LICENSE AND FEE-SHARING AGREEMENT
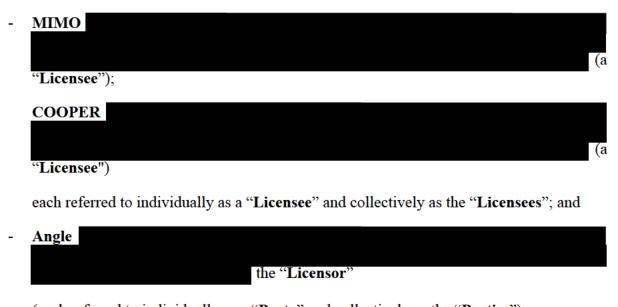
This License and Profit-Sharing Agreement (the "**Agreement**") is entered into as of 1 April 2025 by and between:

- **MIMO** ██ (a "**Licensee**");

- **COOPER** ██ (a "**Licensee**")

each referred to individually as a "**Licensee**" and collectively as the "**Licensees**"; and

- **Angle** ██ the "**Licensor**" ████████████████████████████████

(each referred to individually as a "**Party**" and collectively as the "**Parties**").

1.   Recitals

1.1.   The Licensor has developed and/or owns certain proprietary rights (including potential rights under open-source licenses) to the code base located at:

- Transmuter: **https://github.com/AngleProtocol/angle-transmuter/**

- Integration strategies: **https://github.com/AngleProtocol/angle-integration-strategies/**

(collectively, the "**Licensed Code**" or "**Technology**").

1.2.   The Licensees desire to obtain the right to use, modify, operate, and commercialize the Licensed Code for the ultimate benefit of the DAO, including providing necessary assistance in its deployment or modification as requested by the DAO. ("**Purpose**").

1.3. The Parties orally agreed that the Licensor would receive **one percent (1%) of all net fees** that the Licensees generate from its activities derived from the Licensed Code, subject to the terms and conditions of this Agreement.

1.4. The Parties now wish to reduce their agreement to writing and agree to be bound by the following terms.

2. Definitions

Unless otherwise defined elsewhere in this Agreement, the following definitions apply:

2.1. "**Net Fees**" means the total fees actually received by the Licensees from the use, operation, or commercialization of the Licensed Code, less any direct costs and expenses incurred in the generation of such fees.

2.2. "**DAO**" means the decentralized autonomous organization, operating on-chain without a legal wrapper, which is the intended beneficiary of the deployment and commercialization of the Licensed Code with the help of the Licensees. The DAO's governance is conducted via Ethereum at address 0x25Fc7ffa8f9da3582a36633d04804F0004706F9b and Polygon PoS at address 0x2046c0416A558C40cb112E5ebB0Ca764c3C5c32a, adhering to DAO Standards.

2.3. "**DAO Standards**" means the generally accepted governance practices, community voting protocols, multisignature requirements, and transparency standards commonly adopted by decentralized autonomous organizations.

3. 3. Grant of License

3.1. Scope of License

The Licensor hereby grants to the Licensees (in their capacity as participants and facilitators of the DAO), subject to the terms and conditions of this Agreement, a non-exclusive, worldwide, transferrable, royalty-bearing license to use, copy, modify, distribute, display, perform, and otherwise utilize the Licensed Code for the Purpose.

DAO as Operational Beneficiary: The Licensees represent and warrant that they are deploying and operating the Licensed Code as service providers of the DAO. The Licensees shall use their best efforts to ensure that any actions taken by the DAO in connection with the Licensed Code comply with the terms of this Agreement, including the payment of the Fee Share to the Licensor.

3.2. Open Source Components

If the Licensed Code is subject to any open-source license (e.g., MIT License, GPL, or other), the Parties acknowledge that the Licensees' use must also comply with the applicable open-source terms. In the event of any conflict between this Agreement and the relevant open-source license, the open-source license terms shall prevail solely as to the open-source components.

