Read this Participation Agreement ("**Agreement**") carefully before confirming your intent to be bound by it and participating in the dxDAO. This Agreement includes the terms of participation in the dxDAO. You understand, agree and confirm that:

➤ the dxDAO is an experiment in the field of decentralised governance structures, in which participation is entirely at your own risk;

➤ this Agreement has legal consequences and releases, waives or limits our liability to you and your ability to bring future legal actions over your participation in the dxDAO;

➤ if a dispute cannot be resolved amicably within the dxDAO, all your claims arising or in connection with this Agreement shall be settled in binding arbitration in accordance with the arbitration clause contained in this Agreement;

➤ entering into this Agreement constitutes a waiver of your right, if any, to a trial by jury and participation in a class action lawsuit;

➤ this Agreement is cryptographically hashed by every transaction you submit on the Ethereum Blockchain whether via this interface or by direct interaction with the respective smart contracts in the Vote Staking Period (as defined in the Agreement) and any such hash shall constitute conclusive evidence of your intent to be bound by this Agreement and you waive any right to claim otherwise or to argue against its admissibility or authenticity in any legal proceedings;

➤ you have read, fully understood, and accept this disclaimer and all the terms contained in the Participation Agreement.

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dxDAO Participation Agreement
(the "**Agreement**")
May 2019

</div>

BACKGROUND

(1) The dxDAO is a next-generation decentralised autonomous organisation for community governance of software protocols.
(2) The dxDAO is built on the Smart Contract framework for decentralised autonomous organisations developed by DAOstack Limited ("**DAOstack**"). DAOstack's Smart Contract framework is based on its ARC version v0.0.1-rc19 ("**DAOstack's Framework**") and is to enable highly scalable organisations through efficient and resilient decision making in large groups. The design of the dxDAO is an attempt to balance sufficient decentralisation of participation and the provision of meaningful control with regard to decision making and execution. The dxDAO is an experiment to establish a decentralised governance structure without intermediaries.

(3) The purpose of the dxDAO is to govern the DutchX (the "**DutchX**"), an open trading protocol developed for ERC20 tokens by Gnosis Limited ("**Gnosis**") using the Dutch auction mechanism. The DutchX has been designed to prevent manipulation vulnerabilities including frontrunning and serves the overarching goal of fair token pricing. To ensure that the users of the DutchX may influence the parameters of the DutchX, it is hoped to involve as many DutchX participants as possible in the governance of the DutchX.

(4) It is also expected that governance of the DutchX through the dxDAO will close an infrastructural gap of the Ethereum Blockchain by means of providing a decentralised pricing mechanism for the utility token ecosystem. The DutchX provides a fully decentralised trading infrastructure and a decentralised and reliable source of information on token prices that may help several tokens to reach their utility.

(5) Although the technical development of the dxDAO is a project of Gnosis with the support of DAOstack (together the "**Companies**") based on DAOstack's Framework, the contribution of the Companies is limited to providing the technical basis for the dxDAO, including its one month initialisation phase, the ("**Vote Staking Period**"), which runs from 29 May to 28 June 2019.

(6) During the Vote Staking Period, persons wanting to participate in the dxDAO, including DutchX participants, may acquire initial Reputation, which is non-transferable and intrinsic to DAOstack's Framework signifying voting power.

(7) Reputation may be acquired by four methods, all of which target persons with sufficient technical and legal expertise to contribute their industry knowledge to the further development of the trading protocol, and who do not act as consumers.

(8) With the end of the Vote Staking Period on 28 June 2019, the Companies relinquish all control over the dxDAO. Following a freeze period (the "**Freeze Period**"), the Governance Period (the "**Governance Period**") begins on 14 July 2019 through the activation of all governance powers of the dxDAO, including making proposals, voting, predicting, and upgrading the dxDAO. Following activation, the dxDAO has full autonomy over itself and any assets it controls and is then governed by the initial dxDAO Reputation Holders.

AGREED TERMS

1. **THE PARTIES**
    1.1.   Parties to this Agreement are:
        1.1.1.   Gnosis Limited, a company limited by shares incorporated in Gibraltar with company number 115571, whose registered office is at 6, Bayside Road, GX11 1AA, Gibraltar ("**Gnosis**");
        1.1.2.   DAOstack Limited, a company limited by guarantee incorporated in Gibraltar with company number 116055, whose registered office is at Suite 23, Portland House, Glacis Road, GX11 1AA, Gibraltar ("**DAOstack**");
        1.1.3.   Each owner of the Ethereum addresses with which this Participation Agreement was Digitally Signed (as defined in clause 2) (the "**dxDAO Participants**");
        Each referred to as "Party", altogether referred to as "**Parties**".
    1.2.   The Parties have agreed to enter into this Agreement for the purpose of regulating the exercise of their rights and obligations in relation to the Vote Staking Period and/or the Governance Period (as defined in clause 2).

2. DEFINITIONS AND RULES OF INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement:

2.1. Rules of interpretation:

    2.1.1. Terms written in Title Case are defined terms and have the meanings given to them in clause 2.2.

    2.1.2. Clause headings shall not affect the interpretation of this Agreement.

    2.1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), Smart Contract, a decentralised autonomous organisation or similar, unless specified otherwise.

    2.1.4. A reference to writing or written includes email and any Digital Signature (as defined in clause 2.2).

    2.1.5. An obligation of a party not to do something includes an obligation not to allow that thing to be done.

    2.1.6. A reference to this Agreement is a reference to this Agreement as varied or novated (in each case, other than in breach of the terms of this Agreement) from time to time.

    2.1.7. References to clauses are to the clauses of this Agreement.

    2.1.8. Any words following the terms 'including, include, in particular, for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

    2.1.9. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2.2. Definitions:

    2.2.1. "**Agreement Termination Event**": PRIOR TO THE GOVERNANCE PERIOD, a decision by the Companies to terminate this Agreement; and DURING THE GOVERNANCE PERIOD, a successful proposal submitted to the dxDAO that the Agreement shall terminate at a specified time.

    2.2.2. "**Alchemy Earth Interface**": A generic graphical user interface for DAOs built on DAOstack's Framework to facilitate, among other things, the submission, review, voting on and boosting of DAO proposals, which may be used to interact with the dxDAO.

