

## **OBADA DAO, LLC.**

### **DAO Membership Agreement**

This DAO Membership Agreement (this “**Agreement**”) is made as of date: \_\_\_\_\_, by and between OBADA DAO, LLC., (the “**DAO**”), a Wyoming based decentralized autonomous organization limited liability DAO, and \_\_\_\_\_ (“**Member**”).

### **RECITALS**

**WHEREAS**, individual DAO membership interests (“**Membership Interest(s)**” or “**Membership Unit(s)**”), are initially available to a maximum of **One Hundred One (101)** unaffiliated and pre-qualified Members. Membership Interests are limited to one per Member, with all Members possessing equal rights and obligations within the DAO.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, covenants and agreements herein contained, the DAO and the Member agree as follows:

1. The undersigned Member hereby agrees to the following:

- a. **Distinction Between Membership Interest and Ownership of Public Utility Tokens.** The DAO will be providing public utility services to various actors via the OBADA Platform. In order to facilitate network transactions and provide for the creation of mechanisms which can act as a decentralized chain-of-custody for specific digital assets, the DAO will create and issue “Utility Tokens”, as defined in Article 1 of the DAO Operating Agreement by and among the Members of the DAO (the “**Operating Agreement**”). These Utility Tokens will be allocated according to the conditions set forth in **Schedule B** of the Operating Agreement. Any Membership Interest in the DAO itself, which specifically allows for Members to equally participate in the control and governance of the DAO’s operations and activities, is to be considered separate and independent from any rights associated with ownership of any public utility token which will be issued by the DAO at a later date.
- b. **Membership Interest Should Not be Considered a Security.** None of the 101 Member Interests which have been made available have been registered with the Securities and Exchange Commission or any individual state securities regulatory agency. As is the fundamental nature of all decentralized autonomous organizations, management of the DAO will not be controlled or managed by a centralized body, i.e. board of directors, officers, managers, etc., but instead is to quickly transition to become “Member-Managed,” as is required by Wyoming Law and described in Section 3.02 (b) of the Operating Agreement. This transition will be complete once the OBADA Foundation can determine that DAO membership is “sufficiently decentralized,” which is interpreted herein to mean that the DAO’s managerial control and entrepreneurial efforts have been such distributed amongst its Members that the offer of these available Member Interests do not qualify as securities or financial investments under existing federal or state laws. The inherently decentralized nature

of blockchain development projects can complicate their clear application of traditional legal securities frameworks by regulatory authorities. For that reason, Initial Membership is specifically limited to certain industry actors and accredited investors. However, nothing in this Agreement, including references to securities or investments, should be interpreted as an acknowledgment by the Member that any of the available Membership Interests, constitutes admittance the Membership Interests may be securities.

- c. **Compliance with Federal and State Securities Law.** By satisfying the requirements necessary for a registration exemption for certain private placements of securities, the DAO hopes to proactively alleviate any concerns that its Members or regulators may have regarding its compliance with federal and state securities laws. The DAO is accepting only certain Members who are actors within the ITAD industry, or to “Accredited Investors,” as such term is defined in Rule 501 of Regulation D under the Securities Act of 1933. The Membership Interests have not been registered under the Securities Act or the securities laws of any state and will be offered in reliance upon the exemption from registration afforded by Section 4(2) thereunder and Regulation D (Rule 506) of the Securities Act and corresponding provisions of Wyoming securities laws.
2. **Restrictions on Transferability and Resale.** The Membership Interests offered hereby are subject to restrictions set forth on transferability and resale, and independent of the prohibition on the transfer (as set forth by the DAO itself), may not be transferred or resold, unless such transfer is to a spouse or an entity in which the transferring member owns at least a majority control of such proposed transferring Member, and except as permitted under the Securities Act and applicable Wyoming law, pursuant to registration or exemption therefrom. Members should be aware that they will be required to bear the financial risks of any contributions for an indefinite period of time.
3. **Authorization.** The Member has all right, power and authority to enter into this Agreement and to carry out and perform the Member’s obligations hereunder. This Agreement has been duly authorized, validly executed and delivered on behalf of the Member and is a valid and binding obligation of the Member, enforceable in accordance with its terms, except to the extent that enforceability thereof may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the enforcement of creditors’ rights generally and except that the availability of equitable remedies, such as specific performance or injunctive relief, are subject to the discretion of the court before which any proceeding may be brought.
4. **Acquiring Entirely for Own Account.** The Member is acquiring the Membership Interest for Member’s own account as principal, not as a nominee or agent, and not with a view to, or for, resale, distribution or fractionalization thereof in whole or in part and no other Person has a direct or indirect beneficial interest in such Member Interests. Further, the Member does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Membership Interests.

5. **Economic Risks**: Each Member will be required to make a contribution of Five Thousand Dollars (“\$5,000”) in exchange for full acceptance as a Member, as outlined in Section 4.08 of the Operating Agreement. Member is aware that their contribution is made in a DAO which is highly speculative and subject to substantial risks, including the possibility of a complete loss of such Members contribution. The financial condition of the Member is such that the Member is under no present or contemplated future need to recoup the capital contributed for the staking requirement to satisfy any existing or contemplated undertaking, need or indebtedness.
6. **No Public Market**. The Member understands that Membership Interests are non-transferable, and no public market exists for those Membership Interests currently made available by the DAO.
7. **Information**. All material documents, records and books pertaining to the DAO and the Membership Interests have been made available to the Member. The Member has relied on the information contained therein and in other such documents the Member has elected to review and has not relied upon any oral representations or been furnished any other offering literature or written information, except other information (if any) provided by the DAO at the Member’s request. Members understands and acknowledges that further documentation with respect to the DAO and the Platform (as defined in the Operating Agreement) will continue to iterate and be published to DAO Members as the DAO and Platform are developed.
8. **Tax Consequences**. Member acknowledges that the DAO does not make any representation or warranty regarding the tax consequences to the Member arising from the issuance of Member Interests in accordance with this Agreement, and that the DAO shall in no event be liable to the Member for any adverse tax liability that may arise. The Member acknowledges that the DAO has urged the Member to seek the counsel of the Member’s own legal or tax advisors in regard to the income tax consequences arising from the obtainment of Membership Interests in accordance with this Agreement.
9. **Indemnification**. The Member understands the meaning and legal consequences of this Agreement and agrees to indemnify and hold harmless the DAO and the other Members against any and all loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the undersigned Member contained in this Agreement.
10. **Governing Law**. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Wyoming (without giving effect to any conflicts or choice of laws or provisions thereof that would cause the application of the domestic substantive laws of any other jurisdiction).

11. **Miscellaneous**. This Agreement shall inure to the benefit of, and be binding upon, any permitted successors, assigns, heirs, executors, personal representatives and administrators of the Member.
12. **Counterparts**. This Agreement may be executed in any number of counterparts, and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which together shall constitute one and the same instrument.

**[Signature Page Follows]**

The parties have executed this DAO Membership Agreement as of the date first set forth above.

**Decentralized Autonomous Organization Limited Liability DAO:**

**OBADA DAO, LLC**

By: \_\_\_\_\_  
*(Signature)*

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**INDIVIDUAL MEMBERS(S):**

By: \_\_\_\_\_  
*(Signature)*

Print Name: \_\_\_\_\_

**ENTITY OR TRUST MEMBER:**

\_\_\_\_\_  
Print Entity Name

By: \_\_\_\_\_  
*(Signature)*

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_