

Simple Summary

This CIP proposes allocating funds to secure comprehensive business development and marketing services for CoW DAO, delivered by Defou S.A. an external Service Provider (the "Service Provider"). The Service Provider will be responsible for market analysis, brand positioning, campaign creation and execution, and developing an ecosystem of partnerships. This will boost CoW DAO's brands and products visibility, customer engagement, and long-term growth in the decentralized finance ecosystem.

Motivation

To achieve the vision of a decentralized future where digital assets are traded fairly, efficiently, and reliably, CoW DAO requires a strategic approach to business development and marketing. By partnering with an expert Service Provider, this CIP ensures that CoW DAO will leverage tailored strategies aligned with the DAO's values to expand brand awareness, strengthen partnerships, and engage new markets. The Service Provider will coordinate and facilitate the efforts of the various contributors contributing to the scope of service as defined below. This CIP is critical to ensuring that CoW DAO remains a competitive and innovative leader within the decentralized exchange space, aligned with the DAO's long-term vision and values.

Scope of Services

The Service Provider agrees to deliver comprehensive business development and marketing services (the "Service") to CoW DAO, including but not limited to:

- Conducting market analysis to identify target audiences, explore new opportunities, and assess emerging trends.
- Developing brand positioning strategies to ensure alignment with CoW DAO's core values and market objectives, enhancing brand perception.
- Creating and executing multi-channel marketing campaigns to increase visibility and attract high-quality partnerships related to CoW DAO and its products including but not limited to CoW Swap, CoW Swap Widget, CoW AMM, MEV Blocker, and COW Token.
- Implementing lead generation and customer engagement strategies, as well as fostering and executing partnerships on behalf of CoW DAO to support sustainable development and growth of the CoW ecosystem and COW token.
- Providing progress reports and data-driven insights to ensure transparency, track performance, and align strategies with CoW DAO's evolving goals.
- Distributing CoW DAO's products, managing revenue sharing and fee programs between CoW DAO and potential partners in relation to such products.

Collaboration

The Service Provider will work closely and cooperate with CoW DAO and CoW DAO's contributors to understand and coordinate business & marketing objectives, maintain alignment with the community's goals, and adapt strategies accordingly.

Reporting and Timeline

The Service Provider will report periodically, on <https://forum.cow.fi> on progress and adjust strategies based on feedback and evolving market conditions.

Rationale

Effective business development and marketing are essential for attracting new users and building partnerships. The Service Provider will tailor strategies using proven techniques like SEO/SEM, content marketing, social media marketing, and lead generation to expand CoW DAO's reach and impact. This collaboration will empower CoW DAO to align its growth trajectory with user needs and establish itself as a leading decentralized exchange platform.

Alternate designs, such as internal execution of the Service, were considered but deemed less effective due to a lack of specialized expertise and the need for quick, market-aligned responses.

The proposed partnership approach ensures that the marketing and business development efforts will be executed by experts while remaining closely aligned with CoW DAO's objectives and values.

I. Services

The Service Provider agrees to deliver to CoW DAO the Service as defined above.

The Service Provider shall collaborate closely with CoW DAO to understand their business objectives and tailor services to align with the CoW DAO's brand identity and target market. The Service Provider will employ various digital marketing and business development techniques, including but not limited to SEO/SEM, social media marketing, and other relevant strategies to raise brand awareness and drive business growth.

CoW DAO will provide the necessary information and access required to facilitate these services effectively.

All activities and results will be reviewed and reported periodically, as outlined in the agreed-upon service timeline.

II. Compensation

Fixed compensation - CoW DAO will allocate a budget of 20,000 USDC per month to compensate the Service Provider for the delivery of the Service, paid upfront

This compensation represents the Service Provider's estimated costs for the provision of the Service. The proposed budget is based on projected labor, materials, and other direct/indirect costs to provide the Service.

The budget agreed upon for delivery of the Service is effective for the current term of this Agreement. In the event of any substantial changes to the budget or Service requiring an increased allocation requires the Service Provider to submit CIP to CoW DAO to adjust the fee on a monthly basis to account for actual costs incurred. Any such CIP is subject to the approval of CoW DAO's Governance Mechanism as defined in [CoW DAO's Participation Agreement](#). In the event the Service Provider submits a fee adjustment proposal, it must provide a detailed account of costs incurred in the preceding months.

Service Fee for Third-Party Transactions - In addition to the monthly compensation, the Service Provider shall be entitled to collect a service fee for transactions facilitated with third-party partners on behalf of CoW DAO. Such a service fee shall not exceed 2.5% of such transaction value. All profits made from the Service Fee for Third-Party Transactions will be reinvested solely in accordance with CoW DAO's vision of a decentralized future and its mission to enhance CoW DAO's products and more generally the CoW ecosystem.

Compensation should be transferred to `eth:0x5FD8a90b910D7BE482068Db5b2B88eC9Eb0dF7A0` by the Treasury Core Team.

III. Terms of the Service Agreement

Validity

This Agreement is subject to the approval of CoW DAO's Governance Mechanism as defined in [CoW DAO's Participation Agreement](#). In the event CoW DAO does not approve this Agreement through its Governance Mechanism, this Agreement shall be null and void.

