**MEMBER AGREEMENT**

**of**

**NEXUS MUTUAL,**

**A Decentralized Autonomous Organization**

**Dated as of February 24, 2022**

# MEMBER AGREEMENT

## OF

## NEXUS MUTUAL

## A Decentralized Autonomous Organization

This Member Agreement (this "**Agreement**") is the official legal Agreement of Nexus Mutual, a decentralized autonomous organization (the "**DAO**"), made and entered into effective as of February 24, 2022 (the "**Effective Date**") by and among its members (each a "**DAO Member**").

## RECITALS:

**WHEREAS**, this Agreement will not be filed with any governing or regulatory body in any legal or administrative jurisdiction for purposes of forming a legal entity;

**WHEREAS**, this Agreement does not contemplate any legal entity, form or limited liability vehicle;

**WHEREAS**, DAO Members do not have the agency or ability to bind other DAO Members or third parties beyond the scope of this Agreement;

**WHEREAS**, prior to the Effective Date, certain DAO Members may have been associated as members of Nexus Mutual Limited, a private company limited by guarantee in the United Kingdom, where members engaged cooperatively in mutual trading in order to conduct trade for their mutual benefit and were party to legally enforceable Articles and Rules;

**WHEREAS**, the DAO Members now mutually desire to associate under this agreement as a stateless DAO without ultimate legal personality; and

**WHEREAS**, this Agreement shall be the binding operating agreement of the DAO Members and shall define the rights and obligations of the Members with respect to each other and with respect to their participation in the DAO.

## AGREEMENT:

**NOW, THEREFORE**, the DAO Members hereby agree as follows:

## ARTICLE 1
## NATURE OF DAO AGREEMENT

**1.1** **Legal Effect.** This Member Agreement is intended to be a legal agreement and contract binding upon all DAO Members and the other DAO Participants, enforceable in accordance with its terms under the laws of the British Virgin Islands. Certain capitalized terms used in this Agreement are defined in Section 6.

1

**1.2** **Binding Effect.** If you have received any DAO Membership Token or are otherwise a DAO Member, you consent to and agree to become legally bound by this Agreement as both a DAO Participant and more specifically a "***DAO Member***".

## ARTICLE 2
## NAME, PURPOSES AND STRUCTURE OF THE DAO

**2.1** **Name.** The name of the DAO is Nexus Mutual.

**2.2** **Decentralized Autonomous Organization.** The DAO is a "decentralized autonomous organization"—i.e., an unincorporated association of individuals, entities, associations and/or other persons or groups of persons.

**2.3** **Activities and Purpose.** The activities and purposes (the "***Purposes***") to be conducted or promoted by the DAO are:

(a) to establish a mutual fund for the payment of claims relating to certain liabilities, losses or expenses incurred by DAO Members on a discretionary basis;

(b) to promote, encourage and facilitate membership of the DAO for persons who support the DAO's vision of providing a decentralized alternative to the traditional insurance industry for the purpose of its DAO Members' risk management.

(c) any other purpose that either directly or indirectly supports (a) or (b).

**2.4** **Legal Personality.** The DAO is not intended to, and shall not be deemed to, be a legal person or have a legal personality separate from the DAO Members. Without limiting the generality of the foregoing, the DAO is not intended to be, and shall not be deemed to be, a partnership.

**2.5** **Transactions and Transfers.** The DAO Members shall utilize the Designated Smart Contract (a smart contract deployed to the Designated Blockchain at the Designated Blockchain Address) as the exclusive method of holding, allocating among the DAO Members, and spending or otherwise distributing any Tokens that are DAO Property, of minting and issuing DAO Membership Tokens and holding and recording votes of the DAO Members. The DAO may also utilize the Designated Smart Contract to administer and facilitate certain other arrangements and transactions involving the DAO and the DAO Members.

