

<[DAO]/[MULTISIG]>¹ JOINT DEFENSE AGREEMENT

This <[DAO]/[Multisig]> Joint Defense Agreement (this “**Agreement**”) is being entered into as of [<DATE>] by and among the persons named [or otherwise identified] on Schedule 1 (the “**Parties**”). Certain capitalized terms used in this Agreement are defined on Exhibit A.

BACKGROUND

- A. The Parties are, will be or have been <[DAO]/[Multisig]> Participants.
- B. The Parties contemplate that some or all of the Parties could, in the future, be named as co-defendants or otherwise involved in a Legal Proceeding in connection with their past, current or future activities or status as past, current or future <[DAO]/[Multisig]> Participants.
- C. The Parties anticipate that, in bringing Legal Proceedings against an Adverse Party or defending against Legal Proceedings brought by an Adverse Party, the Parties would have a mutuality of interest, and the exchange of information among them would be necessary to effective legal representation.
- D. In the event of such a Legal Proceeding, the Parties wish to work together on issues of mutual interest without waiving any applicable rules of privilege or confidentiality.

AGREEMENT

1. Confidentiality and Applicability of Privileges.

It is the Parties’ intention and understanding that, except as required by applicable law or pursuant to an order from a court of competent jurisdiction, (a) the fact that particular communications have been made between or among the Parties; (b) the information communicated; (c) all or any part of any memoranda, documents or other materials containing or referring to such communications; and (d) the fact and existence of this Agreement, shall remain confidential and protected from disclosure to any third-party by each of the Parties’ attorney-client privilege, by the attorney work-product doctrine, by any other available privilege or protection, and by the “common interest doctrine” and/or “joint defense doctrine.” No sharing of information by and between the Parties under this Agreement shall be deemed to be a waiver of any otherwise applicable privilege or protection.

2. Agreement to Share Information.

To further their mutual interests, the Parties may share and exchange between and among themselves, as each counsel deems appropriate, communications and information (including client

¹ The form is designed to be used either by members of a DAO or members of a multisig smart contract (e.g., a Gnosis smart contract that manages funds on behalf of or in connection with a DAO or core development team). Multisig participants should strongly consider supplementing this joint defense agreement with the [LeXpunk Multisig Participation Agreement](#) or a similar agreement (which may establish certain legal rules and risk allocations associated with participation in the multisig, including conduct standards roughly approximating a ‘standard of care’ defined with reference to the underlying multisig purposes).

statements, interviews, witness statements, memoranda of law, factual summaries, transcripts and transcript digests, documents, legal strategies, legal research, drafts of pleadings, intelligence, materials prepared by consultants and/or experts and confidences) relating to Adverse Party's claims or potential claims, the Legal Proceeding, and/or the Parties' defenses (collectively "Joint Defense Materials") for the limited and restricted purpose of assisting counsel in protecting the rights and interests of their respective clients. Joint Defense Materials include only those materials shared with the other Party or Parties to this Agreement or their attorneys for this purpose. Nothing in this Agreement shall require any Party to disclose materials in that Party's files to any other Party to this Agreement, and any material not so disclosed shall not become Joint Defense Materials, but shall retain whatever privileges and protections that are available to that Party.

3. Agreement Not to Disclose to Third Parties.

The Parties agree to use reasonable efforts not to voluntarily reveal to any third-party any information received under this Agreement, except with the advance, written consent of the Party who provided such information and except as otherwise provided in this Agreement. A Party receiving information under this Agreement may communicate it pursuant to an order from a court of competent jurisdiction; however, each of the Parties agrees that if it receives any summons, subpoena or similar process, or request to produce Joint Defense Materials, it will immediately notify the other Parties in writing not less than five business days' notice before production, to permit the other Parties to take appropriate action to resist disclosure. Notwithstanding the preceding sentence, if five business days' notice cannot be provided, the Party upon which the demand or request is made shall give the best notice practicable to the other Parties.

4. Prior Exchange of Joint Defense Materials.

The Parties agree that any disclosure or exchange of Joint Defense Materials made prior to the effective date of this Agreement shall be subject to all the terms and conditions of the Agreement.

