

Q-AVAX COMMUNITY DAO CONSTITUTION

1. Constitution

- 1.1 This document is the constitution of Q-AVAX Community DAO (the "**Constitution**" and the "**DAO**" respectively).
- 1.2 The DAO is a private contractual arrangement between the Members from time to time (as defined in Clause 3.2 below) who have signed a hash of this Constitution.
- 1.3 The current version of this Constitution is the most recent time-stamped version of this document available on the Q blockchain.
- 1.4 Capitalised terms used, but not otherwise defined within the main body of this Constitution shall have the meanings given to them in Schedule 1 (Constitutional Parameters).

2. Objective of the DAO

- 2.1 The purpose of the DAO is to foster collaboration between the Q and the AVAX ecosystem. (the "**DAO Objective**").

3. Membership of the DAO

- 3.1 The native tokens of the DAO shall be Q-AVAX Community Token (QAVAX) (each, a "**Token**").
 - 3.1.1 There shall be 25000 Tokens generated. Tokens shall not be fungible with each other. Each Token shall be freely transferrable.
- 3.2 A person shall become a member of the DAO (a "**Member**") when they:
 - 3.2.1 hold one or more Tokens;
 - 3.2.2 deposit one or more Tokens in the vault which is technically used during a voting process in accordance with Clause 6 below, to become eligible for voting; and
 - 3.2.3 agree to be bound by this Constitution, as may be amended from time to time in accordance with Clause 6.1, by signing a hash of this Constitution on the Q blockchain.
- 3.3 A person who has become a Member of the DAO shall cease being a Member when they no longer hold any Tokens.
- 3.4 If a person deposits one or more Tokens in the vault in accordance with Clause 3.2.2 and has become a Member of the DAO, such person shall

not be required to keep such Token(s) in the vault and shall not cease being a Member when they withdraw such Token(s) from the vote.

- 3.5** A Member of the DAO who has signed a hash of this Constitution on the Q blockchain shall be bound by each amendment of this Constitution which is effected in accordance with the terms of this Constitution from time to time, regardless of whether such Member consents to any such amendment.

4. Internal DAO

- 4.1** The Members of the DAO may not represent or otherwise act on behalf of the DAO before third parties. If any Member of the DAO purports to represent or otherwise act on behalf of the DAO before third parties, such representation or act shall be invalid and shall not be binding on any other Member of the DAO.

5. Expert Panels

- 5.1** The Members of the DAO may designate a sub-set of the Members as an "Expert Panel" and may remove one or more Members from an Expert Panel from time to time in accordance with Clause 6.3.
- 5.2** The Expert Panels may not represent or otherwise act on behalf of the DAO before third parties.
- 5.3** The DAO has the following Expert Panels:
- 5.3.1** DAO Guardians.
- 5.4** The competencies of each Expert Panel are as follows:
- 5.4.1** DAO Guardians:
- (a)** monitor proposals brought forth in the DAO and cast a veto if necessary for the protection of the DAO.

6. Decision-Making

- 6.1** Any Member may propose a change to the wording of this Constitution, including any of the parameters set out in Schedule 1 (*Constitutional Parameters*). In order to become effective, such change requires that:
- 6.1.1** 0.05% of Members (*Constitution Vote.requiredQuorum*) vote on such proposal and 50% of Members participating in the vote (*Constitution Vote.requiredMajority*) consent to such proposal within 3 days (*Constitution Vote.votingPeriod*) after the relevant proposal is made; and that, further,
- 6.1.2** 30% of Veto Right Holders (*Constitution Vote.requiredVetoQuorum*) do not exercise their veto right in respect of such proposal within 1 day (*Constitution Vote.vetoPeriod*). After a proposal is accepted in accordance with both Clause 6.1.1 and Clause 6.1.2, the changed wording of the Constitution shall apply from the end of the period specified in Clause 6.1.2. The Members shall cooperate with each other and

shall do all such things as are commercially necessary and within their control to give effect to such amendment.

- 6.3** Any Member may propose a change to the composition of an Expert Panel. In order to become effective, such change requires that 0.05% of Members vote on such proposal and 50% of Members participating in the vote consent to such proposal within 3 days after the relevant proposal is made. A Member may not be added to an Expert Panel without such Member's explicit consent to be given by executing the proposal themselves. If a person is no longer a Member, they would automatically cease being a member of any Expert Panel.
- 6.4** Any Member of an Expert Panel may propose a change to any Expert Panel Parameter of such Expert Panel. In order to become effective, such change requires that:
- 6.4.1** 0.05% of Members of such Expert Panel consent to such proposal within 3 days after the relevant proposal is made; and that, further,
- 6.4.2** 30% of Veto Right Holders do not exercise their veto right in respect of such proposal within 1 day.