Term and Termination

This Agreement shall commence on the 1st May 2024 and shall remain in full force and effect until the 31st December 2024 (the "Term"). CoW DAO and the Service Provider agree that this Agreement cannot be terminated before expiry of the Term. Notwithstanding the foregoing, should funds remain available to continue the mandate provided by this Agreement, the Agreement shall continue in effect until such funds are exhausted. The Service Provider shall notify CoW DAO in advance regarding the continuation of the Agreement and the estimated period for which the remaining funds will support its operation.

Payment

Upon approval of this CIP, CoW DAO agrees to an upfront payment of the approved fee to the Service Provider.

Upon approval of this CIP the payment to the Service Provider will be transferred from the DAO's treasury.

Intellectual Property & Grant of License

All rights related to works, new products and processes, or correction or improvement of products or processes already existing in addition to works, inventions or creations, designs or models, trademarks, trade names, logos, software, databases, domain names or other materials and know-how (including trade secrets), whether registered or not, and regardless of their patentability, registrability or fixation, that the Service Provider, individually or jointly, has created or whose creation has provided during the execution of the Agreement to provide services that relate, directly or indirectly, to the business of the CoW DAO, (hereinafter, "Intellectual Property"), belong by origin and since their creation to CoW DAO in

accordance with CoW DAO's Participation Agreement.

This effect occurs when the Intellectual Property is generated during the provision of Service by the Service Provider, regardless of whether or not the creation, or the cause of the creation, of the Intellectual Property is, wholly or partially, directly or through a third party.

CoW DAO hereby grants the Service Provider a non-exclusive and non-transferable right to use CoW DAO's Intellectual Property for the purpose of this CIP ("License Purpose"). CoW DAO authorizes the Service Provider to grant sublicenses for the sole purpose of executing this CIP consent. A prerequisite for this authorisation is that the sublicensee agrees to comply with all of the Service Provider's obligations under this CIP.

Service Provider's Obligation

The Service Provider is responsible for ensuring that CoW DAO's products and Intellectual Property are marketed and presented accurately and in line with CoW DAO's values to potential partners.

Miscellaneous (in no particular order)

Subcontracting. The Service Provider may subcontract any portion of the Service to be performed under this Agreement and remains responsible for the obligations under this Agreement.

Assignment. The Service Provider may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.

Confidentiality: All information obtained privately (i.e. not via public discourse, such as blockchain transactions or on the CoW DAO Forum) shall remain the sole and exclusive property of the disclosing party (including CoW DAO and the Service Providers).

Definitions. Terms in this Agreement shall have the same meaning as in the CoW DAO Participation Agreement. In the event of any conflict or inconsistency between this Agreement and the terms of the CoW DAO Participation Agreement, this Agreement shall take priority as between them to the extent that is necessary to resolve the conflict or inconsistency.

Independence of the Parties. The Service Provider is an independent contractor and is not an employee, agent, partner, joint venture, legal representative, an affiliate, or a member of CoW DAO. Nothing in this Service Agreement is intended to, or shall, operate to create a partnership or joint venture of any kind between the Service Provider and CoW DAO, nor authorise either Party to act as agent for the other. Neither Party has the authority to act in the name or on behalf of, or otherwise bind, the other Party in any way.

Disclaimer. CoW DAO and the Service Provider expressly disclaims all representations, warranties, guarantees, conditions and undertakings, including warranties of merchantability and fitness for a particular purpose.

Limitation of liability. The Service Provider's total aggregate liability for all and any claims arising under or in connection with this Agreement, regardless of form of action and whether in contract, tort, warranty, or other legal or equitable grounds (including in each case negligence), shall be limited to a maximum amount of USDC 50,000.00. the Service Provider shall not be liable for any actions taken by or on behalf of CoW DAO including Service and actions taken pursuant to this Agreement.

Force Majeure. If the provisions of the Service are affected, hindered, prohibited or made impossible in whole or in part by a Force Majeure, this shall under no circumstances be deemed a breach of this Agreement.

Severance. 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.

Disputes. In the event of any dispute, claim, question, or disagreement, CoW DAO and the Service Provider shall use their best efforts to settle the disagreement. To this effect, they shall consult and negotiate with each other in good faith (using the CoW DAO forum forum.cow.fi or any other Interface) and, recognising their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Any such amicable decision to resolve a dispute shall go through the CoW DAO Governance Mechanism. If no agreement is found within thirty (30) days, the disagreement shall be referred to and finally resolved by arbitration by one arbitrator in London, United Kingdom, under the rules of the London Court of International Arbitration.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

Residency: Upon adoption of this proposal, CoW DAO and Defou SA hereby declare and attest that: (i) CoW DAO does not constitute a legal entity or unincorporated association domiciled or resident in Uruguay for any legal or tax purposes, and (ii) No key persons, controlling interests, or management of CoW DAO are residents of Uruguay or subject to Uruguayan jurisdiction in their capacity related to CoW DAO. This statement shall be construed as a formal acknowledgement of CoW DAO's non-resident status with respect to Uruguay and shall be binding upon all parties involved.