

Adopt Actions

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1. Thesis

At the behest of the DAO's concern, and in concurrence with the views of **dao-lawfirm.eth**, the Service Provider is responsible for aiding the DAO in initializing the Delaware Unincorporated Nonprofit Association, the intellectual property licensing entity, DAOLABS, LLC., and the for-profit entity, DAOLABS, Inc.

The DAO Members hereby ratify and approve all activities by the Service Provider taken in the furtherance of organizational and governance construction of the DAO and DAO affiliate entities, including the processing and execution of documents between shareholders, consultants, third parties, and directors. The DAO Members hereby ratify and approve all Service Provider actions and intentions for prior activities and for future activities and expenses related to these entities, their organization, and their governance.

2. DAOLABS Group

The DAO hereby ratifies the establishment of the following affiliates: **DAO-LABS, LLC.**, **DAOLABS, INC.** and any permutations thereof, as well as the establishment of **PeaceDAO Unincorporated Nonprofit Association**, and **Movement DAO**.

This proposal ratifies the actions of the Service Provider, insofar as to formalize the entities as either a Washington or Delaware entity, to establish the DAO's banking account, the employment agreements of these entities, and to establish the licensing relationship and consulting agreements between the entities, including **DAOLABS, LLC**, **DAOLABS, Inc.**, Movement DAO, and Peace DAO, and any permutations thereof, together which are referred to herein as the **"DAO Group"** or **"DAO affiliates"**. The Unincorporated Nonprofit Association structure is sufficient for the purposes of PeaceDAO and Movement DAO.

3. Abstract

The DAO Members should ratify the indemnification of certain individuals who have acted on behalf of the DAO in various capacities: legal and accounting, including the disbursing of funds at the behest of other Members and the community and for the benefit of the DAO.

4. Authorization of “Meatspace” Activities

Authorize **tankbottoms.eth**, **benreed.eth**, **jimmyethworld.eth**,¹ and the individuals, entities, addresses, and contracts mentioned in the Guiding Principals § 7. *Clarification* to act on the DAO Group’s behest, ratified by the DAO Members, with all matters related to establishing legal entities, financial registration, and registration with any regulatory bodies or financial institutions, and fully authorize the aforementioned Members in all matters in furtherance of these activities. Furthermore, the DAO Group requires onboarding and accounting relationships with third party Cryptocurrency processor companies, intellectual property matters, and other matters related to the inter-group relationship with financing, intellectual property licensing, copyright and registration, and regulatory activities associated with any significant fundraising activities. Future issuance of tokens, options, and stock are also authorized.

It is anticipated that the entities within the DAO Group will be registered in various jurisdictions including the States of Washington, Florida, and Delaware, as well as the British Virgin Islands. Nonetheless, the individuals referenced above are further authorized to take any action in furtherance of establishing banking relationships with various parties.

5. Indemnification of the DAO Service Provider and Certain Individuals

Pursuant to the needs of the DAO in meatspace, aka IRL, with regards to the aforementioned: The DAO will indemnify the above individuals for any and all costs, fees, expenses, and liabilities incurred in the performance of their duties as a DAO Member, and/or DAO Service Provider, and/or DAO Affiliate.

Service Providers, DAO Members, and agents shall not be liable to the DAO, and shall be indemnified and held harmless for any loss or damage resulting from any act or omission performed or omitted in good faith, including gross negligence or willful misconduct, in pursuance of the authority granted to pursue the purpose and interests of the DAO. Moreover, no authorized individual shall be liable to the DAO because any taxing authorities disallows or adjusts any deductions or credits in the DAO tax returns. The Service Provider may authorize the DAO to pay expenses incurred by, or to satisfy a judgment or fine rendered or levied against that Member, any liquidating trustee or any present or former employee of the DAO, in an action brought by a third party against such person (whether or not the DAO is joined as a party defendant) to impose a liability or penalty on such person for an act alleged to have been committed by such person while a Member, liquidating trustee or employee of the DAO, provided the person to be indemnified was acting in good faith within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in furtherance of the purpose and best interests of the DAO.