    2.2.3. "**Auctioneering Powers**": give control to one particular Wallet address over six modifiable parameters of the DutchX Smart Contracts, specifically:

        1. Changing the threshold to add tokens to the DutchX;
        2. Changing the threshold of deposited tokens at which auctions may automatically start;
        3. Whitelisting and de-whitelisting of tokens;
        4. Changing the external ETH/USD price feed;
        5. Transfering the Auctioneering Powers to any other Wallet address, and
        6. Updating the DutchX logic (Master Smart Contract).

    2.2.4. "**Automatic MGN Counting**": the automated process of summing up the MGN contained in registered Wallets for Reputation allocation taking place between 12:00 GMT on 27 June 2019 and 11:59 GMT on 28 June 2019.

2.2.5. **"Boosted Proposal"**: A Pending Proposal (1) whose Confidence Level meets the Boosting Threshold without dropping below it during the Pending Proposal Period and (2) that is activated by an External Call.

2.2.6. **"Boosted Proposal Voting Period"**: The period a Boosted Proposal stays open for voting, which is for Boosted Proposals affecting:

    2.2.6.1. the DutchX Scheme and the DAO Admin Scheme, 14 days;

    2.2.6.2. the Contribution Reward Scheme, 7 days.

2.2.7. **"Boosting Threshold"**: Boosting Threshold Constant to the power of the number of outstanding Boosted Proposals.

2.2.8. **"Boosting Threshold Constant"**: a factor of

    2.2.8.1. 1.3 for Proposals affecting the DutchX Scheme or the DAO Admin Scheme;

    2.2.8.2. 1.2 for Proposals affecting the Contribution Reward Scheme.

2.2.9. **"Companies"**: Gnosis and DAOstack.

2.2.10. **"Companies Termination Event"**: as defined in clause 8.

2.2.11. **"Confidence Level"**: total Upstake divided by the total Downstake of a Proposal.

2.2.12. **"Consumer"**: a natural person, who is acting outside the scope of an economic activity.

2.2.13. **"Contribution Award Scheme"**: a Smart Contract that allows - by way of Proposal - changing rewards for token contribution, including sending tokens or ETH to or assign Reputation to a Wallet address.

2.2.14. **"DAO Admin Scheme"**: a Smart Contract that allows - by way of Proposal - giving control over the administrative and constitutional functions of the dxDAO, namely:

    1) Adding/deleting dxDAO Schemes;

    2) Changing the Governance Parameters of any dxDAO Scheme.

2.2.15. **"DAOstake"**: GEN amount by which the dxDAO Smart Contracts automatically stake against any Proposal, which is calculated by multiplying the DAOStake Co-efficient with the average Downstake of all outstanding Boosted Proposals, so long as the DAOstake is equal or larger than the Minimum DAOStake. Where the DAOstake would be lower than the Minimum DAOStake, the Minimum DAOStake applies.

2.2.16. **"DAOstake Coefficient"**: a factor of 0.1 for all dxDAO Schemes.

2.2.17. **"DAOstack's Framework"**: Smart Contract framework for decentralised autonomous organisations developed by DAOstack based on its ARC version v0.0.1-rc19.

2.2.18. **"Digital Signature"**: a transaction on the Ethereum Blockchain, which confirms that a person controls a respective Wallet address and which includes the hash to this Participation Agreement.

2.2.19. **"Digitally Signed"** means executing a transaction on the Ethereum Blockchain that includes a hash to this Participation Agreement.

2.2.20. **"Distributed Heterarchical Network"**: A network where the elements of the organisation are distributed and unranked, such as, for purposes of illustration, Bitcoin or Ethereum.

2.2.21. **"Dispute"**: any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination as well as any tort or other non-contractual claim.

2.2.22.   "**Downstake**": GEN staked against the acceptance of a Proposal.
2.2.23.   "**DutchX**": an open trading protocol for ERC20 tokens designed by Gnosis utilising the Dutch auction mechanism.
2.2.24.   "**dxDAO**": a Distributed Heterarchical Network, regularly referred to as a decentralised autonomous organisation (a "DAO"), created by the deployment of the Foundational Code, which allows the dxDAO Reputation Holders to interact and manage resources transparently, and to which this Agreement refers.
2.2.25.   "**dxDAO Participant**": a person who Digitally Signed this Participation Agreement, including any dxDAO Reputation Holder.
2.2.26.   "**dxDAO Reputation Holder**": the owner(s) of an Ethereum address with an amount of Reputation.
2.2.27.   "**dxDAO Schemes**": the DAO Admin Scheme, the DutchX Scheme, and the Reward Contribution Scheme.
2.2.28.   "**dxDAO Smart Contracts**": set of Smart Contracts based on DAOstack's Framework, including the dxDAO Schemes and the Governance Parameters, and the Vote Staking Smart Contracts.
2.2.29.   "**dxDAO Stakeholder**": a person who participates in the governance processes of the dxDAO, including a dxDAO Reputation Holder, a dxDAO Participant, a Predictor and Proposer.
2.2.30.   "**DutchX Scheme**": a Smart Contract that allows interaction with the DutchX by way of Proposal to exercise any of the Auctioneering Powers.
2.2.31.   "**Expire**": A Regular Proposal expires at the end of the Regular Proposal Voting Period, if it neither met the Non-Boosted Acceptance Threshold nor its complement, the Non-Boosted Rejection Threshold, during the Regular Proposal Voting Period.
2.2.32.   "**External Call**": A function call to the dxDAO Smart Contracts executed by any Wallet address to effect a change in the Proposal's state in accordance with the consensus rules.
2.2.33.   "**External Call Reward**": GEN amount paid to a person placing an External Call to execute a Boosted Proposal, which is $(t/150)\%$ but at most 10% of the total Upstake of the respective Boosted Proposal, where t is the number of seconds passed since the conclusion of Proposal voting.
2.2.34.   "**Force Majeure Event**": any event beyond Our reasonable control, including, but not limited to, flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or bugs including network splits or Forks or unexpected changes in a network upon which the provision of the Vote Staking Interface and the coordination of the Vote Staking Period rely, as well as hacks, phishing attacks, distributed denials of service or any other security attacks on the Foundational Code.
2.2.35.   "**Fork**": a change to the underlying protocol of a blockchain that results in more than one version of that blockchain.
2.2.36.   "**Foundational Code**": the dxDAO-, Automatic MGN Counting and Reputation distribution- Smart Contracts and the integration between such Smart Contracts and the DutchX.

2.2.37. **"Freeze Period"**: the time period between the end of the Vote Staking Period and the Governance Period.

2.2.38. **"GEN"**: DAOstack's native ERC20 token.

