

DREAM-DOLLARS: LEGAL FRAMEWORK & CONTRACTUAL MODEL DRAFT v1.5 – For Legal Review and Refinement

Marc Blanco, Architect & Visionary Date: Valencia, Spain on May 29th, 2025

I. INTRODUCTION

This document presents the comprehensive legal framework, contractual model, and operational structure for the Dream-Dollars System—a decentralized, work-for-equity platform designed to enable creators, artists, and entrepreneurs to build and co-own projects without traditional investors or speculative capital. This document has been developed with foresight for global legal compliance, fairness, risk mitigation, and adaptability across industries. It serves as a foundational legal tool, ready for review and refinement by legal experts.

II. CORE LEGAL PRINCIPLES

1. Dream-Dollars: Definition & Nature

- Dream-Dollars are **units of contractual equity only in the specific project**—not in the platform, not in other projects. They are not a financial instrument, currency, token, or security under applicable securities regulations.
- Dream-Dollars represent **non-transferable, non-saleable, non-speculative units of work-based ownership**, earned solely through labor, services, or creative contributions.
- Dream-Dollars **cannot be sold, traded, donated, or transferred**.
- Dream-Dollars may be **inherited** if explicitly stated in a contributor's contract and in compliance with jurisdictional laws.

2. Platform Role & Limited Liability

- The Dream-Dollars Platform functions as a **legal facilitation tool and contract infrastructure**, not an employer, broker, or publisher.
- It provides creators with **legal frameworks, contract templates, and contribution tracking tools** to support project formation.
- The Platform retains **final authority on disputes and system integrity** but assumes **no liability** for project-specific outcomes or disputes.
- The Platform is governed by a **nonprofit legal entity (e.g., Dream-Dollars Foundation)** for ethical oversight, legal defense, and system governance.

3. Project Entity Structure

- Each project must form its own **legal entity** (LLC, cooperative, or B-Corp) based on the creator's choice and contractually defined terms.
- Projects may opt for **collective IP ownership** or creator-led IP, defined clearly in contracts.
- Creators determine **creative control structures**: retained, shared, or fully decentralized.
- Marc Blanco serves as **architect and visionary**, with no operational liability.

III. CONTRACTUAL MODEL

1. Core Contract Template (Universal for All Projects)

Non-Negotiable Minimum Standards (Mandatory in All Contracts)

- **Fair Compensation Reference:** Dream-Dollar rates must reflect at least **10% above minimum wage in the Dreamer's country of residence**.
- **Work-for-Hire & IP Assignment:** All contributions are **commissioned works**, fully assigned to the project entity. In jurisdictions where moral rights cannot be waived, a **perpetual, exclusive, irrevocable license** applies.
- **Credit Guarantee:** Dreamers are guaranteed credits in final products and related promotions.
- **Exit Clause:** Dreamers may exit voluntarily, forfeiting accrued Dream-Dollars, without penalties.
- **Indemnification:** Dreamers are **not liable** for project outcomes, legal disputes, or financial loss.
- **Dispute Resolution:** Final authority rests with the Dream-Dollars Platform, unless otherwise specified.

Adjustable Variables (Defined per Project by Creators)

- Creative Control (retained, shared, decentralized)
- IP Ownership (creator-owned, collective co-ownership)
- Risk Bonus (% optional)
- Compound Interest (% optional)
- Sponsored Dreamer Pool (% optional)

- Hard Cash Expense Pool (% optional)
- Revenue Model (pre-sales, memberships, donations, hybrid)

2. Contract Enforcement & Compliance

- **Jurisdiction-specific templates** provided for major regions (US, EU, UK, others).
- Default governing law: **Spanish law**, with local compliance addenda as necessary.
- Contributors are **independent contractors**, not employees.
- Contributors are solely responsible for **tax compliance**; platform provides tax templates but assumes no liability.

3. Payment & Financial Flow

- Platform integrates **third-party processors** (e.g., Stripe Connect) for project payouts.
- Platform collects a **small % fee** on project revenues for legal, operational, and technical support.
- Projects manage their own funds; the Platform never holds project funds directly.

IV. INTELLECTUAL PROPERTY FRAMEWORK

1. IP Assignment

- Default: **Work-for-Hire assignment** to the project entity.
- Collective IP ownership: optional, if explicitly chosen in contracts.
- Moral rights: Perpetual license fallback where waivers are unenforceable.
- No rights to sequels, derivatives, or spin-offs unless contractually agreed.

2. IP Enforcement

- The Platform assists in drafting but is **not liable** for IP disputes.
- Contracts must explicitly define all IP terms.