4. Fee-Sharing and Payment Terms

4.1. Fee-Sharing

The Licensees agree to cause the DAO to pay, with respect to the DAO standards, the Licensor **one percent (1%) of Net Fees** generated from the use of the Licensed Code ("**Fee Share**"). For purposes of this Agreement, Net Fees include only those fees directly attributable to the use, operation, or commercialization of the Licensed Code. Any other fees, or revenues derived from the Licensees'unrelated lines of business or integrated platforms that do not utilize the Licensed Code are excluded from the calculation of Net Fees.

4.2. Payment Schedule

The Fee Share shall be paid directly to a smart contract address and blockchain(s) defined by the Licensor.

4.3. Payment Method

All payments made by the DAO shall be made via USDp, USDC, or a token that will be derived from the use of the License to the wallet address designated by the Licensor: 0xb08AB4332AD871F89da24df4751968A61e58013c; Ethereum.

4.4. Reporting Obligations

The Licensees shall provide the Licensor with a written statement (or on-chain proof, if applicable) detailing the calculation of Net Share for the relevant period, including relevant supporting documentation.

5. DAO Governance and Execution

To the extent the Parties are a DAO:

5.1. DAO Acknowledgement

The Parties acknowledge that DAO may not be recognized as a distinct legal entity in certain jurisdictions (including Seychelles or the United Arab Emirates) and that it lacks formal legal representation. Accordingly, the Licensees do not have unilateral legal authority to bind the DAO; rather, they will use their best efforts to ensure DAO compliance with this Agreement. However, the Licensees make no guarantee regarding the DAO's governance decisions or final actions.

5.2. On-Chain Execution

If the DAO requires on-chain execution or a smart contract-based mechanism for fee-sharing, the Parties shall cooperate in deploying such mechanism, provided it does not contravene this Agreement.

6. Representations and Warranties

6.1. Mutual Representations

Each Party represents and warrants that:

- It has the necessary power and authority to enter into this Agreement and perform its obligations hereunder.

- The execution, delivery, and performance of this Agreement does not violate any law or regulation applicable to such Party.

6.2. Licensor's Representations

The Licensor represents and warrants that:

- It owns or has the right to license the Licensed Code as contemplated under this Agreement.

- The Licensed Code does not infringe any third-party intellectual property rights.

- The Licensor has not received any notices or pending claims of infringement.

6.3. Licensees' Representations

The Licensees represent and warrant that:

- It shall not use the Licensed Code for any illegal or unauthorized purpose.

- It will comply with all applicable local and international laws in connection with the use and operation of the Licensed Code.

7. Intellectual Property Rights

7.1. Ownership

All intellectual property rights in and to the Licensed Code shall remain with the Licensor (and any open-source contributors, if applicable). The Licensees obtain no right, title, or interest therein except as explicitly set forth in this Agreement.

7.2. Derivative Works

All right, title, and interest in and to any derivative works, modifications, or improvements of the Licensed Code created by or on behalf of the Licensees (either solely or jointly with others) shall vest solely in the Licensees, subject to the Licensor's underlying intellectual property rights in the unmodified Licensed Code. The Licensees shall have the right to license, commercialize, or otherwise exploit such derivative works without restriction, provided that the Licensees comply with any open-source obligations that apply to the original Licensed Code.

8. Confidentiality

8.1. Definition of Confidential Information

"**Confidential Information**" means any non-public, confidential, or proprietary information disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in connection with this Agreement. Confidential Information does not include information that is:

- already publicly available at the time of disclosure;

- made publicly available through no fault of the Receiving Party;

- lawfully obtained by the Receiving Party from a third party without breaching confidentiality obligations; or

- independently developed by the Receiving Party without reference to the Confidential Information.

8.2. Obligations

The Receiving Party shall not disclose the Confidential Information to any third party, except to employees, advisors, or contractors who have a need to know and are bound by confidentiality obligations no less protective than those herein. The obligations set forth in this Article 8 shall remain in effect during the Term of this Agreement and for a period of one (1) year after the termination or expiration of this Agreement.