2.2.39. **"Governance Parameters"**: the Non-Boosted Acceptance Threshold, Non-Boosted Rejection Threshold, Regular Proposal Voting Period, Boosted Proposal Voting Period, Boosting Threshold, Boosting Threshold Constant, Quiet Ending Period, Proposer Reward, Pre-Boost Voting Reputation Stake, DAOstake, Minimum DAOstake, DAOstake Coefficient, Pending Proposal Period and External Call Reward.

2.2.40. **"Governance Period"**: The open-ended time period starting at 12:00 GMT on 14 July 2019 with the simultaneous activation of all dxDAO Schemes.

2.2.41. **"Governance Subsidy"**: Balance of GEN held in the dxDAO Smart Contracts used as DAOStake and any other purpose authorised by way of Proposal by the dxDAO Reputation Holders.

2.2.42. **"Initial Reputation"**: 980,000 Reputation distributed during the Vote Staking Period.

2.2.43. **"Liquidity Contribution"**: An amount of up to 0.5% of the DutchX user's total trading volume, which is added as a sell volume in the subsequent auction of the same trading pair to increase the liquidity on the DutchX. This Liquidity Contribution is not a fee extracted from the DutchX. Where a DutchX user has OWL in their Wallet, OWL may be used to settle up to 50% of the Liquidity Contribution, which are automatically burned thereafter.

2.2.44. **"Lockable Whitelisted Tokens"**: Whitelisted Tokens for which the Price Oracle can generate a price feed.

2.2.45. **"MGN"**: ERC20 token generated from trading any Whitelisted Token with another Whitelisted Token on the DutchX at the rate of 1 MGN to 1 ETH and credited to the trader when claiming back the tokens after the auction has ended,

2.2.46. **"Minimum DAOStake"**: Minimum GEN amount staked automatically against any Proposal by the dxDAO Smart Contracts, in the case of Proposals affecting:

    2.2.46.1. the DutchX Scheme, 500 GEN;

    2.2.46.2. the Contribution Reward Scheme, 250 GEN;

    2.2.46.3. the DAO Admin Scheme, 1000 GEN.

2.2.47. **"Non-Boosted Acceptance Threshold"**: the percentage of Reputation votes required for a Regular Proposal to be accepted, which is for all dxDAO Schemes more than 50% of the outstanding Reputation of the dxDAO (i.e. the absolute majority).

2.2.48. **"Non-Boosted Rejection Threshold"**: the percentage of Reputation votes required for a Regular Proposal to be rejected by vote (as distinguished from rejection by expiration), which is for all dxDAO Schemes 50% or more of the outstanding Reputation of the dxDAO.

2.2.49. **"OWL"**: an ERC20 token that may be generated by locking GNO, Gnosis' native ERC20 token, whereby 1 OWL is valued equivalent to 1 USD for use on Gnosis' protocols and platforms.

2.2.50. **"Party Termination Event"**: has the meaning given in clause 8.

2.2.51. **"Pending Proposal"**: a Proposal whose Confidence Level passed the Boosting Threshold within the Pending Proposal Period, whereby it will revert to being a Regular Proposal if its Confidence Level drops below its earlier Boosting Threshold at any point during the Pending Proposal Period.

2.2.52. **"Pending Proposal Period"**: the period a Pending Proposal stays pending after having passed its Boosting Threshold and is for Proposals affecting:

2.2.52.1. the DutchX Scheme and the DAO Admin Scheme, 2 days;

2.2.52.2. the Contribution Reward Scheme, 1 day.

2.2.53. **"Pre-boost Voting Reputation Stake"**: in each dxDAO Scheme, 4% of a dxDAO Reputation Holder's Reputation deducted for voting on a Regular Proposal or a Proposal prior to it being boosted, and returned to the dxDAO Reputation Holder, if the dxDAO Reputation Holder's vote aligns with the voting outcome, and retained, where this is not the case.

2.2.54. **"Predictor"**: person participating in the Prediction Challenge.

2.2.55. **"Prediction Challenge"**: a mechanism built into the dxDAO Proposal process that involves:

2.2.55.1. the dxDAO automatically staking the DAOstake against a Proposal's acceptance;

2.2.55.2. allowing anyone to stake GEN in favour of or against a Proposal;

2.2.55.3. in the case of an accepted or rejected Boosted Proposal, paying the total Upstake (minus the External Call Reward) and the total Downstake to the Predictors, whose predictions were aligned with the correct outcome, distributed in proportion to their share of the GEN staked on the correct outcome;

2.2.55.4. in the case of a Regular Proposal decided by vote, paying the total GEN staked on the correct outcome and incorrect outcome to the Predictors, whose predictions were aligned with the correct outcome, distributed in proportion to their share of the GEN staked on the correct outcome;

2.2.55.5. in the case of an expired Regular Proposal, returning the total Up- and Downstake to its respective Predictors.

2.2.56. **"Price Oracle"**: a Smart Contract determining the token price of a Whitelisted Token (in ETH) listed on the Dutch X by taking the median of the last nine auctions of that token on the DutchX, so long as those auctions have run consecutively, else the Smart Contract will not return a price feed.

2.2.57. **"Proposal"**: a suggestion for actions to be taken by the dxDAO functionally categorised into any of the three dxDAO Schemes, which may be submitted by anyone to be voted on by the dxDAO Reputation Holders in accordance with the Governance Parameters and the DAOstack's Framework.

2.2.58. **"Proposer"**: a person submitting a Proposal to the dxDAO.

2.2.59. **"Proposer Reward"**: Reputation amount awarded to Proposers of successful Proposals, in the case of Proposals affecting:

2.2.59.1. the DutchX Scheme, 1000 Reputation;

2.2.59.2. the Contribution Reward Scheme, 500 Reputation;

2.2.59.3. the DAO Admin Scheme, 2000 Reputation.

2.2.60. **"Quiet Ending Period"**: Period in which a Proposal's expected outcome may not change, which is for Proposals affecting:

2.2.60.1. the DutchX Scheme and the DAO Admin Scheme, 4 days,

2.2.60.2. the Contribution Reward Scheme, 2 days.

2.2.61. "**Regular Proposal**": a Proposal whose Confidence Level has not met the Boosting Threshold in the Prediction Challenge.

2.2.62. "**Regular Proposal Voting Period**": The period a Regular Proposal stays open for voting by the dxDAO Reputation Holders, which is for Regular Proposals affecting:

2.2.62.1. the DutchX Scheme and the DAO Admin Scheme, 90 days;

2.2.62.2. the Contribution Reward Scheme, 45 days.