7. Dispute Resolution

- 7.1** This Constitution shall be governed by and shall be construed in accordance with Swiss law, except that the arbitration agreement contained in the remainder of this Clause 7 shall be governed by and shall be construed in accordance with Swiss law, including the arbitration agreement contained in the remainder of this Clause 7.
- 7.2** All Members irrevocably agree that all disputes arising out of or in connection with this Constitution and/or the holding of Tokens shall be resolved by way of arbitration before an arbitration tribunal (the "Arbitral Tribunal") under the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules") and without recourse to the ordinary courts of law. In particular:
- 7.2.1** Pursuant to Article 30(2)(b) of the current ICC Rules (2021), the Expedited Procedure Rules shall apply irrespective of the amount in dispute.
- 7.2.2** In accordance with Articles 38(4) and (5) of the current ICC Rules (2021):
- (a)** the final award shall fix the costs of the arbitration and decide which of the parties shall bear them or in what proportion they shall be borne by the parties; and
 - (b)** in making decisions as to costs, the Arbitral Tribunal may take into account such circumstances as it considers relevant, including the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner. For the avoidance of doubt, the Arbitral Tribunal may give an award on the merits of the dispute in favour of one of the parties and still decide that such party shall bear some or all of the costs of the proceedings.

- 7.2.3** The seat of the arbitration shall be Zurich, Switzerland. The Arbitral Tribunal may, after consulting with the parties, conduct hearings and meetings at any location it considers appropriate, unless otherwise agreed by the parties.
- 7.2.4** Unless the Arbitral Tribunal determines otherwise, all filings may be done electronically per e-mail and all hearings may be held virtually.
- 7.2.5** The language of the arbitration shall be English.
- 7.2.6** Arbitral awards issued pursuant to this Constitution may be enforced in any court of competent jurisdiction.
- 7.2.7** Notwithstanding Clause 7.2, Members may:
- (a)** apply to any competent judicial authority for interim or conservatory measures; and
 - (b)** commence court proceedings supporting arbitral proceedings or relating to arbitral awards including, without limitation, setting aside-, exequatur- or enforcement proceedings.
- 7.2.8** The application by a Member to a judicial authority for such measures or the commencement by a Member of such court proceedings shall not be deemed to be an infringement or a waiver of the arbitration agreement and shall not affect the relevant powers reserved to the Arbitral Tribunal.

7.3 Disputes between Members are open to alternative dispute resolution mechanisms ("**ADRM**") in a pre-stage to the ICC arbitration proceedings pursuant to Clause 7.2 if the parties to such disputes so agree. The purpose of this rule is that Members may opt for a relatively cheap and quick preliminary dispute resolution mechanism.

7.4 Members are generally free to agree on any ADRM they deem appropriate, including, without limitation, the ones listed below. There is no time limit for such agreement. If the parties agree on an ADRM, and if the dispute is not fully resolved within the time period the parties have specifically agreed for the ADRM, or (lacking such specific agreement), within six (6) months of the parties having reached agreement on the ADRM, then each party may initiate ICC Arbitration as per Clause 7.2. For the avoidance of doubt, the statute of limitation is suspended during any kind of ADRM and/or any kind of negotiations about the dispute between the parties.

7.5 ADRM may include, without limitation, any of the following forms of dispute resolution:

- 7.5.1** The Members may opt for ICC expert determination, in which case they shall submit their dispute to administered expert proceedings in accordance with the Rules for the Administration of Expert Proceedings of the International Chamber of Commerce.

SCHEDULE 1

CONSTITUTIONAL PARAMETERS

Defined Term:	Parameter:	Value:
DAO Registry		0x1D84b89f92e4308e4296aDe8f0204F6ab958a003
DAO Name	constitution.daoName	Q-AVAX Community DAO
Limitation on possible Expert Panels	constitution.maxPanelPerDAO	10
"Expert Panel Parameters" means, in respect of:		
DAO Guardians	N/A	To be determined

Proposal Type:	Voting Type:	Required Quorum:	Required Majority:	Voting Period:	Veto Period:	Execution Period:	"Veto Right Holders" means, in respect of the proposal type:
General Update Vote	Members with at least 1 Tokens are eligible to propose and vote on proposals.	0.05%	50%	3 days	1 day	21 days	DAO Guardians
Constitution Vote	Members with at least 1 Tokens are eligible to propose and vote on proposals.	0.05%	50%	3 days	1 day	21 days	DAO Guardians
Permission Manager Vote	Members with at least 1 Tokens are eligible to propose and vote on proposals.	0.05%	50%	3 days	1 day	21 days	DAO Guardians
Registry Update Vote	Members with at least 1 Tokens are eligible to propose and vote on proposals.	0.05%	50%	3 days	1 day	21 days	DAO Guardians
"Configuration Parameters"							

Proposal Type:	Voting Type:	Required Quorum:	Required Majority:	Voting Period:	Veto Period:	Execution Period:	"Veto Right Holders" means, in respect of the proposal type:
"" means, in respect of:							
DAO Guardians Membership Vote	Members with at least 1 Tokens are eligible to propose and vote on proposals.	0.05%	50%	3 days	1 day	21 days	DAO Guardians
DAO Guardians General Vote	Expert Panel Members with at least 1 Tokens are eligible to propose and vote on proposals.	0.05%	50%	3 days	1 day	21 days	
DAO Guardians Configuration Parameter Vote	Members with at least 1 Tokens are eligible to propose and vote on proposals.	0.05%	50%	3 days	1 day	21 days	DAO Guardians
DAO Guardians General Parameter Vote	Expert Panel Members with at least 1 Tokens are eligible to propose and vote on proposals.	0.05%	50%	3 days	1 day	21 days	