5. Right to Terminate Participation.

Any Party has the right to terminate its participation in the Agreement at any time. Termination shall be effective upon tendering written notice to the other Parties. Termination of a Party's participation under this Agreement shall not operate as a waiver or authorize a violation of this Agreement by disclosure of information and/or Joint Defense Materials obtained while a party to this Agreement. A terminating Party remains bound to maintain the confidentiality of information received under this Agreement notwithstanding its termination of participation in the Agreement.

6. Procedure for Adding Additional Parties.

<OPTION 1 - AGREEMENT IS PUBLIC + AUTOMATIC ROLLING ADMISSION OF ALL NEW PARTICIPANTS

Each new <[DAO]/[Multisig]> Participant shall be provided with a copy of this Agreement and automatically and without further action of the other Parties be deemed a Party to this Agreement. Without limiting the foregoing, the existing Parties shall use reasonable efforts to obtain from each such new <[DAO]/[Multisig]> Participant their signature to this

Agreement and to amend Schedule 1 to reflect the admission of such <[DAO]/[Multisig]> Participant as a Party to this Agreement.

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<OPTION 2 - NEW <[DAO]/[Multisig]> PARTICIPANTS ARE ELIGIBLE TO BE ADDED AS PARTIES TO THIS AGREEMENT BUT DOING SO REQUIRES CONSENT OF ALL OR A MAJORITY OF CURRENT PARTIES:

Any <[DAO]/[Multisig]> Participant may be added as an additional Party to this agreement with the prior written consent of <[all]/[a majority]> of the then-current Parties.

<OPTION 2A (USABLE IF AGREEMENT IS PUBLIC, FOR MULTISIGS AND DAOs WITH PERMISSIONED ENTRY, IF IT IS DESIRED THAT ALL PARTICIPANTS BE PARTY TO THIS AGREEMENT AND TO AVOID OFF-CHAIN SIGNATURE FORMALITIES):

Admission of a <[DAO]/[Multisig]> Participant to the <[DAO]/[Multisig]> in accordance with the <[DAO]/[Multisig]>'s normal on-chain governance procedures shall automatically be deemed to constitute written consent of <[all]/[a majority]> of the then-current Parties to the addition of such <[DAO]/[Multisig]> Participant as a Party to this Agreement. Without limiting the foregoing, the existing Parties shall use reasonable efforts to obtain from each such new <[DAO]/[Multisig]> Participant their signature to this Agreement and to amend Schedule 1 to reflect the admission of such <[DAO]/[Multisig]> Participant as a Party to this Agreement.

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<OPTION 2B (MORE TRADITIONAL PROCESS OF ADDING PARTIES TO THE AGREEMENT—WORKS WELL IF WISHING TO KEEP AGREEMENT PRIVATE OR HAVE PARTIES TO THIS AGREEMENT BE A SUBSET OF FULL DAO OR MULTISIG):

Written consent must be obtained in the form of a written or electronic signature to a joinder agreement in the form of Exhibit B from each of the requisite consenting Parties.

Prior to being offered to enter into, or receiving a copy of, this Agreement, each <[DAO]/[Multisig]> Participant must execute and deliver a non-disclosure agreement in substantially the form of Exhibit C.

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If the [<[DAO]/[Multisig]>] constitutes a legal entity or other legal person, and binding the [<[DAO]/[Multisig]>] to the terms of this Agreement is necessary or desirable in furtherance of the purposes of this Agreement, the Parties shall use reasonable efforts to cause the [<[DAO]/[Multisig]>] to be added as a Party to, and bound by, this Agreement.

7. Notice to Sue.

The Parties covenant not to sue each other for any claim, damage, loss, cause of action or liability they now have, or which may arise in the future, between themselves arising out of or related to the facts or events on which the claims made in the Legal Proceeding are based, without first providing the other Parties notice before taking such action. Providing such notice shall operate to terminate the suing Party's participation in this Agreement pursuant to Section 5.