2.2.63. "**Related Parties**": the Companies' parents, subsidiaries, affiliates, assigns, transferees as well as any of their representatives, principals, agents, directors, officers, employees, consultants, members, shareholders or guarantors.

2.2.64. "**Reputation**": a measure of voting power in the dxDAO that attaches to a specific Wallet address and is non-transferable, whereby the greater the amount of Reputation a person holds, the greater the person's voting power.

2.2.65. "**Smart Contract**": autonomous software code that is deployed on the Ethereum Blockchain.

2.2.66. "**Upstake**": GEN staked in favour of the acceptance of a Proposal.

2.2.67. "**Vote Staking Interface**": a graphical user interface developed by DAOstack to facilitate participation in the Vote Staking Period.

2.2.68. "**Vote Staking Period**": the time period beginning at 12:00 GMT on 29 May 2019 and ending at 11:59 GMT on 28 June 2019, with the distribution of the Reputation occurring during the Freeze Period.

2.2.69. "**Wallet**": an ERC20 compatible wallet through which dxDAO Stakeholders have access to and control of their private keys.

2.2.70. "**We**", "**Our**", "**Us**": at all times refers to the Companies, and WITH THE START OF THE GOVERNANCE PERIOD also to the dxDAO.

2.2.71. "**Whitelisted Token**": an ERC20 Token that when traded on the DutchX with another whitelisted token generates MGN.

2.2.72. "**You**", "**Your**", "**Yourself**": refers, at all times, to each dxDAO Participant.

3. SCOPE OF GNOSIS AND DAOSTACK INVOLVEMENT

3.1. The technical development of the dxDAO is a project of Gnosis with the support of DAOstack based on DAOstack's Framework (together the "**Companies**"). The contribution of the Companies is limited to providing the open-sourced "**Foundational Code**" of the dxDAO, as well as the mechanism design of the Initial Reputation distribution and the initial Governance Parameters.

3.2. Beyond this, DAOstack's involvement is limited to the provision of the Vote Staking Interface until the end of the Vote Staking Period only. Gnosis' involvement is limited to the coordination of the Vote Staking Period until the end of the Vote Staking Period only.

3.3. Subject to the occurrence of a Force Majeure Event, the Companies will cease any remaining controls over any dxDAO Smart Contract processes with the distribution of Reputation to the dxDAO Reputation Holders.

3.4. Neither Gnosis nor DAOstack are participating in the Vote Staking and consequently will not become dxDAO Reputation Holders by way of Initial Reputation distribution.

4. FUNCTIONING OF VOTE STAKING AND / DXDAO GUI

4.1. The Vote Staking Period to earn Reputation in the dxDAO precedes the dxDAO launch.

4.2. During the Vote Staking Period, the Initial Reputation may be earned by distinct methods in four categories:

    4.2.1. 8% (80k) of the Initial Reputation is distributed to those who lock Ether ("**ETH**").

        4.2.1.1. At the time of the lock, a dxDAO Participant must specify the number of days and the amount of ETH to lock. The maximum lock period is 30 days.

        4.2.1.2. There is no limit to the amount of ETH that the dxDAO Participant may lock.

        4.2.1.3. A dxDAO Participant's individual score X is calculated in accordance with the following formula:

$$X = Amount\ of\ ETH * Locking\ Duration\ in\ days$$

        4.2.1.4. At the end of the Vote Staking Period, the dxDAO Participant is awarded a percentage of the 80k Reputation allocated based on the individual score X in proportion to the sum of the scores of all dxDAO Participants of that particular category.

        4.2.1.5. At the end of the chosen locking period, a dxDAO Participant may reclaim their locked tokens by unlocking.

        4.2.1.6. Under no circumstances may the locked ETH be unlocked prior to the chosen locking period.

    4.2.2. 30% (300k) of the Initial Reputation is distributed to those who lock Lockable Whitelisted Tokens.

        4.2.2.1. At the time of the lock, a dxDAO Participant must specify the number of days of the lock and the number of tokens to lock. The maximum lock period is 30 days.

        4.2.2.2. There is no limit to the number of tokens that the dxDAO Participant may lock.

        4.2.2.3. The price of the tokens is determined by the Price Oracle at the time of the lock.

        4.2.2.4. A dxDAO Participant's individual score Y is calculated in accordance with the following formula:

$$Y = Amount\ of\ whitelisted\ token * Locking\ duration\ in\ days * Price\ of\ token\ at\ the\ time\ of\ lock$$

        4.2.2.5. At the end of the Vote Staking Period, the dxDAO Participant is awarded a percentage of the 300k Reputation allocated based on their individual score Y in proportion to the sum of the scores of all dxDAO Participants of that particular category.

        4.2.2.6. At the end of the chosen locking period, a dxDAO Participant may reclaim their locked tokens by unlocking.

        4.2.2.7. Under no circumstances may the locked tokens be unlocked prior to the end of the chosen locking period.

4.2.3. 50% (500k) of the Initial Reputation is distributed to those dxDAO Participants who actively *register MGN* through registering their Wallets, which contain or will contain MGN.

    4.2.3.1. Prior to 11:59 GMT on 27 June 2019 Wallets may be registered via the Vote Staking Interface for Automatic MGN Counting, which occurs between 12:00 GMT on June 27, 2019 and 11:59 on June 28, 2019.

    4.2.3.2. Where MGN accrue in or are added to a registered Wallet after Automatic MGN Counting, the MGN are not counted towards such dxDAO Participant's Reputation allocation.

    4.2.3.3. dxDAO Participants who have not registered their Wallets for Automatic MGN Counting may manually register for MGN counting between 12:00 GMT on 27 June 2019 and before 11:59 GMT on 28 June 2019. However, registration close to the end of the Vote Staking Period is not advised due to potential congestion on the Ethereum Blockchain.

    4.2.3.4. Reputation will be allocated in proportion to the sum of scores of all dxDAO Participants of that particular category.

4.2.4. 10% (100k) of the Initial Reputation will be distributed to those dxDAO Participants who participate in any, some or all of 10 consecutive GEN auctions, whereby each auction contains 1% (10k) of Initial Reputation.

    4.2.4.1. At the end of the Vote Staking Period, every auction participant will be awarded Reputation proportionally to the amount of GEN they bid in an auction relative to the total amount of GEN bid by all participants in that *same* auction.