9. Indemnification and Limitation of Liability

9.1. Indemnification by Licensees

The Licensees shall hold harmless the Licensor (and in the case of a DAO, its members or tokenholders acting in such capacity) from and against any claims, damages, or losses arising out of Licensees' use of the Licensed Code in violation of this Agreement or applicable law. The Licensees shall only indemnify the Licensor for claims directly resulting from the Licensees' misuse, not inherent flaws in the original code.

9.2. Indemnification by Licensor

The Licensor shall hold harmless the Licensees from any third-party claims alleging that the Licensed Code, so long as modifications are not substantial, infringes such third party's intellectual property rights, provided Licensees use the Licensed Code in accordance with this Agreement.

9.3. Limitation of Liability

- No Indirect Damages. To the maximum extent permitted by law, neither Party shall be liable to the other Party for any indirect, incidental, consequential, special, punitive, or exemplary damages (including loss of profits, revenue, or data) arising out of or related to this Agreement, even if such Party has been advised of the possibility of such damages.

- Cap on Damages for Licensees. The Licensees' total aggregate liability, altogether, for any and all claims arising out of or related to this Agreement shall not exceed the total amounts actually paid (or payable) by the Licensees to the Licensor under this Agreement during the twelve (12) months preceding the date on which the claim arose.

- Exclusions. The foregoing limitations shall not apply to (i) any indemnification obligations explicitly agreed to in Section 9.1 or 9.2, or (ii) damages arising from a Party's breach of its confidentiality obligations under Article 8.

- Jurisdictional Limitations. If any jurisdiction restricts the exclusion or limitation of liability for certain types of damages, then the Parties' liability in that jurisdiction shall be limited to the fullest extent permitted by law. Neither Party shall be liable for indirect, incidental, consequential, or special damages, including loss of profits, revenue, or data,

arising out of or related to this Agreement, even if advised of the possibility of such damages.

10.   Term and Termination

10.1. Term

This Agreement shall commence on the Effective Date and continue until the expiration of each Licenses:

-   Transmuter: 1 June 2026

-   Integration strategies: 1 September 2027

10.2. Survival

Sections regarding payment obligations (including any unpaid Fee Share attributable to DAO-controlled fees), confidentiality, indemnification, and liability limitations shall survive any termination of this Agreement.

11.   Dispute Resolution

11.1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Seychelles, without regard to its conflict of law principles.

11.2. Arbitration

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be finally settled by a mutually agreed forum. The language of arbitration shall be English. The number of arbitrators shall be agreed by the Parties.

11.3. DAO-Friendly Dispute Mechanisms

If a dispute involves the DAO's actions or decisions (e.g., fee allocation or governance votes), the Parties may opt to use the DAO's internal dispute resolution procedures or an on-chain arbitration platform, provided such mechanisms are mutually agreed upon and comply with DAO standards requirements.

12. Notices

All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement shall be in writing and addressed to the Parties at the addresses or emails set forth below or at such other addresses as may be designated by the Party receiving notice.

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13. Miscellaneous

13.1. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the subject matter and supersedes any prior understandings or agreements, whether written or oral.

13.2. Amendments

No amendment to this Agreement is valid unless it is in writing and signed (physically or via recognized electronic means) by the Parties, and in the case of a DAO, approved through the DAO's governance process. Changes cannot be made unilaterally by the DAO without the Licensees' explicit agreement.

13.3. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13.4. Force Majeure

Neither Party shall be liable for delays or failures in performance due to events beyond their reasonable control, including acts of God, terrorism, war, civil unrest, or regulatory restrictions.

13.5. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution via electronic signature or DAO on-chain proposal shall be valid as if signed in ink.

14.   Signatures

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the **Effective Date**.

For the Licensor:

- **Company:** ANGLE █████████

- █████████████

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- **Date:** 16 / 04 / 2025

For the Licensees:

- **Company:** MIMO ██████████

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- **Date:** 16 / 04 / 2025

- **Company:** COOPER █████

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- **Date:** 16 / 04 / 2025