8. Potential Conflict Waived.

No Party shall assert that counsel for any other Party has a conflict of interest in the representation of their respective clients by reason of this Agreement or any Joint Defense Materials shared or obtained under the terms of this Agreement. The Parties acknowledge that they may become adverse at some point in the future. Should any Party choose to advance any type of claim against another Party, no Party shall have the benefit of relying upon (or to any adverse inference arising from) statements or communications made pursuant to this Agreement or Joint Defense Materials exchanged pursuant to this Agreement. Such statements, or use of statements, pursuant to this Agreement, or Joint Defense Materials, shall not be construed as, or argued to be, admissions or statements against the interest of any Party.

9. Breach of Agreement; Remedies.

The Parties acknowledge that any breach of this Agreement may result in immediate and irreparable injury for which there is no adequate remedy at law and agree that specific performance and injunctive relief are appropriate remedies to compel performance of this Agreement.

10. No Waiver of Other Privileges and Rights.

Neither this Agreement nor the exchange of information or materials under its terms shall be deemed to be a waiver of any privilege or right of confidentiality as to any other information and materials.

11. No Limitation on Independently Created or Obtained Information.

Nothing in this Agreement shall be construed to limit the right of counsel for any Party hereto to disclose to third parties materials that have been created or obtained by such counsel independent of this Agreement, whether or not those materials were shared pursuant to the Agreement, unless materials were created, in whole or in part, from any information shared pursuant to this Agreement.

12. Miscellaneous.

- 12.1. [Governing Law] This Agreement shall be construed in accordance with, and will in all respects be governed by, the laws of _____, without reference to the internal choice of law rules thereof.]²

² Most modern contracts have a "choice-of-law" provision such as this one, in order to gain certainty about which jurisdiction's laws will be used to interpret, enforce and determine issues of enforceability of the contract. While such provisions are *de rigueur* in conventional commercial contracts, this agreement relates to legally novel circumstances surrounding DAOs and Multisigs. There is currently no jurisdiction in which these matters are especially legally clear, or in which abundant judicial precedent for interpreting contracts on these subjects has

12.2. Jurisdiction. To the extent necessary to enforce Section 12.3, any legal action or proceeding with respect to this Agreement may be brought in [_____]. By execution and delivery of this Agreement, each Party hereto hereby accepts for itself the jurisdiction of such courts. The Parties hereby waive any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, to the bringing of any such action or proceeding in such jurisdictions. Nothing contained in this Section 12.4 shall affect the right of any Party hereto to commence legal proceedings against any Party hereto in any other court of competent jurisdiction.]³

12.3. Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties are expressly voided.

12.4. Disputes.

12.4.1. Any dispute, controversy or claim among or involving the Parties arising out of or relating to this Agreement, its enforcement, or the breach thereof (a “*Dispute*”) shall be finally resolved by confidential, binding arbitration administered by JAMS under its Comprehensive Arbitration Rules & Procedures, or under such procedures as [[all]/[a majority]] of the Parties shall designate from time to time (the “*Rules*”); provided, however, that any Party to this Agreement may seek preliminary injunctive relief from any court of competent jurisdiction in order to prevent or restrain any breach or threatened breach of this Agreement, prevent irreparable harm to such Party or any other Party or otherwise preserve the status quo pending final resolution of the Dispute. A copy of the current JAMS rules can be obtained at the following website: <http://www.jamsadr.com/rules-comprehensive-arbitration>.

been built-up. Accordingly, due to these unique circumstances, it may be preferable to omit a choice-of-law provision so that there is flexibility to argue that one or more different jurisdictions’ laws applies.

On the other hand, the parties may reason that, despite its novelty, this agreement is most likely to be enforced and properly interpreted in a jurisdiction with strong freedom-of-contract principles and which otherwise has judicial precedents enforcing conventional joint defense agreements. This line of reasoning would suggest that including a choice-of-law provision is desirable.

If a choice-of-law provision is included, then the selected jurisdiction should be one that has a nexus to the parties—therefore, including a choice of law provision could also be viewed as an admission by the parties that the specified jurisdiction has regulatory authority over the DAO or Multisig or DAO or Multisig Participants. This could have the effect of waiving certain jurisdictional defenses against adverse parties.

Consult legal counsel in light of your particular circumstances.

³ A “choice-of-venue” provision such as this one is also standard in most modern commercial agreements, but in the context of DAOs and Multisigs may have downsides similar to those noted above for choice-of-law provisions. Consult legal counsel in light of your particular circumstances.