## ARTICLE 3
## DAO MEMBERSHIP

**3.1** **Membership**. A person shall be deemed to be a DAO Member if and only if an instance of the Membership Record has been created with respect to such person in the Designated Smart Contract. Each Membership Record shall record the public key with respect to which the DAO Member may exercise their rights, if any, as a DAO Member through the Designated Smart Contract and the number of DAO Membership Tokens issued to and held by such DAO Member, and may also record any other relevant information regarding a DAO Member, as determined by the available key-value pairings within the Membership struct of the Designated Smart Contract.

A Membership Record does not necessitate the assignment of DAO Member Tokens to a DAO Member, where a DAO Member is not required to hold DAO Membership Tokens to be deemed a DAO Member.

**3.2** **Tokens.** Membership rights in the DAO shall be represented by Tokens (the "***DAO Membership Tokens***") minted and issued through the Designated Smart Contract. The number of votes each member has for the purposes of voting matters is one vote plus the number of votes equal to the number of DAO Membership Tokens the DAO Member holds at the time of voting.

**3.3** **DAO Membership Rights.** DAO Members shall have the rights, powers and privileges that are possible to be taken or exercised by DAO Members through the Designated Smart Contract as further set forth in Section 4. The rights, powers and privileges of DAO Members are referred to herein as the "***DAO Membership Rights***".

**3.4** **Agency.** Status as a DAO Member does not (and shall not be deemed to) create, and the DAO Membership Rights do not (and shall not be deemed to) include, any authority, right or power on the part of a DAO Member to act as the agent, representative or attorney of or otherwise act on behalf of the DAO or any other DAO Member, to bind the DAO or any other DAO Member to any Contract or Liability or to Convey any DAO Property or any asset, right or property owned or held by or on behalf of the DAO or any DAO Member. Without limiting the generality of the foregoing, no DAO Member shall be deemed the partner of the DAO or any other DAO Member. No DAO Member shall state, purport, imply, hold out or represent to any person that such DAO Member or any other DAO Member has any such authority, right or power.

**3.5** **Liability.** To the maximum extent permitted by applicable law, no DAO Member shall be (or shall be deemed to be) Liable for any Liability of the DAO or any other DAO Member. This clause "3.5" shall not (and shall not be deemed to) create or imply any obligation of the DAO or any DAO Member to indemnify or compensate any DAO Member from, or hold any DAO Member harmless against, any Liabilities incurred by such DAO Member under any applicable law, in connection with the DAO Member's participation in the DAO or otherwise.

## ARTICLE 4
## BINDING EFFECT OF THE DESIGNATED SMART CONTRACT

**4.1** **General Binding Effect.**

(a) **Smart Contract Deference.** Except as set forth in Section 4.1(b):

**I)** the results of operation of the Designated Smart Contract shall be determinative of the rights and obligations of, and shall be final, binding upon and non-appealable by, each of the DAO Members with respect to the DAO, the Purposes, the DAO Property and the Distributed DAO Property (the "***DAO Matters***");

**II)** each DAO Member has the unconditional right to take any action or exercise any right, power or privilege that is possible to be taken or exercised by a DAO Member with a DAO Membership Token or by interacting with the Designated Smart Contract, including transferring a DAO Membership Token (to the extent the Designated Smart Contract permits such

transfers), calling any function of the Designated Smart Contract, Conveying any Token to the Designated Smart Contract or receiving any Token from the Designated Smart Contract;

**III)** no DAO Member has any duties or responsibilities to make any particular use of the DAO Membership Token or interact with the Designated Smart Contract at all or in any particular way; provided, however, that this clause "(C)" does not and shall not be deemed to limit any other provision of this Agreement, including the requirement set forth in the preceding clause "(I)" that a DAO Member shall be bound by the results of operations of the Designated Smart Contract;

(b)     **Smart Contract Preempts Contrary Legal Contracts.**  Except as set forth in Section 4.1(a), if in connection with any DAO Matters there is any conflict or inconsistency between: (A)(1) this Agreement or (2) any other Contract between or among any DAO Members; and (B) any Contract created or implied by, or embodied in, the machine, assembly or other code, or the results of operation, of the Designated Smart Contract, then the Contract referred to in the preceding clause "(B)" shall prevail over the Contract referred to in the preceding clause "(A)."

