

# Contractor Agreement

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between dOrg, LLC, a Vermont limited liability corporation with its principle place of business at 9200 NW 39th Ave. Ste 130 - 3382, Gainesville FL 32606 ("Company" and or "DAO") and the "Consultant" ("hereinafter also referred as Independent Contractor") designated below.

**Consultant:** \_\_\_\_\_

**Principle Contact:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**WHEREAS**, Company is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide services to the Company and the Consultant is agreeable to providing such services to the Company on the terms and conditions set out in this agreement.

**IN CONSIDERATION** of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Company and the Consultant (collectively the "Parties") agree as follows:

## Definitions:

"Services" shall mean work performed by Consultant for Company pursuant to a Statement of Work agreed to by the parties in writing.

"Statement of Work" shall mean the document provided by the Consultant to the Company that specified the Services to be provided and the applicable fees for the Services. Each Statement of Work shall be governed by the terms of this Agreement, unless otherwise mutually agreed in writing.

"DAO Membership" shall mean that upon a successful vote by the current members of the Company, Consultant will obtain membership into the DAO and have voting rights based on the number of DAO Reputation tokens held.

## 1 SERVICES AND STATEMENTS OF WORK

Consultant recognizes that once the Company has retained Consultant for their skill and expertise, they become a member of the dOrg DAO. All work done by the Consultant for dOrg from thereon must be approved through voting by the DAO. Consultant agrees to undertake and complete the Services in

accordance with this Agreement and the Statement of Work voted on and approved by the DAO. Consultant

will use commercially reasonable efforts to complete the work in accordance with the timeline set forth on the Statement of Work. At Company's reasonable request, Consultant will promptly replace personnel providing Services in an unsatisfactory manner under this Agreement.

## 2 TERM AND TERMINATION

(a) This Agreement will commence on the Effective Date and does not have an expiration date as the Consultant will become a member of the DAO once proper voting has taken place

(b) Either party may terminate this Agreement:

(i) for material failure by the other party to comply with the terms of this Agreement or the DAO's member guidelines which can be found at <https://docs.dorg.tech/> ; Consultant acknowledges that upon successful voting by the DAO, the DAO can also vote to remove the Consultant at any given time per the DAO's member guidelines, which are documented in the Company's handbook at following link <https://docs.dorg.tech/> ;

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(ii) immediately in the event the other party seeks the protection of any bankruptcy court, becomes insolvent, or makes an assignment for the benefit of creditors; or

(iii) in the event that Consultant wishes to terminate this Agreement and said Consultant is currently working on a client project, Consultant shall provide notice of termination to the Company no later than 14 days from said date of termination.

(c) Unless otherwise expressly specified by Company, following delivery of Company's notice of termination of this Agreement, Consultant will complete any outstanding Statements of Work in accordance with their respective terms.

(d) Upon termination of this Agreement or any Statement of Work, Consultant will promptly invoice Company for fees and expenses related to Services completed in accordance with this Agreement prior to the effective date of termination. Company will pay such undisputed invoice within thirty (30) days of receipt, and will have no further payment obligations with regard to this Agreement or the Statement of Work, as applicable.

### **3 FEES AND EXPENSES; BILLING PROCEDURES**

(a) Company will only pay the Consultant their fees for Services as voted on and approved by the DAO. Unless otherwise specified in a Statement of Work or approved in writing in advance by Company through a membership vote. Consultant understands that mere membership into dOrg does not guarantee payment.

(b) Consultant understands that no remuneration or payment for services provided will be valid unless approved by a successful DAO vote;

(i) actual fees will not exceed the amount specified on the Statement of Work or proposal that is voted on by the members of the DAO; and

(ii) Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing Services. All such expenses must be pre-approved by the Company.

(c) The Company may, at certain times, through a DAO vote, make distributions of token(s) allocations to eligible Members that meet certain criteria as set forth in the DAO vote. This distribution does not waive

or constitute any sort of partnership, joint relationship/venture, or agency relationship between the Company and the recipient.

