Restated Operating Agreement of dOrg, LLC

This Agreement (the "Agreement") dated November 27, 2022 (https://snapshot.org/#/dorg.eth/proposal/0x2226f88df49531f9d0529c57af4106f2ce7d47cd98d0aa49f2723296a2bfa956), is among all current dOrg members who have a positive reputational token balance, which can be found here https://etherscan.io/token/0x62300cec5240e5b273781ad67ce735107f3dacd4#balances and are the members that comprises dOrg, LLC (the "Company"). These persons and any others who may become members of the Company are collectively known as the "Members" or singly as a "Member". Interests of the Members of the Company are denominated in "Units", which are also denominated by dOrg reputational tokens. It constitutes a restated Operating Agreement for the Company, adopted and approved through the operation of the governance procedures, which can be found in the Company handbook at https://docs.dorg.tech, described below and executed by all of the current Members of the Company, and it supersedes any and all prior operating agreements of the company. The governance procedures found at https://docs.dorg.tech, are subject to change at any time, and shall supersede any and all prior operating agreements.

1. Purpose. The purpose of the Company is to operate a Decentralized Autonomous Organization (a "DAO") through which the Company can accept requests to perform services for third parties, solicit bids on such requests, and permit Members to allocate responsibility and remuneration for completion of related tasks. No member shall be able to bind the Company to any Agreement without observing the Company's governance procedures as demonstrated in the Company's handbook. The Company may transact such other lawful business as the Members may determine in accordance with this Agreement.

2. Powers. The Company may engage in any and all activities that may lawfully be performed by a blockchain-based limited liability company under the Vermont Limited Liability Company Act (the "Act"), 11 V.S.A. §§ 4001 et seq., and other applicable laws, including, but not limited to, operating a DAO and bidding on and performance of services to third parties.

3. Governance; Type of Decentralized Ledger; Security Protocols; Tax Elections. (a) Governance. The Company intends to govern itself and conduct all of its activities through the use of blockchain technology, software-enabled governance procedures and protocols, and associated voting protocols, including but not limited to: (a) admission or expulsion of Members and approval or denial of Member Unit transfer requests; (b) proposed upgrades to or modifications of the Company's DAO, software, and/or protocols; (c) proposed changes to this Agreement; (d) bids or proposals to perform work for third parties; (e) bids or proposals for Members or non-Members to perform work for the Company and/or third parties and receive payment and Reputation therefore in their individual capacities; and (f) any other matter of governance or other activity the Company

finds necessary or convenient to have its Members determine collectively. The software-enabled governance procedures and protocols adopted from time to time by the Company, together with this written Agreement shall jointly constitute the Operating Agreement of the Company. The initial version of such governance procedures and protocols is described in Appendix A to this Agreement, but the current version of governance procedures shall, at all times, be determined by the DAO. Subject to the foregoing provisions and the provisions of 6, the Company shall be governed by its Members, collectively.

(b) Type of Decentralized Ledger. The Company will utilize a fully decentralized, publicly-available ledger (the "Ledger"). Information about participants' permissions and ability to read and write to the ledger is set out in Appendix A.

(c) Security Protocols. The Company believes that the use of blockchain technology and a DAO structure provide ample security, but has nonetheless established security protocols to address and mitigate risk. Information about those Security Protocols is set out in Appendix A.

(d) Tax Elections. The initial tax treatment of the Company will be determined as set out in Appendix A. Such elections may be changed pursuant to a determination of the Members via the governance procedures.

4. Units; Outside Work and Duties; Compensation; Capital Accounts; Company Funds.

(a) Units. The Company will have a maximum of 5,000 Units at any time. The voting power of each Unit will be varied in accordance with the corresponding Unit holder's Reputation, as determined from time to time by the Members through the DAO, or by such other methodology determined from time to time by the Members through the DAO. Each Member with a positive Reputation balance has one Unit in the Company. Unit records will be updated dynamically as Members are admitted or leave the Company and if Members transfer their Units to others, all as approved by vote of the Members. The Company neither expects nor intends to amend its written Agreement to reflect such changes, as all such information will be stored on the blockchain and accessible to Members therein.