(c)     **Prohibition of Legal Proceedings & Transfers.**  Notwithstanding the winding up procedures and exceptions stated in Section 7.4, no DAO Member shall, without the prior unanimous consent of a quorum of at least 50% of other DAO Members as recorded by Membership Records on the Designated Blockchain and Designated Blockchain Network, directly or indirectly take or attempt to take any of the following actions:

**I)**     except as set forth in Section 4.1(b) or to the extent necessary to enforce the express provisions of this Agreement, commence or continue any Legal Proceeding, assert any Claim or enforce any judgment or other Legal Order, in each case, that (1) is against or involves any other DAO Member(s), (2) relates to this Agreement or the matters contemplated by this Agreement, the Designated Smart Contract, the DAO Property or any of the other DAO Matters, including, for the avoidance of doubt, any Legal Proceeding or Legal Order in rem pertaining to the DAO Property or any Legal Proceeding or Claim challenging the enforceability of any provision of this Agreement;

**II)**     convey any of the DAO Property other than such DAO Member's Distributed DAO Property (it being understood that for a DAO Member to "Convey" any of the DAO Property means for such DAO Member to, or to enter into any Contract that may obligate such DAO Member, any other DAO Member or the DAO to: (1) create, perfect or enforce any Lien on, (2) pledge, hypothecate, grant an option or derivative security, swap or other instrument with respect to or (3) convey, sell, transfer or dispose of such DAO Property or any right or interest of the DAO or any DAO Member to or in such DAO Property); or

**III)**     cause, assist, encourage or facilitate a Material Adverse Exception Event.

**4.2     *Exception Handling.***  Notwithstanding anything to the contrary set forth in Section 4.1(a), if there is a Material Adverse Exception Event, then the rules and procedures set forth in this clause "(4.2)" shall determine the rights and obligations of the DAO Members relating to the DAO Property.

4

(a)     **Exception Notice.**  If any DAO Member becomes aware that there is a Material Adverse Exception Event, such DAO Member (the "***Sending Member***") shall deliver to the other DAO Members (the "***Receiving Members***") a notice (an "***Exception Notice***"):

I)     certifying that the Sending Member believes in good faith that there is a Material Adverse Exception Event;

II)     describing in reasonable detail the events, facts, circumstances and reasons forming the basis of such belief;

III)     if and only if desired, describing in reasonable detail a proposal by such DAO Member of the actions to be taken, the agreements to be entered into, and the remedies to be sought by the DAO Members in response to the Material Adverse Exception Event;

IV)     including copies of any written evidence or other material written information, and summaries of any other evidence, relevant to, and material for the consideration of, the Material Adverse Exception Event and the other matters referred to in the Exception Notice; and

V)     containing a representation by the Sending Member, made to and for the benefit of the Receiving Members with the understanding that the Receiving Members will rely thereon, that, to the Sending Member's knowledge, the certification and statements made pursuant to the preceding clauses "(I)" and "(II)" are accurate as of the date of the Exception Notice, and, considered collectively, do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances in which they were made, not misleading.

VI)     by posting messages on all major public communications channels the DAO Members use as the primary means to coordinate their actions at any given time.

(b)     **Exception Standstill.**  During the period starting on the date of delivery of an Exception Notice and ending with the DAO Members entering into an Exception Handling Addendum or receiving a final decision of an arbitrator in accordance with Section 4.2(c)(III) (the "***Standstill Period***"), each DAO Member shall: (A) treat all of the Distributed DAO Property of such DAO Member that may have been Transferred to such DAO Member as a result of the Material Adverse Exception Event as if it were DAO Property (and not Distributed DAO Property), including by disregarding the parenthetical exceptions for Distributed DAO Property in Section 4.1(c)(II); and (B) deposit and maintain such Distributed DAO Property in a segregated Account Address to be treated, to the extent permitted by applicable law, as a custodial trust held for the benefit of the DAO Members.