- 12.4.2. There shall be a single arbitrator, appointed in accordance with the Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 12.4.3. The arbitration will be conducted in such venue as may be mutually agreed by [[all]/[a majority]] of the Parties, or as may be designated by the [_____] if no such venue exists.
- 12.4.4. Confidentiality of any such arbitration, including all submissions to JAMS, the arbitrator and the arbitrator's award, shall be strictly maintained.
- 12.4.5. The Parties to a specific dispute may agree to depart from the Rules, solely for themselves as to such Dispute, by (i) adopting new or different rules to govern the arbitration or (ii) modifying or rejecting the application of certain of the Rules. To be effective, any departure from the Rules shall require the consent of the arbitrator and shall be in writing and signed by an authorized representative of each such Party.
- 12.4.6. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SUCH PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.
- 12.4.7. The Parties shall have at arbitration all rights, remedies and defenses available to them in a civil action for the issues in controversy, and the arbitrator shall have the authority to award all remedies, legal and equitable, available in a civil action for the claims presented by the Parties, including the authority to award reasonable legal costs and expenses to the prevailing Party. The rights and remedies of the Parties hereto shall be cumulative (and not alternative). The Parties agree that, in the event of any breach or threatened breach by a Holder of any covenant, obligation or other provision set forth in this Agreement: (a) Parties shall be entitled, without proof of actual damages and in addition to any other remedy that may be available to it, to: (i) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision; and (ii) an injunction restraining such breach or threatened breach; and (b) Parties shall not be required to provide any bond or other security in connection with any such decree, order or injunction or in connection with any related action or proceeding.
- 12.5. Notice. Any notice shall be given in writing by electronic mail or posting to the [<[DAO's]/[[applicable] Multisig['s][s' respective]]>] online coordination systems (including, but not limited to, Discord or Telegram) and addressed to a Party to be notified at the e-mail address or username set forth for such Party on Schedule 1 (as it may be updated by such Party from time to time by notice to the other Parties).
- 12.6. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any Party other than the Parties hereto or their respective successors and assigns any rights,

remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. This Agreement shall not be subject to abrogation by any assignee or other successor-in-interest to any Party, nor shall any assignee or other successor-in-interest waive any privilege or doctrine with regard to information shared by or among the Parties

- 12.7. Counterparts. This Agreement may be executed in any number of separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- 12.8. Amendment. Except as otherwise expressly provided in this Agreement, any term of this Agreement may be amended, supplemented, terminated or waived only with the written consent of [[all]/[a majority]] of Parties.
- 12.9. Severability. Any term or provision of this Agreement that is found invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties hereto agree that the court making such determination shall have the power to limit such term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the Parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term or provision.
- 12.10. Waiver; Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this

Agreement or by law or otherwise afforded to any Party, shall be cumulative and not alternative.

- 12.11. Parties in Interest. None of the provisions of this Agreement are intended to provide any rights or remedies to any employee, creditor or other person other than the Parties and their respective successors and assigns (if any).
- 12.12. Further Assurances. Each Party shall execute and cause to be delivered to the other Parties such instruments and other documents, and shall take such other actions, as Parties may reasonably request for the purpose of carrying out or evidencing any of the matters contemplated by this Agreement.
- 12.13. [No Partnership]. Nothing in this Agreement and no action taken by the Parties in connection with the matters contemplated by this Agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between or involving the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent or fiduciary of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party.]⁴
- 12.14. Rules of Construction.
- 12.14.1. *Gender; Etc.* For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.
- 12.14.2. *Ambiguities*. The Parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.
- 12.14.3. *No Limitation*. As used in this Agreement, the words “include,” “including,” “such as” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.”
- 12.14.4. *References*. Except as otherwise indicated, all references in this Agreement to “Sections,” “Schedules” and “Exhibits” are intended to refer to Sections of this Agreement and Schedules and Exhibits to this Agreement.

⁴ Including a “no partnership” provision is desirable from the standpoint of limiting agency risks / risks of joint and several liability among the parties, but may also be used by adverse parties as evidence that a DAO is not a partnership and therefore to help adverse parties argue that voting interests in the DAO are more likely to be securities. Consult legal counsel in light of your particular circumstances.

