**SUPPLEMENTAL COMPENSATION AGREEMENT**

This Supplemental Compensation Agreement (“Agreement”) is entered as of the Effective Date and made between **EXAMPLE** (“EXAMPLE”) and **Awesome Developer** (“Developer”). The parties agree that EXAMPLE desires to provide supplemental compensation for Developer for the expanded scope of work outlined below and will compensate him as agreed herein.

1. Developer’ Obligations. Developer hereby agrees to devote 100% of his time to the development and launch of the DAO. The Parties agree that Developer will substantially resign and conclude his involvement upon the deposit of the supplemental compensation funds ($100,000.00) and that the compensation contemplated herein is, in part, based upon the loss of significant future benefits, opportunities, and income were he to continue his present engagement.

Developer agrees to timely advise EXAMPLE if he needs additional talent or team members to facilitate the completion of the DAO in a timely manner or if he requires any additional equipment that is crucial to the development and launch.

Developer agrees to use his best efforts in order to successfully complete the Project, but the parties agree and understand that there is no guarantee that the Project will succeed despite Developer’ and the others’ best efforts.

2. Independent Contractor Relationship. The Parties agree that the relationship between the Parties is that of an independent contractor, and nothing in this Agreement is intended to, nor should be construed to, create a partnership, joint venture, agency or engagement relationship between EXAMPLE and Developer. Developer will not be entitled to any benefits that EXAMPLE may make available to his other employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Because Developer is an independent contractor, EXAMPLE will not withhold or make payments for social security, make un-engagement insurance or disability insurance contributions, or obtain workers’ compensation insurance on behalf of Developer.

3. Additional Work/Projects. The Parties agree that on December 1, 2023, they will negotiate in good faith about ongoing roles and responsibilities regarding the management of the DAO and other projects.

4. Breach of Agreement. In the event of a breach of this Agreement the wronged party shall be entitled to all remedies available to him under the laws of the State of Washington, including monetary damages for all proven damages.

(a) *Breach by EXAMPLE*. EXAMPLE shall be in breach of this Agreement if he fails to deposit the funds identified herein. In the event that EXAMPLE does not make the initial $100,000.00 (one hundred thousand dollars USD) upon execution of this agreement, Developer, at his option, may continue to work on the DAO but shall be under no obligation to continue any work on the DAO and the Parties agree that Developer’ damages shall be $100,000.00 (one hundred thousand dollars, USD).

(b) *Breach by Developer*. Developer shall be in breach of the Agreement if he fails to provide his best efforts to the development and launch of the DAO or fails to notify EXAMPLE of the need for talent or other material to develop and launch the DAO.

5. Covenant Not to Sue/Dispute Resolution/Attorney’s Fees. The parties covenant that under no conditions will either party or any affiliate file any action against the other (except requests for injunctive or other equitable relief only) in any forum but instead agree to resolve any disagreement regarding the implementation of the Agreement or an alleged breach by a party by mandatory arbitration. The parties further choose to use Washington Arbitration and Mediation Services (“WAMS”) in Seattle, Washington, as the agreed arbitrator in this matter. Either party may request arbitration of any dispute by sending notice to the other party, in writing, of the demand for arbitration.

In the event of any arbitration of a dispute between the parties, EXAMPLE agrees to pre-pay, after notice of arbitration has been sent, $50,000.00 (fifty thousand dollars USD) to the attorneys of Developer’ choice. Following arbitration the arbitrator may award attorney’s fees to the prevailing party, including the reimbursement of any attorney’s fees that were pre-paid in the dispute.

6. Executed Separately. This Agreement may be executed in separate parts and at different times, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000.

AGREED AND EXECUTED ON THE DATES BELOW.

Executed this \_\_\_\_\_ day of September, 2022.

EXAMPLE

Executed this \_\_\_\_\_ day of September, 2022.

Awesome Developer