and procedural safeguards of every deployed and upgradeable program.

For purposes of applicable U.S. law—including the Commodity Exchange Act, the Securities Exchange Act of 1934, and the Bank Secrecy Act—the existence or exercise of upgrade authority pursuant to this Section shall not, by itself, constitute custody, control, or money transmission, provided that all operations remain consistent with the limitations herein.

Nothing in this **Article II** creates any agency, trust, or fiduciary relationship between the Company and its users.

(e) **Audit and Internal Review Requirement.** Prior to execution of any upgrade, the Core Team Members, acting solely in a Procedural Capacity and in good faith on behalf of the DAO, shall conduct a checklist-based internal review of the relevant code changes, including confirmation of the commit hash and build artifact to be deployed, and shall prepare an internal review memorandum or verification record.

The DAO may, from time to time, require or commission third-party security audits for particular programs or upgrades through the Realms Mechanism; where such an audit is obtained, the resulting report shall be published or cryptographically referenced within the corresponding Realms proposal prior to execution. The absence of a third-party audit shall not, by itself, invalidate an upgrade that otherwise complies with this **§ II.5**, provided that the Core Team's internal review and all other requirements of this Agreement have been satisfied.

(f) **DAO Treasury — Upgrade Authority Signer Management and Rotation.** Any modification to the DAO Treasury's Update Authority configuration, replacement of signers, or adjustment of upgrade authority access controls shall be effected solely through a Realms Mechanism adopted under **Article V** and recorded on-chain under **Article VI**. Any Address or Company Accounts associated with the DAO Treasury is compromised, rendered obsolete, or superseded by governance action, replacement or revocation shall occur exclusively through the same Realms Mechanism. No individual Member or Core Team Member may unilaterally alter or exercise control over the DAO Treasury's Upgrade Authority credentials outside these procedures. This covenant is binding upon all LABS Token Holders, Core Team Members, and Members and shall be construed to ensure continuous collective control by LABS Token Holders consistent with the non-custodial and decentralized governance principles of this Agreement.

**II.6 Governance-Mutable Parameters (Non-Custodial).** Notwithstanding **§ II.5**, the Company may designate certain non-custodial configuration accounts or parameters as subject to modification solely through the Realms Mechanism (e.g., oracle references, protocol fee rates, governance thresholds, market-listing metadata, risk caps, and other administrative settings). Any such modification shall be (i) approved through the Realms Mechanism, (ii) effected via verifiable on-chain transactions, and (iii) subject to the voting-period or execution-delay parameters defined under **§ II.5(c)** as determined by the Realms Mechanism. Nothing in this **§ II.6** permits the transfer, freezing, or seizure of user assets.

## **II.7 Non-Custodial Covenant; Regulatory Guardrails.**

(a) **Non-Custodial Design.** The Company, LABS Token Holders, Members, and Core Team Members are not custodians, fiduciaries, brokers, dealers, money transmitters, or derivatives intermediaries solely by reason of authoring, publishing, governing, or upgrading non-custodial software as described in this Article. Users interact directly with programs from self-custodied wallets; asset movements occur only through user-initiated, deterministic program logic.

(b) **Permitted Compliance Controls.** Where reasonably necessary to comply with applicable law — including the Bank Secrecy Act, OFAC sanctions programs, Commodity Exchange Act, or Securities Exchange Act — the Company may implement front-end or interface-level compliance measures such as geofencing, sanctions screening, address-risk filters, or feature-specific access controls. The Realms Mechanism may approve or modify such features for specified jurisdictions or user classes.

(c) **Regulatory Boundaries.** Pursuant to **Exhibit H II.(b.i)**, no feature that would constitute retail leveraged or margined commodity transactions for U.S. persons shall be enabled absent registration, exemption, or other legal basis. No governance action shall direct the Company or DAO Treasury to take the opposite side of user trades, exercise order-routing discretion, or provide individualized investment recommendations.

(d) **Disclosure and Transparency.** The Company shall maintain public documentation describing: (i) its non-custodial architecture; (ii) its upgrade and parameter-change procedures under **§ II.5**; (iii) its voting-period and execution-delay mechanisms as defined by the Realms Mechanism; and (iv) any active compliance controls on user interfaces. Each Realms proposal implementing such controls shall include verifiable on-chain references to the associated transactions. None of the foregoing activities shall be construed as custodial, money-transmission,

brokerage, or investment-advisory services under U.S. law.

## **II.8 Autonomous Wrapping and Unwrapping Mechanisms.**

(a) **Wrapping.** The Company may integrate, develop, or deploy smart-contract programs that autonomously wrap and unwrap tokens on a one-to-one (1:1) basis with their underlying assets solely upon user-initiated, atomic transactions. Such programs shall maintain deterministic mint, burn, and escrow logic and shall not impair a depositor's right to redeem the underlying asset or its equivalent value.

(b) **Parameter Changes.** Through the Realms Mechanism, the DAO may modify non-custodial configuration parameters for wrapping programs—including approved underlying tokens, integration addresses, or fixed protocol-level fees—provided that no such change impairs 1:1 redeemability or grants discretionary control over user assets.

(c) **Migrations.** Where required for security or compatibility, the DAO may approve on-chain migration mechanisms that permit users to redeem from a legacy escrow and re-deposit into a successor program without DAO custody. Any migration affecting escrowed user assets must be executed in accordance with § II.5 and be accompanied by public documentation of the migration logic and verification steps.

(d) **Collateralization Safeguards.** Burning a wrapped token shall not extinguish or diminish the depositor's right to the corresponding underlying asset or its equivalent value under deterministic program logic. The DAO and the Company shall not, through governance or otherwise, acquire discretionary control over escrowed assets whose wrapped representations have been burned. All wrapping, unwrapping, and migration operations shall remain user-initiated, atomic, and fully transparent on-chain, ensuring continuous one-to-one (1:1) collateralization between issued representations and held collateral.

Reference: See **Exhibit G (Regulatory Security Compliance Statement)**, **Exhibit H (Regulatory Safe Harbor Statement)**, and **Exhibit I (Sanctions Compliance and Money Transmission Compliance Statement)** for additional operational and regulatory detail.

## **ARTICLE III**

### **LABS HOLDERS, CORE TEAM MEMBERS, and MEMBERS**

**III.1 LABS Token Holders.** LABS Token Holders are not Members, managers, agents, or any other legally recognized persons or entities of the Company and shall have no authority to act for, or legally bind, the Company in their individual capacity. However, actions approved through the Realms Mechanism may be binding on the Company when implemented by Members in accordance with this Agreement.

**III.2 Initial Members and Other Members; Exhibit A.** The names and Addresses of the *“Initial Members”* are as reflected in **Exhibit A**, attached hereto and incorporated by reference. The names and Addresses of any subsequently admitted Members shall be added to **Exhibit A** (designated as *“Other Members”*) from time to time. Each Member shall at all times own their Membership Interest in their own right. Each Member holds one indivisible, non-transferable Membership Interest and immediately ceases to hold such interest upon dissociation or withdrawal. **Exhibit A** may be updated to reflect changes in Membership by written notice to the DAO, without requiring a separate amendment proposal through the Realms Mechanism.

**III.3 Classes of LABS Token Holders.** The Company shall have one class of LABS Token Holders. Voting power shall be determined solely by the amount of LABS Tokens deposited or delegated within the Realms Mechanism on any matter requiring a vote of the LABS Token Holders.

**III.4 Classes of Core Team Members.** The Company shall have a single class of Core Team Members. Voting power shall be determined exclusively by the Core Team tokens deposited or delegated within the Realms mechanism governing the Core Team Multisig wallet. Each Core Team Member shall hold one indivisible, non-transferable Core Team Member Token for the duration of their membership, which shall automatically terminate upon cessation of such membership by exiting the multisig wallet. Core Team Members may only be added or removed by the Realms



Mechanism.

**III.5 Classes of Members.** The Company shall have a single class of Members. Only those Members identified in Exhibit A (the “*Authorized Members*”) shall possess the authority to legally bind or otherwise act on behalf of the Company. Any action intended to legally bind the Company or the DAO shall be initiated by proposal through the Multisig Wallet utilizing the Realms Governance Program and shall require approval pursuant to the voting parameters established for such multisig wallet. For avoidance of doubt, no individual Member acting alone shall have authority to bind the Company outside of actions executed through the Multisig Wallet.

**III.6 Membership Criteria.** Prior to being admitted as a Member, an applicant must satisfy the Membership Criteria set forth in Exhibit B and execute a Membership Joinder Agreement in the form attached hereto as Exhibit C. Admission as a Member shall require the unanimous written consent of the existing Members. The Realms Mechanism shall have no authority to approve, deny, or otherwise determine membership status. Executed Joinder Agreements may, at the discretion of the Company, be made available to the community for transparency.

**III.7 LABS Token Holder Criteria.** There are no legally binding or other eligibility criteria required to become a LABS Token Holder. Any person may acquire LABS Tokens and use them within the Realms Mechanism to submit or vote on governance proposals relating to the Company. Ownership of LABS Tokens does not confer Member status or any legal ownership interest in the Company.

## ARTICLE IV

### **RIGHTS AND DUTIES OF LABS TOKEN HOLDERS, CORE TEAM MEMBERS, AND MEMBERS**

**IV.1 Management Rights & Duties.** LABS Token Holders, Members, and Core Team Members shall have only those rights and powers expressly provided for them in this Operating Agreement. Actions approved through the Realms Mechanism may be implemented by the Core Team Members or other authorized agents of the Company in accordance with this Agreement. Members and Core Team Members shall, within the scope of their respective roles, act in good faith to implement and uphold the results of the Realms Mechanism. For the avoidance of doubt, no LABS Token Holder vote or Realms Mechanism decision shall create any new legal right, power, or obligation of the Company or any person except as expressly provided in this Agreement or executed by authorized agents acting on behalf of the Company. The Realms Mechanism may, where expressly permitted by this Agreement, delegate specific operational or administrative powers to the Members or Core Team Members from time to time.