12.14.5. *Hereof.* The terms “hereof,” “herein,” “hereunder,” “hereby” and “herewith” and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

12.14.6. *Captions.* The captions contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

The Parties have executed this Joint Defense Agreement as of the date first written above.

[Signature block for entities:

<ENTITY NAME>

Signature: _____

Name: _____

Title: _____

]

[Signature block for individuals:

<INDIVIDUAL NAME>

Signature: _____

]

SCHEDULE 1

THE PARTIES

- Name / Email Address / Mailing Address
- The person or persons having exclusive control, as of the date of this Agreement, of the [Telegram account] with username @[____] [and phone number []]. [*discuss/analyze pseudonymity*]

EXHIBIT A

Certain Defined Terms

<OPTION 1–FOR DAOS:

“**DAO**” or “**Decentralized Autonomous Organization**” means any entity or group or set or association of persons, whether or not incorporated, unincorporated, associated, unassociated, affiliated or unaffiliated, that, in whole or in part, <[governs the Protocol, any parameters for a deployed instance of the Protocol, or any funding, personnel or resources dedicated or reserved primarily for maintenance, development, marketing, operating or improvement of the Protocol or such an instance of the Protocol]⁵/[utilizes the [●] token for coordination and tracking of certain governance and organizational decisions]⁶>

“**DAO Participants**” means all persons utilizing, relying on, securing or developing the Protocol, including, without limitation: (a) holders, users and exchangers of [TOKEN]; (b) [DESCRIBE MINING-TYPE ROLE, IF APPLICABLE]; (c) [DESCRIBE END-USER-TYPE ROLE, IF APPLICABLE]; (d) [DESCRIBE BOT OPERATOR/KEEPER TYPE ROLE, IF APPLICABLE]; (e) all persons who research, develop or deploy the Protocol; (f) all persons utilizing, relying on, securing or developing other protocols or software systems that are necessary or desirable for the security or intended functioning of the Protocol; or (g) are otherwise recognized as participating in the DAO’s activities by the DAO’s community and in a manner consistent with the DAO’s customary governance procedures.]

“**Protocol**” means the [] software protocol [currently maintained at <LINK TO REPO>]

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<OPTION 2 - FOR MULTISIGS

“**Multisig[s]**” means the multisignature-based smart contract[s] deployed to the following address[es] on [<NAME OF BLOCKCHAIN–E.G. “the Ethereum mainnet”>]:

⁵ The bracketed language covers a protocol governance DAO. Other descriptions may be needed for different types of DAOs (e.g., a venture DAO, a guild DAO, etc.).

⁶ The bracketed language covers any DAO that uses a single set of transferable, fungible, named tokens (e.g., ERC20-compatible tokens with a name & symbol) as its sole voting token for all material decisions. Other descriptions may be needed for different types of DAOs (e.g., a venture DAO, a guild DAO, etc.) or DAOs that do not make all their decisions through voting of a single type of named fungible governance token.

<ADDRESS[ES]>

“Multisig Participant” means each person legitimately holding a private key with partial signature authority over [any of] the Multisig[s].

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“Legal Proceeding” means any threatened, pending, ongoing or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, including any appeal or action for enforcement (each of the foregoing, a **“Proceeding”**) that satisfies all of the following conditions:

(a) <[the DAO]/[[any of] the Multisig[s]]> or one or more of the Parties was, is or could reasonably be expected to become involved in such Proceeding as: (i) a witness, plaintiff, co-plaintiff, defendant, or co-defendant or (ii) a person potentially entitled to or potentially liable or responsible for any judgment, injunction, order, conviction, penalty, damages or other legal remedy (whether directly or indirectly, jointly or severally, primarily or secondarily);

(b) such Proceeding was, is or could reasonably be expected to be related to or arising in connection with <[the DAO]/[[any of] the Multisig[s]]>; and

(c) with respect to such Proceeding, any one or more of the Parties shares with <[the DAO]/[[any of] the Multisig[s]]>, or any two or more of the Parties shares with each other, partially or wholly, any one or more common interests, defenses, claims, causes of action, rights, obligations or liabilities,

in each case, regardless of by or on behalf of whom, or against whom, such Proceeding is initiated, prosecuted, funded or maintained (including any persons, entities, associations, regulatory agencies, or plaintiffs) (each such person, an **“Adverse Party”**) and regardless of whether such Proceeding is formal, informal, official, unofficial, preliminary, final, civil, criminal, administrative or investigative in nature.