(c)     **Determination of Exception Handling.**

I)     The term "***Exception Handling Addendum***" refers to an addendum to this Agreement setting forth the DAO Members' agreement on the existence or non-existence of a Material Adverse Exception Event and the actions to be taken, the agreements to be

5

entered into, and the remedies to be sought in response thereto.  Each Exception Handling Addendum shall automatically and without further action of the DAO Members be deemed incorporated into and to form a part of this Agreement.

**II)**     During the continuous 10-day period beginning on the date of delivery of the Exception Notice (the "***Negotiation Period***"), the DAO Members shall use commercially reasonable efforts to negotiate in good faith to agree upon the existence or non-existence of a Material Adverse Exception Event and, if so agreed, the actions to be taken, the agreements to be entered into and the remedies to be sought by the DAO Members in response to the Material Adverse Exception Event.  If the DAO Members agree upon such matters during the Negotiation Period, the DAO Members shall promptly enter into an Exception Handling Addendum reflecting the same.

**III)**     If the DAO Members fail to reach an agreement resulting in an Exception Handling Addendum during the Negotiation Period, then any DAO Member may initiate an arbitration action to resolve the issues in accordance with the procedures set forth at https://iccwbo.org/dispute-resolution-services/arbitration/rules-of-arbitration/ (the "***Arbitration Procedures***").  The decision resulting from the Arbitration Procedures shall include, among any other determinations, a determination of the treatment of any Distributed DAO Property and whether to extend, modify or terminate the covenants applying to the Distributed DAO Property during the Standstill Period.  The decision resulting from the Arbitration Procedures shall be non-appealable, binding and conclusive upon the DAO Members.  Judgment upon such decision may be entered in any court of competent jurisdiction.

## ARTICLE 5
## REPRESENTATIONS AND WARRANTIES

**5.1**     **DAO Member Representations and Warranties**.  Each DAO Member (as the "***Representing DAO Member***") hereby represents and warrants, to and for the benefit of each other DAO Member, as of all dates that such Person remains a DAO Member, as follows:

(a)     **Authorization and Enforceability.**  The Representing DAO Member has all necessary power, authority and capacity to enter into, agree to the terms and conditions of, become bound by this Agreement.  This Agreement has been duly entered into by the Representing DAO Member and constitutes a legal, valid and binding obligation of the Representing DAO Member, enforceable against the Representing DAO Member in accordance with its terms, subject only to the effect, if any, of (i) applicable bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally, and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.  If the Representing DAO Member is an entity, then the Representing DAO Member is duly formed, organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed.

(b)     **No Conflicts or Required Unobtained Consents.**  The execution and delivery of this Agreement by the Representing DAO Member do not, and the performance of its obligations under this Agreement by the Representing DAO Member will not: (i) conflict with or violate any applicable law or Legal Order applicable to the Representing DAO Member or by which the Representing DAO Member or any of the Representing DAO Member's assets is bound;

6

or (ii) result in or constitute (with or without notice, lapse of time or both) any breach of or default under, or give to any other Person (with or without notice, lapse of time or both) any right of termination, amendment, acceleration or cancellation of, or result (with or without notice, lapse of time or both) in the creation of any Lien on any of the DAO Property (or any right, entitlement or interest of the Representing DAO Member therein) pursuant to any Contract to which the Representing DAO Member is a DAO Member or by which the Representing DAO Member or any of the Representing DAO Member's assets is bound. The execution and delivery of this Agreement by the Representing DAO Member do not, and the performance of this Agreement by the Representing DAO Member will not, require any consent, permit or exemption from any governmental authority.

(c) **Title.** The Representing DAO Member exclusively owns, controls and has good and valid title (free and clear of any Liens) to any Tokens deposited by or on behalf of the Representing DAO Member into the Designated Smart Contract and exclusively owns, controls and has good and valid title (free and clear of any Liens) to the private key corresponding to the public key designated in the Representing DAO Member's member struct in the Designated Smart Contract. Without limiting the generality of the foregoing, the Representing DAO Member has not directly or indirectly Conveyed any of the DAO Property.