**IV.2 Liability of LABS Token Holders.** No LABS Token Holder shall be personally liable for the debts, obligations, or liabilities of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a LABS Token Holder or by reason of participation in the Realms Mechanism. The failure of the Company to observe any formalities or technical requirements relating to the exercise of its powers, the execution of smart contract operations, or the management of its business under this Agreement, the LLC Act, or the DAO Act shall not be grounds for imposing personal liability on any LABS Token Holder. In no event shall any LABS Token Holder owe to, or incur toward, the Company or any other person any liability except in the case of a knowing and intentional material breach of this Agreement committed by, or with the knowing participation of, such LABS Token Holder.

**IV.3 Liability of Core Team Members.** No Core Team Member shall be personally liable for the debts, obligations, or liabilities of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Core Team Member or by reason of participation in the Realms Mechanism. The failure of the Company to observe any formalities or technical requirements relating to the exercise of its powers, the execution of smart contract operations, or the management of its business under this Agreement, the LLC Act, or the DAO Act shall not be grounds for imposing personal liability on any Core Team Member. In no event shall any Core Team Member owe to, or incur toward, the Company or any other person any liability except in the case of a knowing and intentional material breach of this Agreement committed by, or with the knowing participation of, such Core Team Member.

**IV.4 Liability of Members.** No Member shall be personally liable for the debts, obligations, or liabilities of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Member or by reason of

participation in the Realms Mechanism. The failure of the Company to observe any formalities or technical requirements relating to the exercise of its powers, smart contract operations, or the management of its business under this Agreement, the LLC Act, or the DAO Act shall not be grounds for imposing personal liability on any Member. In no event shall any Member owe to, or incur toward, the Company or any other person any liability except in the case of a knowing and intentional material breach of this Agreement committed by, or with the knowing participation of, such Member.

**IV.5 Miscellaneous Obligations.** Each Member and Core Team Member shall at all times act in good faith and in full compliance with this Agreement and with all policies, rules, and decisions of the Company that have been duly adopted in accordance with this Agreement or implemented through the Realms Mechanism. No informal communication or community discussion shall create binding obligations unless formally adopted under this Agreement.

**IV.6 Fiduciary Duties.** Except as expressly provided in this Agreement or required by the DAO Act or the LLC Act, no Member or Core Team Member shall owe any fiduciary duty (including any duty of loyalty or care) to the Company, to any other Member, to any Core Team Member, or to any LABS Token Holder. Each Member and Core Team Member shall, however, act in good faith and in a manner consistent with this Agreement and the interests of the Company. For the avoidance of doubt, participation in the Realms Mechanism, the exercise of voting rights, or the submission or execution of proposals shall not, by itself, create or imply any fiduciary duty or personal liability for any Member or Core Team Member.

## **ARTICLE V**

### **ALGORITHMIC MANAGEMENT**

**V.1 Management.** The ordinary and usual business decisions of the Company shall be determined by the Realms Mechanism, and executed by the Core Team Members through the Multisig Wallet. To the extent results of the Realms Mechanism are not automatically effectuated by Blockchain Systems or Smart Contracts, the Core Team Members shall use reasonable efforts to faithfully implement such results as promptly as practicable.

**V.2 Authority of LABS Token Holders.** The authority of LABS Token Holders is limited to voting on Managerial Functions or strategic proposals relating to the Company's direction, allocation of funds from the DAO Treasury, or other governance matters submitted through the Realms Mechanism. Decisions approved through the Realms Mechanism shall be implemented by the Members or Core Team Members in accordance with this Agreement; provided that LABS Token Holders, acting solely in their capacity as token holders, shall not have power—individually or otherwise—to legally bind the Company or incur legal obligations on its behalf.

**V.3 Authority of Members.** Only the Members of the Company, acting collectively, shall have the legal authority to bind the Company in contracts, agreements, or other legally enforceable obligations, as approved by the Realms Mechanism. Any such authority shall exist solely to the extent consistent with this Agreement. No individual Member acting unilaterally shall have authority to bind the Company unless expressly authorized to do so in writing or through on-chain governance approval.

**V.4 Authority of Core Team Members.** Core Team Members act solely in a Procedural Capacity to carry out ministerial, routine, and mechanical tasks necessary to implement decisions adopted through the Realms Mechanism. Core Team Members **shall not** perform “managerial or entrepreneurial efforts” as that concept is used in U.S. securities jurisprudence (including *SEC v. W.J. Howey Co.*). Their role is limited to execution under DAO-approved parameters, not discretionary decision-making that could be reasonably viewed as pivotal to the value of any token or the success of the protocol.

**V.5 Deference to Realms Mechanism.** To the fullest extent permitted by the DAO Act and applicable law, Members and Core Team Members shall act in good faith to uphold and implement all governance decisions determined through the Realms Mechanism. Except with respect to the company's voluntary dissolution; and the admission, removal, or exercise of rights relating to Membership Interests, the Realms Mechanism shall serve as the final and binding authority for collective decisions of the Company.

## **ARTICLE VI**

### **ACCOUNTING AND RECORDS**

The Company shall maintain the following records at its Principal Office or in publicly accessible form through the Company's designated online resources, or as embedded in or referenced by Smart Contracts recorded on the Solana blockchain:

**VI.1** A current list of the names, or pseudonyms in lieu of legal names, and Addresses of each current and former Member and of any other holder of a Membership Interest;

**VI.2** A copy of the Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Articles of Organization has been executed;

**VI.3** A copy of this Agreement including all amendments thereto;

**VI.4** LABS Token Holders may, upon reasonable request or by vote of the LABS Token Holders conducted through the Realms Mechanism, request access to summaries of accounting records, treasury balances, or other financial information of the Company. The Core Team Members shall make reasonable efforts to provide such information in a timely manner, subject to the protection of confidential, proprietary, or personally identifiable information and any applicable legal obligations. The Company may satisfy such requests by providing access to publicly available blockchain data, publishing periodic financial summaries, or providing read-only access to approved reporting tools, at its discretion.

**VI.5** Archives of all communications posted in discord channels in the form of an "Archive Category".

Notwithstanding the foregoing, the Company shall not be required to make publicly accessible, archive, or otherwise disclose any communications, files, or materials that contain confidential or proprietary information categorized under "Support", or "Operations", within the discord channel. This includes but is not limited to:

- (a) business strategies, financial models, or development roadmaps;
- (b) unpublished technical specifications, source code, or smart contract designs;
- (c) discussions involving security vulnerabilities, audits, or exploits (whether real or potential);
- (d) intellectual property, trade secrets, or creative concepts intended for future development or commercialization; and
- (e) any correspondence or internal communications made in confidence among Core Team Members or between the Core Team and external contractors, auditors, or legal counsel.

All such communications and materials shall remain the sole and exclusive property of the Company and shall be maintained in private, secure repositories designated by the Core Team, or members. The disclosure or publication of any confidential materials shall require explicit approval by the Realms Mechanism, as stated in § XIII.5.

For the avoidance of doubt, the legal name and contact details of any pseudonymous Member shall be treated as Confidential Information. The DAO, the Company, and their representatives shall not publicly disclose such information except (i) as required by applicable law or court order, or (ii) with the prior written consent of such Member. No vote of LABS Token Holders or on-chain proposal, standing alone, shall constitute such consent.

Nothing herein shall be construed to waive or diminish any intellectual property rights or legal privileges held by the Company or its Core Team Members under applicable law, including the attorney-client privilege, trade secret protection, or any rights arising from contractual or copyright ownership.

## **ARTICLE VII**

### **CONTRIBUTIONS AND CAPITAL ACCOUNTS**

**VII.1 Initial Contributions.** The Members have assigned, transferred, donated, or otherwise contributed to the Company the assets, tangible or intangible, set forth in **Exhibit D**. No interest shall accrue on any capital contribution. Members may be reimbursed from the Multisig Wallet for reasonable, documented operating expenses or capital contributions made on behalf of the Company, subject to (i) the availability of funds allocated from the DAO Treasury through the Realms Mechanism and (ii) the acknowledgment or approval of such reimbursement by the Core Team Members. **Exhibit D** may be amended from time to time, without formal amendment of this Agreement, by unanimous written consent of the Members to reflect additional assignments, transfers, donations, or contributions of assets to the Company.

**VII.2 Distributions and Core Team Members Allocation.** Except as expressly provided herein, no losses, or other property of the Company shall be distributed to the Members in their capacity as Members.

The Core Team Members shall be entitled to receive a Core Team Member Allocation equal to twenty percent (20%) of all fees, revenues, or other proceeds generated by the Company's protocol or other DAO-operated products, as compensation for their ongoing services and contributions to the development, maintenance, and operation of such protocol or products.

#### **VII.3: xLABS Rewards and Rebates.**

(a) **Purpose.** The DAO may, from time to time, allocate a portion of its operating revenues or treasury assets to fund a rewards or rebate program (*the "The Rewards Program"*) designed to incentivize active participation, governance, and protocol usage by LABS Token Stakers.

(b) **Eligibility.** Rewards are available only to LABS Token holders who stake their LABS Token within the Staking Lab that contribute to the DAO's operations, governance, or network activity, including but not limited to: governance participation, protocol integration, or other verified contributions recorded on-chain.

(c) **Form of Rewards.** Rewards may be distributed in the form of (i) stablecoins, (ii) protocol credits, (iii) native governance tokens (*"LABS Tokens"*) or (iv) the Native Blockchain Token issued as **participation-based compensation**, not as consideration for token ownership. The DAO's treasury shall not repurchase xLABS Tokens from LABS Token Holders as part of this program.

(d) **No Buyback or Investment Return.** The Rewards Program shall not be construed as a repurchase, redemption, or buyback of any token, nor as an investment return or dividend. Distributions are made solely as compensation for verifiable participation or usage and are not correlated to market price, token appreciation, or capital contributions.

(e) **Governance Oversight.** The parameters, eligibility criteria, and funding limits of the Rewards Program shall be established and amended through the Realms Mechanism. All distributions may be algorithmically determined or objectively measurable. Allocations may be distributed manually by Core Team Members. To the extent results of the Realms Mechanism are not automatically effectuated by Blockchain Systems or Smart Contracts, the Core Team Members, or members, shall use reasonable efforts to faithfully implement such results as promptly as practicable.

(f) **No Expectation of Profit.** Participation in the Rewards Program does not create any right or expectation of profit from the efforts of others. LABS Token holders acknowledge that all distributions are functional, participation-based incentives and not investment returns.