(b) Outside Work and Duties. Members are permitted to work for and have outside business interests in companies and organizations besides the Company, and such work or interests will not violate any duties or obligations of Members to the Company. No Member will have any fiduciary duty to the Company for any contractor work done for the Company, unless the Members vote to approve such a fiduciary duty and the Member concerned consents to it.

(c) Compensation. Members, and non-Members may receive compensation as independent contractors on particular tasks undertaken through the Company as approved through the DAO structure, including, but not limited to, for services by any Member or non-Member to a third

party on behalf of the Company or directly to the Company, at such times and amounts approved
by vote of the Members. Neither Members nor non-Members will receive distributions from the Company aside from such compensation, unless the Members approve such distributions.

(d) Company Funds. Company funds may consist of traditional currency or of digital assets, including, but not limited to, cryptocurrencies and digital tokens. All Company funds consisting of traditional currency shall be deposited in such bank accounts or invested as designated by vote of the Members. Company funds consisting of digital assets shall be held in such a manner as may be designated by a vote of the Members. In whatever form, such funds shall not be commingled with funds of any other entity managed, controlled, owned or advised by any of the Members. Transfers of digital assets may be made by duly authorized persons or through duly authorized "smart contracts" or other means approved by the Members.

5. Distributions; Tax Reporting; Books and Records.

(a) Distributions. The Members will make all decisions related to distributions of cash or any form of currency (including, but not limited to, cryptocurrencies and digital tokens). Because the anticipated business of the Company is to act as a means of allocating work and compensation to contractors, it is not anticipated that the Company will have significant accumulation of worth. The Company through its DAO procedures, may, at its own discretion from time to time make distributions to eligible Members.

(b) Tax Reporting. Each Member agrees to be bound by the decisions of the Members with respect to distributions and other aspects of the Company's accounting.

(c) Books and Records. The Company books and records shall be kept in accordance with the accounting methods determined by the Members to be most advantageous to the Company for financial and tax reporting purposes. The books and records shall be open to the reasonable inspection and examination of the Members or their duly authorized representatives upon request.

6. Management; Indemnification.

(a) Management. The business, operations and affairs of the Company will be managed under the direction of the Members in accordance with the governance procedures described in this Agreement. The DAO through its governance procedures, may grant to certain DAO members, the ability, with actual and apparent authority to carry-out certain limited administrative tasks including but not limited to: interacting with third party service providers, officials, (e.g. accountants, attorneys, government officials and departments) filing or responding to legal documents or requests, preparing tax documents on behalf of the Company, and such other tasks as the DAO may assign.

(b) Indemnification. Any Member may request indemnification by the Company for his, her, or its acts for or on behalf of the Company, including, but not limited to, actions related to a particular bid by a Member to perform work for or on behalf of the Company. Indemnification may be granted or approved through the same procedures used to govern the Company's activities and operations.

IN WITNESS WHEREOF, the DAO do hereby execute and approve this Restated Operating Agreement effective as of the 27th day of November, 2022, which can be found at the following transaction hash: 0xcaf8ed03d8a927e8f483f095d2f0723356ae1ca7a6c40a51e15576a3fca2298d found here https://etherscan.io/block/16025244

Appendix A: MATERIAL INCORPORATED BY REFERENCE IN THE AGREEMENT
3(a) The current version of such governance procedures and protocols will consist of the following, which may be changed at any time by vote of the Members through the DAO:

A person becomes a Member of the DAO through the virtue of holding dOrg Reputation token(s). To become a Member of the DAO, the aspiring applicant must submit the "join form" which can be found in the handbook or the website https://www.dorg.tech/#/ . A current Member must then create a DAO proposal for the applicant to join, which then current DAO Members will vote via Snapshot on whether to accept or reject the applicant. If the applicant is successfully voted in, and completes the onboarding process they will become a Member of the DAO.

