Project Integration Agreement

This Project Integration Agreement (this "Agreement"), effective as of March 23, 2026 (the "Effective Date"), is by and between [redacted], a Panama Private Interest Foundation ("F.TEC"), [redacted], a Panama Private Interest Foundation ("Foundation"), [redacted], a Panama Company (the "OpsCo"), [redacted]"Founders"). Each a Party" and collectively the "Parties".

WHEREAS, the OpsCo, through its employees, contractors, and agents, which includes the Founders, is the *sole and exclusive legal and beneficial owner* of all right, title of the technology, code, branding, and other intellectual property (together, the Project IP, as defined below) related to **P2P.me** (the "Project");

WHEREAS, Foundation is the Licensee under a Software Sublicense Agreement (the "Sublicense") with F.TEC, which grants Foundation the right to sublicense the Futarchic Management System (as defined below) to projects that wish to implement that technology.

WHEREAS, OpsCo wishes to sublicense the Futarchic Management System for the Project (the "Sublicense") from Foundation.

WHEREAS, the OpsCo and Founders has developed the Project, being a decentralized on-ramp/off-ramp protocol designed to operate without third-party intervention or intermediaries.

WHEREAS, the [redacted] controlled by the Founders, executed a Master Services Agreement with OpsCo on or about December 1, 2024 and that Agreement once amended will be referred to as the Services Agreement.

NOW THEREFORE, in exchange for the OpsCo and the Founders's commitment to this Agreement's terms and payment of the Integration Fee (as defined below), the OpsCo shall be granted the Sublicense. The Parties agree as follows:

1. **Definitions.**

"Applicable Law" means any **legally binding** federal, national, state and local laws, ordinances, regulations, orders, statutory instruments, rules, treaties, codes of practice, guidance notes, policy statements, customary laws, decrees, injunctions, or judgments and/or ruling, declaration, regulation, requirement, request or interpretation issued by any regulatory, judicial, administrative or governmental body or person that is **applicable to** F.TEC, the Foundation, or the OpsCo in the jurisdictions in which they are incorporated or currently conducting material business operations.

"OpsCo Default" means the occurrence of any of the following events as determined by either F.TEC's or Foundation's Director in their independent sole discretion: **(i)** the OpsCo's failure to remedy a material breach of this Agreement, including any associated agreements

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referenced in this Agreement; **(ii)** the OpsCo's commitment of unlawful activity or malfeasance; **(iii)** the occurrence of circumstances that pose a material legal or financial risk to Foundation or F.TEC.

"Founder Default" means the occurrence of any of the following events as determined by either F.TEC's or Foundation's Director in their independent sole discretion: **(i)** the Founders' failure to remedy a material breach of this Agreement, caused by the Founder, including any associated agreements referenced in this Agreement; **(ii)** the Founders' commitment of unlawful activity or malfeasance; **(iii)** the occurrence of circumstances that pose a material legal or financial risk to Foundation or F.TEC directly or indirectly caused by the Founder.

"F.TEC Covered Persons" means F.TEC and its subsidiaries, agents, managers, and other affiliated companies, and their employees, service providers, executives, agents, attorneys, officers, and directors.

"Foundation Covered Persons" means Foundation and its subsidiaries, agents, managers, and other affiliated companies, and their employees, service providers, executives, agents, attorneys, officers, and directors.

"Futarchic Management System, FMS" means an onchain governance protocol that implements futarchy—a market-driven decision-making system enabling decentralized autonomous organizations ("DAO(s)") to make binding strategic, operational, and capital allocation decisions through condition markets, where condition markets are defined as designated markets that trade or determine outcomes based on specific conditions or events, rather than traditional token-weighted or share-weighted voting.

"Project IP" means all intellectual property rights, including but not limited to source code, compiled code, object code, trademarks, service marks, branding, designs, documentation, and know-how, created, conceived, or reduced to practice by the OpsCo, its employees, contractors and agents, for the Project, as defined in Exhibit A.

2. **Futarchic Management System Usage.**

A. The Sublicense. Foundation will grant OpsCo a sublicense to the Futarchic Management System through a separate Software Sublicense Agreement.