(g) **Compliance.** This program shall be administered in accordance with applicable U.S. laws and regulations, including guidance issued by the U.S. Securities and Exchange Commission regarding non-investment utility and reward structures.

**VII.4 Form of Asset Contribution.** Members may make additional contributions of assets to the Company by executing and delivering an Asset Transfer Agreement substantially in the form attached hereto as **Exhibit E**, which

shall specify the type, value, and purpose of each contribution and shall be appended to **Exhibit D** upon acceptance by the Company.

**VII.5 No-Advice Disclaimer.** Nothing herein is an offer or solicitation of securities; xLABS are utility points/credits only.

## **ARTICLE VIII**

### **DISSOCIATION OF A MEMBER**

A Member shall automatically cease to be a Member and shall be deemed to cease to hold any Membership Interest upon the occurrence of any of the following events:

**VIII.1 Voluntary Withdrawal.** The voluntary withdrawal of a Member upon providing written notice to the other Members and formal notice to the Company through the Realms Mechanism. Such withdrawal shall become effective upon acknowledgment by the Company or thirty (30) days after the date of notice, whichever occurs first.

**VIII.2 Removal by Legal Order.** The removal of a Member pursuant to a final, binding legal order or regulatory determination issued by a court or authority of competent jurisdiction. Dissociation shall be effective upon the date such order becomes final and non-appealable.

**VIII.3 Death or Dissolution.** In the case of a natural person, the death of the Member; or, in the case of a juridical person, the dissolution, merger, or other permanent cessation of existence or operations of the Member.

**VIII.4 Record Update.** Upon any dissociation described above, the Members shall update **Exhibit A** to reflect the change in Membership and shall make any necessary entries on the blockchain or in the Company's records to evidence such dissociation.

**VIII.5 Succession of Membership Interest.** Upon the death, dissolution, or other termination of a Member, the legal representative, successor, or estate of such Member shall not automatically become a Member of the Company. Instead, such successor shall be entitled only to the economic rights, if any, associated with the deceased or dissolved Member's interest until formally admitted as a Member pursuant to Article III of this Agreement.

Any successor seeking admission as a Member must (i) submit written notice to the Company, (ii) satisfy all applicable Membership Criteria set forth in **Exhibit B**, and (iii) execute a Membership Joinder Agreement in substantially the form attached as **Exhibit C**. Admission of a successor as a Member shall require the unanimous consent of the remaining Members.

If no successor is admitted within ninety (90) days of the triggering event, the corresponding Membership Interest shall be deemed extinguished, and the Company may reallocate or retire such interest as determined by the remaining Members. The Company shall update **Exhibit A** and its on-chain records to reflect any such change.

**VIII.6 Effect of Dissociation on Capital Contributions.** Upon a Member's withdrawal, removal, death, dissolution, or other dissociation from the Company, such Member (or its legal successor) shall have no right to demand or receive a return of any capital contributions or assets previously transferred to the Company, except as expressly authorized by the remaining Members.

The remaining Members may, in their sole discretion, approve the reimbursement of verified out-of-pocket operating expenses advanced by the dissociated Member on behalf of the Company, subject to available funds and proper accounting. Any such reimbursement shall be made in the same form of value originally contributed unless otherwise agreed in writing.

All assets and rights contributed to the Company shall remain property of the Company following a Member's dissociation. The Company shall update **Exhibit A** and its on-chain records to reflect the change in Membership and any approved reimbursements or adjustments.

**ARTICLE IX**  
**ADMISSION OF ADDITIONAL CORE TEAM MEMBERS**

**IX.1 Appointment of Additional Core Team Members.** Additional Core Team Members may be appointed from time to time as determined by the Realms Mechanism.

Each new Core Team Member shall (i) operate through a verifiable on-chain Address, (ii) satisfy any technical or operational qualifications determined by the existing Core Team Members.

Appointment as a Core Team Member does not confer status as a Member of the Company unless separately admitted pursuant to **Article III**.

Upon admission, the Company shall update its records and any on-chain metadata or access controls (including the **Multisig Wallet**) to reflect the addition of such Core Team Member.

**ARTICLE X**  
**DISSOLUTION**

**X.1 Voluntary Dissolution.** The Company may be voluntarily dissolved, and its affairs wound up, only as, when, and to the extent it is unanimously approved by the Members in writing. Upon approval of dissolution by the Members, and where applicable as reflected or executed through the Multisig Wallet in coordination with the Realms Mechanism, the Core Team Members shall act as authorized agents of the Company to carry out the winding up of the Company's affairs, including the settlement of liabilities, disposition of assets, and completion of all necessary filings under the DAO Act and LLC Act. For the avoidance of doubt, LABS Token holders cannot bind the members to dissolve the company by any means, including the Realms Mechanism.

**X.2 Statutory Dissolution.** The Company shall also be dissolved upon the occurrence of any of the following events:

- (a) The unanimous written consent of all Members;
- (b) The entry of a decree of judicial dissolution under the DAO Act or LLC Act; or

**X.3 Dissolution, Liquidation, and Distribution Waterfall** Upon dissolution of the DAO, the assets of the DAO, including any digital assets held on-chain, shall first be applied in the following order of priority:

**1. Creditor Priority and Taxes.**

- (a) To discharge all debts and liabilities of the DAO to creditors, including Members who are creditors, in accordance with their rights and priorities under law;
- (b) To discharge or reserve for payment of all taxes, filing fees, and other governmental obligations;
- (c) Thereafter, to distribute any remaining assets to the Members in accordance with their positive Capital Account balances or as otherwise provided under this Agreement.

**2. On-Chain and Digital Asset Distributions.**

If distributions occur through on-chain smart contracts or digital wallets, such distributions shall be deemed complete when the DAO's smart contract initiates the transfer to the Member's registered wallet address, whether or not the Member subsequently claims or accesses such assets.

**3. Unclaimed Property and Escheat.**

Any assets or digital tokens remaining unclaimed for a period of five (5) years following dissolution shall be treated as unclaimed property under the Wyoming Uniform Unclaimed Property Act. The DAO, or its designated liquidator, shall make reasonable efforts to contact the Member or rightful owner, and thereafter shall remit such unclaimed assets to the Wyoming State Treasurer in accordance with applicable law.

**4. Final Accounting.**

The DAO shall prepare and provide a final accounting to all LABS Token Holders, detailing the assets distributed, obligations satisfied, and any unclaimed property reported.

- (a) To pay or provide for all debts and liabilities of the Company;
- (b) To return any unspent reimbursable expenses to Members who advanced such amounts on behalf of the Company;
- (c) To transfer any remaining on-chain or off-chain assets to an address or addresses designated by the Realms Mechanism.

**X.4 Effect of Dissolution.** Upon completion of the winding-up process, the Members shall file articles of dissolution with the Wyoming Secretary of State, and the Company shall thereafter cease to exist except for the purpose of completing any remaining acts of liquidation or compliance.

## **ARTICLE XI** **AMENDMENT**

**XI.1 General Authority.** This Agreement, including its Exhibits, may be amended or modified from time to time only upon:

- (i) approval of such amendment or modification by a majority vote of LABS Token Holders through the Realms Mechanism, **and**
- (ii) ratification by unanimous written consent of all Members.

**Notwithstanding** the foregoing, the following provisions are deemed fundamental and protected and shall not be amended, modified, or repealed by LABS Token Holder vote or any on-chain proposal under the Realms Mechanism. Such provisions may be altered only by **unanimous written consent of all Members**:

- **Article II** (Organization; Business; Non-Custodial and Upgrade Framework)
- **Section III.1** (LABS Token Holders)
- **Section III.2** (Initial Members and Other Members)
- **Section III.6** (LABS Token Holder Criteria)
- **Article IV** (Rights and Duties of LABS Token Holders, Members, and Core Team Members)
- **Article V** (Algorithmic Management)
- **Section VII.2** (Distributions and Core Team Allocation, including **Exhibit F § 2.2(a)**)
- **Article VIII** (Dissociation of a Member)
- **Section IX.1** (Appointment of Additional Core Team Members)
- **Section X.1** (Voluntary Dissolution)
- **Section X.3** (Distribution of Remaining Assets)
- **Section X.4** (Effect of Dissolution)

Further, **no amendment shall**:

- (a) alter or diminish the limited-liability protections afforded to any Member or Core Team Member under this Agreement, the DAO Act, or the LLC Act;
- (b) modify or restrict the fiduciary or indemnification provisions of this Agreement; or
- (c) reallocate the Core Team Allocation set forth in **§ VII.2** or **Exhibit F**,

without the **unanimous written consent of all Members**.

If a decision qualifies as an **Amendment** under **Article XI**, the **Article XI** process controls and supersedes general Realms deference in **§V.4**.

All amendments adopted in accordance with this Article shall be recorded in the Company's records and, where applicable, referenced in the on-chain metadata associated with the Realms Mechanism.

**XI.2 Factual and Clerical Updates.** Notwithstanding the foregoing, factual or clerical updates—such as changes to addresses, smart-contract references, or updates to **Exhibits A, D, or E** to reflect new Members, contributions, or Core Team Members—may be effected by any Member by providing written notice to the other Members and posting a notice through the Realms Mechanism.

**XI.3 Record of Amendments.** All approved amendments shall be recorded in the Company's records, appended to this Agreement, and, where applicable, referenced in the on-chain metadata associated with the Realms Mechanism.

**XI.4 Amendment Publication.** Following adoption of any amendment under this Article, the Company shall ensure that a complete and current copy of the amended Agreement, or a summary identifying each modification, is made publicly accessible. Such publication may be satisfied by (i) posting the updated version or summary on a decentralized storage network (such as IPFS or Arweave), (ii) publishing a reference or link through the Realms Mechanism, or (iii) maintaining an openly viewable repository designated for governance documents. Publication is for transparency only and does not affect the effectiveness or enforceability of the amendment once duly approved and ratified.

## **ARTICLE XII**

### **TAX MATTERS AND COMPLIANCE**

**XII.1 Tax Classification and Purpose.** The Company is organized as a Wyoming Decentralized Autonomous Organization Limited Liability Company (DAO LLC) under W.S. § 17-31-101 et seq. for all legal purposes. For United States federal and state income tax purposes, the Members intend that the Company shall be classified as a partnership under Treasury Regulation § 301.7701-3 and corresponding Wyoming and state income tax provisions, unless and until the Company elects to be treated as an association taxable as a corporation by appropriate filing with the Internal Revenue Service.