Only Members will have access to a private messaging forum (https://forum.dorg.tech/) once they are voted in and have completed the onboarding process. Inside the forum, the DAO, through its members and governance procedures can elicit certain tasks that need to be done with the anticipated numeration for those tasks, which are also known as Proposals. Once a Proposal for a certain task and numeration for the task is deliberated, any Member may put the proposal up for voting by DAO members through the Snapshot voting platform (https://snapshot.org/#/dorg.eth). If a Proposal passes through a Members vote, the DAO must execute the terms of the Proposal. Proposals govern all facets of the DAO which legally binds the DAO and may include the following: adding or removing Members to the DAO, engaging new clients or projects, allocating payments for internal work, authorizing Members to carry out limited administrative tasks, altering the DAO's governance procedures, and any other task that is within its lawful means regarding the DAO's existence.

> (i)Reputation is a non-transferrable balance associated with a cryptographic address. A cryptographic address with a positive Reputation balance will be considered a Member. Voting power in the DAO will be weighted according to Members' Reputation, meaning that Members with higher Reputation will have greater voting power. The mechanisms and criteria for issuing Reputation will be decided by the Members through the governance procedures.

> (ii)When proposals are approved through the DAO protocol via Snapshot voting proposal with the necessary required quorum as documented in the Company's handbook, the

DAO, through the Safe signers must award the submitting Member or non-Member the digital currency, tokens, and Reputation (if any) associated with that proposal.

(iii)Whenever a client desires the Company or the DAO perform a project, a proposal for the same must be submitted to a vote of the Members through the DAO protocol. A Member may submit the proposal on behalf of a client, providing such details as needed to allow the Members to consider the proposal. Members may not unilaterally agree that the DAO will perform a project for a third party or for the DAO without first obtaining the consent of the Members through the DAO protocol.

(iv) The DAO protocol may at its own discretion change the voting platform that is used, which all changes are reflected in the Company's handbook. Currently, dOrg uses an off-chain voting platform for all of its voting needs. More information can be found at https://docs.snapshot.org/. The DAO's treasury is maintained through Safe, is a smart contract wallet running on Ethereum that requires a minimum number of people to approve a transaction before it can occur (M-of-N). More information on the Safe can be found at https://safe.global/. The DAO, through its governance procedures will elect certain Members (7) to be a signer of the Safe with a threshold of a minimum of 4 signature approvals needed in order to maintain the DAO's treasury and execute payment of funds.

3(b) The Company's distributed ledger will consist of the public Ethereum Blockchain, Polygon also known as Matic, and Gnosis Chain, https://safe.global to which anyone can read or write data. However, the smart contracts that define the Company's protocol will limit write permissions for certain functionality, such as the ability to vote on a proposal, to Members' cryptographic addresses.

3(c) The Company's security protocols are subject to the following provisions: Blockchains and smart contracts are highly experimental and subject to security breaches. Members acknowledge that the Company may be affected by A) bugs in the smart contracts that comprise the Company's protocol or B) issues in the underlying ledger, such as contentious chain splits, or other unforeseen technical issues.

A) If a bug is discovered that compromises the integrity of the Company's protocol, all funds shall be temporarily moved to a Multisignature Wallet ("Multisig") if possible. The Multisig shall be jointly controlled by the 3-7 Members with the highest Reputation scores that are active.

When the patch is complete and the software is stable, the Multisig shall redeploy the DAO with all previous data (such as Reputation balances) if it is technically feasible to do so. Following a successful redeploy, the Multisig shall return all funds to the DAO.

B) If a contentious Ethereum chain split seems likely, the DAO shall vote before the split on which chain to support. Only the data on the supported chain shall retain the

Company's legal personhood.

3(d) The Company elects to be taxed as a Subchapter C
corporation for federal income tax purposes and as a digital business entity under the Vermont
Digital Business Entity Franchise Tax law, 32 V.S.A. § 5832a.