B. The Futarchicly-Controlled Escrow. F.TEC will grant OpsCo access to and usage of a Futarchicly-Controlled Escrow account which is programmatically controlled and governed by the Futarchic Management System.

C. No-Exclusivity. Nothing herein shall be deemed to restrict Foundation or any of its associates, directors, officers, or employees from contracting with, or engaging in any business with, third parties that may or may not be competitive with OpsCo and the Project.

3. Integration Fees

A. Integration Fee. For the provision of the governance related services, the OpsCo shall pay Foundation a fixed, one-time payment of $500.00 USD (five hundred US dollars) (the "Integration Fee"). The initial Integration Fee shall be due and payable within thirty (30) calendar days following the execution of this Agreement. The Integration Fee is intended to represent fair market value for the services rendered.

B. Foundation Expenses. **(i)** OpsCo shall reimburse Foundation for specific, non-recurring third-party expenses (such as specialized legal opinions required by the OpsCo or external audit fees) associated with the implementation or termination of this Agreement (the "Reimbursable Expenses"). **(ii)** OpsCo shall reimburse Foundation for all non-recoverable national, state, and local tax, value added tax, goods and services tax, consumption tax, and other taxes (excluding taxes on the net income of Foundation) paid by Foundation in connection with this Agreement.

C. Payment. The OpsCo shall pay Foundation all amounts due and owed within thirty (30) calendar days after receiving an invoice from Foundation, whose invoice shall clearly detail any Reimbursable Expenses incurred. All payments made by the OpsCo to Foundation under this Agreement shall be in U.S. Dollars or USD Coin ("USDC"), at Foundation's discretion.

4. Obligations of OpsCo and the Founders

A. Primary Service Provider. The Founders shall, either directly or indirectly, serve as the primary services provider to OpsCo, tasked with the ongoing technical development, marketing, and operational management of the Project, pursuant to a separate Services Agreement between the Founders and OpsCo .

B. Operational Responsibility. **(i)** The Founders, in their capacity as the Primary Service Provider, shall be responsible for providing OpsCo and its Director with all necessary technical, operational, and strategic recommendations required to operate the Project. **(ii)** While the Parties acknowledge that OpsCo's Director retains ultimate fiduciary and decision-making authority over the OpsCo's actions, OpsCo represents and warrants that all advice, instructions, or materials provided by the Founders to OpsCo shall be in strict compliance with Applicable Laws. **(iii)** The Founders' responsibility as "responsible party in fact" shall be limited to recommendations, instructions, and data that the OpsCo's Director has accepted and acted upon, and shall not extend to outcomes otherwise arising from the Director's independent exercise of discretion. **(iv)** The Founders and OpsCo acknowledge and agree that, as stipulated in OpsCo's Constitution, the OpsCo's recommendations and operational actions and the OpsCo Director's actions will be guided by the Futarchic Management System.

C. Prohibited Actions. The Founders and OpsCo hereby covenant and agree that they shall not under any circumstance: (i) negotiate, authorize, or execute the sale, transfer, assignment, license, or encumbrance over any portion of the Project IP to any third party or to themselves; (ii) create any copy (except as necessary for the ordinary course of development for the Project) or derivative works of the Project IP for use outside of OpsCo; or (iii) take any action that would result in the Project IP being hosted, deployed, or managed outside of the Technical Infrastructure identified in Exhibit A.

D. Compliance Affirmation. **(i)** Before the OpsCo's Director executes any high-risk action, including but not limited to the initiation of a public token sale, OpsCo shall deliver to the OpsCo's Director and Foundation a signed document stating that the OpsCo has consulted with duly licensed and competent counsel and tax advisors in the relevant jurisdictions and has conducted the necessary due diligence and that the proposed action is legal and compliant (the "Compliance Affirmation"). **(ii)** If the OpsCo's Director acts based on a fraudulent Compliance Affirmation from OpsCo, such act shall constitute an immediate OpsCo Default and trigger the Indemnification and Mandatory Severance Actions provisions herein. **(iii)** If the OpsCo's Director acts based on a fraudulent Compliance Affirmation from the Founders, such act shall constitute an immediate Founders Default and trigger the Indemnification and Mandatory Severance Actions provisions herein.