(d) **Reliance on Own Due Diligence; Informed Consent.**

**I)** The Representing DAO Member has received and carefully reviewed a copy of this Agreement and all source code for the Designated Smart Contract sufficiently in advance of becoming a DAO Member to make an informed decision regarding becoming a DAO Member. The Representing DAO Member has been given a full and fair opportunity to: (A) to ask questions of, and to receive answers from, the other DAO Members regarding the subject matter of this Agreement and the Designated Smart Contract and (B) to obtain any additional information that is necessary to evaluate this Agreement and the matters contemplated thereby. The Representing DAO Member is a Person who is, or in connection with this Agreement and the matters contemplated thereby has received the advice of Persons who are, knowledgeable, sophisticated and experienced in making, and qualified to make, evaluations and decisions with respect to the quality, security and intended and expected functionality of the Designated Smart Contract and the other matters contemplated by this Agreement.

**II)** Other than the representations and warranties of the other DAO Members expressly set forth in this Section 5, the Representing DAO Member has not relied on any statement, information, representation or warranty including oral statements, due diligence presentations, etc., or any omission of any statement, information, representation or warranty, made by or on behalf of any other DAO Member in determining to enter into or perform this Agreement or otherwise making any evaluation or determination of the Designated Smart Contract or any other matter contemplated by this Agreement. The Representing DAO Member understands that the other DAO Members have not made, and have not authorized any of their respective representatives to make, any representation, warranty or other statement intended to be relied upon or to give rise to any claim, obligation or liability based on the accuracy or completeness thereof, other than the representations and warranties of such DAO Member expressly set forth in this Section 5.

7

**ARTICLE 6**
**DEFINITIONS**

**6.1**    "**Accepted Client**" means any peer-to-peer software that verifies and relays blockchain transactions that is responsible for validating more than 10% of all verified blocks.

**6.2**    "**Account Address**" means a public key address on the Designated Blockchain Network that is uniquely associated with a single private key, and at which no smart contract has been deployed.

**6.3**    "**Claim**" means any past, present or future dispute, claim, controversy, demand, right, obligation, liability, action or cause of action of any kind or nature.

**6.4**    "**Confirmation**" of a transaction shall be deemed to have occurred if and only if such transaction has been recorded in accordance with the Consensus Rules in a valid block whose hashed header is referenced by at least six subsequent valid blocks on the Designated Blockchain.

**6.5**    "**Consensus Attack**" means an attack that: (i) is undertaken by or on behalf of a block producer who controls, or group of cooperating block producers who collectively control, a preponderance of the means of block production on the Designated Blockchain Network; and (ii) has the actual or intended effect of: (A) reversing any transaction made to or by the Designated Smart Contract after Confirmation of such transaction, including any "double spend" attack having or intended to have such effect; or (B) preventing inclusion in blocks or Confirmation of any transaction made to or by the Designated Smart Contract, including any "censorship attack," "transaction withholding attack" or "block withholding attack" having or intended to have such effect.

**6.6**    "**Consensus Rules**" means the rules for transaction validity, block validity and determination of the canonical blockchain that are embodied in the Accepted Client.

**6.7**    "**Contract**" means any: (i) written, oral, implied by course of performance or otherwise or other agreement, contract, understanding, arrangement, settlement, instrument, warranty, license, insurance policy, benefit plan or legally binding commitment or undertaking; or (ii) any representation, statement, promise, commitment, undertaking, right or obligation that may be enforceable, or become subject to an Legal Order directing performance thereof, based on equitable principles or doctrines such as estoppel, reliance, or quasi-contract.

**6.8**    "**DAO Property"** means any Token or other asset, right or property licensed to or on deposit with or owned, held, custodied, controlled or possessed by or on behalf of the DAO, including any Token on deposit with or held, controlled, possessed by or on deposit with the Designated Smart Contract.