### **4 CONSULTANT WARRANTIES**

(a) Consultant warrants that:

(i) the Services will be performed in a professional and workmanlike manner and that none of such Services or any part of this Agreement is or will be inconsistent with any obligation Consultant may have to others;

(ii) All work under this Agreement shall be Consultant's original work and none of the Services or Inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant);

(b) Consultant will use all commercially reasonable efforts to correct or repair any non-conformance to such warranty standards of any Services of which Company has notified Consultant. If Consultant is unable to promptly correct or repair any such non-conformance, Consultant shall promptly refund any fees paid by Company for such non-conforming.

(c) EXCEPT AS STATED IN THIS SECTION 5, CONSULTANT DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, INTENDED USE, OR MERCHANTABILITY.

(d) Consultant will abide by the terms and conditions set forth in the Client's Statement of Work.

### **5 INDEMNIFICATION**

To the maximum extent allowed by law, Consultant will indemnify, defend and hold harmless Company and its directors, officers, employees, and agents, from and against any and all third party claims (including those made by Consultant's directors, officers, and employees), losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "Claims"), including attorneys' fees incurred in responding to such Claims, that arise out of or in connection with any personal injury (including death) or damage to tangible property resulting from

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the acts or omissions of the Consultant or its agents. The Company will give prompt notice of any Claim to the Consultant, and the Consultant will defend the Company at the Company's request.

## **6 LIMITATION OF LIABILITY; EXCUSABLE DELAY**

(a) EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 8, OR DAMAGES CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO; LOST PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, WORK STOPPAGE, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF THE DAMAGED PARTY ADVISED THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EXCEPT FOR CONSULTANT'S INDEMNIFICATION OBLIGATIONS OR EITHER PARTY'S BREACH OF SECTION 8, OR DAMAGES CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT ACTUALLY PAID BY COMPANY FOR THE SERVICES.

(c) THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

## **7 CONFIDENTIALITY**

(a) "Confidential Information" refers to any data or information relating to the business of the Company which would reasonably be considered to be proprietary to the Company, is non-public information that has been designated as being confidential or which, under the circumstances surrounding disclosure, reasonably should be treated as confidential or where the release of that Confidential Information could reasonably be expected to cause harm to the Company.

(b) Neither party shall be prohibited from disclosing or using Confidential Information;

(i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission

of the party having a confidentiality obligation under this section,

(ii) that is or has been disclosed to such party by a third party who is not under (and to whom such party does not owe) an obligation of confidentiality with respect thereto,

(iii) that is or has been independently acquired or developed by such party,

(iv) to the minimum extent use or disclosure is required by court order or as otherwise required by law, on condition that notice of such requirement by law for such disclosure is given to the other parties prior to making any such use or disclosure, or

(v) in connection with Consultant's performance of the Services.

(c) Confidential Information can include, but is not limited to all written and oral information and material disclosed or provided by the Company to the Consultant under this Agreement regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

(d) The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Company or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

## **8 OWNERSHIP OF INTELLECTUAL PROPERTY**

(a) All intellectual property and related materials, including any trade secrets, moral rights, goodwill, relevant registrations, internet domain names, applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Company. The use of Intellectual Property by the Company will not be restricted in any manner.

(b) The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Company. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

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(c ) The Consultant understands that work done for dOrg's clients may result in the Company transferring Intellectual Property rights to the client, which is at the discretion of the Company.

## **9 RETURN OF PROPERTY**

(a) Upon the expiration or termination of this Agreement, the Consultant will return to the Company any property, documentation, records, Intellectual Property or Confidential Information which is the property of the Client.

(b) In the event that this Agreement is terminated by the Company prior to completion of the Services, the Consultant will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Consultant or, where agreed between the Parties, to compensation in lieu of recovery.

