

LIMITED LIABILITY COMPANY AGREEMENT
(MEMBER MANAGED)

OPERATING AGREEMENT OF TEIA DAO LLC

This Operating Agreement (“**the Agreement**”) of **TEIA DAO LLC**, a non-profit limited liability company (**the “Company”**) incorporated as per the laws of Republic of the Marshall Islands pursuant to the Limited Liability Company Act of 1996 of the Republic of the Marshall Islands (as amended from time to time, the “**Act**”) and the Marshall Islands Non-Profit Entities Act of 2020 (as amended from time to time, the “**Non-Profit Act**”), by and among the Company and the persons executing this Agreement (individually “Member” and collectively “Members”), causing the filing of the certificate of formation of the Company (the “**Certificate of Formation**”), with the Republic of the Marshall Islands Registrar of Corporations on **November 23rd 2022** effective as of **November 23rd 2022** (“the Effective Date”).

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

ARTICLE I

ORGANIZATION

1.1 **Organization.** The Members, by execution of this Agreement hereby agree to organize the Company as a Marshall Islands non-profit limited liability company pursuant to the provisions of the Act, Non-Profit Act and upon the terms and conditions set forth in this Agreement.

1.2 **Registered Office; Registered Agent.** The registered office of the Company in the Marshall Islands shall be the initial registered office designated in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Members may designate from time to time in the manner provided by law. The registered agent of the Company in the Marshall Islands shall be the initial registered agent designated in the Certificate of Formation or such other person as the Members may designate from time to time in the manner provided by law.

1.3 **Principal Office.** The Principal Office of the Company shall be at the principal office designated in the Certificate of Formation or at such other location as the Members may designate from time to time, which need not be in the Marshall Islands.

The current address of Teias Principals office is

PO Box 852,
Long Island Rd Majuro,
Marshall Islands MH 96960

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

ARTICLE II

PURPOSES AND POWERS

2.1 Nonprofit Character. The Company shall be a non-profit entity within the meaning of the Non-Profit Act.

2.2 Purposes of the Company. The Company is organized exclusively for social, charitable and educational purposes and not for profit. Specifically, Teia is providing open-source software, centered around blockchain technology for a global community of artists and art collectors as well as supporting cultural exchanges and knowledge sharing.

2.3 Authority of the Company. The Company shall have and exercise all of the powers conferred by law on nonprofit entities.

2.4 No Private Inurement. No part of its assets, income or earnings shall inure to the benefit of, or be distributable to any Member, officer, employee or any private individual, except that reasonable compensation may be paid for services rendered to or for the Company affecting one or more of its objects and purposes or for reimbursement of expenses incurred on behalf of the Company. No Member, officer or employee of the Company, or any private individual, shall be entitled to share in the distribution of any of the Company's assets on dissolution of the Company.

2.5 Limitation of Company Activities. No part of the activities of the Company shall include (i) carrying on propaganda, (ii) attempting in any manner to influence legislation, except that Members of the Company and personnel of the Company may testify or make other appropriate communications where formally requested to do so by a legislative body or a committee or a member thereof in matters concerning legislation relating to the public purposes of the Company or public appropriations to programs and activities of the Company, or (iii) participating or intervening in (including the publication or distribution of statements), or contributing to, any political campaign on behalf of any candidate for public office.

The Company shall never be operated for the primary purpose of carrying on a trade or business for profit.

ARTICLE III

MEMBERS

3.1 Member Eligibility. The Company is a member managed decentralized autonomous organization. All Members shall at all times own their Membership Interests in their own right and express their will to do so.

Membership shall be limited to those individuals or entities that are owners of the multi-signature wallet located in the Smart Contract on the Tezos blockchain at address <KT1J9FYz29RBQi1oGLw8uXyACrzXzV1dHuvb> (the "Core Team Multisig"). Each Owner represents one Membership Interest.

"Smart Contract" means an automated transaction which is comprised of code, script or programming language that executes the terms of an agreement and which may include taking

custody of and transferring an asset, administering membership interest votes with respect to a decentralized autonomous organization or issuing executable instructions for these actions, based on the occurrence or nonoccurrence of specified conditions.

“Multisig” means a multis-signature smart contract that can only execute transactions or proposals via a voting mechanism among the Multisig owners.

3.2 Initial Members. The names and addresses or Digital Ledger identifiers of the Initial Members are as reflected in “Exhibit A” attached hereto and made a part hereof as if set forth fully herein.

3.3 List of Members. The digital Ledger Identifiers of all current members as located in the Smart Contract on the Tezos blockchain at address **KT1J9FYz29RBQi1oGLw8uXyACrzXzV1dHuvb** is publicly available at the following URL <https://tzkt.io/KT1J9FYz29RBQi1oGLw8uXyACrzXzV1dHuvb/storage/>.

3.4 Classes of Membership. The Company shall have one class of Members, with all Members having equal voting rights (i.e. each Member has one vote) on all matters requiring a vote, irrespective of how many Membership Interests a member possesses.