¹ Respectively, [0x5d95baEBB8412AD827287240A5c281E3bB30d27E](#), [0xf8042c55fE4dff9Df82c0F8435fbcdC32fe60A69](#), and [0xE41188926607921763D25392475f1156AC5f9033](#).

Payments authorized by this paragraph include amounts paid and expenses incurred in settling such an action or threatened action. The indemnification authorized by this paragraph shall be made from the assets of the DAO and no Member shall be personally liable to an indemnitee. This paragraph shall inure to the benefit of the Member and any future employees and agents of the DAO (including any liquidating trustee) and their respective Members, agents, successors and assignees.

6. Ratifications of Prior Disbursements

The DAO and its Members do hereby ratify and affirm each and every action undertaken by the Service Provider on behalf of the DAO wherein said DAO has full knowledge of said act and wherein the act has been fully and accurately stated and explained to the DAO. The DAO and its Members are fully aware of every transaction and contemporaneous events and circumstances and

7. Clarification

BY RATIFYING THIS PROPOSAL, YOU ARE AFFIRMING THAT THE DAO WILL INDEMNIFY THE FOLLOWING INDIVIDUALS, ENTITIES, CONTRACTS, AND ADDRESSES, AS WELL AS ANY ASSOCIATED SIGNERS, ADDRESSES, CONTRACTS, INDIVIDUALS, OR ENTITIES FOR ANY AND ALL COSTS, FEES, EXPENSES, AND LIABILITIES INCURRED AS A DAO MEMBER, AND/OR DAO SERVICE PROVIDER, AND/OR DAO AFFILIATE:

Address

0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6²
0x752515a3a1091b9f1c04416cf79d1f14d2340085³
0x5d95baebb8412ad827287240a5c281e3bb30d27e⁴
0xf8042c55fe4dff9df82c0f8435fbcdc32fe60a69
0xE41188926607921763D25392475f1156AC5f9033
0x468f178672C86bFA02e5E1B0413C3ccf55A37409
0x550bD0F03580B9a687931af4d837F8e45D61d410
0xDbe76F6ae97dFD5bdd1D7DAD8972740d18aB2b57
0x746cf650d4E5431474E8D4E2d5B6Bbe53772b498
0xD2427c0e44D28Ea74c0504E072c6073d135569B2
0x8C00f41676Ce4670ae9FcBBF297a24736dc23cc3

By ratifying this proposal, you attest that you have familiarized yourself with pertinent on-chain and off-chain transactions, contract-transactions, internal

²The DAO Multisig wallet.

³dao-lawfirm.eth.

⁴tankbottoms.eth, an Authorized Member.

transactions, swaps, and the activities and expenses carried out by those individuals and addresses mentioned above.

You also agree that any actions taken by the above listed individuals, accounts, Multisig contracts, in each case for itself or on behalf of the DAO, in connection with the development of cryptocurrency tooling, recruiting, cryptocurrency experimentation, supporting the purpose of the DAO or its Members, interacting with exchanges, contributing to protocols, swapping tokens, purchasing or selling NFTs, deploying contracts, the utilization of meatspace bank accounts, the depositing of monies into such accounts, the obtaining of accounts or Membership licenses on behalf of the DAO (e.g. Hosting services, Fleek, Notion, Cloudflare, Digital Ocean, Google, Apple), and any actions related thereto are hereby confirmed and ratified in all respects, and that the Service Provider and their affiliates (e.g. **tankbottoms.eth**) and the DAO's agents, (e.g. **tankbottoms.eth**) shall be entitled to indemnity with respect to such actions.

