

Term Sheet for Contractor Services Provided to dOrg

This Term Sheet is by and between **dOrg, LLC**, a Vermont blockchain-based limited liability company (the “Company”), and _____, an Independent Contractor (the “Independent Contractor”) doing business with the Company. This Term Sheet is a legally binding contract, governing the relationship between the Parties.

Section 1. **Agreements and Priority.** For each project between the parties (each, a “Project”), the parties will also agree to a Project Specification Sheet, outlining the specific work to be performed (the “Services”), payment terms for that Project, and the timeline or length of the Project, if defined (the “Project Term”). (If not defined in a given Project Specification Sheet, the Project Term will be deemed to be the length of time needed to complete all of the Services.) The Project Specification Sheet will not be binding on the parties unless and until approved by vote of the Members of the Company, with such vote to be conducted through the DAO. (As used hereinafter, the word “Project Specification Sheet” means a Project Specification Sheet duly approved by the Members of the Company.) Together, the “Terms and Conditions”, Term Sheet and Project Specification Sheet will constitute a full and complete Agreement (the “Agreement”) for each Project. If and to the extent that the Project Specification Sheet conflicts with either the Terms and Conditions or the Term Sheet, the provisions of the Project Specification Sheet prevail for the Project to which it applies.

Section 2. **Term.** The Term of this Term Sheet will last until revoked by the Company, except that the Term Sheet will continue to apply after such revocation to any ongoing work under existing Agreements between the parties. The Term Sheet will govern the relationship of the parties anytime they transact business together pursuant to an Agreement, whether a particular Project Specification Sheet calls for the Independent Contractor to perform work directly for the Company or for third parties with whom the Company contracts, or such other work as mutually agreed by the parties.

Section 3. **Types of Services.** The scope of the Services and the timing thereof for each Project shall be as set by the Project Specification Sheet.

Section 4. **Performance and Work Location.** The Independent Contractor agrees to perform the Services in a professional manner, including, but not limited to, taking reasonable precautions (a) against the disclosure of or security breach with respect to any non-open source data; and (b) to prevent and protect against the introduction of viruses, worms, malware, damaging/destructive or malicious code into the Services. The Parties agree that neither the Company nor its Members, Administrative Member(s), agents or representatives, shall have any right to control or direct the details, manner or means by which the Independent Contractor accomplishes the completion of the Services. The Independent Contractor agrees to complete the Services within the Project Term, but the Independent Contractor shall have no obligation to work any particular hours or number of hours in order to complete the same. The Company also will not direct, dictate, or set any requirements as to the Independent Contractor’s work location. Independent Contractor may perform the Services anywhere he or she chooses.

Section 5. **No Partnership, Joint Venture or Employer/Employee Relationship.** The Term Sheet is not intended to and nor shall it be construed so as to constitute a partnership, joint venture, or employer/employee relationship between the parties, and no party is deemed to be the representative or the agent of the other except as herein otherwise provided.

Section 6. **Intellectual Property Rights; Licensing Agreements.** The default intellectual property and licensing arrangement, unless specified otherwise in the relevant Project Specification Sheet, is that the Independent Contractor holds a limited license to use the code, IT, and/or software required to perform the Services of the relevant Project, and the Independent Contractor agrees to assign all intellectual property rights from the Project to the license holder (whether that license holder is the Company, a client, or a third party), including, but not limited to, rights associated with computer code, programs, and media now known or hereafter known, discovered, or created. The licensing terms and intellectual property rights associated with each Project will be governed by the terms of its Project Specification Sheet, which will incorporate the existing licensing terms of any software or code used, modified, developed, or otherwise associated with that Project. Independent Contractors agree to abide by any and all licensing agreements appended to or included in the Project Specification Sheet or the Project.

Section 7. **Payment.** The amount, form, and timing of payment will be as determined by the parties in the Project Specification Sheet.

Section 8. **Expenses.** Independent Contractors and the Company will each bear their own expenses pursuant to the Agreement, including, but not limited to IT infrastructure, internet service fees, hardware, and software costs.

Section 9. **Supplies.** The Independent Contractor agrees to provide all supplies necessary and advisable to perform each Project and all Services in a professional manner.

Section 10. **Subcontracting; Responsibility for Subcontractors.** The Agreement is intended to be a personal service contracts between dOrg and the Independent Contractor named in Project Specification Sheets approved through the DAO. Subcontracting is not permitted unless a Project Specification Sheet explicitly permits it. If, and to the extent that subcontracting is permitted under an Agreement, Independent Contractor bears all responsibility and liability for payment of Subcontractors and issuance or filing of tax forms. With respect to payment of Subcontractors, Subcontractor taxes, and adherence to workers' compensation laws in relation to any Subcontractors, Independent Contractor agrees to defend, indemnify and hold harmless the Company and any other party involved in creating, producing, delivering or maintaining the DAO, including, but not limited to, each of their respective members, administrative members, managers, officers, directors, employees, agents, licensors, licensees, suppliers and third-party clients from and against all losses, expenses, damages and costs, including, without limitation, reasonable attorneys' fees and accounting fees.