    4.2.4.2. The collected GEN become the property of the dxDAO constituting the initial funding of the Governance Subsidy. They *cannot* be reclaimed by the auction participants.

4.3. DxDAO Participants may gain Reputation cumulatively by using any or all of the methods in the categories described in clause 4.2 by direct interaction with the Vote Staking Smart Contracts or via the Vote Staking Interface.

5. FUNCTIONING OF THE GOVERNANCE PERIOD

5.1. Subject the occurrence of a Force Majeure Event, in the Freeze Period the Companies will cease any and all controls over the dxDAO Smart Contracts, which become fully controlled by the dxDAO with the start of the Governance Period.

5.2. In the Governance Period, all dxDAO decisions shall be taken by way of Proposal by the dxDAO Reputation Holders in accordance with the Governance Parameters and the dxDAO Schemes.

5.3. Changes to the Governance Parameters may be made by way of Proposal within the DAO Admin Scheme.

5.4. Proposals may be submitted by any Wallet address.

5.5. Each Proposal is subject to a Prediction Challenge until it becomes a Boosted Proposal. As part of the Prediction Challenge, the dxDAO automatically stakes the DAOStake against the acceptance of the Proposal. Any Holder of GEN may also stake with GEN either in favour or against a Proposal. Where a Proposal's Confidence Level exceeds the Boosting Threshold, the Proposal becomes a Pending Proposal. If at any

time during the Pending Proposal Period, a Pending Proposal's Confidence Level falls below the Earlier Boosting Threshold, a Pending Proposal reverts back to being a Regular Proposal.

5.6. A Pending Proposal becomes a Boosted Proposal if (1) the Pending Proposal Period has ended, (2) its Confidence Level is above the then current Boosting Threshold and (3) an External Call is made to boost it.

5.7. Predictions on Boosted Proposals are not possible.

5.8. A Boosted Proposal passes if the Boosted Proposal receives more Reputation votes in its favour than against it. A Boosted Proposal fails if the Boosted Proposal receive more Reputation votes against it than in its favour. Boosted Proposals are open for vote by dxDAO Reputation Holders for the length of the Boosted Proposal Voting Period subject to the Quiet Ending Period, if any.

5.9. A Regular Proposal is accepted if and when the number of Reputation votes in favour of the Proposal meets the Non-Boosted Acceptance Threshold. A Regular Proposal is rejected if and when the number of Reputation votes against the Regular Proposal meets the Non-Boosted Rejection Threshold. Regular Proposals Expire with the end of the Regular Proposal Voting Period, if they have neither been accepted nor rejected *by vote*.

5.10. Where within the length of the Quiet Ending Period prior to the expected end of the Boosted Proposal Voting Period, a Reputation vote changes the expected voting outcome, the Boosted Proposal Voting Period is extended such that voting on the Proposal remains open for the length of another Quiet Ending Period. This process is repeated until no decision change occurs within the respective Quiet Ending Period.

5.11. To accept and reject a Boosted Proposal after the end of the voting period, a person may place an External Call for which the person is paid the External Call Reward. This External Call Reward is subtracted from the Upstake on the Boosted Proposal.

5.12. Where a Boosted Proposal is accepted, the total Upstake (minus the External Call Reward) together with the total Downstake will be paid to the aligned Predictors, distributed in proportion to their share of the total Upstake. Where a Boosted Proposal is rejected, the total Downstake together with the total Upstake (minus the External Call Reward) is paid to the aligned Predictors, distributed in proportion to their share of the total Downstake.

5.13. Where a Regular Proposal is either accepted or rejected by vote, the total GEN amount staked on the correct outcome together with the total GEN amount staked on the incorrect outcome is paid to the aligned Predictors, distributed in proportion to each Predictor's share in the total GEN staked on the correct outcome.

5.14. Where a Regular Proposal Expires, the total Up- and Downstake are returned to the respective Predictors.

5.15. Where a Proposal is accepted, the Proposer is allocated the Proposer Reward.

5.16. Where a dxDAO Reputation Holder votes on a Regular Proposal or a Pending Proposal, the Pre-boost Voting Reputation Stake is subtracted at the time of voting from the dxDAO Reputation Holder's Reputation. Where the dxDAO Reputation Holder's vote aligned with the final voting outcome, the Pre-boost Voting Reputation Stake is returned together with a share of the Pre-boost Reputation Stakes of dxDAO Reputation Holders, whose vote did not align with the final outcome, allocated pro rata to the aligned dxDAO Reputation Holder's Reputation share.

6. REPUTATION IS NON-TRANSFERABLE

6.1. The Reputation distributed under this Agreement to a Wallet address is person-specific and may not be transferred by law or technology to another Party or a non-Party. A transfer in this sense means the change of Reputation between two persons with legal personality. All forms of transfer are prohibited, including those that occur by technically bypassing the restrictions on-chain and those that occur by transferring or assigning the Wallet off-chain.

6.2. The prohibition of clause 6.1 does not include a reallocation of Reputation by decision of the dxDAO. By way of proposal, the dxDAO may strip the Reputation of a dxDAO Reputation Holder and may reallocate the stripped Reputation to other or new dxDAO Participants.

6.3. Where it becomes apparent that Reputation has been transferred to another person in violation of clause 6.1, the dxDAO may by way of Proposal decide to strip the corresponding Wallet address of any or all of its Reputation.

7. EXECUTION, COMMENCEMENT, AND DURATION

7.1. This Agreement is executed by counterparts through Digital Signature and may be Digitally Signed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

7.2. This Agreement comes into effect when a minimum of two dxDAO Participants have Digitally Signed it in accordance with clause 7.1.

7.3. This Agreement shall be in force until the occurrence of an Agreement Termination Event.

7.4. Any provision of this Agreement that expressly or by implication is intended to come into or continue to be in force on or after an Agreement Termination Event (including this clause 7, and clauses 8, 10-16, 19-21, 25-27) shall remain in full force and effect.

8. TERMINATION OF DXDAO PARTICIPATION

8.1. PRIOR TO THE GOVERNANCE PERIOD, this Agreement may not be terminated in the Vote Staking Period, except at the Companies' sole discretion.

8.2. IN THE GOVERNANCE PERIOD:

8.2.1. A dxDAO Reputation Holder ceases to be a Party to this Agreement and the dxDAO, if a Proposal for expulsion (in accordance with clause 9) or resignation is submitted to the dxDAO and passed successfully. Any such proposal may be submitted by the dxDAO Reputation Holder to be stripped of Reputation themselves, any other Party or a non-Party.