8. Ratification of Future Disbursements

The DAO, by its Members hereby ratifies and approves a \$100,000.00 spending threshold for the Service Providers, including **dao-lawfirm.eth** and **tankbottoms.eth**, whereby prior verbal approval, initial signer, or governance approval is not necessary to spend up to 100,000 USD's worth of funds and cryptographic assets; however, notwithstanding any of the above, any such expenses must be accounted for separately.

9. Timeline

These processes should be implemented once this proposal is ratified, only to be removed when superseded or amended by another proposal.

Snapshot Consensus by the DAO Members

dao-lawfirm.eth of the **Law Offices of Reed Yurchak**, **tankbottoms.eth**, **benreed.eth**, and **cptspacecadet.eth** will hereafter be collectively referred to as the “**Service Providers**”.

Ratification of Prior Expenses

RESOLVED: The DAO hereby adopts all prior acts related to agreements, and payments by the Service Providers.

FURTHER RESOLVED: That “**Snapshot Consensus**” by the DAO Members hereby ratifies all prior acts related to payments from the DAO or any Member wallet for the DAO or its Members, using fiat, Ethereum, or Stablecoins such as DAI, and through the Service Providers' Cryptocurrency accounts, through personal accounts, or through assigned Multisignature contracts, on

behalf the DAO's Members or the DAO, for any and all expenses, including software development, research, or consulting services, at the behest of DAO Members whether to satisfy agreements, letters of intent, or contracts, as well as all other actions heretofore undertaken and performed on behalf of the DAO by the Service Providers, or Authorized Members, or by any agent **are hereby ratified, approved and confirmed in their entirety**. Members have been given all information, regarding each and every transaction from every account and Multisignature wallets below, including all transactions personal, DAO related, or otherwise to any other Cryptocurrency account.

FURTHER RESOLVED: The DAO by its Members, individually and collectively, have been provided with all pertinent records, via Etherscan, associated with all the Ethereum addresses with which the DAO, or its Service Providers, operated or were involved in any transactions. The DAO, by its Members, hereby approve all transactions between the DAO, its Service Providers, to or from any address owned by the Service Providers. The DAO, by its Members, hereby ratify and affirm each and every transaction on behalf of the DAO, and have full knowledge of each transaction and the transactions were made fully and accurately as stated and explained in the records.

FURTHER RESOLVED: The DAO, by its Members, hereby ratify and approve ongoing reimbursements to the Service Providers for all reoccurring expenses which have continued to accrue since March or April of 2022, including software licenses, cloud computing resources, blockchain resources, consulting services, and other engineering expenses. The DAO hereby authorizes the Service Providers to convert fiat into Cryptocurrency and vice versa in the present, the future, and in the past, which may have incurred tax liabilities. The DAO has determined it is in the best interest of its Members to provide accounting services or reimbursements for accounting services to offset the complexity, overhead, and incurred expenses by the Service Providers.

FURTHER RESOLVED: That the DAO, through its Service Provider, is authorized to make payments to itself, dao-lawfirm.eth, and tankbottoms.eth for Cryptocurrency reimbursements associated with ongoing expenses which have continued to date, such as software subscriptions, development services, and individual and/or associated compensation.

FURTHER RESOLVED: All actions by the Service Providers from January 1, 2022 have been duly presented to the Members in their entirety by way of the Ethereum address records below. The DAO, by its Members ratify and affirm all actions by the Service Providers.

ENS	ETH Address
developer.movedao.eth	0x2187e6a7c765777d50213346F0Fe519fCA706fbD
peace.movedao.eth	0xD2427c0e44D28Ea74c0504E072c6073d135569B2
gnosis.dao-lawfirm.eth	0x607d56643673649bd25AA47325A7a6AFeffc3B4a