If at any time the Company has a single Member, the Company shall be treated as a disregarded entity for federal and state income tax purposes unless and until such Member elects to have the Company treated as an association taxable as a corporation.

Nothing in this Article, or elsewhere in this Agreement, shall be construed as authorizing the Company to conduct any business requiring registration or licensure as a money transmitter, broker, dealer, investment adviser, or other regulated financial intermediary under federal or state law, including but not limited to the Bank Secrecy Act, the Securities Exchange Act of 1934, or the Commodity Exchange Act.

**XII.2 Designation of Tax Representative.** The DAO shall, through the Realms Mechanism, designate a Partnership Representative within the meaning of Internal Revenue Code § 6223(a) (as amended by the Bipartisan Budget Act of 2015). The Partnership Representative shall have the sole authority to act on behalf of the Company in any audit or administrative proceeding before the Internal Revenue Service or any state taxing authority, subject to oversight and revocation by on-chain governance vote. The Partnership Representative may delegate administrative functions to an accountant or attorney authorized by the DAO, but no Member shall have independent authority to bind the Company in tax proceedings without such designation.

**XII.3 Wyoming Compliance.** The Company shall file an annual report and pay all associated fees required by the Wyoming Secretary of State under W.S. §17-29-209 and W.S. §17-31-109. The Company shall maintain a registered agent in the State of Wyoming and a principal office or registered digital location for the receipt of legal process, notices, and communications as required under the DAO Act. The Company shall maintain accurate records of its on-chain treasury addresses, program identifiers (program IDs), and governance documentation sufficient to satisfy the recordkeeping requirements under W.S. §17-31-107 and W.S. §17-31-110.

**XII.4 Information Reporting and Withholding.** (a) To the extent required by the Internal Revenue Code and applicable state or local law, the Company (acting through the Members) shall prepare and file all information returns (including, as applicable, IRS Forms 1065, 1099, and K-1) with respect to Members and any non-Member service providers or contractors who receive payments or other consideration from the Company in a manner that gives rise to



information-reporting or backup-withholding obligations.

(b) Each Member, and any such non-Member service provider or contractor, shall furnish to the Company or its designated accountant any information, including a completed IRS Form W-9 or, in the case of a non-U.S. person, an appropriate IRS Form W-8, that is reasonably requested to comply with those obligations. The Company may condition fiat or off-chain payments on the timely provision of such information and shall have no obligation to gross-up or reimburse any person for taxes, penalties, or interest arising from that person's failure to furnish such information.

The Company may withhold from any distribution or payment such amounts as are required by federal, state, or local law to satisfy tax-withholding obligations. Any amount so withheld shall be treated as a distribution or payment to the recipient for purposes of this Agreement.

**XII.5 Accounting Method and Fiscal Year.** The Company shall maintain its books and records using the U.S. dollar as its functional currency and generally accepted accounting principles (GAAP) or other accounting method approved through the Realms Mechanism. The fiscal year of the Company shall be the calendar year unless otherwise determined by on-chain governance in compliance with applicable tax law. For blockchain-based transactions, the Company shall maintain off-chain or verifiable on-chain accounting records sufficient to substantiate all material income, deductions, assets, and liabilities.

**XII.6 Income and Loss Allocations.** Any distributions of digital assets shall be valued at fair market value in U.S. dollars as of the time of distribution, based on a reputable on-chain price oracle or third-party index approved by the DAO. No distribution shall violate W.S. § 17-29-405 or render the Company insolvent.

**XII.7 Member Responsibility for Individual Taxes.** Each LABS Token Holder, Member, and Core Team Member shall be individually responsible for the reporting and payment of any tax obligations arising from their receipt, staking, vesting, or disposition of any tokens, rewards, or other property distributed by the Company or earned through interaction with the Protocol. The Company shall have no obligation to reimburse or indemnify any LABS Token Holder, Member, or Core Team Member for personal income taxes, capital-gains taxes, or similar liabilities, except to the extent the Company is expressly required by applicable law to withhold and remit amounts on such person's behalf.

**XII.8 DAO Treasury and Token Transactions.** All transactions executed by the DAO Treasury Wallet or other Company Accounts shall be deemed undertaken for the collective benefit of the DAO and shall not constitute taxable income to any individual Member until such time as distributions occur. Token swaps, liquidity-provision rewards, or other on-chain yield earned by Company Accounts shall be recorded as income of the Company for federal and state tax purposes. The DAO may retain digital assets to pay future obligations or reinvest in protocol development; such retention shall not be treated as constructive distributions to Members.

**XII.9 Foreign Participants.** If the Company has Members who are not U.S. persons within the meaning of Internal Revenue Code § 7701(a)(30), the Company shall comply with any applicable FATCA or FIRPTA reporting obligations, including the withholding and filing of IRS Forms 1042, 1042-S, or W-8BEN. Foreign Members agree to provide such documentation as reasonably required to determine their withholding status.

**XII.10 Digital-Asset Valuation.** For all tax and accounting purposes, digital assets shall be valued in U.S. dollars at the fair market value on the date of each transaction, using a reputable oracle, exchange index, or price aggregator (e.g., Pyth, Chainlink, or CoinMetrics) selected and approved through the Realms Mechanism.

**XII.11 Recordkeeping and Audit.** The Company shall maintain digital and off-chain books of account sufficient to comply with Internal Revenue Code § 6001 and W.S. § 17-31-107. All treasury and distribution transactions shall be auditable on-chain, and supporting documentation shall be retained for at least seven (7) years. Any Member shall have reasonable access to such records for tax and reporting purposes through the Realms governance interface or by request to the Partnership Representative.

**XII.12 Election to Adjust Partnership Items.** If the Company is subject to a partnership-level audit under Subchapter C of Chapter 63 of the Internal Revenue Code (the “**BBA Rules**”), the Partnership Representative may, with DAO approval, elect to push adjustments out to Members or pay any resulting imputed underpayment at the Company level.

**XII.13 Tax Compliance Disclaimer.** Nothing herein shall be construed as tax advice to any Member or third party. Each Member is encouraged to seek independent tax counsel regarding their participation in the DAO and their receipt or disposition of any digital assets. The Company’s obligations under this Article are limited to compliance with filing, reporting, and withholding requirements imposed by law.

## **ARTICLE XIII**

### **MISCELLANEOUS PROVISIONS**

**XIII.1 Entire Agreement.** This Agreement represents the entire agreement among all Members and between the Members, Core Team Members, and the Company. It supersedes all prior agreements, discussions, negotiations, and understandings relating to its subject matter, whether written or oral.

**XIII.2 Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming, including the DAO Act and the LLC Act, without regard to any conflict-of-laws principles.

**XIII.3 Severability.** Each provision of this Agreement shall be considered severable. If any provision is determined to be invalid, unenforceable, or illegal under existing or future law, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

**XIII.4 Indemnification.** To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Member, Core Team Member, and any authorized agent of the Company from and against any and all claims, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees) arising from their good-faith performance of duties or execution of authorized actions on behalf of the Company, whether such actions occur on-chain or off-chain. This indemnification shall not apply in cases of gross negligence, willful misconduct, or knowing and intentional violation of this Agreement.

**XIII.5 Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed given when (i) delivered personally, (ii) sent by recognized courier or certified mail to the Principal Office of the Company, or (iii) published through the Realms Mechanism or any successor governance platform used by the Company.

**XIII.6 Counterparts and Electronic Execution.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Execution and consent may occur by electronic signature, cryptographic signature from a verified Address, or on-chain acknowledgment through the Realms Mechanism.

**XIII.7 Headings.** Headings and section titles are for convenience only and shall not affect the interpretation of this Agreement.

**XIII.8 Rounding.** All fees, distributions, or other amounts payable or allocated under this Agreement shall be rounded to the nearest one-hundredth (0.01) unit of the applicable currency or token. Any fractional balances or residual amounts less than 0.01 remaining after such rounding shall be forfeited and automatically transferred to the DAO Treasury, where they shall be deemed DAO assets and not subject to further distribution or claim by any Member, participant, or third party.

**XIII.9 Non-Compete Covenant (a) Scope.** For a period of twelve (12) months following the termination of the Recipient’s engagement (for any reason) with Epicentral Labs, DAO LLC (the “**Company**”), whether as member, Core Team Member, employee, contractor, consultant, or advisor, the Recipient shall not, directly or indirectly, engage in or accept employment, consulting or other compensation-bearing relationship with any business or project that

develops, markets or operates blockchain-based decentralized finance (“**DeFi**”) protocols or digital-asset derivatives products that compete with the Company’s then-active core business lines at the date of termination unless such activity has been expressly approved in writing by the Company’s Members or the Realms Mechanism.

(b) **Exclusions & Compliance with Wyoming Law.** The parties acknowledge that under Wyoming law as of July 1 2025, covenants not to compete may be void unless they fall within narrow exceptions—such as protecting trade secrets, or applying only to executive or management personnel. Accordingly, this Covenant shall apply only to the extent it is enforceable under Wyoming law, and shall not prohibit the Recipient from receiving compensation for performing labor in a lawful field unless the Recipient (i) is executive or management personnel of the Company or (ii) is bound by this Covenant primarily for the protection of the Company’s trade secrets (as defined in **W.S. 6-3-501(a)(xi)**). To the extent this Covenant is found unenforceable by a court of competent jurisdiction, the remainder shall survive to the maximum extent permissible.

(c) **Geographic & Functional Limits.** The geographic scope and functional restrictions of this Covenant shall be limited to the markets, products and territory in which the Company actively operated or competed during the Recipient’s last twelve (12) months of service and shall not extend beyond what is necessary to protect legitimate business interests of the Company.

(d) **Severability & Modification.** If any term of this Covenant is held invalid or unenforceable, that term shall be modified to the minimum extent required for enforceability, and the remaining provisions shall continue in full force and effect. The parties agree that this Covenant may be modified by mutual written agreement or by the Realms Mechanism, and any such modification shall be automatically incorporated into this Agreement.

