



WHITE HAT DAO



MEMORANDUM of UNDERSTANDING

WhiteHat DAO & Layer2DAO

Mutual Collaboration Agreement

www.whitehatdao.com x www.layer2dao.org

In quest of Safety & Security for Web3

Date: 27/01/2023





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Disclaimer

This memorandum of understanding (MOU) has been produced for high level mutual cooperation and sharing necessary information between WHD & L2DAO without any legally binding obligations. Which will allow each to make the most of the other's specialist skills or knowledge.



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MEMORANDUM OF UNDERSTANDING White Hat DAO & Layer2DAO

INTRODUCTION

This memorandum of understanding (legally non-binding agreement) was established on 27th of Jan 2023 between White Hat DAO & Layer2DAO.

GOAL

Intended purpose is to have high level mutual collaboration & make use of each other's resources, skills & knowledge to produce a positive outcome for both our communities.

AREAS OF COLLABORATION

AREAS OF COLLABORATION BETWEEN WHD AND L2DAO

Activities:

Learning and building capacity. This can include the sharing of knowledge and lessons learned, organizational development and scalability and conservation initiatives. And also sustainable strategies as well as communications & technical developments.

RESPONSIBILITIES OF PARTNERS

PARTNER'S RESPONSIBILITIES UNDER THIS AGREEMENT

Partnership obligation of L2DAO:

- * Help promote WHD as crucial security infrastructure
- * Offer consulting to WHD to support their process of setting up the DAO infrastructure on a Layer 2 network
- * Make introductions to Layer 2 projects that would benefit from working with WHD, potentially with a revenue sharing incentive for Layer2DAO
- * Participate in WHD's security review process for Layer2DAO
- * Engage in future token swap for mutual project diversification
- * Other mutually beneficial activities yet to be determined



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Partnership obligation of WHD:

- * Provide safety rating assessment to all Layer2DAO products.
- * Discounted Security Audit when needed - Applies only to Layer2DAO.
- * Co-operative product development (This encompasses a wide variety of mutually beneficial activities).
- * Long term partnership development.

DUE DILIGENCE

Both partners may conduct their own DD to ensure that both communities meet appropriate standards of cooperation & accountability according to this agreement.

PRINCIPAL CONTACTS

The Principal Contacts for each one of the organizations is:

White Hat DAO =

Point of Contacts

(Represented by - White Hat, NFTinker, 0xAnimal, Amy)

Web = <https://whitehatdao.com>

Email = hello@whitehatdao.com

L2DAO =

Point of Contacts

(Represented by - Weston Nelson, Exosphere)

Web: <https://www.layer2dao.org>

Email: team@layer2dao.org

Note: Such Principal Contacts may be changed in writing from time to time by their respective Partners.

USE OF INTELLECTUAL PROPERTY

The parties agree that any intellectual property, which is jointly developed through activities covered under this MOU, can be used by either party for non-profit, non-commercial purposes without obtaining consent from the other and without any need to account to the other.



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All other intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOU but consent will be obtained from the owner of the property before using it for purposes not covered by the MOU.

EFFECTIVE DATES AND AMENDMENTS

This MOU shall take effect upon signing by both Parties and shall remain in effect until dismantled.

Any Party may terminate this MOU and any related agreement, work plan, innovation & mutual development at any time and for any reason by giving thirty (30) days prior written notice to the other Party via email.

The individuals signing this MOU on behalf of their respective entities represent and warrant (without any personal liability therefore) that upon the signature of each, this MOU shall have been duly executed by the entity each represents.

DISPUTE RESOLUTION

The Partners hereby agree that, in the event of any dispute between the Partners relating to this Agreement, the Partners shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation, if Partners can agree on a third party mediator. The costs of mediation shall be shared equally by the Partners.



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ENTIRETY

This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both Partner community leaders. Such signatures by both Partners may be made digitally.

FOR [WHITE HAT DAO]

FOR [Layer2DAO]

[NAME: WHITE HAT]
[NAME: NFTthinker]
[NAME: 0xAnimal]
[NAME: Amy]
[NAME: tamjid0x01.eth]

[NAME: Weston Nelson]
[NAME Exosphere]
[NAME]
[NAME]

Date: 27/01/2023 _____

To Expire: Until Dismantled

28/01/2023 _____
Witness Date

28/01/2023 _____
Witness Date