E. The Founders and OpsCo acknowledge and accept that they will modify the OpsCo's Constitution so that it includes the terms stipulated in Exhibit D.

F. The Founders and OpsCo acknowledge and accept that they will comply with the Project Revenue Split stipulated in Exhibit B, until such time as the Project Revenue Split is modified by disposition of FMS.

5. Obligations of the Foundation

a. Provision of Infrastructure. As long as this Agreement remains in effect and no OpsCo Default and/or Founder Default has occurred, Foundation shall:
   i. Maintain Sublicense: Ensure the OpsCo's uninterrupted legal and technical access to the Futarchic Management System (FMS).
   ii. Governance Integrity: Refrain from exercising its corporate ownership rights over the OpsCo ([redacted]) to interfere with the day-to-day technical or operational decisions of the Founders, provided such decisions do not violate the FMS instructions or Applicable Law.

b. Fiduciary Alignment. Foundation acknowledges that it holds the corporate interest in the OpsCo and the Project IP for the ultimate benefit of the Project's token holders. Foundation's actions regarding the Project shall be guided by the results of the FMS; provided, however, that all such actions shall be subject to the ultimate discretion and final approval of the Foundation's Director. The Director shall exercise this discretion to ensure that any FMS instruction is implemented in strict accordance with Applicable Law and the Foundation's fiduciary obligations as well as the Director's ultimate discretion.

6. Obligations of F.TEC

A. Coordination. As long as this Agreement remains active, F.TEC will undertake that the Project may continue using the Futarchic Management System and maintain access to the Futarchicly-Controlled Escrow.

B. <u>No Representations or Warranties</u>. Except as expressly authorized by Foundation, Foundation shall make no representations or warranties on behalf of Foundation regarding this Agreement.

C. FMS Availability. F.TEC shall notify all Parties in writing within two (2) business days of becoming aware of any material technical failure, suspension, or degradation of FMS that would prevent the generation of valid binding instructions. In the event that the Futarchic Management System is unavailable, technically inoperative, or incapable of generating a valid binding instruction for a continuous period exceeding thirty (30) calendar days (an "<u>FMS Outage</u>"): (i) no Party shall exercise any right, power, or discretion under this Agreement that is expressed to be conditional upon, guided by, or triggered by a valid FMS instruction for the duration of the FMS Outage; for the avoidance of doubt, Foundation's Director shall not initiate a Management Transition vote, and no Mandatory Severance Actions shall be initiated on the basis of an FMS instruction during an FMS Outage; (ii) all obligations and rights under this Agreement shall otherwise continue in full force, with the Parties acting in good faith to preserve the status quo pending restoration of FMS; (iii) if the FMS Outage continues for more than ninety (90) calendar days, either Party may initiate mediation under the Dispute Resolution clause to determine a mutually agreed interim governance arrangement, and no Party shall be in breach of this Agreement solely by reason of being unable to comply with an FMS-dependent obligation during the FMS Outage; and (iv) any OpsCo Default determination made during an FMS Outage shall be void unless confirmed in writing by Foundation's Director with recorded reasons demonstrating that the basis for the determination is entirely independent of any FMS instruction or FMS-governed process.

D. In the event of an F.TEC Cessation: (a) F.TEC shall, prior to any such Cessation, use commercially reasonable efforts to assign or novate its rights and obligations under this Agreement to a successor entity (b) if no successor entity is identified or agreed within sixty (60) calendar days of the notice of F.TEC Cessation, the Sublicense and this Agreement shall be deemed to continue in favour of Foundation on a royalty-free, perpetual basis solely to the extent necessary to allow the Project to continue operating, and the Founders' obligations under this Agreement shall correspondingly continue on their existing terms; (c) in the event that the FMS protocol becomes permanently inoperable due to F.TEC Cessation or the cessation of operations of MetaDAO LLC, and cannot reasonably be restored or replaced within ninety (90) calendar days, the Parties shall negotiate in good faith a substitute governance mechanism of equivalent function, and until such mechanism is agreed: no Party may initiate Mandatory Severance Actions predicated on an FMS instruction; the revenue split in Exhibit B shall continue on its last operative terms; and the OpsCo's Director shall exercise reasonable commercial judgment in the absence of FMS guidance, consistent with the Project's operational history; and (d) an OpsCo Default shall not be triggered solely by reason of the Project's inability to comply with FMS-dependent obligations arising directly from an F.TEC Cessation or permanent FMS failure.