(e) **Acknowledgment.** The Recipient acknowledges that (i) the Company’s investment in its technology, governance mechanisms and community constitutes a legitimate business interest; (ii) the restrictions in this Covenant are reasonable and necessary to protect such interest; and (iii) the Recipient has been advised of the right to independent legal review of this Covenant prior to signing.

*To the extent Wyoming law in effect after July 1, 2025 renders any covenant in this § XIII.9 void or unenforceable, such covenant shall be interpreted to the maximum extent permitted by W.S. 2025 SF0107 and shall otherwise convert to a confidentiality and non-solicitation obligation only*

**XIII.10 Non-Poaching Clause.** No Member, Core Team Member, or Authorized Agent shall, during their participation in the DAO and for twelve (12) months thereafter, solicit, recruit, or induce any person or entity engaged with the DAO—including but not limited to Members, contractors, developers, or strategic partners—to terminate or alter their relationship with the DAO or to engage in any competing project, without prior written consent from the DAO.

**XIII.11 Dispute Resolution Clause.** All Members agree to act in **good faith** to resolve any dispute, claim, or controversy arising out of or relating to this Agreement or the DAO’s operations. If a resolution cannot be achieved through mutual discussion, the matter shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association (AAA) (or another mutually agreed arbitration body). The arbitration shall be conducted confidentially, by a single arbitrator, in English, and the decision shall be final and binding on all parties. Judgment on the arbitration award may be entered in any court of competent jurisdiction. Each party shall bear its own costs unless the arbitrator determines otherwise.

(a) All Members shall acknowledge and respond to any notice of arbitration from other Members within fourteen (14) days of receipt and shall provide any required mitigating action or solution within thirty (30) days thereafter.

**IN WITNESS WHEREOF**, the undersigned have executed this Operating Agreement of Epicentral Labs, DAO LLC as of the Effective Date first written above.

*Signature page follows*

MEMBER(S):

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title/Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title/Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

*Signature Page to Operating Agreement*

## **EXHIBIT A**

**Legal Full Name:** \_\_\_\_\_

**Identifier:** thelazysol (Discord) / TheLazySol (X/Twitter)

**On-Chain Address:** 3zxtSkehQA7Dtknwkt95FMnp4h4MDWYHM1epi9xeRsof

**On-Chain Solana Domain Address:** thelazy.sol

**Title / Capacity:** Initial Member / Core Team Member

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Full Name:** \_\_\_\_\_

**Identifier:** therealcyberstaker (Discord) / TheCyberStaker (X/Twitter)

**On-Chain Address:** GxEHQ2XcxsismsX4s4jbiEubuBtqax67Pa8g25AgGXwN

**On-Chain Solana Domain Address:** cyberstaker.sol

**Title / Capacity:** Other Member / Core Team Member

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*For purposes of identification, pseudonymous identifiers such as Discord or X/Twitter usernames may be used in lieu of legal names, provided that such identifiers are verifiably linked to an on-chain address that is capable of executing this Agreement or providing a cryptographic signature of consent.*

*For internal records and service of process, the Company shall maintain each Member's legal name and service address; pseudonyms may be used for public-facing materials.*

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## **EXHIBIT B – MEMBERSHIP CRITERIA**

- I. Authority and Capacity.** Each Member must have full legal capacity, power, and authority to enter into and perform such Member's obligations under this Operating Agreement and the Membership Joinder Agreement. Such agreements shall constitute legal, valid, and binding obligations of the Member, enforceable against the Member in accordance with their terms. If a Member is an entity, it must be duly incorporated or organized, validly existing, and in good standing in its jurisdiction of formation.
- II. Compliance with Law and Agreements.** Each Member's agreements with, and duties to, the Company must not contravene, conflict with, or violate any applicable law or regulation, or constitute a breach or default under any contract, instrument, or agreement to which the Member is bound.
- III. Sanctions and Legal Restrictions.** No Member may be, or be affiliated with or acting on behalf of, any country, territory, organization, or person that is subject to sanctions or restrictions under applicable law.
- IV. Integrity and Conduct.** No Member shall have been convicted of, or held civilly liable for, fraud, willful misconduct, gross negligence, or any crime involving moral turpitude or dishonesty in connection with their professional or financial activities.
- V. Technical and Governance Competence.** Each Member must be reasonably sophisticated, experienced, and knowledgeable in blockchain technologies, including the Realms Mechanism and the Company's governance and operational structure.
- VI. Token Ownership.** Each Member must be a holder of LABS Tokens at the time of admission and throughout the duration of their Membership.
- VII. Core Team Participation.** Each Member must also serve as a Core Team Member and be an authorized signer within the Multisig Wallet, holding one voting right per signer as defined by the wallet's configuration, in order to exercise the operational authority granted by this Agreement on behalf of the Company.

## **EXHIBIT C - FORM OF MEMBERSHIP JOINDER AGREEMENT**

### **MEMBERSHIP JOINDER AGREEMENT**

This Membership Joinder Agreement (this “*Agreement*”) is executed by the undersigned (the “*Prospective Company Member*,” and, upon admission, the “*Member*”) and EPICENTRAL LABS, DAO LLC, a Wyoming decentralized autonomous organization limited liability company (the “*Company*”), as of the later of the signature dates below. Capitalized terms used but not defined herein have the meanings given in the Company’s Operating Agreement (the “*Operating Agreement*”).

For clarity, the Prospective Company Member may also serve, or continue to serve, as a Core Team Member under the Operating Agreement. In such a case, the rights and obligations arising from Membership in the Company shall remain distinct from the rights and obligations arising from service as a Core Team Member, and actions taken in either capacity shall be governed by the respective provisions of the Operating Agreement.

By the execution of this Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Prospective Company Member hereby covenants and agrees as follows:

- I. Agreement to Operating Agreement.** Subject to approval by the Members in accordance with the Operating Agreement, the Prospective Company Member hereby adopts and becomes a party to the Operating Agreement as a Member of the Company and agrees to be bound by all of its terms and conditions. The Prospective Company Member represents and warrants that they satisfy all Membership Criteria set forth in Exhibit B of the Operating Agreement and that their execution of this Agreement does not violate any applicable law or contract.
- II. Compensation.** The Prospective Member agrees to serve the Company and shall be compensated through royalties as set forth in Article VII and Exhibit F. The Company may also reimburse reasonable pre-approved expenses in accordance with this Agreement.
- III. No Partnership or Implied Duties.** This Agreement and the Operating Agreement do not create or imply a joint venture, partnership, association, or other entity between or among the parties, nor do they create any fiduciary duty or other duty not expressly stated herein or in the Operating Agreement, other than the covenant of good faith and fair dealing under applicable law. Each party remains free to conduct other business, including activities competitive with those of the Company.
- IV. Notices.** All notices shall be deemed delivered when provided to the members, and the company, (i) by electronic mail, (ii) through the Realms Mechanism or another verified on-chain communication channel designated by the Company, or (iii) by physical delivery to the Company’s Principal Office. Written notice shall become effective upon acknowledgment by the members, the Company, or thirty (30) days after the date of notice, whichever occurs first.
- V. Successors and Assigns.** This Agreement binds and benefits the parties and their respective successors and permitted assigns. No third party shall have rights under this Agreement except as expressly stated herein.
- VI. Counterparts and Electronic Execution.** This Agreement may be executed in any number of counterparts, including via DocuSign, cryptographic signature from a verified Address, or other electronic means. Each counterpart shall be deemed an original, and all counterparts together constitute one instrument.
- VII. Amendment.** This Agreement may be amended or waived only by written unanimous consent by the Members; provided that any amendment that would require amendment of the Operating Agreement shall follow the same approvals required under Article XI thereof.
- VIII. Severability.** If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid, and the remainder of this Agreement shall remain in effect.
- IX. Waiver.** No failure or delay by either party in exercising any right or remedy shall operate as a waiver thereof. All

remedies under this Agreement or at law are cumulative. The Prospective Member shall acknowledge and respond to any notice from the Company or other Members within fourteen (14) days of receipt and shall provide any required mitigating action or solution within thirty (30) days thereafter.

**X. Further Assurances.** The Member shall execute and deliver such additional instruments and take such further actions as the Company may reasonably request to effectuate the purposes of this Agreement and the Operating Agreement.

**XI. Construction.**

- (a) Words importing the singular include the plural and vice versa; words importing any gender include all genders.
- (b) “Including” means “including, without limitation.”
- (c) Section headings are for convenience only and do not affect interpretation.
- (d) References to “hereof,” “herein,” and similar terms refer to this Agreement as a whole.
- (e) Any ambiguity shall not be construed against either party as the drafting party.

**XII. Entire Agreement.** This Agreement, together with the Operating Agreement, constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior communications or agreements relating to such subject

*Signature page follows*



The below-named parties, intending to be legally bound, hereby execute and deliver this Membership Joinder Agreement as of (the later of) the date(s) set forth below.

**EPICENTRAL LABS, DAO LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Contact Information for Legal Notices:

\_\_\_\_\_

**[PROSPECTIVE MEMBER NAME]**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Contact Information for Legal Notices:

\_\_\_\_\_

## **EXHIBIT D – ASSET CONTRIBUTIONS**

Initial Contributed Assets. The following assets have been assigned, transferred, donated, or otherwise contributed to Epicentral Labs, DAO LLC (the “**Company**”) by one or more Members or Core Team Members as of the Effective Date of the Operating Agreement. Each asset is deemed property of the Company and may be held, administered, or managed on behalf of the Company through the Realms Mechanism, Multisig Wallet, or other authorized custodial structure.

### **I. Domain Names**

- epicentrallabs.com
- opx.markets

*(and any subdomains affiliated with the above)*

### **II. Official Community Server**

- “Epicentral Labs” Discord Server — <https://discord.com/invite/5asAuY2sR8>

### **III. Official Social Media Accounts**

- X / Twitter: [@EpicentralLabs](#)
- X / Twitter: [@opxmarkets](#)

### **IV. Messaging Channel**

- Telegram Community Chat — <https://t.me/EpicentralLabs>

### **V. Brand Assets / Logos**

- Epicentral Labs Logo: A bold, geometric monogram featuring the letter “E” in white on a black background, symbolizing innovation and structure.
- OPX Logo: Compact “OPX” lettering arranged in a square formation, conveying precision and modernity.