8.2.2. A dxDAO Reputation Holder also ceases to be a Party to this Agreement and the dxDAO by providing by way of Proposal proof of having irreversibly relinquished control of their Wallet address with Reputation to an ownerless address, whereby it is not required that such Proposal is accepted.

8.3. A termination pursuant to clause 8.1 ("**Companies Termination Event**") and clause 8.2 ("**Party Termination Event**") shall neither affect the continuance of the dxDAO, nor the Agreement between the remaining Parties, nor - subject to clause 13 - any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of

such event, including the right, if any, to claim damages in respect of any breach of the Agreement which existed at or before the date of such event.

8.4. Any provision of this Agreement that expressly or by implication is intended to come into or continue to be in force on or after a Companies Termination Event or Party Termination Event (including this clause 8, and clauses 10-16, 19-21, 25-27) in relation to the respective dxDAO Reputation Holder shall remain in full force and effect.

9. REASONS FOR TERMINATION OF PARTICIPATION

9.1. The dxDAO Reputation Holders may in their sole discretion strip the Reputation from a Wallet address for cause. A cause is given, where the dxDAO finds that the dxDAO Reputation Holder:

9.1.1. committed any serious breach or persistent breaches of this Agreement or applicable laws; or

9.1.2. is guilty of conduct which, in the opinion of the other dxDAO Reputation Holders is likely to have a serious adverse effect on the dxDAO.

10. REPRESENTATIONS AND WARRANTIES BY DXDAO PARTICIPANTS

You hereby represent and warrant to each of the other Parties:

10.1. This Agreement constitutes legally valid obligations binding on You and enforceable against You in accordance with the Agreement's terms.

10.2. Your entry into and performance of this Agreement and the transactions contemplated thereby do not and will not contravene or conflict with any law, regulation or judicial or official order applicable to You.

10.3. In entering into this Agreement, You do not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

10.4. You have obtained all required or desirable authorisations to enable You to enter into, exercise Your rights and comply with Your obligations under this Agreement. All such authorisations are in full force and effect.

10.5. You are acting on Your own behalf and not for the benefit of any other person.

10.6. The choice of English law as the governing law of this Agreement will be recognised and enforced in Your jurisdiction of domicile or incorporation or registration, as the case may be.

10.7. You are the owner(s) of the Wallet used to sign this Agreement and have the capacity to control such Wallet.

10.8. The dxDAO does not have custody of Your Wallet.

10.9. You are responsible to implement all appropriate measures for securing Your Wallet, including any private keys, seed words or other credentials necessary to access such storage mechanism.

10.10. You have reached Your legal age of majority in Your jurisdiction.

10.11. You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, token storage facilities (including Wallets), blockchain technology and blockchain-based software systems.

10.12. You do not act as a Consumer.

10.13. You have obtained sufficient information about the dxDAO to make an informed decision to become a Party to this Agreement.

10.14.   Participating in the dxDAO under this Agreement is not unlawful or prohibited under the laws of Your jurisdiction or under the laws of any other jurisdiction to which You may be subject and shall be in full compliance with applicable laws (including, but not limited to, in compliance with any tax or disclosure obligations to which You may be subject in any applicable jurisdiction).

10.15.   You understand and accept that the dxDAO is an experiment and that You participate at Your own risk in the dxDAO and that these risks (some of which are set out in clause 11) are substantial.

10.16.   You acknowledge that these risks may be the result of negligent acts, omissions, and/or carelessness of the Companies, the Related Parties or other dxDAO Participants.

10.17.   You understand that all transactions executed in accordance with clauses 4 and 5 are on-chain on the Ethereum Blockchain and accordingly immutable and irreversible.

10.18.   You understand that such transactions may not be erased and that Your Wallet address and transaction is displayed permanently and publicly and that You relinquish any right of rectification or erasure of personal data.

10.19.   You do not participate with the expectation of profits or any other financial reward. You acknowledge that the Liquidity Contribution is a measure to provide liquidity to the DutchX and shall not be construed, interpreted, classified or treated as enabling, or according any opportunity to You to participate in or receive profits, income, or other payments from the dxDAO or the DutchX.

10.20.   You are not in or under the control of, or a national or resident of any country subject to United States embargo, United Nations or EU sanctions or the HM Treasury's financial sanctions regime, or on the U.S. Treasury Department's Specially Designated Nationals List, the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, the EU's consolidated list or the HM Treasury's financial sanctions regime.

11.   GENERAL RISKS

You are fully aware of, understand and agree to assume all the risks (including direct, indirect or ancillary risks) associated with participating in the dxDAO including:

11.1.   THE NECESSITY FOR YOU TO TAKE YOUR OWN SECURITY MEASURES FOR THE WALLET USED TO PARTICIPATE TO AVOID A LOSS OF ACCESS: The dxDAO does not provide any central entity that can store or restore the access data of dxDAO Participants. You need to keep Your private keys, seed phrases or other credentials necessary to access Your Wallet in safe custody.

11.2.   THE IMMUTABILITY AND IRREVERSIBILITY OF ETHEREUM TRANSACTIONS: Errors, false inputs or other errors are solely the responsibility of each individual dxDAO Participant. Neither the Companies nor the other dxDAO Participants shall have an obligation whatsoever to reverse or assist to reverse any false transaction.

11.3.   THE CREATION OF MORE THAN ONE VERSION OF THE ETHEREUM BLOCKCHAIN DUE TO FORKS: In the event of a Fork, Your transactions may not be completed, completed partially, incorrectly completed, or substantially delayed. No Party is responsible for any loss incurred by You caused in whole or in part, directly or indirectly, by a Fork of the Ethereum Blockchain.

11.4.   REMAINING SMART CONTRACT RISKS: DESPITE SEVERAL SECURITY AUDITS, THERE MAY BE VULNERABILITIES IN THE DEPLOYED SMART CONTRACTS: You may experience damage or loss (including financial loss) caused by the existence, identification and/or exploitation of these vulnerabilities through hacks, mining

attacks (including double-spend attacks, majority mining power attacks and "selfish-mining" attacks), sophisticated cyber-attacks, distributed denials of service or other security breaches, attacks or deficiencies.