Section 11. **Taxes.** Independent Contractor agrees to comply with all tax laws applicable to Independent Contractor's work under the Agreements. Independent Contractor acknowledges that he/she will not be treated as an employee with respect to the Services provided under this Agreement, and will therefore not be subject to tax withholdings by the Company.

Section 12. **Amendment.** This Term Sheet may be amended, waived or modified at any time at the sole option and discretion of the Company. Continued performance or provision of work by the Independent Contractor after the Company notifies the Independent Contractor of any such amendment, including, but not limited to, by posting through the DAO, constitutes the Independent Contractor's acceptance of the amended Term Sheet. Whichever version of the Term Sheet is in effect when the Company and an Independent Contractor agree upon a particular Project Specification Sheet will be the version of the Term Sheet that governs the provision of Services under that Project Specification Sheet. Different Terms Sheets could, therefore, govern and apply to different Projects between the Company and the same Independent Contractor.

Section 13. **Governing Law.** The Term Sheet shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to principles of conflict of laws that would require the application of any other law.

Section 14. **Arbitration.** Any dispute, controversy or claim arising out of or in connection with, or relating to, these Terms and Conditions or any contract performed thereunder or any breach or alleged breach hereof shall, upon the request of either party, be submitted to, and settled by, arbitration before a single arbitrator in Burlington, Vermont. The arbitration shall proceed pursuant to and in accordance with the provisions of this Section and otherwise pursuant to and in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). The parties shall agree on a single arbitrator within thirty (30) days after notice from either party seeking or demanding arbitration; provided, however, that if they do not so agree then the arbitrator shall be either the one proposed by Customer or the one proposed by dOrg, to be determined by a toss of the coin (but if only one party proposes an arbitrator, then the arbitrator shall be the one so proposed). The arbitrator shall base the award on applicable law and judicial precedent and, unless both parties agree otherwise, shall include in such award the findings of fact and conclusions of law upon which the award is based. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the appropriate court of any forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration or as otherwise determined by the arbitrator to be more just and equitable under all the circumstances. Each party shall pay for and bear the cost of its own experts, evidence and counsels' fees except to the extent, if at all, the arbitrator determines that it is more just and equitable under all the facts and circumstances that one party reimburse the other, in whole or in part, for the cost of the other party's experts, evidence and/or counsel fees; provided, however that if either party fails to proceed with the arbitration as provided herein or unsuccessfully seeks to stay such arbitration, or fails to comply with any arbitration award, the other party shall be entitled to be awarded costs, including reasonable attorneys' fees, paid or incurred by such other party in successfully compelling such arbitration and/or successfully defending or enforcing the award. The parties shall use all reasonable efforts to ensure that the arbitration is completed as promptly as reasonably possible, and preferably within not more than ninety (90) days after either party's request for arbitration hereunder.

Section 15. **Successors and Assigns.** This Term Sheet shall be binding upon and inure to the benefit of the parties hereto and, subject to the other provisions of this Term Sheet, on their respective heirs, executors, personal representatives, beneficiaries, successors and assigns.

Section 16. **Entire Agreement; Amendment.** This Term Sheet, including any exhibits, schedules and attachments, supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter, and there are no covenants, promises, agreements, conditions or understandings, written or oral, except as herein set forth. This Term Sheet may not be amended, waived or modified except by an instrument in writing executed by the party against whom such amendment, These Terms and Conditions, any amendments hereto, and the transactions contemplated hereby, are to be conducted by electronic means, and, as such, may be signed electronically, which means by any electronic sound, symbol, or process, attached to or logically associated with and executed or adopted with the intent to sign. Pursuant to this Section 16, the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 *et seq.*, and the Uniform Electronic Transactions Act of the State of Vermont, 9 V.S.A. §§ 270 *et seq.*, electronically-signed versions of these Terms and Conditions, this Term Sheet, any amendments

hereto, and any other instruments effectuating the transactions contemplated hereby, will be recognized as and given the full force and effect of binding, legal contracts.

ACKNOWLEDGMENT OF ARBITRATION. This Agreement contains an agreement to arbitrate. After signing this document (including, but not limited to, by clicking to agree or entering or adopting an electronic signature of any kind, as permitted under the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transactions Act of the State of Vermont), I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.

IN WITNESS WHEREOF, the parties, individually or as evidenced by the signature of their Duly Authorized Agents, do hereby execute this Term Sheet this ____ day of _____, 2019.

dORG, LLC

By: _____
Duly Authorized Agent