### **VI. Code Repositories**

- Epicentral Labs GitHub Organization: <https://github.com/EpicentralLabs> and all associated codebases and repositories maintained therein.

### **Notes:**

- 1. All contributed assets shall be managed, maintained, or transferred only in accordance with the Operating Agreement and the Realms Mechanism.*
- 2. Updates or additions to this Exhibit D may be made from time to time by written notice of a Member and acknowledgment through the Realms Mechanism, without separate amendment to the Operating Agreement.*
- 3. All intellectual-property rights related to the above assets shall be owned by the Company unless otherwise documented in writing.*

## **EXHIBIT E - FORM OF ASSET TRANSFER AGREEMENT**

This Asset Transfer Agreement (this “**Agreement**”) is entered into as of the latest date of signature set forth below (the “**Effective Date**”), by and between the undersigned (the “**Assignor**”) and Epicentral Labs, DAO LLC, a Wyoming decentralized autonomous organization limited liability company (the “**Assignee**”).

**I. Defined Terms.** For purposes of this Agreement, the following terms have the meanings ascribed below:

- (a) “**Asset**” means any property (including any intellectual property), right (including any right under a contract or any intellectual-property right), interest, claim, goodwill, receivable, authorization, document, data, record, information, or other tangible or intangible asset, wherever located and whether or not required to be reflected on a balance sheet in accordance with generally accepted accounting principles.
- (b) “**Transferred Assets**” means all Assets described on Schedule 1 (if provided) attached hereto.
- (c) “**Liability**” means any debt, obligation, duty, or liability of any nature (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, inchoate, derivative, joint, several, or secondary liability), whether or not required to be disclosed on a balance sheet in accordance with generally accepted accounting principles and whether or not immediately due and payable.

**II. Assignment by Assignor.** Assignor hereby assigns, sells, conveys, transfers, and delivers to Assignee all of Assignor’s right, title, and interest in and to the Transferred Assets, free and clear of all liens, claims, and encumbrances, except as expressly set forth in this Agreement.

**III. Acceptance by Assignee.** Assignee hereby accepts all of Assignor’s right, title, and interest in and to the Transferred Assets and acknowledges that such Assets shall become property of the Company as defined in the Operating Agreement.

**IV. Non-Assignable Assets.** Notwithstanding anything in this Agreement to the contrary, to the extent that any Transferred Asset is not assignable without the consent of a third party whose consent has not been obtained, this Agreement shall not constitute an assignment of that Asset. The parties shall cooperate in good faith to obtain any consents or authorizations necessary to effect such transfer. If any transfer of intellectual-property rights is invalid or ineffective for any reason, Assignor hereby grants to Assignee a perpetual, irrevocable, exclusive, freely transferable, worldwide, royalty-free, fully paid-up license (with the right to grant sublicenses through multiple levels of sublicenses) to use such intellectual property for all lawful purposes of the Company.

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

**VI. Entire Agreement.** This Agreement constitutes the entire understanding between the parties concerning the Transferred Assets and supersedes all prior or contemporaneous agreements or understandings, whether written or oral, relating to the same subject matter.

**VII. Amendments.** This Agreement may be amended or modified only by a written instrument executed by both parties; provided that any amendment requiring modification of the Operating Agreement shall follow the approvals set forth in Article XI of the Operating Agreement.

**VIII. Severability.** If any provision of this Agreement, or the application thereof, is held invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision shall be replaced by a valid provision that most closely reflects the parties’ original intent.

**IX. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures delivered by electronic transmission or cryptographic verification shall be deemed valid and binding for all purposes.

**X. Successors and Assigns.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, legal representatives, and permitted assigns.

[ASSIGNER]

Name: \_\_\_\_\_

Title/Capacity: \_\_\_\_\_

Address / On-Chain Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

[ASSIGNEE]

Name: EPICENTRAL LABS, DAO LLC

By: AUTHORIZED CORE TEAM MEMBER / AGENT

Address / On-Chain Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT F - STAKING PROPORTIONAL FEE ALLOCATION SCHEDULE**

This **Exhibit F** sets forth the proportional fee allocation structure for all fees, revenues, and other proceeds generated by products, protocols, or other operations developed, maintained, or administered by EPICENTRAL LABS, DAO LLC (the “*Company*”). All proportional fee allocations described herein shall be binding upon the Company, its Members, Core Team Members, and any authorized agents, and shall be executed in accordance with this Operating Agreement, the DAO Act, and any applicable law.

### **I. General Allocation of Fees**

I.1 Scope. This Exhibit governs the proportional fee allocation and distribution of all protocol-generated or product-generated revenues, whether denominated in digital assets, tokens, stablecoins, or fiat currency equivalents.

I.2 Execution. Unless otherwise specified by a duly approved proposal under the Realms Mechanism, all proportional fee allocation distributions shall be executed automatically through designated Smart Contracts or, where automation is not practicable, by the Core Team Members acting in good faith through the Multisig Wallet.

I.3 Modification. No amendment or modification of this Exhibit shall be effective unless approved by the unanimous written consent of all Members, consistent with Article XI of this Agreement.

### **II. Allocation Percentages**

II.1 Staking Rewards and Rebates of xLABS. To encourage participation-based compensation, the DAO may provide xLABS Token holders with rebates from (70%) of transaction fees incurred on the protocol in accordance with clause § VII.3(c) Such rebates are processed manually by the xLABS Token Holders and do not depend on the market value of any DAO token.

(70%) of fees or revenues generated by DAO-operated products or protocols shall be allocated for the rebate of xLABS Tokens as part of the Rewards Program. Such activity shall be executed on-chain through smart contracts or mechanisms designated by the Realms Mechanism. The purpose of this allocation is to reward participation-based compensation through the Staking Lab.

II.2 Core Team Multisig Allocation. Thirty percent (30%) of all fees or revenues shall be allocated to the Multisig Wallet for the benefit of the Core Team and the operational functions of the DAO. The funds allocated to the Multisig Wallet shall be further divided as follows:

(a) Core Team Member Distributions. Twenty percent (20%) of total fees (equivalent to one-third of the Multisig Allocation) shall be distributed as payment to the Core Team Members, in recognition of their services, contributions, governance oversight, and overall duties. The Core Team Members may, by unanimous written consent or by a procedure established in the Core Team’s internal operating rules, determine the ratio, percentage, or formula by which the Core Team Member Distribution is allocated among themselves.

(b) Operational Costs. Ten percent (10%) of total fees (equivalent to one-third of the Multisig Allocation) shall be reserved and maintained within the Multisig Wallet for operational expenses incurred on behalf of the DAO, including but not limited to infrastructure, hosting, administrative, development, security, and legal costs. Disbursements from this portion shall be made by Core Team Members acting in good faith and in accordance with DAO-approved budgets or Realms proposals.

### **III. Administration and Transparency**

III.1 On-Chain Verification. All distributions described herein shall, to the extent practicable, be conducted through

verifiable on-chain transactions, with the corresponding records made available for public inspection.

III.2 Reporting. The Core Team Members shall maintain records of all fee distributions under this Exhibit and may periodically publish reports or summaries to the DAO community for transparency and accountability.

III.3 Continuity. This fee distribution structure shall remain in effect for so long as the Core Team actively performs services on behalf of the Company or until duly amended by unanimous consent of the Members.

III.4 Governing Law. This Exhibit shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming, including the DAO Act and the LLC Act, without regard to conflict-of-laws principles.

III.5 OFAC/Sanctions & KYC/Geofencing. No distributions (including staking payouts, royalty flows, or redemptions) shall be made to any person if doing so would violate **U.S. sanctions** or applicable **AML laws**. The Company may **screen wallets** (including IP/geo), **block transactions**, or **escalate to counsel**. Amounts blocked for compliance reasons are **held in suspense** until cleared or remitted to a designated compliance escrow.

#### **IV. Incorporation**

This Exhibit F forms an integral part of the Operating Agreement of Epicentral Labs, DAO LLC and shall have the same force and effect as if fully set forth therein. All capitalized terms not otherwise defined herein have the meanings assigned to them in the Operating Agreement.

## **EXHIBIT G - REGULATORY SECURITY COMPLIANCE STATEMENT**

**I. Purpose and Overview.** This Exhibit forms part of the DAO's Operating Agreement and sets forth the basis upon which the DAO determines that the **xLABS Token** does not constitute a "security" under the Securities Act of 1933, the Securities Exchange Act of 1934, or the judicial test established in *SEC v. W.J. Howey Co.*, 328 U.S. 293 (1946). The xLABS structure is intentionally designed to comply with applicable U.S. regulatory guidance and to function solely as a **utility-based reward mechanism**.

**II. Howey Test Analysis.** An instrument is a security under *Howey* if it involves (i) an investment of money; (ii) in a common enterprise; (iii) with a reasonable expectation of profit; (iv) derived from the efforts of others. The xLABS Token fails these criteria, as follows:

- (a) **No Investment of Money.** xLABS is not offered or sold by the DAO for consideration. It is earned through staking LABS Token into the Staking Lab. Alternatively, users can purchase xLABS from the open-market from sellers not directly linked to the company. In order to receive the activity reward, verifiable on-chain participation in governance or other protocol activity, must be had.
- (b) **No Expectation of Profit.** Redemption value is capped up to ninety percent (99.90%) of market value and is tied to utility and participation, not appreciation or speculation, as determined by the Realms Mechanism.
- (c) **No Common Enterprise.** Rewards are individually calculated based on each LABS Token Holders' measurable contributions, not pooled profits or shared financial performance.
- (d) **No Reliance on the Efforts of Others.** Eligibility and reward outcomes are determined solely by each LABS Token Holders' on-chain actions; no promoter or managerial group determines value.

### **III. Treasury Reacquisition Policy.**

- (a) **Purpose.** The DAO may, through approved governance proposals, authorize the reacquisition of LABS Tokens from the open market for legitimate operational purposes, including but not limited to treasury rebalancing, liquidity provisioning, or protocol maintenance (each, a "Treasury Reacquisition").
- (b) **Non-Buyback Characterization.** Treasury Reacquisitions shall not be construed as token buybacks, redemptions, or investment returns. Such transactions are conducted solely to support the DAO's operational integrity and liquidity needs and are not intended to influence market price, reduce supply for speculative benefit, or generate profit for token holders.
- (c) **Governance Approval.** All Treasury Reacquisitions must be approved by a duly adopted DAO proposal, specifying (i) the operational purpose, (ii) the maximum budget, and (iii) the execution parameters. No reacquisition may be authorized for the purpose of price support or value enhancement.
- (d) **Transparency.** All related transactions shall be executed by smart contract or verifiable on-chain record and disclosed to LABS Token Holders through the Realms Mechanism.