ARTICLE IV

RIGHTS AND DUTIES OF MEMBERS

4.1 Management Rights. All Members who have not Dissociated (as defined in **Article VIII**) shall be entitled to vote on any matter submitted to a vote of the Members. Except as otherwise provided in this Agreement, the ordinary course of business affairs shall be defined among the members in virtual meetings or with the help of voting tools, where the majority consensus has deciding power.

4.1.1 Except as otherwise provided in this Agreement, any difference in respect to the ordinary course of the business shall be reconciled by public, simple majority vote of the members within 10 days of the voting process.

4.1.2 The following decisions shall be decided via a vote of the Members utilizing the proposal process built into the Multisig and shall require approval or consent of a majority of at least 55% of the Members within 10 days of the voting process:

- Moving funds from the organizations treasury (located in the core team multisig).
- Changes to the core team multisig itself
- Changes to the Marketplace Smart Contract located on the Tezos blockchain at address KT1PHubm9HtyQEJ4BBpMTVomq6mhbfNZ9z5w or its parameters

- Addition, succession or removal by vote of members
- Appointing and removing coordinating members (see: Article V)
- Amendments or modifications of this agreement as well as the companies code of conduct and terms and conditions documents

4.2 Liability of Members. Subject to subsection (3) of this Article, no Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Agreement or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

4.3 Miscellaneous Obligations. It shall be the duty of each Member to act at all times consistently and in compliance with all and each of the provisions of this Agreement and with all policies, rules and decisions of the Company adopted in accordance with any of the provisions of this Agreement.

4.4 Authority of Members to Bind Company. Members and agents of the Company authorized by the Members shall have the authority to bind the Company. Members have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company in coordination

ARTICLE V

COORDINATING MEMBERS

5.1 Coordinating members (“CMs”). The coordinating members are Members that are heavily involved in coordinating the business affairs of the Company. Coordinating members don't have special powers in comparison to other members, however they are recognized by the membership as taking the lead on suggesting general roadmaps and representing the organization in public. The appointment of coordinating members is optional.

The coordinating Members may be appointed by the Members from time to time, in a vote, pursuant to Membership interests.

5.2 Term of coordinating Members. No CM shall have any contractual right to such position. Each CA shall serve until the earliest of:

5.2.1 The Dissociation of such CM;

5.2.2 The resignation of such CM;

5.2.3 Removal of the CM by a vote of the Members as described in **Article IV**; or

5.2.3 The election and qualification of the CA's successor by a vote of the Members as described in **Article IV**.

5.4 **Compensation of CMs.** Each CM might be reimbursed all reasonable expenses incurred in coordinating the Company and might be entitled to compensation, in an amount to be determined from time to time by a vote of the Members as described in Article IV.

5.5 **Election of New CMs.** From time to time, the Membership may appoint a new set of CM decided by a vote of the Members as described in Article IV.

ARTICLE VI

ACCOUNTING AND RECORDS

The Members shall maintain the following records at the Principal Office or in the smart contracts referenced in this agreement:

6.1 A current list of the full name and last known business address, or (ii) Digital Ledger identifier of each Member, former Member and other holder of a Membership Interests;

6.2 A copy of the Certificate of Formation and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Certificate of Formation has been executed;

6.3 A copy of this Agreement including all amendments thereto;

6.4 Any accounting records and financial statements of the Company;

6.5 Minutes of all meetings, or records of all actions taken without a meeting by, the Members.

ARTICLE VII

CONTRIBUTIONS AND CAPITAL ACCOUNTS

7.1 **Initial Contributions.** On or before the date of filing of the Certificate of Formation with the Registrar of Corporations, each Initial Member has made a contribution to the Company for the Company to begin its operations. Some of these contributions are set forth in “**Exhibit B**”.

No interest shall accrue on any such Contribution, and no Member shall have the right to withdraw or be repaid for any such Contribution unless otherwise defined in this agreement.

7.2 Contributions set forth in “**Exhibit C**” are advances made by the referred digital ledger identifiers, and shall be repaid in Tezos cryptocurrency Tokens to those same digital ledger identifiers, without accruing interest or rights to withdraw these contributions.

The members of the company shall decide on a percentage of the company's regular income to be used for paying back these advances periodically.

ARTICLE VIII.

DISSOCIATION OF A MEMBER

8.1 A Member shall cease to be a Member upon the happening of any of the following events:

8.1.1 The retirement or withdrawal of a Member;

8.1.2 The Member ceasing to own a Membership Interests as described in Article III;

8.1.3 Removal of the Member by a vote of the Members as described in Article IV;

8.1.4 Ineligibility to become and/or continue to be a Member of the Company

8.2 Personal Bankruptcy does not affect the membership status of a member.

ARTICLE IX

ADMISSION OF ADDITIONAL MEMBERS

The Members, by a vote of the Members as described in Article IV, may increase or decrease the Membership Interests and determine the contributions of any new Members to which new Membership Interests are issued.

ARTICLE X

DISSOLUTION

The Company shall be dissolved and its affairs wound up in accordance with Part V of the Non-Profit Entities Act, 2020.