ENS	ETH Address
-	0x46D65c64E883f70371A6fcAcB124FB5dd68c9918
-	0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6
-	0x1932494517F20EB03D652BfDCbABb42018337436
-	0x41e923B875aF2Cc72772747E9ef2ed55c8df9D42
-	0x8C00f41676Ce4670ae9FcBBF297a24736dc23cc3
-	0x8a97426C1a720a45B8d69E974631f01f1168232B
dao-lawfirm.eth	0x30670D81E487c80b9EDc54370e6EaF943B6EAB39
tankbottoms.eth	0x5d95baEBB8412AD827287240A5c281E3bB30d27E

FURTHER RESOLVED: That the Service Providers of this DAO are, and each acting alone is, hereby authorized to do and perform any and all acts, including execution of any and all documents and certificates, as said Service Provider(s) shall deem necessary or advisable to carry out the purposes of the resolutions herein.

Further Indemnification

FURTHER RESOLVED: The DAO, by its Members, hereby ratifies and approve that the DAO will provide the Service Providers indemnification, including advances of expenses arising out of any activities subject of the civil, criminal, administrative or investigative action, suit, or proceeding for which indemnification or advancement of expenses is sought. That the DAO, through its Service Providers, determines that it is in the best interest of the DAO, its affiliates, and its Members for the DAO to enter into indemnification agreements with its current and future Service Providers in substantially the form attached hereto: [DAOLABS Form Indemnification Agreement](#). That the Service Providers or Authorized Members are authorized to execute and deliver an indemnification agreement with each of the DAO's current Service Providers, and with any future Service Providers of the DAO. That the Service Providers of the DAO are authorized to make modifications to such agreements in order to comply with applicable law.

RESOLVED FURTHER: That the Authorized Members are authorized to determine whether to elect to apply Section 248(a) of the Internal Revenue Code with respect to any organizational expenditures.

RESOLVED FURTHER: That the Service Providers are authorized to consult with bookkeepers, auditors and attorneys in order to be fully informed as to, and to collect and pay promptly when due, all withholding taxes for which the DAO and its affiliate entities may now be (or hereafter become) liable.

RESOLVED FURTHER: That the Service Providers are authorized and directed to solicit the consent of the eligible Members information related to the adoption of legal equity incentive plans and to file the appropriate notices with the applicable state and federal securities authorities in connection with the

issuance of options, at such time as such actions may be necessary or advisable in order to comply with applicable law.

RESOLVED FURTHER: That, in accordance with the Guiding Principals, the **Authorized Member**, together with the Service Provider, are authorized to execute and deliver any agreement in the name of the DAO and to otherwise obligate the DAO with respect to the purpose of the DAO, within general guidelines and budgets approved by the Members; however, the Members may adopt from time to time specific limitations on the authority of Authorized Members or Service Providers.

RESOLVED FURTHER: That the Service Providers are authorized to execute and deliver any form of work product, draft board minutes, by instruction to legal counsel or other authorized representative to determine the size of the common stock pool, rate of issuance, and the terms of the adoption of the plan for the DAO affiliate entity. That Service Provider is authorized to deliver in any form the parameters of the common stock allocation, option pool, and investment allocation for the DAO affiliate entity.

RESOLVED FURTHER: That the “**Service Providers**” of the DAO are each authorized and empowered to take any and all further action to execute and deliver any and all such further agreements in the organization and governance between the DAO affiliate entities and the DAO, with regards to the inter-company licensing agreements.

Omnibus Resolutions

RESOLVED FURTHER: That the **Service Providers** of the DAO are each authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the DAO, as any of each of the **Service Providers** may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such **Service Providers** to be conclusive evidence of his or her authorization hereunder and the approval thereof.

RESOLVED FURTHER: That any and all actions taken by the **Service Providers** of the DAO to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed. As used in this document, the words “herein,” “hereof,” “hereby” and “hereunder” shall refer to this document as a whole, and not to any particular section, provision, or subdivision of this document.

This action by the DAO Member by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in

any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

1. [0x30670D81E487c80b9EDc54370eEaF943B6EAB39](#)
2. [0x5d95baEBB8412AD827287240A5c281E3bB30d27E](#)