EXHIBIT B

FORM OF JOINDER AGREEMENT

JOINDER TO THE <[DAO]/[MULTISIG]> JOINT DEFENSE AGREEMENT

This **JOINDER** (this “*Joinder*”) to that certain <[DAO]/[Multisig]> Joint Defense Agreement relating to the [<DESCRIBE THE RELEVANT DAO OR MULTISIG–E.G., “the Curve Finance DAO”>], a copy of which has been provided to the undersigned (the “*Agreement*”), is being made and entered into by the undersigned (the “*New Party*”). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

WHEREAS, the New Party is, was or is intending to become a <[DAO]/[Multisig]> Participant; and

WHEREAS, the New Party wishes to enter into the Agreement in order to receive the benefits thereunder, including the benefits of sharing in legal privilege with the other <[DAO]/[Multisig]> Participants.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the New Party, intending to be legally bound, hereby agrees as follows:

1. Agreement to be Bound. The New Party acknowledges that he, she or it has received and reviewed a complete copy of the Agreement. The New Party agrees that upon execution and delivery of this Joinder, the New Party shall become a party to the Agreement as a <[DAO]/[Multisig]> Participant, and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto.

2. Miscellaneous. Section 12 of the Agreement is incorporated herein by reference and shall apply to the terms and provisions of this Joinder, *mutatis mutandis*.

The New Party has caused this Joinder to be executed and delivered as of the date indicated below.

Signature: _____

Name: _____

Date: _____

EXHIBIT C

FORM OF NON-DISCLOSURE AGREEMENT

Standard Nondisclosure Agreement

I propose that we sign a standard nondisclosure agreement on the following terms, which I certify are exactly the same as **The Waypoint NDA Version 3.0.0** published at waypointnda.com.

Signature: _____

Name: _____

Date: _____

E-Mail: _____

NDA Purpose: review, discussion and/or negotiation of a DAO/Multisig joint defense agreement

The Waypoint NDA

Version 3.0.0

1. **Mutual Nondisclosure.** “**Disclosing Party**” describes each party with respect to Confidential Information it discloses to the other party. “**Receiving Party**” describes each party with respect to Confidential Information it receives from the other party.
2. **Purpose.** The parties anticipate disclosure of Confidential Information for the stated purpose (the “**Purpose**”).
3. **Confidential Information.**
 - (a) **Categories of Confidential Information.** Subject to *Section 3(b)* (Exclusions from Confidential Information), “**Confidential Information**” means:
 - (i) information disclosed by Disclosing Party during the term of this agreement that is related to the business of Disclosing Party;
 - (ii) the fact that the parties are pursuing the Purpose;
 - (iii) the terms of this agreement;
 - (iv) the fact that the parties have entered into this agreement; and
 - (v) other information derived from these kinds of information.
 - (b) **Exclusions from Confidential Information.**
 - (i) **Public Information.** Information that is now public is not Confidential Information. Confidential Information that becomes public, other than as a result of breach of this agreement, ceases to be Confidential Information.
 - (ii) **Otherwise Acquired Information.** Information that Receiving Party receives other than from Disclosing Party is not Confidential Information, unless the disclosure breached a confidentiality obligation to Disclosing Party that Disclosing Party made known to Receiving Party.
 - (iii) **Independently Developed Information.** Information Receiving Party develops independently is not, or ceases to be, Confidential Information of Disclosing Party. Receiving Party shall bear the burden of proving independent development using contemporaneous documentary evidence.
4. **Confidentiality Obligations.**
 - (a) **Nondisclosure.** Except as described in *Section 4(b)* (Permitted Disclosure) or as required by law, Receiving Party shall not disclose Confidential Information to anyone.