11.5. THE POTENTIAL EXISTENCE OF PHISHING WEBSITES WHICH PRETEND TO BE THE DXDAO USER INTERFACE DUE TO MINIMAL VARIATIONS IN SPELLING: It is Your obligation to carefully check that You are accessing the correct domain.

11.6. THE EXPERIMENTAL STATUS OF THE DAOSTACK FRAMEWORK: Usage of DAOstack's Framework has not been tested in large groups and is of experimental nature. All decisions are based on the relative or absolute majority, depending on whether a Proposal has been boosted. No distinction is made according to the subject matter of the decision and no protection is provided for minority interests.

11.7. DEPENDENCIES ON EXTERNAL DATA CENTERS: Some computations may involve external data centers. You agree that We shall not be responsible for any errors or omissions by the data centers operated by third parties.

11.8. CONSTANT AND DYNAMIC REGULATORY DEVELOPMENTS WITH REGARD TO CRYPTO ASSETS: Applicable laws may be uncertain and/or subject to clarification, implementation or change.

12. COVENANTS

12.1. You covenant with the other Parties as set out in clause 12.2 and 12.3, respectively, and undertake to comply with those covenants.

12.2. Each dxDAO Reputation Holder shall:

12.2.1. actively participate in the decision-making process;

12.2.2. support the purpose of the dxDAO as described in the Background and refrain from any action that may conflict with or harm that purpose;

12.2.3. not sell or transfer or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the dxDAO Reputation Holder's Reputation unless it is to give up control of the corresponding Wallet address by irreversible measures to an ownerless address;

12.2.4. to the extent that the dxDAO Reputation Holder has the capacity to do so, exercise their Reputation to procure that the provisions of this Agreement are properly and promptly observed and given full force and effect according to the spirit and intention of the Agreement;

12.3. Each dxDAO Participant (including each dxDAO Reputation Holder) shall:

12.3.1. comply in all respects with all relevant laws to which You may be subject, if failure to do so would materially impair Your ability to perform Your obligations under this Agreement;

12.3.2. not attempt to gain unauthorised access to the Vote Staking Interface or the Alchemy Earth Interface and/or to interact with the Smart Contracts in any matter not contemplated by this Agreement;

12.3.3. not to sue any of the Companies, the Related Parties or dxDAO Participants for any of the Released Claims that you have waived, released, or discharged in clause 13 or for any other claims;

12.3.4. inform Yourself continuously about the regulatory status of DLT and crypto assets to ensure compliance with the legal framework applicable to You when taking part in the decision-making process of the dxDAO;

12.3.5. comply with all legislation, regulations, professional standards and other provisions as may govern the conduct of the dxDAO;

12.3.6. comply with any applicable tax obligations in their jurisdiction arising from their interaction with the dxDAO;

12.3.7. not misuse the Vote Staking Interface, the Alchemy Earth Interface and/or the Smart Contract by knowingly introducing viruses, bugs, worms or other material that is malicious or technologically harmful;

12.3.8. not use the dxDAO to finance, engage in, or otherwise support any unlawful activities.

13. WAIVER AND RELEASE OF RECOURSE TO LEGAL ACTION

13.1. You hereby irrevocably release and forever discharge all and/or any actions, suits, proceedings, claims, rights, demands, however arising, whether for damages, loss or injury sustained, loss of profits, accounting, set-offs, costs or expenses or for any other remedy, whether in England & Wales or any other jurisdiction, whether or not presently known to the Parties or to the law, and whether in law or equity, that You ever had, may have or hereafter can, shall or may have against the Companies, any of their Related Parties or any other dxDAO Participant arising out of or connected with this Participation Agreement, the dxDAO, or any other matter arising out of or connected with the relationship between the Parties (collectively, the "**Released Claims**").

13.2. Each dxDAO Participant agrees not to sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against the Companies, their Related Parties or any other dxDAO Participant any action, suit, arbitral proceedings or other proceedings concerning the Released Claims in England & Wales or any other jurisdiction.

14. INDEMNITY

14.1. You shall indemnify the Companies and the Related Parties against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profits, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred arising out of or in connection with Your breach of this Agreement, and any of Your acts or omissions that infringe the rights of any Party under this Agreement, including

14.1.1. Your breach of any of the warranties, representations, waivers, releases and covenants contained in clauses 10 to 13;

14.1.2. Your breach or negligent performance or non-performance of this Agreement;

14.1.3. any claim made against any of the Companies or any of their Related Parties for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Your participation in the Vote Staking Period or Governance Period;

14.1.4. any claim made against any of the Companies or any of their Related Parties by a third party arising out of or in connection with Your breach of the warranties, representations, waivers, releases or covenants as contained in clauses 10 to 13;

14.1.5. any claim made against any of the Companies or any of their Related Parties by a third party for loss or damage to property arising out of or in connection with Your participation in the Governance Period of the dxDAO;

14.1.6.   any claims made by You or other persons, for liabilities assessed against any of the Companies, or any of the Related Parties, including but not limited to legal costs, attorneys' fees and dispute resolution expenses, arising out of or resulting from, directly or indirectly, in whole or in part, Your breach or failure to abide by any part of this Agreement.

14.2.   The indemnity set out in this clause 14 shall apply whether or not You have been negligent or at fault and is in addition to, and not in lieu of, any other remedies that may be available to the Related Parties under applicable law.

14.3.   The provisions of this clause shall be for the benefit of the Companies and their Related Parties and shall be enforceable by each of the Companies and also each of the Related Parties.

14.4.   If a payment due from You under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Companies and/or the Related Parties shall be entitled to receive from You such amounts as shall ensure that the net receipt, after tax, to the Companies and the Related Parties in respect of the payment is the same as it would have been were the payment not subject to tax.

15. DISCLAIMER OF WARRANTIES

THE DXDAO IS AN EXPERIMENT IN THE FIELD OF DECENTRALISED GOVERNANCE STRUCTURES. ACCORDINGLY, THE FOUNDATIONAL CODE, THE VOTE STAKING INTERFACE, THE ALCHEMY EARTH INTERFACE AND THE COORDINATION OF THE VOTE STAKING PERIOD ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, LEGALITY, VALIDITY, ADEQUACY OR ENFORCEABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO OR USE OF THE FOUNDATIONAL CODE, THE PROVISION OF THE VOTE STAKING INTERFACE AND THE ALCHEMY EARTH INTERFACE AND COORDINATION OF THE VOTE STAKING PERIOD WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

16. LIMITATION OF LIABILITY

16.1.   PARTICIPATION IN OR INTERACTION WITH THE DXDAO IS AT A PERSON'S OWN RISK AND THE PERSON ASSUMES FULL RESPONSIBILITY FOR SUCH PARTICIPATION OR INTERACTION. WE EXCLUDE ALL IMPLIED CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS THAT MAY APPLY TO THE FOUNDATIONAL CODE, THE VOTE STAKING INTERFACE, THE ALCHEMY EARTH INTERFACE AND THE COORDINATION OF THE VOTE STAKING PERIOD. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE THE FOUNDATIONAL CODE, THE VOTE STAKING INTERFACE OR THE ALCHEMY EARTH INTERFACE. WE WILL NOT BE LIABLE FOR LOSS OF PROFITS, SALES, BUSINESS, OR REVENUE, BUSINESS INTERRUPTION, ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE.