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7. <u>Mandatory Severance Actions</u>

A. Remedy. **(i)** If Foundation or F.TEC consider that the Project may have entered into OpsCo Default or Founder Default, they will notify the relevant party in writing, and that party will have three (3) business days to respond to the considerations. **(ii)** If the relevant party does not respond in a timely manner or if their response is insufficient to disprove the existence of a potential OpsCo Default or Founder Default, Foundation's or F.TEC's determination of default shall enter into effect and the determining party shall notify the OpsCo and/or the Founders in writing so that the infracting party may remedy the potential default. **(iii)** The Founders and/or OpsCo will have ten (10) calendar days, counting from the date of written notification, to demonstrate to the determining party that they have remedied the situation. **(iv)** Foundation's or F.TEC's Director may confirm the OpsCos Default and/or Founder Default in writing to the infracting party and the Project's community after the abovementioned period has lapsed and thus initiate the Mandatory Severance Actions (a "Final Default"). **(v)** A breach of Section 4.C to this Agreement is a material breach, non-curable and cannot be remedied, and would cause immediate Final Default.

B. Management Transition. **(i)** Upon the occurrence of a Final Default, the Foundation, in its capacity as the sole owner of the OpsCo, shall immediately notify the Project's community. The Foundation Director may, at their sole discretion or upon a valid instruction from the FMS, initiate a Futarchic Referendum to determine the Project's path forward. **(ii)** The community shall vote on the following three mutually exclusive paths: (a) The Project's assets, IP, and Escrow access are preserved. The Foundation exercises its owner rights to terminate all agreements with the Founders, remove them from all corporate positions, and appoint a new service provider or interim team designated by the FMS; (b) The Project is shuttered. The Sublicense is terminated, and all remaining funds in the Futarchicly-Controlled Escrow are programmatically returned to the token holders/beneficiaries (pro-rata), effectively ending the Project's lifecycle; or (c) The Project assets and IP returns to the Founders.

C. Termination of Associated Agreements. Upon the termination of this Agreement due to a Final Default, the *Software Sublicense Agreement* shall automatically terminate, except for any provisions in such agreements that expressly state that they shall survive termination.

D. Penalties. In the event of a Founder Default, the Founders hereby covenants and agrees that, immediately upon the occurrence of Final Default: **(i)** Vesting Cessation. Any and all future vesting rights of Project Tokens, OpsCo Tokens, or other forms of compensation allocated to the Founders (or the Founders's associated entities) shall immediately cease and terminate. **(ii)** Clawback of Vested Tokens. The Founders shall immediately surrender to OpsCo (or Foundation, acting on behalf of the OpsCo) all vested Project Tokens held by the Founders, which tokens shall be deemed forfeited *provided that*; in the event the Founders fail to surrender Vested Tokens irrespective of OpsCo's disposition of the Vested Tokens, the Founders shall be liable to OpsCo for the greater of: (a) the USD value of the Vested Tokens at the time of Founders' disposition of the Vested Tokens; or (b) the USD value of the Vested Tokens at the time of

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determination of Founder Default. **(iii)** The Founders, OpsCo and the Foundation accept and agree that any and all undistributed public sale funds will return to token holders, likewise any funds held in the Futarchicly-Controlled Escrow, whether or not they are associated with subsequent revenue generated by the Project or not, will be used to cover expenses associated with the Mandatory Severance Actions. **(iv)** The Project will no longer be able to use the Futarchic Management System and will lose access to the Futarchicly-Controlled Escrow. **(v)** The application of these Mandatory Severance Actions shall constitute the sole and final settlement of all claims between the Parties to this Agreement.