(b) **Permitted Disclosure.** Receiving Party may disclose Confidential Information to the following personnel:

(i) if Receiving Party is a legal entity, employees, independent contractors, officers, directors, and agents of Receiving Party (“**Personnel**”) who:

(A) have a need to know the Confidential Information to advance the Purpose; and

(B) have entered written confidentiality agreements with Receiving Party that impose confidentiality obligations affording as much or more protection as those of this agreement that apply to the Confidential Information; and

(ii) legal and financial advisers providing services to Receiving Party under confidentiality obligations imposed by law or professional rules (“**Advisers**”).

(c) **Limited Use.** Receiving Party shall use Confidential Information only to advance the Purpose.

(d) **Security Measures.** Receiving Party shall take measures to secure materials embodying Confidential Information at least as protective as those Receiving Party employs to secure its own Confidential Information, but in any event no less than reasonable measures.

(e) **Preserve Proprietary Notices.** Receiving Party shall not remove any proprietary notices attached to materials embodying Confidential Information.

(f) **No Illegal Dealing in Securities.** Receiving Party shall not break securities laws by purchasing, selling, or otherwise dealing in securities of Disclosing Party on the basis of Confidential Information that is material, nonpublic information. Receiving Party shall instruct anyone to whom it discloses Confidential Information that may be material, nonpublic information not to break securities laws by dealing in securities of Disclosing Party.

(g) **No Reverse Engineering.** Receiving Party shall not reverse engineer any material embodying Confidential Information.

(h) **Mitigate Legally Required Disclosure.** The following obligations apply when the law requires disclosure of Confidential Information and when Receiving Party reasonably expects that the law may require disclosure of Confidential Information:

(i) **Give Notice of Required Disclosure.** If legally permitted, Receiving Party shall promptly notify Disclosing Party of the nature of the requirement and the Confidential Information affected. If practical, Receiving Party shall give notice quickly enough to afford Disclosing Party a practical chance to start a proceeding to protect the confidentiality of the Confidential Information. On

Disclosing Party request, Receiving Party shall cooperate with Disclosing Party in any such proceeding by providing reasonable assistance.

(ii) **Reimburse Expenses of Cooperation.** Disclosing Party shall reimburse Receiving Party's reasonable out-of-pocket expenses of cooperating in any proceeding described in *Section 4(h)(i)* (Give Notice of Required Disclosure).

(i) **Give Notice of Leaks.** Receiving Party shall give Disclosing Party notice when Receiving Party becomes aware, suspects, or anticipates that Confidential Information has been or will be disclosed or used in breach of this agreement.

(j) **Return and Destruction.** Subject to *Section 4(k)* (Records Policy), when this agreement terminates, Receiving Party shall promptly:

(i) return all materials embodying Confidential Information that Disclosing Party provided with request to return; and

(ii) destroy all parts of other materials that embody Confidential Information.

(k) **Records Policy.** When this agreement terminates, if Receiving Party has a written records retention policy for the creation and scheduled destruction of archival or backup records, and only specialized Personnel can routinely access those records, then Receiving Party may retain materials embodying Confidential Information until destroyed under that policy.

(l) **Comply with Export Controls.** Both parties shall comply with export and reexport laws with respect to Confidential Information.

(m) **Compliance and Oversight.**

(i) Receiving Party shall ensure that its Advisers abide by the confidentiality obligations of Receiving Party under this agreement.

(ii) If Receiving Party is a legal entity, Receiving Party shall also ensure that its Personnel abide by the confidentiality obligations of Receiving Party under this agreement.

(iii) If Receiving Party is a legal entity, Receiving Party shall provide Disclosing Party copies of confidentiality agreements with Personnel who receive Confidential Information on Disclosing Party request.

(iv) Breach of Receiving Party obligations by Receiving Party Personnel or Receiving Party Advisers will be deemed breach of this agreement by Receiving Party itself.

5. **Clarifications.**

- (a) **No Obligation to Disclose.** No terms of this agreement obligate Disclosing Party to disclose any Confidential Information.
- (b) **No Obligation to Do Business.** No terms of this agreement obligate either party to enter any business relationship or agreement, related to the Purpose or otherwise.
- (c) **No License.** No terms of this agreement grant any license for any patent, trademark, copyright, or other intellectual property.
- (d) **No Warranty.** Disclosing Party makes no warranty that Confidential Information will be complete or accurate.