16.2. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, disclaimers, exclusions, and limitations of liability under this Agreement will not apply to the extent prohibited by applicable law. Insofar as the aforementioned elements of the Agreement can be applied in a legally compliant manner, they remain binding to the maximum extent permitted by applicable law.

16.3. Unless expressly provided otherwise in this Agreement, any remaining liability of the Parties for obligations under this Agreement shall be several only and extend only to any loss or damage arising out of their own breaches.

17. VARIATION

17.1. PRIOR TO THE GOVERNANCE PERIOD, no variation of this Agreement shall be effective, unless it is agreed by the Companies. Any variation agreed between the Companies, published on https://github.com/gnosis/dx-daostack and communicated on https://t.me/dxDAO shall bind the dxDAO Participants.

17.2. IN THE GOVERNANCE PERIOD, no variation of this Agreement shall be effective unless it is voted on by way of Proposal, which is accepted.

18. SEVERABILITY

18.1. If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

18.2. If such modification is not possible, the relevant provision shall be deemed deleted and replaced by the application of the law that complies with the remaining Agreement to the maximum extent. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

19. ENTIRE AGREEMENT

19.1. This Agreement constitutes the entire and exclusive agreement between the Parties regarding its subject matter and supersedes and replaces any previous or contemporaneous written or oral contract, promises, assurances, warranty, representation or understanding regarding its subject matter and/or the dxDAO, whether written, coded or oral, including any version of the dxDAO Whitepaper.

19.2. Each Party acknowledges that in entering into this Agreement they do not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

19.3. No party shall have a claim for innocent or negligent misrepresentation or misstatement based on any statement in this Agreement.

20. NO WAIVER

A failure or delay by any Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

21. NO THIRD PARTY RIGHTS

21.1.   Unless expressly stated otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

21.2.   The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any third party.

22. RELATIONSHIP OF THE PARTIES

22.1.   Nothing in this Agreement is intended to, nor shall create any partnership, joint venture, agency or trusteeship.

22.2.   The Parties agree on the coordination form of a Distributed Heterarchical Network.

22.3.   Each Party confirms:

22.3.1.   it is acting on its own behalf and not for the benefit of any other person;

22.3.2.   it is liable for its own taxes;

22.3.3.   the Parties have no fiduciary duties or equivalent obligations towards each other.

23. FORCE MAJEURE

If the Foundational Code, the coordination of the Vote Staking Period and/or provision of the Vote Staking Interface are affected, hindered or made impossible in whole or in part by a Force Majeure Event, this shall under no circumstances be deemed a breach of this Agreement and no loss or damage shall be claimed by reason thereof.

24. NO ASSIGNMENT

24.1.   dxDAO Participants may not assign or transfer any of their rights or duties arising out of or in connection with this Agreement to a third party. Any such assignment or transfer shall be void and shall not impose any obligation or liability on the Parties to the assignee or transferee.

24.2.   The Companies may assign their rights or duties arising out of or in connection with this Agreement to any of their affiliates or in connection with a merger or other disposition of all or substantially all of their assets.

25. COMPLAINTS PROCEDURE

25.1.   IF PRIOR TO THE GOVERNANCE PERIOD, a problem arises between a You and either one or both of the Companies:

25.1.1.   the Company's goal is to learn about and address your concerns. You are to refer the matter first to dxDAO public chat on telegram under https://t.me/dxDAO and include the following information:

25.1.1.1.   name and surname;

25.1.1.2.   associated Wallet address;

25.1.1.3.   email address (or other recognition details);

25.1.1.4.   detailed enquiry description;

25.1.1.5.   the date and time that the issue arose;

25.1.1.6.   the outcome sought.

25.1.2.   Where you receive no adequate response or deem it unsatisfactory, or no response was received within two weeks, you may contact VSPcomplaints@gnosis.io, who shall then:

25.1.2.1.   send an initial email confirming the receipt of the complaint;

25.1.2.2.   send an official response to you within 14 business days respectively;

25.1.2.3.   try to resolve the matter as soon as reasonably possible;

25.1.2.4.   inform you of the outcome.

25.1.3.   The complaints mechanism in clause 25.1.2 is only available up to the end of the Freeze Period.

25.2.   IF IN THE GOVERNANCE PERIOD, a problem arises among you and other dxDAO Participants or an external person and/or the dxDAO as a whole, you shall submit a request for action to the dxDAO by way of Proposal, in which You must set out:

25.2.1.1.   detailed enquiry description;

25.2.1.2.   the date and time that the issue arose;

25.2.1.3.   the outcome You are seeking.

26.   DISPUTE RESOLUTION

26.1.   YOU AGREE AND UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE ANY RIGHT, IF ANY, TO A TRIAL BY JURY AND RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT.

26.2.   In the event a Dispute cannot be resolved amicably in accordance with clause 25, you must first refer the Dispute to proceedings under the International Chamber of Commerce ("ICC") Mediation Rules, which Rules are deemed to be incorporated by reference into this clause 26. The place of mediation shall be London, United Kingdom. The language of the mediation proceedings shall be English.

26.3.   If the Dispute has not been settled pursuant to the ICC Mediation Rules within 40 days following the filing of a Request for Mediation in accordance with the ICC Mediation Rules or within such other period as the parties to the Dispute may agree in writing, such Dispute shall thereafter be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The seat of Arbitration shall be London, United Kingdom. The governing law of this arbitration clause shall be the laws of England and Wales. The language of the arbitration shall be English. The Emergency Arbitrator Provisions shall not apply.

27.   GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the substantive laws of England & Wales without regard to conflict of laws principles but with the Hague Principles on the Choice of Law in International Commercial Contracts hereby incorporated by reference.