

PROPOSAL FOR GMX PROTOCOL LEGAL WRAPPER: (i) LABS ESTABLISHMENT and (ii) LICENSING

1. PROPOSAL SUMMARY

Following up on the proposal in [Change Smart Contract Code Licenses \(similar to Uniswap v3 License\)](#) we propose the GMX on-chain DAO initiate the GMX Protocol's legal wrap with an independent software development entity which will allow for licensing of the GMX code-base. The company is an independent software development and marketing entity ("Labs") responsible for the development of the open-source code of the project, both front-end and back-end, and owns the domain [GMX.io](#).

Labs support the GMX Protocol, while The Interface ([app.GMX.io](#)) and GMX Smart Contracts continue to run independently from it under IPFS and the respective blockchains.

This proposal will require a vote to be implemented.

1. LABS ENTITY

Labs is a software development and marketing company that works to develop and advance the GMX Protocol. It will fund its operations through development grants and service agreements, including compensation paid in GMX, stablecoins, or other participatory interests as agreed between the Labs and GMX on-chain DAO.

Most Contributors to the GMX Protocol shall conduct their involvement through Labs. They will be vesting any existing intellectual property they control as part of this process.

This structure will allow the GMX on-chain DAO to focus on broad policy and directional decisions, with Labs providing the protocol's requisite operational, marketing, and development support. It will also ensure that Contributors have adequate regulatory protection for their services to Labs and Labs to the GMX on-chain DAO.

This arrangement is non-exclusive and does not restrict the GMX on-chain DAO from utilizing the services of any contributors.

The GMX Treasury will remain under the same multi-signatures; Labs will only be funded to pay for Contributors' involvement.

1. LICENSING

Based on GMX's community and governance feedback, Labs will utilize business source licenses and similar licensing to protect the developed intellectual property while maintaining an openly available and publicly auditable code base. The rights will apply to future iterations of The Interface and GMX Smart Contracts starting as soon as the License is uploaded.

All code developed will be made available on a royalty-free basis for deployments under the control of the GMX on-chain DAO.

Moreover, Labs will grant license-free usage for The Interface code subject to its interaction with the GMX Smart Contracts, up to request to license@endlesslabs.com

If a third party wants to use the code of (i) The Site (informational website, [GMX.io](#)), or (ii) The Interface ([app.GMX.io](#)) without it interacting with GMX Smart Contracts but with other non-GMX Protocol contracts, or (iii) the GMX Smart Contracts, it must request permission from the GMX on-chain DAO for the usage to be granted by Labs. Labs cannot grant such usage rights without the GMX on-chain DAO permission.

1. DISCLAIMER

The information provided in this proposal does not, and is not intended to, constitute legal advice; all information, content, and materials available in this proposal are for general informational purposes.