## **10 RELATIONSHIP OF PARTIES**

(a) Notwithstanding any provision hereof, for all purposes of this Agreement, each party shall be and act as an **independent contractor** and not as a partner, joint venture, or agent of the other and shall not bind nor attempt to bind the other to any contract.

(b) The manner and means by which Consultant chooses to complete the Services are in the Consultant's sole discretion and control.

(c) Consultant is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Workers' Compensation Insurance.

(d) Consultant agrees to defend, indemnify and hold Company harmless from any and all claims, damages, liability, attorneys' fees and expenses on account of;

(i) an alleged failure by Consultant to satisfy any such obligations or any other obligation (under this Agreement or otherwise),

(ii) any breach of Consultant's warranties hereunder or,

(iii) any other action or inaction of Consultant.

(e) If Consultant is a corporation, it will ensure that its employees and agents are bound in writing to Consultant's obligations under this Agreement.

## **11 NOTICE**

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be deemed sufficient if given by mail, or courier service, addressed to the individual specified below, or to such other individuals as the Parties may designate by notice from time to time. Notices so given will be effective upon receipt by the party to which the notice is given. Notice given to the Company will be designated at the bottom of this Agreement along with Notice given to the Consultant.

## **12 MISCELLANEOUS**

(a) The terms and conditions of this Agreement or any Statement of Work may not be amended, waived or modified, except in a writing signed by both parties.

(b) This Agreement, together with the Statement of Work, constitutes the entire understanding between the Consultant and the Company and contains the complete description of services to be performed by Consultant or its subcontractors. This Agreement and the Statement of Work supersedes all proposals, oral or written, and all communications between the parties relating to the subject matter of this Agreement, including but limited to any conflicting terms contained a purchase order.

(c) The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

(d) In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

## **13 GOVERNING LAW, JURISDICTION AND VENUE**

(a) This Agreement shall be governed by and construed in accordance with the United States Federal laws and the laws of the state of Florida without regard to the conflicts of laws provisions thereof. Any action or proceeding arising from or relating to this Agreement must be brought in Vermont and each party irrevocably submits to the jurisdiction

and venue of any such court in any such action or proceeding.

#### **14 COMPLIANCE WITH SANCTIONS LAWS**

(a) The Company nor any of their respective directors, officers or employees nor any agent including contractors, or other Person acting on behalf of the Company has, in the past five (5) years, taken any action, directly or indirectly, that would result in a violation of or allow for the imposition of sanctions under any applicable trade embargoes or economic sanctions laws, regulations, or orders of the United States, the European Union, or any similar applicable laws, rules, or regulations issued, administered or enforced by a Governmental Entity, including, but not limited to, any sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State, and any executive order, directive, or regulation pursuant to the authority of any of the foregoing, or any orders or licenses issued thereunder (collectively, "Sanctions Laws"), nor has the Company nor any of their respective directors, officers or employees nor any agent including contractors, or other Person acting on behalf of the Company received written notice within the last five (5) years that it has been or is the subject of any investigation, complaint or claim of any violation of any applicable Sanctions Laws by any Governmental Entity in any country in which the Company does business. The Company has implemented and maintain policies, procedures and controls to ensure compliance by the Company with Sanctions Laws. Neither the Company nor any of their respective directors, officers or employees nor any agent including contractors, or other Person acting on behalf of the Company is designated as a Sanctioned Party.

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*[signature page follows]*

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Consultant's Initials: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties, each acting under due and proper authority, have executed this Agreement as of the Effective Date above.

**dOrg, LLC:**

Signature: <https://snapshot.org/#/dorg.eth/proposal/0x2226f88df49531f9d0529c57af4106f2ce7d47cd98d0aa49f2723296a2bfa956>

Name: **Snapshot Approval**

Title: Approve Contract and Operating Agreement Refresh

Date: 27th November 2022

**[Consultant]: [Including designation of Notice Addressed to the Consultant]**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Consultant's Initials: \_\_\_\_\_