V. CODE OF ETHICS

Mandatory for all participants:

- No discrimination, harassment, or harmful behavior.

- Transparency and fair project management.
- Respect for labor and contributions.
- Commitment to Dream-Dollars core principles: **work-for-equity, no speculation, no exploitation.**

VI. APPENDICES

Appendix A: Core Contract Template

This template serves as the universal legal agreement for all Dream-Dollars projects. It must include the following fully articulated sections:

- **Definitions:** Legally precise definitions of key terms (e.g., “Dream-Dollars,” “Work-for-Hire,” “Project Entity,” “Contributor,” “Revenue Model,” “Risk Bonus,” “Creative Control,” “Platform,” etc.) to eliminate ambiguity.
- **Scope of Work:** Specific and detailed description of the contributor’s role, deliverables, timelines, and expectations, with clear milestones.
- **Payment Terms:**
 - Explicit statement that Dreamers are compensated in Dream-Dollars, which are contractual units of work-based equity.
 - Dream-Dollar value benchmarked at a minimum of 10% above the legal minimum wage in the Dreamer’s country of residence.
 - Acknowledgment that Dream-Dollars are **non-transferable, non-saleable, and non-speculative.**
- **IP Assignment Clauses:**
 - Work-for-Hire model: All contributions are fully assigned to the project entity.
 - Perpetual, exclusive, irrevocable license fallback for jurisdictions where moral rights cannot be waived.
 - Clear statement on ownership of sequels, derivatives, and spin-offs—explicitly defining these terms to prevent scope creep.
 - Clarification that Dreamers may reuse general skills, knowledge, and techniques, but not specific project IP.
- **Termination Provisions:**
 - Voluntary exit: forfeiture of Dream-Dollars without penalty.
 - Involuntary removal: must state specific, objective grounds (e.g., breach of

contract, misconduct) with clear procedures and appeal options.

- **Indemnification & Liability Waivers:**
 - Dreamers are not liable for project outcomes, debts, or legal disputes.
 - Creators and project entities bear full responsibility for operational and legal risks.
- **Dispute Resolution:**
 - Binding arbitration under ICC or UNCITRAL rules, seated in Valencia, Spain, unless otherwise specified.
 - Spanish law as default governing law.
- **Confidentiality:** Legal obligation to protect sensitive information, with exceptions (e.g., required disclosures by law).
- **Credit Attribution:** Contractual guarantee of proper credits for Dreamers in all final works, marketing materials, and public releases.
- **Signatures:** Legal names, contact information, and signatures of all parties, with notary provisions where required.

Appendix B: Risk Matrix

Risk Area	Potential Threat	Mitigation Strategy
Securities Law	Misclassification as security/investment	Clear non-currency status, no resale, no speculation, disclaimers.
Employment Law	Contractor vs. employee misclassification	Explicit independent contractor clauses, liability waivers.
Tax Compliance	Unpaid taxes by Dreamers	Contractor status, tax responsibility clause, templates, disclaimers.
IP Rights	Ownership, moral rights, derivative works	Detailed Work-for-Hire clauses, license fallback, explicit definitions.
Platform Liability	Lawsuits for project outcomes	Disclaimers, nonprofit shield, indemnity clauses.
Data Privacy (GDPR/CCPA)	Breach of data, identity exposure	Pseudonymous profiles, strict data minimization, consent requirements.
Dispute Resolution	Ambiguous forum or process	Binding arbitration in Valencia, Spain; clear rules in contract.
Ethical License Violation	Unauthorized forks, misuse of code	Enforcement clauses, legal remedies, termination of access.

Appendix C: Disclaimers

- The Platform is a **facilitation tool only**; it does not act as an employer, broker, publisher, or fiduciary.

- The Platform provides legal templates and resources but does **not offer legal, tax, or financial advice**; users must consult their own advisors.
- Participation in Dream-Dollars projects is at the user's own risk; no guarantees or warranties are made regarding project outcomes.
- Dream-Dollars are **non-transferable contractual rights**, not securities, tokens, or investments.
- Users are prohibited from speculative trading, resale, or unauthorized transfer of Dream-Dollars.
- Dreamers are solely responsible for legal compliance, including tax, employment, and IP laws.
- Platform liability is strictly limited to gross negligence or willful misconduct, as defined by applicable law.

Appendix D: Code of Conduct

- **Core Principles:**
 - Zero tolerance for discrimination, harassment, or abusive behavior.
 - Commitment to transparency, honesty, and fairness in project management.
 - Respect for all contributors' time, skills, and creative input.
- **Reporting Procedures:**
 - Clear reporting channels (email, secure platform forms).
 - Timely review and response by the Dream-Dollars Foundation.
- **Enforcement Mechanisms:**
 - Progressive disciplinary measures: warnings, suspensions, or permanent bans.
 - Forfeiture of Dream-Dollars upon confirmed violations.
 - Right of appeal to the Foundation's designated ethics board.