6. **Defend Trade Secrets Act Notice.** If this agreement is governed by United States law:

- (a) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that:
 - (i) is made:
 - (A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and
 - (B) solely for the purpose of reporting or investigating a suspected violation of law; or
 - (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
- (b) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual:
 - (i) files any document containing the trade secret under seal; and
 - (ii) does not disclose the trade secret, except pursuant to court order.

7. **Term.**

- (a) **Expiration.** This agreement will terminate automatically after the stated term, or if none is stated, after one year.
- (b) **Termination by Notice.** Either party may terminate this agreement early by thirty calendar days' prior written notice to the other party.
- (c) **Survival.** Obligations under *Section 4* (Confidentiality Obligations) for Confidential Information disclosed during the term survive the term of this agreement as follows:

(i) Obligations for Confidential Information that Receiving Party knew or reasonably should have known constituted a trade secret survive as long as the Confidential Information remains a trade secret.

(ii) Obligations for other Confidential Information survive for five calendar years from the date of termination.

8. **General Contract Terms.**

(a) **No Assignment or Delegation.** Neither party may assign any right or delegate any obligation under this agreement, voluntarily or by operation of law, without the prior, signed, written consent of the other party. Any attempt to assign or delegate without consent will have no legal effect.

(b) **Dispute Resolution.** The stated governing law will govern all aspects of this agreement. The parties shall bring legal proceedings related to this agreement only in the national and any national-subdivision courts located in the stated forum for disputes, or if none is stated, within the jurisdiction whose law governs this agreement. The parties consent to the exclusive jurisdiction of those courts and waive any objection that legal proceedings brought there are brought in an inconvenient forum. The parties may enforce judgments of those courts in any appropriate forum.

(c) **Legal Relationship.** The parties to this agreement remain independent contractors. This agreement does not create any partnership, joint venture, agency, or similar relationship between the parties.

(d) **Written Amendments and Waivers.** The parties will amend this agreement only by cosigned, written agreement. The parties will waive parts of this agreement, if at all, only by written waiver describing the specific terms waived and in what particular instance, signed by the party waiving.

(e) **Notices.** The parties shall send every notice, demand, consent, request, or other communication required or allowed by this agreement:

(i) by e-mail to the address the other party provided with their signature; or

(ii) by overnight courier, with signature required for delivery, to the address the other party provided with their signature.

(f) **Change of Address.** Either party may change its e-mail or postal address for later communications by giving notice of a new address.

(g) **Severability.** If a court decides that any part of this agreement is invalid or unenforceable for any reason but enforcing the rest of the agreement would serve the purpose of protecting Confidential Information to advance the Purpose, then the rest of this agreement will remain in force.

(h) **No Third-Party Enforcement.** Only the parties may enforce rights under this agreement.

(i) **Entire Agreement.** The parties intend the terms of this agreement as the final, complete, and only expression of their agreement about protection of Confidential Information exchanged to advance the Purpose.

(j) **Signature.** A written or electronically signed copy of this agreement delivered by e-mail or other electronic means has the same legal effect as delivering a printed and signed original.

[Signature pages follow.]

The parties agree to this nondisclosure agreement on the dates by their signatures.

First Party

Legal Name:

[Write the legal name of the party proposing the agreement, like “Super Software, Inc.” or “John A. Smith”.]

Legal Type:

[Write the company’s jurisdiction and legal form, like “Delaware corporation” or “New York resident” for an individual.]

Signature:

Name:

Title:

[Leave blank if the party is an individual.]

Date:

E-Mail:

The parties agree to this nondisclosure agreement on the dates by their signatures.

Second Party

Legal Name:

[Write the legal name of the party receiving the agreement proposal, like “Quick Welding LLC” or “Jane B. Doe”.]

Legal Type:

[Write the company’s jurisdiction and legal form, like “Delaware corporation” or “Texas resident” for an individual.]

Signature:

Name:

Title:

[Leave blank if the party is an individual.]

Date:

E-Mail:
