

The Hemlock Syndicate

Charter Agreement

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“Non Nocere”

The Hemlock Syndicate

I. Preamble “No Gods, No Kings...”

This document serves to be the founding document and syndicate charter for the Hemlock Nonprofit Syndicate, hereon referred to as such or “The Syndicate” or simply “Hemlock”. Syndicates are defined as a group of individuals or organizations combined to achieve a common goal. Our goal is as follows:

“Hemlock exists to provide blockchain technology where it is needed and to innovate new, intriguing ideas. Under no circumstances shall any members of the syndicate knowingly participate in the creation of a smart contract or program that will intentionally result in financial harm to its user base without providing services or goods in a transparent manner while representing the Hemlock Syndicate. We do no harm, we are not evil, we are fair, and we are profitable.”

II. Powers of Governance and Representation “...Only Man.”

This syndicate does not bind its members to specific roles or duties and all members are treated as equals, a family. Decisions are made as a group in a panel with a minimum quorum of 50%. Should a member not be able to attend the panel discussion, they may delegate their authority to another trusted member. Eventually, when the syndicate reaches a critical mass, subgroups in the syndicate may form and the greater syndicate may choose to cooperate with other syndicates.

Individual members are explicitly allowed to represent themselves as members of the syndicate, but do not speak for the syndicate. For the syndicate to speak for itself, statements must be deliberated and voted on in panel discussions.

Work is non-compulsory and participation is dependent on the decision of individual members. While the syndicate does not need to vote on whether or not a project is developed, the syndicate must vote on whether or not the syndicated product is released under Hemlock.

III. Offerings of Coin “To each according to [their] contribution.”

Under each offering released by the Hemlock Syndicate, a portion of tokens or coins are reserved as a developer fund to compensate those who participate in the creation of services; 1% is reserved for an optional founder’s fee bonus and 5% of the supply is set aside for Hemlock governance. Ideally, no more than 33% of the token supply is reserved for Hemlock, the project founder, the individual compensation of the development team, or other budgets in total. Should governance tokens be liquidated, the resulting liquidity shall be put into the future Hemlock DAO to facilitate further growth and innovation in the greater DeFi ecosystem.

To receive compensation, the following criteria must be met: (1) a reasonable effort to contribute to the conceptualization, creation, or maintenance of the project, (2) proof-of-work, and (3) record of time involved in the project. Syndicate members may be excluded from the ICO under the grounds of non-participation and late involvement.

The criteria for compensation and how it is measured is up to the discretion of the founding members of a project. These people determine the cutoff date for contribution, which also affects whether or not more team members are added, and whether or not a member’s contribution to the project was reasonable. Should a member join late, but at the same time contribute a great amount, the cutoff date may be overruled and reinstated, but not retroactively or ahead of time; meaning that the cutoff date must be recorded at the time of decision.

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IV. New Members and Prospective Talent *“Love All... ”*

Prospective talent must sign the confidentiality agreement and non-disclosure agreement with every field filled out with verified information, with exception to discord. This contract, their resume, and portfolio of work shall then be delivered to members of the inner circle via secure, encrypted means to prevent tampering or interception (the Syndicated Email) so that the prospector may qualify as a candidate for entry to the outer circle; voted on by the inner and general circle of trust (“greater circle”).

Upon successful admission, the new member is in the outer circle for a probation period of three months, after which a vote may be held to move them into the general circle by the greater circle of trust. New seats on the inner circle may be introduced, but the vote to introduce an additional seat to the inner circle must be held by concurrent members of the inner circle exclusively.

Although outer circle members cannot vote, they are still entitled to the fruits of their labor and deserve to be treated with the respect they are due.

V. Confidentiality *“...Trust a Few...”*

Members acknowledge that any information provided by Hemlock, other than information that is in the public domain, is confidential in nature, and that any disclosure or use of the same by members may cause serious harm or damage to Hemlock; including but not limited to the identity and contact information of any and all members of Hemlock or family members via this agreement (to be referred to as the “Charter”). Therefore, members agree not to disclose protected information without express written permission generated by a Hemlock panel discussion. For purposes of this Charter, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Hemlock is engaged.

Obligations under this Charter do not extend to information that is:

- (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of members;*
- (b) discovered or created by the members before disclosure by the Syndicate;*
- (c) learned by members through legitimate means other than from the Syndicate or Syndicate's representatives; or*
- (d) is disclosed by members with Hemlock's prior written approval.*

VI. Leaving the Syndicate *“... Do Wrong to None.”*

The non disclosure provisions of this Charter shall survive the termination of this Charter as well as Syndicate and ex-Syndicate members’ duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first. Leaving the syndicate does not require consent, but entry and reentry does.

If a court finds any provision of this Charter invalid or unenforceable, the remainder of this Charter shall be interpreted so as best to effect the intent of Hemlock. This Charter expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Charter may not be amended except in writing via panel discussion signed by all founding members or delegates of. The failure to exercise any right provided in this Charter shall not be a waiver of prior or subsequent rights.

Hemlock vows to maintain a strict policy of academic honesty by continuing to credit blockchain pioneers for their work, including but not limited to: research, code, and methods, even after they elect to leave the syndicate. Those who choose to leave, while on an active project, may only do so after payment is distributed. This is to prevent disputes of compensation by keeping that individual informed of the degree of impact their work has had on the final outcome.

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VII. Retribution and Arbitration “Proportional Response”

This article lays the framework for sanctioned responses, by the syndicate, to actions taken against the organization and members of; to limit responses to charter violations bound to the realm of reason. While members of the syndicate may elect to take individual, vindictive actions outside of this framework, those individuals take sole responsibility for them. Under no circumstance does the syndicate, as a whole, take responsibility for the mistaken actions of rogue members; only the mistake of trusting and officiating these members into the organization.

Violations and their corresponding measures are organized by the article(s) offended:

(a) Violations of Article I

While operating under the syndicate, members who are found to be intentionally causing financial harm to retail investors immediately forfeit their rights to privacy, claim individual responsibility for all damages, and are expelled from the organization. These agents are to be considered rogue and permanently barred from re-entry. The syndicate is obligated to cut ties with and release the credentials of the offender to protect the reputation of its name.

(b) Violations of Article III

Failure to agree on payment, requiring the need for arbitration by the syndicate outside of a project's team members will result in the team forfeiting 10% their stake from the project in order to compensate the syndicate's participating, inner circle members for time spent arbitrating the dispute. These payments are released to the appropriate members after an agreeable arrangement has been finalized. This penalty is set forth to incentivize honesty and fairness. Failure to arrive at a mutually agreeable arrangement or fulfill the resulting arrangement may result in the expulsion of one or several members. Should the plaintiff prove to be falsifying their claims, the penalty levied against the development team is to be immediately reversed and the offender expelled from the syndicate.

(c) Violations of Article IV

Failure to respect the rights of outer circle members will result in a temporary demotion to the outer circle for a probationary period. Whether or not this occurs, is at the discretion of the rest of the inner circle body. Outer circle members who file a complaint against an inner circle member, under no circumstance, face retaliatory action. Repeat offenses may result in permanent demotion to the outer circle.

(d) Violations of Article V and VI

Members and non-members who fail to maintain confidential information as such immediately forfeit their rights to privacy, whereafter a panel discussion is to be held by the inner circle to assess the severity of the infraction. Penalties are limited to the publication of the offender's credentials, expulsion from the syndicate, and barring re-entry. Additionally, the right to privacy may be reinstated.

VIII. Treasury “Fostering the Growth of DeFi”

Given the required allotment of governance tokens for any and all Hemlock endowed projects, the inner circle may elect to use these powers to helpfully influence those DAOs towards prosperity. Upon satisfactory, post-release project development or dissatisfaction with the ability to effectively guide these DAOs, the inner circle may elect to liquidate these assets to serve as the basis for grants; which are to be administered with discretion to syndicated project teams in order to further facilitate innovation. Under no circumstance, shall governance tokens be liquidated for personal gain nor shall the resulting liquidity be allocated towards a project that a voting member is a part of.

Additionally, liquidity may be redistributed across multiple assets to protect the fiat value of the treasury through panel discussion and vote because strategic investments or lending are integral to growing the treasury. The default distribution for new liquidity entering the treasury is half cryptocurrency and half fiat-pegged stablecoins. After entry, the balance may be shifted to favor stable coins or other cryptocurrencies. No amount of treasury liquidity may be used for participating in illegal market activity.

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IX. Ratification

This Charter and each founding member's obligations shall be binding on the representatives, assigns, and successors of such party. Each founding member has signed this Charter themselves or through their authorized representatives. This page, containing Article VII, is to be considered confidential and serves to be the proof of status as a founding member (known as the "Inner Circle").

Signature

Name (typed or printed)

Phone Number

Mailing Address Line 2

Mailing Address Line 2

Email Address

Discord Username

Date

Authorized Representative (if applicable)

Signature

Name (typed or printed)

Phone Number

Mailing Address Line 2

Mailing Address Line 2

Email Address

Discord Username

Date

Authorized Representative (if applicable)

The following pages in this document are not part of the Hemlock Charter Agreement and are provided as legal documents that the inner circle may use to bind prospective talent to a legal vow of secrecy for the purposes of growing the syndicate.

The Hemlock Syndicate

Non-Disclosure & Confidentiality Agreement

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The Hemlock Syndicate

I. Confidentiality Agreement

The undersigned reader acknowledges that any information provided by Hemlock, other than information that is in the public domain, is confidential in nature, and that any disclosure or use of the same by the reader may cause serious harm or damage to Hemlock; including but not limited to the identity and contact information of any and all members of Hemlock or prospective applicants via this agreement (to be referred to as the “Agreement”). Therefore, the undersigned agrees not to disclose protected information without express written permission generated by a Hemlock Panel Discussion. Upon request, the undersigned reader will immediately return this and subsequent documents to Hemlock while ensuring the destruction of additional copies.

Signature

Name (typed or printed)

Mailing Address

Email Address

Discord Username (if applicable)

Phone Number (Area Code First)

Date (MM/DD/YYYY)

The Hemlock Syndicate

II. Nondisclosure Agreement

This Nondisclosure Agreement (also known as the "Agreement") is entered into by and between Hemlock ("Disclosing Party") and _____ (Undersigned Reader of the above Confidentiality Agreement, also known as the "Receiving Party"), for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information.

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. Exclusions from Confidential Information.

Receiving Party's obligations under this Agreement do not extend to information that is:

- (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party;
- (b) discovered or created by the Receiving Party before disclosure by Disclosing Party;
- (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or
- (d) is disclosed by the Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party.

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if the Disclosing Party requests it in writing.

4. Time Periods.

The non disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until the Disclosing Party sends the Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships.

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6. Severability.

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

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7. Integration.

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver.

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

“Disclosing Party” Representatives

“Receiving Party”

Signature 1

Signature

Name 1 (typed or printed)

Name (typed or printed)

Signature 2

Date (MM/DD/YYYY)

Name 2 (typed or printed)

Date 1 (MM/DD/YYYY)

Date 2 (if different)

III. Contact

Members of Hemlock may be reached at the following, public email address: hemlockStreetSyndicate@protonmail.com. This email address is excluded from the definition of confidential information. Hemlock releases this email address to the contracted individuals or groups as a means to contact the Syndicate for business inquiries only.