**IV. Active Governance Requirement.** Only LABS Token Holders who actively participate in eligible activity may redeem from the Rewards Program. This converts potential passive yield into a participation-based rebate, consistent with consumer rewards programs and eliminating passive-income or investment elements.

**V. Decentralized Claim Administration.** All claims and redemptions are performed on-chain through autonomous smart-contract logic. No centralized administrator controls eligibility, distribution, or redemption, satisfying SEC guidance emphasizing decentralization for non-security digital assets.

**VI. Utility and Reward Functionality.** xLABS functions exclusively as a **protocol reward token**, analogous to cash-back points or rebate credits in consumer systems. Redemption limits, capped value, and non-speculative use ensure xLABS serves a utility purpose rather than an investment purpose.

**VII. Anti-Profit Safeguards.** To prevent speculative use:

- (a) At minimum, a tenth-of-a-percent (0.10%) **redemption tax** applies to all redemptions from The Rewards

- Program,
- (b) Eligibility requires **active participation**; and
  - (c) **No passive yield** accrues to holders.

These safeguards ensure xLABS cannot function as a vehicle for arbitrage or passive gain.

**VIII. No Equity or Ownership Rights.** xLABS confers no ownership, equity interest, or voting control in the DAO or its assets. Governance rights remain vested solely in LABS Token holders. xLABS is limited to utility and reward functionality.

**IX. Marketing and Disclosure Compliance.** The DAO shall market xLABS strictly as a participation-based rewards mechanism and not as an investment, yield-bearing asset, or speculative product. All communications must conform to applicable SEC promotional and anti-fraud standards.

**X. Proportional and Transparent Distribution.** Rewards are algorithmically determined and publicly auditable on-chain, ensuring objective, proportional, and transparent allocation without discretionary control by any individual or Core Team member.

**XI. Summary Statement.** The xLABS Token is a non-security, governance-linked rebate instrument that rewards active DAO participants. Its structure eliminates investment-contract characteristics through decentralization, capped redemption, mandatory participation, and the absence of ownership or profit expectation.

In essence, xLABS functions for the DAO as a cash-back function — earned through eligible activity, redeemable at a capped value, and inherently non-speculative.

*All security reviews, audits, and verification reports referenced in this Exhibit shall be published or cryptographically referenced within the corresponding Realms Mechanism proposal pursuant to § II.5 (f) of this Agreement. No audit or verification process shall confer discretionary control over user assets or alter on-chain program logic except through governance conducted via the Realms Mechanism.*



## EXHIBIT H - REGULATORY SAFE HARBOR STATEMENT

### I. Purpose

This Exhibit is adopted to establish a clear interpretive and compliance framework confirming that the business and technological activities of Epicentral Labs, DAO LLC (the “**Company**”) are conducted exclusively through non-custodial, autonomous software systems whose upgrade authority and any mutable logic are collectively controlled only by the DAO acting through the on-chain Realms governance mechanism described in this Agreement (the “**Realms Mechanism**”).

Consistent with this framework, the Company’s programs are designed so that:

1. Core settlement and custody logic is permanently immutable; and
2. Any remaining mutable logic or parameters are upgradeable solely pursuant to DAO-wide governance decisions effected through the Realms Mechanism and executed by the DAO Treasury (or successor Company Account designated by such mechanism).

These constraints are intended to ensure that the Company falls within applicable statutory and regulatory exemptions from registration, licensing, or broker-dealer requirements under United States federal law and the Wyoming Decentralized Autonomous Organization Supplement (the “**DAO Act**”).

### II. Definitions

For the purposes of this Exhibit, capitalized terms not defined herein have the meanings given elsewhere in this Agreement.

1. **Autonomous Program** means any self-executing smart contract deployed by the Company or its Members on a public blockchain that, once deployed, operates deterministically without discretionary human control and is subject only to:
  - (a) **immutability** with respect to Immutable Core Logic; and
  - (b) **DAO-governed upgrades** with respect to any Governance-Mutable Logic or parameters, which may be modified only upon:
    - (i) approval of a governance proposal by LABS Token Holders through the Realms Mechanism; and
    - (ii) ministerial execution of such approved upgrade by the DAO Treasury or other Company Account formally designated as upgrade authority pursuant to that same on-chain proposal.

No individual Member, Core Team Member, developer, or other person shall have unilateral discretion to alter, pause, or replace an Autonomous Program.

2. **Non-Custodial Architecture** means a structure in which all assets remain under the direct cryptographic control of the users who initiate transactions, and in which no Member, Core Team Member, or the Company itself has the ability to access, transfer, or freeze user assets except as and to the limited extent expressly authorized by Immutable Core Logic or DAO-approved non-custodial program logic executed pursuant to the Realms Mechanism.
3. **Protocol-Level Fee** means a fixed, deterministic, on-chain charge collected through non-custodial program logic under the supervision of the DAO Treasury and shall not constitute compensation for financial, brokerage, or investment services within the meaning of the Securities Exchange Act of 1934, the Commodity Exchange Act, or the Bank Secrecy Act.
4. **Immutable Core Logic** means the portion of executable code governing custody, escrow, settlement, and disbursement of user assets that has its upgrade authority permanently revoked (upgrade\_authority = None) and cannot be modified, overridden, or replaced by any governance action, including any Realms proposal or

DAO vote.

5. **Governance-Mutable Logic** means non-custodial executable code and configuration parameters of an Autonomous Program—such as oracle references, protocol-level fee rates, risk limits, market-listing metadata, and integration addresses—that do not alter the core rules of custody, escrow, settlement, or disbursement of user assets, and that:
  - (a) remain technically upgradable on-chain; but
  - (b) may be upgraded or modified only (i) upon approval of a proposal by LABS Token Holders through the Realms Mechanism, and (ii) by ministerial execution from the DAO Treasury (or successor upgrade authority Company Account) as directed by such proposal.
6. **DAO Upgrade Authority** means the on-chain designation of the DAO Treasury wallet, or any successor Company Account approved through the Realms Mechanism, as the upgrade\_authority (or analogous construct) for any Governance-Mutable Logic associated with the Company’s programs. DAO Upgrade Authority exists solely:
  - (a) to implement upgrades or parameter changes approved by LABS Token Holders via the Realms Mechanism; and
  - (b) to remediate verified security vulnerabilities or maintain protocol functionality in accordance with this Agreement.

DAO Upgrade Authority shall never be used to seize, appropriate, or otherwise exercise discretionary control over individual user assets or balances.

### III. Safe-Harbor Position

1. **Autonomous Software Exemption.** The Company’s programs are designed, deployed, and maintained as Autonomous Programs that execute user-initiated transactions without discretionary intervention by any Member, Core Team Member, or agent. Consistent with *FinCEN Guidance FIN-2019-G001* and comparable interpretations of the Commodity Futures Trading Commission (“*CFTC*”) and Securities and Exchange Commission (“*SEC*”), persons engaged solely in the creation, publication, and DAO-governed maintenance of such non-custodial code—where:
  - (a) core settlement and custody logic is immutable, and
  - (b) any remaining Governance-Mutable Logic is upgradeable only through the Realms Mechanism and DAO Upgrade Authority—

are not “money transmitters,” “exchanges,” or “broker-dealers” solely by reason of such activity.

2. **Commodity and Securities Scope.** The Company’s systems facilitate user-initiated interactions with digital assets such as SOL, LABS, wattLABS, and similar blockchain-native tokens that constitute digital commodities under 7 U.S.C. § 1a(9). None of the Company’s programs issue, trade, or intermediate derivatives, futures, or securities as defined under the Commodity Exchange Act or the Securities Exchange Act of 1934.

To the extent the DAO ever wishes to enable features that could fall within such regimes (e.g., retail leveraged or margined commodity transactions), it must do so only upon a separate legal determination and, if applicable, registration or exemption, pursuant to the Realms Mechanism.

3. **Non-Custodial Operation.** At no time shall the Company, any Member, or Core Team Member accept, hold, transmit, or exercise discretionary control over user funds. All user assets are held in self-custodied wallets or

escrow accounts owned by the users themselves and governed solely by Immutable Core Logic and DAO-governed Autonomous Programs.

No action of the Realms Mechanism, DAO Treasury, or DAO Upgrade Authority shall be construed or implemented to:

- (a) re-route individual user balances away from the rules set forth in Immutable Core Logic; or
- (b) confer to any person discretionary authority over user assets.

4. **Immutable Settlement Logic.** All executable code responsible for escrow, payoff computation, settlement, and disbursement of assets shall remain permanently Immune to upgrade:

- (a) such logic shall be deployed with upgrade\_authority permanently revoked (upgrade\_authority = None); and
- (b) no governance action, including any Realms proposal or DAO vote, shall enable alteration of such logic or confer discretionary control over user balances.

Any smart contract instance purporting to modify Immutable Core Logic shall not be treated as an official Company program or protocol component for purposes of this Agreement or this Exhibit and shall not benefit from the safe-harbor positions stated herein.

5. **Governance-Mutable Parameters.** The DAO may, through the Realms Mechanism, modify only Governance-Mutable Logic and parameters—such as oracle references, protocol-level fee rates, approved market lists, risk caps, administrative settings, or integration addresses—subject to all of the following constraints:

- (a) **DAO-Exclusive Control.** No Member, Core Team Member, contractor, or third party may modify any Governance-Mutable Logic or parameter except pursuant to a governance proposal approved through the Realms Mechanism and executed via DAO Upgrade Authority. Any purported modification outside this process is unauthorized, void, and not binding on the Company.
- (b) **Non-Custodial Limitation.** No modification to Governance-Mutable Logic may authorize, enable, or result in discretionary access to, or seizure of, user assets; all such modifications must remain strictly consistent with the non-custodial principles and Immutable Core Logic described in this Exhibit and in Article II of this Agreement.
- (c) **Transparency and Timelock.** All such modifications shall be implemented only through transparent on-chain governance processes subject to any applicable timelock or execution-delay parameters established by the Realms Mechanism, and with verifiable public record of the program IDs, commit or build hashes, and configuration changes approved.