**6.9**    "**Designated Blockchain**" means at any given time, the version of the digital blockchain ledger that at least a majority of nodes running an Accepted Client on the Designated Blockchain Network recognize as canonical as of such time in accordance with the Consensus Rules.  For the avoidance of doubt, the "Designated Blockchain" does not refer to Ethereum Classic or any digital blockchain ledger commonly known as a "testnet".

8

**6.10** "**Designated Blockchain Network**" means the Ethereum mainnet (networkID:1, chainID:1), as recognized by an Accepted Client. If Members mutually agree to deploy instances of the Designated Smart Contract on other blockchain networks then those networks will also be Designated Blockchain Networks.

**6.11** "**Designated Smart Contract**" means the smart contract deployed at address https://etherscan.io/address/0x01BFd82675DBCc7762C84019cA518e701C0cD07e on the Designated Blockchain. This includes any and all smart contracts subsidiary to or controlled by this master smart contract. If Members mutually agree to deploy instances of the Designated Smart Contract on other blockchain networks then those smart contracts will also be Designated Blockchain Smart Contracts.

**6.12** "**Distributed DAO Property**" means any asset, right or property that was once DAO Property and has been distributed to a DAO Member.

**6.13** "**Legal Order**" means any restraining order, preliminary or permanent injunction, stay or other order, writ, injunction, judgment or decree that either: (i) is issued by a court of competent jurisdiction, or (ii) arises by operation of applicable law as if issued by a court of competent jurisdiction, including, in the case of clause "(ii)" an automatic stay imposed by applicable law upon the filing of a petition for bankruptcy.

**6.14** "**Legal Proceeding**" means any private or governmental action, suit, litigation, arbitration, claim, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other governmental entity or any arbitrator or arbitration panel.

**6.15** "**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), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with generally accepted accounting principles and regardless of whether such debt, obligation, duty or liability is immediately due and payable. To be "**Liable**" means to have, suffer, incur, be obligated for or be subject to a Liability.

**6.16** "**Lien**" means any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, other possessory interest, conditional sale or other title retention agreement, intangible property right, claim, infringement, option, right of first refusal, preemptive right, exclusive license of intellectual property, community property interest or restriction of any nature including any restriction on the voting of any security or restriction on the transfer, use or ownership of any security or other asset.

**6.17** "**Material Adverse Exception Event**" means that one or more of the following has occurred, is occurring or would reasonably be expected to occur:

(a)  a Consensus Attack adversely affecting the results or operations of the Designated Smart Contract;

9

(b)        the Designated Smart Contract having become inoperable, inaccessible or unusable, including as the result of any code library or repository incorporated by reference into the Designated Smart Contract or any other smart contract or oracle on which the Designated Smart Contract depends having become inoperable, inaccessible or unusable or having itself suffered a Material Adverse Exception Event, mutatis mutandis;

(c)        a material and adverse effect on the use, functionality or performance of the Designated Smart Contract as the result of any bug, defect or error in the Designated Smart Contract or the triggering, use or exploitation (whether intentional or unintentional) thereof (it being understood that for purposes of this clause "(c)", a bug, defect or error will be deemed material only if it results in a loss to the DAO of at least 10 percent of the DAO Property);

(d)        any unauthorized use of an administrative function or privilege of the Designated Smart Contract, including: (A) any use of any administrative credential, key, password, account or address by a Person who has misappropriated or gained unauthorized access to such administrative credential, key, password, account or address or (B) any unauthorized use of an administrative function or privilege by a DAO Member or a representative of a DAO Member; or

(e)        the Designated Smart Contract, any of the DAO Members or the DAO Property is subject to a Legal Order that prohibits the Designated Smart Contract (or that, if the Designated Smart Contract were a Person, would prohibit the Designated Smart Contract), from executing any function or operation it would otherwise reasonably be expected to execute.