ARTICLE XI

AMENDMENT

11.2 **Amendment or Modification.** The Agreement may be amended or modified from time to time only by a written instrument adopted by the Members and executed by vote of the Members as described in Article IV.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 **Entire Agreement.** This Agreement represents the entire agreement among all the Members and between the Members and the Company.

12.2 **Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of the Republic of the Marshall Islands without regard to the conflicts of law principles thereof.

12.3 **Separability of Provisions.** Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

12.4 **Indemnification.** Subject to such standards and restrictions, if any, as are set forth in this agreement, a company shall have the power to, indemnify and hold harmless any member or other person from and against any and all claims and demands whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as effective of the date set forth above.

COMPANY:

By: Jovi, Member, Initial Registrator
(Tezos address: tz1MDZtKooFzmhcPjgWKMsqiKC7DPDYM2bWq)

By: Merchant Coppola, Member
(Tezos address: tz1MrSstDn96CnAKvmnfNspVXpqZKX1moKdx)

By: Mel Massadian, Member
(Tezos address: tz1auzguranCBAHCf6s8Nw27gDroPeopXDbJ)

By: CarolynM8ri3, Member

(Tezos address: tz1VzYo5CSoDaNQV731qdN7pkCgnCfajuje1)

By: santo.tez aka Santiago Itzcoatl, Member

(Tezos address: tz1YG4WVDdWhz4Fn7kWfYbsU3W8foipZ1zMz)

By: Zir0H, Member

(Tezos address: tz1STaURypfCdS7FRkK5csHhi8eqdSs8CcPt)

By: stu, Member

(Tezos address: tz1U8mFPuyGr48BWnULky9kUqAVQk8ewBHtU)

By: NoRulesJustFeels, Member

(Tezos Address: tz1XtjZTzEM6EQ3TnUPUQviCD6WfcsZRHxbj)

By: Sutan, Member

(Tezos Address: tz1gMRKQWdhY5ZPUehpHofLswyL8Vexvfbm)

EXHIBIT A

Member Name/Nick

Address/Digital Ledger Identifier

Mel Massidian	tz1auzguranCBAHCf6s8Nw27gDroPeopXDbJ
Zir0h	tz1STaURypfCdS7FRkK5csHhi8eqdSs8CcPt
Jagracar	tz1g6JRCpsEnD2BLiAzPNK3GBD1fKicV9rCx
Merchant Coppola	tz1MrSstDn96CnAKvmnfNspVXpqZKX1moKdx
Denscimonk	tz1dAW94vB3yYfNPE4LM2txBT8PQ21Zq4Xzf
NoRulesJustFeels	tz1XtjZTzEM6EQ3TnUPUQviCD6WfcsZRHxbj
Stu	tz1U8mFPuyGr48BWnULky9kUqAVQk8ewBHtU
UFFFD	tz28bm6XBaWD5oz171jQE1HjWmMjRz9jDhv7
Carolyn	tz1VzYo5CSoDaNQV731qdN7pkCgnCfajuje1
MumuTheStan	tz1cALmpTf7EeeSBXHAX2rcnR4WAP8tSWkt6
Ktorn	tz1dd2tmTJFRJh8ycLuZeMpKLquJYkMypu2Q

Synkitty	tz1hhf8mVUb6yCxRaNorzZSibHWXuoKLbXrY
Santiago Itzcoatl	tz1YG4WVDdWhz4Fn7kWFYbsU3W8foipZ1zMz
Jovi	tz1MDZtKooFzmhcPjgWKMsqiKC7DPDYM2bWq
Ryan G Tanaka	tz1ZVzMVj6EjRoDNFMCguG7nGdqmD7aau9kS
Babycommando	tz1KseWbS7f7YQhGsGP8QmXDJyzrKV71xxyj
Sutan	tz1gMRKQWdhY5ZPUehpHofLswyL8Vexvfbm

EXHIBIT B: Initial Contributions

- Ownership of the “Teia Community Discord Server”
- Ownership of the Twitter account @TeiaCommunity and @TeiaArt
- Ownership of the Domain teia.art as well as all sublevel domains
- The access and rights to modify the Github project “Teia”
- Contributions to the Teia Code released under the MIT open source license
- Intellectual Property of smart contracts associated with the Teia codebase
- Documentation and articles released on both the wiki archive for teia as well as the blog blog.teai.art
- Contributions to the documentation of the Project “teia” thus far
- All digital assets in teias team multisigs:
 - <https://tzkt.io/KT1PKBTVmdxfGkFvSeNUQacYiEFsPBw16B4P>
 - <https://tzkt.io/KT1J9FYz29RBQi1oGLw8uXyACrzXzV1dHuvb>

EXIBIT C:

tz1PeNvVwER3qgaPcWCWFM8QnCMFUmWtDntj - 2000 Tezos

tz1MDZtKooFzmhcPjgWKMsqiKC7DPDYM2bWq - 1000 Tezos

tz1ZVzMVj6EjRoDNFMCguG7nGdqmD7aau9kS - 2500 Tezos

tz1MxbzXHjKMFBL5dCJd8eb5CLL2VnhGzfoQ - 300 Tezos