6. **Protocol Fee Structure.** Any transaction or settlement fee is a Protocol-Level Fee defined in either Immutable Core Logic or Governance-Mutable Logic and routed automatically to the DAO Treasury Wallet. Such fees are operational in nature and shall not be deemed consideration for brokerage, margin, or investment services.

No Member, Core Team Member, or other person may individually redirect Protocol-Level Fees or create discretionary fee-sharing arrangements outside of DAO-approved parameters.

7. **Wrapping and Integration Mechanisms.** Programs that autonomously wrap and unwrap tokens on a one-to-one basis with their underlying assets, or that integrate with decentralized exchanges (e.g., Orca, Raydium) solely through atomic, user-initiated cross-program invocations, are deemed technical conversions

and non-custodial integrations. These activities do not constitute money-transmission, custodial, or exchange operations under federal law, provided that:

- (a) any Governance-Mutable Logic associated with such integrations is changeable only by Realms-approved governance and DAO Upgrade Authority; and
- (b) such changes cannot impair 1:1 redeemability or grant discretionary control over user assets.

**8. Exclusive Recognition of DAO-Controlled Deployments.** For purposes of this Exhibit and the Company's regulatory posture, only those Autonomous Programs and deployments that:

- (a) implement Immutable Core Logic as described herein; and
  - (b) designate the DAO Treasury (or successor Company Account approved through the Realms Mechanism) as DAO Upgrade Authority for any Governance-Mutable Logic; and
  - (c) are upgraded, if at all, solely via Realms proposals and DAO Upgrade Authority execution,
- shall be recognized as official Company programs or protocol components.

Any fork, clone, or redeployment that does not conform to these requirements shall be deemed an independent third-party system and shall not be covered by the safe-harbor positions or compliance interpretations in this Exhibit.

#### **IV. Regulatory Intent and Reliance**

The Company expressly relies on the following authorities and interpretations:

1. **FinCEN Guidance FIN-2019-G001** (Application of FinCEN's Regulations to Certain Business Models Involving Convertible Virtual Currencies);
2. **CFTC v. Ooki DAO** (distinguishing discretionary governance over leverage and margin from immutable software publication);
3. **SEC FinHub Framework for "Investment Contract" Analysis of Digital Assets** (April 2019); and
4. **Wyoming DAO Supplement, W.S. § 17-31-101 et seq.**, affirming that DAO LLCs operating exclusively through smart-contract-based governance are recognized as limited liability companies under Wyoming law.

These authorities collectively support the conclusion that the Company's non-custodial, DAO-governed, and user-initiated design exempts it from registration as a money-services business, commodity exchange, securities exchange, broker-dealer, or investment company, provided that the constraints described in this Exhibit are observed.

#### **V. Continuing Obligations**

The Company shall:

1. Maintain public documentation, audit results, and DAO-governance transparency;
2. Disclose its non-custodial architecture within all user-facing materials where applicable (Terms of Use, Terms of Service, whitepapers, and documentation); and
3. Promptly amend this Exhibit if material changes to U.S. or Wyoming regulatory interpretations affect the

foregoing safe-harbor basis.

## **VI. Disclaimer**

This Exhibit constitutes a good-faith compliance framework and interpretive statement by the Company and its Members. Nothing herein shall be construed as legal advice to any third party or as a waiver of any legal right or defense available to the Company under state or federal law.

For implementation of sanctions, money-transmission, and AML/KYC controls consistent with this Safe-Harbor Statement, reference is made to **Exhibit I (Sanctions and Money Transmission Compliance Statement)**.

## **EXHIBIT I - SANCTIONS COMPLIANCE AND MONEY TRANSMISSION COMPLIANCE STATEMENT**

**I. Regulatory Status.** Epicentral Labs, DAO LLC (*the “DAO”*) is a decentralized autonomous organization limited liability company organized under the laws of the State of Wyoming and is therefore a “U.S. person” subject to applicable U.S. federal laws and regulations, including those administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“*OFAC*”), the Financial Crimes Enforcement Network (“*FinCEN*”), and other governmental authorities having jurisdiction.

### **II. OFAC / Sanctions Compliance.**

- (a) **Prohibited Jurisdictions and Persons.** No Member, LABS Token Holder, User, or Core Team Member may access or use the DAO’s smart contracts, web interfaces, or any other service provided by or on behalf of the DAO from any jurisdiction subject to comprehensive U.S. sanctions (including, without limitation, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, or Luhansk regions of Ukraine) or if such person or entity is identified on any U.S. government sanctions list (including OFAC’s Specially Designated Nationals and Blocked Persons List).
- (b) **Compliance Controls.** The DAO may implement commercially reasonable controls to comply with applicable sanctions laws, including IP-based geofencing, wallet-screening mechanisms, sanctions list monitoring, attestations, or access gating to certain smart contracts or governance participation.
  - (i) **Non-Custodial Compliance Implementation.** Pursuant to **Exhibit H** and **§ II.7 (b)** of this Agreement, sanctions screening, address-risk filtering, and jurisdictional access controls shall be implemented only at the interface or front-end layer and shall not grant the Company or DAO Treasury any custodial or intermediary function. All compliance actions must be publicly referenced through Realms governance proposals and executed without interfering with users’ direct custody of assets.
- (c) **Member Representation.** By participating in the DAO, each Member and User represents and warrants on a continuing basis that such person is not a sanctioned person or resident of a prohibited jurisdiction and that such person’s participation does not violate U.S. sanctions laws.
- (d) **Right to Restrict Access.** The DAO and its Core Team Members may restrict, disable, or freeze access to on-chain or off-chain systems if reasonably necessary to prevent or mitigate a violation of U.S. sanctions laws or other applicable restrictions, and any such restriction shall not be deemed a breach of this Agreement.

### **III. FinCEN and Money Transmission Compliance.**

- (a) **Non-Money Transmitter Structure.** The DAO is structured and operated to avoid classification as a “money transmitter” or “financial institution” under the Bank Secrecy Act, the Financial Crimes Enforcement Network regulations, and applicable state money services business statutes. The DAO does not (i) receive or transmit digital assets on behalf of any person, (ii) hold custody of user funds, (iii) exchange digital assets for fiat currency, or (iv) perform any function involving the acceptance or transmission of value on behalf of others.
- (b) **Non-Custodial Protocol Operation.** All transactions involving LABS, xLABS, or any other digital assets governed by the DAO occur directly between users and smart contracts deployed to the Solana blockchain or similar decentralized networks. The DAO does not exercise control or discretion over user wallets, transfers, or claims of tokens once the governing smart contracts are deployed.
- (c) **Fees and Treasury Receipts.** Any protocol fees collected by the DAO’s smart contracts are received solely into the DAO Treasury as part of its autonomous operations and do not constitute the acceptance, transmission, or exchange of funds on behalf of others. Such receipts shall be governed solely by DAO governance and treasury management procedures, and not by any individual or Core Team Member acting in a custodial or intermediary capacity.

### **IV. KYC / AML and Reasonable Compliance Efforts.**

- (a) **Reasonable Efforts.** The DAO shall implement reasonable measures designed to prevent participation by sanctioned persons, high-risk jurisdictions, or bad actors, including on-chain or off-chain screening, attestations, or user declarations as determined by governance.
- (b) **No Custody of Personal Data.** Unless required by law or governance-approved policy, the DAO shall not collect or retain personally identifiable information (PII) of Members or users, and shall rely on self-certification or third-party verification providers for any required KYC/AML processes.
- (c) **Cooperation with Authorities.** If requested by competent authorities or regulators with proper jurisdiction, the DAO shall cooperate in good faith within the limits of applicable law to provide information or evidence necessary to demonstrate compliance.

**V. Future Regulatory Changes.** If applicable law, regulation, or regulatory interpretation materially changes such that the DAO, its Treasury, or its smart contracts could be deemed to engage in money transmission, securities issuance, or other regulated activity, the DAO may, by Member vote or Core Team administrative action, implement additional compliance measures, including but not limited to: (i) FinCEN or state-level registration, (ii) engagement of licensed custodians or transfer agents, (iii) adoption of KYC/AML procedures, or (iv) modification of DAO functionality to maintain compliance.

All such modifications shall be applied prospectively and shall not retroactively alter Member rights except as necessary to maintain compliance with applicable law.

**VI. Indemnity and Safe Harbor.** Each Member agrees to indemnify and hold harmless the DAO, its Core Team Members, and affiliated service providers from and against any loss, claim, or liability arising from the Member's breach of any representation under this Article, including participation by any sanctioned person or violation of OFAC or FinCEN requirements.

The DAO shall not be liable for any damages arising from the good-faith implementation of compliance controls, access restrictions, or other lawful measures taken under this Article.

**VII. Non-Custodial and Non-Money Transmitter Operations.** The DAO may integrate decentralized exchange ("**DEX**") functionality or routing mechanisms to facilitate non-custodial token swaps between users and third-party smart contracts. The DAO does not accept, transmit, or exchange digital assets on behalf of any person, nor does it exercise control or discretion over user funds. Any protocol fees received by the DAO from DEX integrations are automatically distributed to the DAO Treasury by smart contract logic, without human intervention.

The DAO is not engaged in the business of money transmission as defined under **31 C.F.R. §1010.100(ff)** or analogous state money transmission statutes.

**VIII. Non-Custodial Borrow Integration.** The DAO's integration with third-party liquidity or lending protocols shall operate solely as a non-custodial interface. The DAO shall not accept, transmit, or hold user funds, determine lending terms, or intermediate collateral transfers on behalf of any participant. Any integration fee received by the DAO shall be a fixed, protocol-level charge for smart-contract interoperability services, not a share of interest or other compensation tied to transaction value. The DAO disclaims all authority to negotiate, modify, or influence loan pricing or execution.

This Exhibit I shall be interpreted consistently with the Regulatory Safe Harbor Statement set forth in **Exhibit H**, which provides the Company's foundational legal rationale for non-custodial and exempt operations.