**6.18**    **"Membership Record"** means data stored in the Designated Smart Contract that records which public keys are designated as DAO Members.

**6.19**    "**Person**" means any human, robot, bot, artificial intelligence, corporation, partnership, association or other individual or entity recognized as having the status of a person under the law.

**6.20**    "**Token**" means a digital unit that is recognized by the Accepted Client on the Designated Blockchain Network as capable of: (i) being uniquely associated with or "owned" by a particular public-key address on the Designated Blockchain Network at each particular block height; and (ii) having Transfers of such digital unit recorded on the Designated Blockchain.  For the avoidance of doubt, DAO's native Token is the ERC-20 token 'NXM.'

**6.21**    "**Transfer**" of a Token to a given address (the "***Receiving Address***") on the Designated Blockchain Network will be deemed to have occurred if and only if it is recognized by the Accepted Client on the Designated Blockchain Network that: (i) there has been duly transmitted to the Designated Blockchain Network a new transfer function transaction that: (A) provides for the reassociation of the Designated Token with the Receiving Address; and (B) is signed by a private key that is (or a group of private keys that together are) sufficient to authorize the execution of such transfer function; and (ii) such transaction has been Confirmed.

# ARTICLE 7
# MISCELLANEOUS

**7.1    Amendments**.  Any provision of this Agreement may be amended, waived or modified only upon a vote in favor of such amendment, waiver or modification by the DAO Members through the Designated Smart Contract.

**7.2    Severability.**  In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then and in any such event, only such provisions will be deemed null and void and will not affect any other provision of this Agreement, and the remaining provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

**7.3    Construction.**  Any rule of construction to the effect that ambiguities are to be resolved against the drafter shall not be applied in the construction or interpretation of this Agreement. This Agreement constitutes the entire agreement among the DAO Members with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the DAO Members with respect to the subject matter hereof.

**7.4    Winding Up.**  In the event of the winding up of the DAO, after its liabilities have been satisfied, any funds in excess of the total of all contributions ever made shall be donated to a charity chosen by the DAO Members and the remaining DAO Property as valued at the time of distribution shall be distributed by reference to the "***Liquidation Proportion***" of each eligible DAO Member, calculated as follows:

(a)    the Liquidation Proportion of each eligible DAO Member shall, subject to Section 7.4(a), be a fraction:

I)    the numerator of which is the number of DAO Member Tokens held by the eligible DAO Member at date the winding up order is made (the "***Relevant Date***") plus one; and

II)    the denominator of which is the total number of all DAO Member Tokens outstanding at the Relevant Date plus the number of DAO Members at the Relevant Date subject to the adjustment for leaving DAO Members described in Section 7.4(c).

(b)    Any DAO Member who contributed to the DAO's funds in the five years preceding the Relevant Date and who does not own any DAO Member Tokens at the Relevant Date will be treated as having a numerator of one for the purposes of determining their Liquidation Proportion.

(c)    The total number of DAO Members falling in to a category defined in Section 7.4(b) will be the adjustment for leaving DAO Members used in the denominator in Section 7.4(a).

(d)     A DAO Member shall be an eligible DAO Member and entitled to participate in a distribution to be made pursuant to this Section if they were a DAO Member at the Relevant Date or at any time in the five years preceding the Relevant Date.

7.5     **Disputes; Mandatory Arbitration.**  Any Legal Proceeding, Claim or other dispute or controversy arising out of or relating to this Agreement, its enforcement, or the breach thereof shall be finally resolved by binding arbitration in accordance with the Arbitration Procedures; *provided, however,* that any DAO Member may seek injunctive relief in aid of arbitration in order to prevent irreparable harm or preserve the status quo.  EACH DAO MEMBER 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 DESIGNATED SMART CONTRACT, THE DAO MATTERS OR THE ACTIONS OF THE DAO MEMBERS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.

7.6     **Governing Law.**  All rights and obligations hereunder will be governed by the laws of the British Virgin Islands*,* without regard to the conflicts of law provisions thereof.

[***ENDS***]