Appendix E: Tax Guidance Memo

- **General Principles:**
 - Dreamers are independent contractors, not employees.
 - Dreamers are responsible for their own income tax, social security, VAT, and other legal obligations.
- **Jurisdiction-Specific Guidance:**

- US: IRS Form W-9/W-8BEN, 1099 reporting.
- EU: Self-employed status, VAT obligations, invoicing rules.
- UK: HMRC self-assessment, VAT registration.
- Canada: T4A reporting, GST/HST obligations.
- **Templates Provided:**
 - Sample tax forms, compliance checklists, legal disclaimers.
- **Platform's Role:**
 - The Platform is not a tax advisor; it provides general information only. Dreamers must consult their own advisors.
- **Disclaimer:**
 - Tax laws vary by jurisdiction and are subject to change. Dreamers must ensure compliance with current regulations.

VII. GOVERNANCE & FUTURE PROOFING

The **Dream-Dollars Platform** is designed as a **decentralized legal and creative framework** —an **open yet governed system** built on principles of fairness, transparency, and creator-driven autonomy, while maintaining core protections against exploitation, misuse, and legal vulnerabilities.

1. Platform Governance

- The **Dream-Dollars Foundation** (a nonprofit legal entity) serves as the **governing body** of the system, with the following powers:
 - Final authority on **policy decisions, dispute resolution, and system integrity**.
 - Oversight of the **Ethical Shared Source License** (which governs code usage, platform forks, and ethical compliance).
 - Management of **legal defense funds**, funded via platform fees, to protect the ecosystem from legal challenges.
 - Custodianship of the **Dream-Dollars brand, trademark, and legal framework**.
- The Foundation operates **independently of any single project or creator**, ensuring **impartiality** in governance and enforcement.

2. Project-Level Autonomy

- **Project creators** retain full control over their own project governance structure:
 - They may choose **LLC, cooperative, or B-Corp models**.
 - They may opt for **centralized creative control, shared governance, or fully decentralized decision-making**—explicitly defined in contracts.
 - They may integrate **collective ownership models** (e.g., all contributors as co-owners), subject to clear contractual terms.
- The Platform **does not dictate creative or managerial decisions** within individual projects, except to enforce minimum legal standards and system-wide ethical compliance.

3. Open Source & Licensing Framework

- The Dream-Dollars codebase and operational model are released under an **Ethical Shared Source License**, which:
 - Allows public access, transparency, and use of core code.
 - **Prohibits forks or adaptations for exploitative, speculative, or non-compliant projects.**
 - Requires proper **attribution, licensing compliance, and adherence to Dream-Dollars principles.**
- Violations of the license result in **legal action by the Foundation** and **removal of access to platform tools and services.**

4. Dreamer Identity & Privacy

- **Dreamer profiles are pseudonymous by default**; legal names are required for contracts and tax compliance but not for public platform use.
- The Platform maintains **strict data privacy standards** in line with global regulations (e.g., GDPR, CCPA).
- Dreamers may choose to remain anonymous in public-facing materials, unless required for credits in final works.

5. Future-Proofing Strategies

- The Platform is built for **modularity and adaptability**, allowing for:
 - Integration of **blockchain technologies** for transparent tracking (optional per project).
 - Expansion into **new creative verticals** (e.g., gaming, music, AI)

collaborations).

- Adaptation to **evolving legal landscapes** through continuous legal review and contract updates.
- **Exit Strategies:**
 - The Platform may pivot to a **cooperative model**, a **licensing-only entity**, or a **legal sunset** (winding down operations) while ensuring fulfillment of all active contractual obligations.
 - In dissolution, the Foundation must ensure a **transparent transition plan** that protects Dreamers' rights and finalizes outstanding contracts.

6. Global Legal Readiness

- The Platform and Foundation commit to **ongoing legal compliance** in all operating jurisdictions:
 - Regular review of **securities laws, employment laws, tax regulations, and IP frameworks**.
 - Legal counsel engagement to **update templates, licenses, and risk disclosures** as needed.
 - Proactive adaptation to legal challenges, ensuring the **Dream-Dollars model remains compliant, resilient, and future-proof**.

VIII. FINAL NOTES

This document is a **living legal framework**, subject to review and refinement by legal counsel. It is designed to safeguard the Dream-Dollars system, empower creators, and ensure global compliance. It represents a bold, industry-disrupting model for equitable, creator-driven production.

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