E. Irrevocable Power of Attorney. **(i)** To ensure the effectiveness of the Mandatory Severance Actions and the irrevocable transfer of corporate interests described in Section 7.B, the Founders and the OpsCo hereby irrevocably and independently appoint Foundation and F.TEC, acting through its designated Director, as their Attorney-in-Fact as stipulated in Exhibit C. **(ii)** Upon the successful liquidation of OpsCo's assets or replacement of the roles previously held by the Founders by new entities or individuals as determined by FMS, this Power of Attorney shall be deemed automatically extinguished and terminated. Foundation shall have no further authority to act on behalf of the Founders or the OpsCo, and shall, upon written request, execute any document reasonably necessary to confirm the renunciation and termination of said Power of Attorney.

8. Representations and Warranties of the Founders and OpsCo. The Founders and OpsCo represents and warrants to Foundation, that as of the Effective Date and continuing throughout the Term, the following:

A. Corporate Authority. **(i)** OpsCo is duly formed, validly existing, and in good standing under the laws of its jurisdiction of organization. **(ii)** OpsCo has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action as evidenced in Exhibit C. **(iii)** This Agreement, when executed, constitutes the legal, valid, and binding obligation of the Founders and OpsCo, enforceable against each of them in accordance with its terms.

B. Project IP. **(i)** OpsCo is the sole and exclusive legal and beneficial owner of all right, title, and interest in and to the Project IP, free and clear of all liens, encumbrances, security interests, and third-party claims. **(ii)** The Founders and OpsCo have not taken and shall not take any action, nor permitted any Person to take any action, that would limit, divest, or impair the OpsCo's full ownership of the Project IP. **(iii)** The Project IP, and the use of the Project IP as contemplated by the agreements referenced herein, does not and will not infringe upon, violate, or misappropriate any intellectual property rights of any third party.

C. Compliance. **(i)** The OpsCo and its personnel and its service providers have, at all times, complied with all Applicable Laws related to the development, marketing, and conduct of the Project. **(ii)** The execution, delivery, and performance of this Agreement, and the agreements referenced herein, do not and will not conflict with, or constitute a breach of, OpsCo's Constitution or, court order, or governmental decree or corporate

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resolution by which the OpsCo is bound. **(iii)** OpsCo has not received any undisclosed written notice, inquiry, or order from any regulatory or governmental authority in any jurisdiction alleging that the Project, the Project Tokens, or OpsCo's activities violate any securities, commodities, or anti-money laundering laws, and OpsCo has no reason to believe such a violation exists. OpsCo makes no warranty as to the absence of regulatory risk inherent in the operation of a peer-to-peer digital asset platform, the characterisation of the Project Tokens under any securities or commodities framework, or the application of money transmission laws to the Project in any jurisdiction, which the Parties acknowledge are subject to ongoing regulatory development.

D. <u>Acceptance</u>. **(i)** OpsCo has reviewed, understands, and unconditionally accepts as binding covenants the terms and conditions of this Agreement **(ii)** OpsCo confirms its obligation to pay the Integration Fee and any Reimbursable Expenses to Foundation as set forth in the Integration Fee section of this Agreement. **(iii)** The Founders and/or OpsCo commit to executing and performing or causing to be executed and performed, all obligations under the separate Services Agreement with the OpsCo. **(iv)** The Founders and/or OpsCo it is not relying on any representations, warranties, or statements by the Company or any of its representatives except as expressly set forth in this Agreement.

9. **<u>Representations and Warranties of FTEC</u>.** Foundation represents and warrants to the Founders and OpsCo, as of the Effective Date and continuing throughout the Term, the following:

A. <u>Corporate Authority</u>. **(i)** Foundation is duly organized, validly existing, and in good standing under the laws of the Republic of Panama. **(ii)** Foundation has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action. **(iii)** This Agreement, when executed, constitutes the legal, valid, and binding obligation of Foundation, enforceable against Foundation in accordance with its terms. **(iv)** The execution, delivery, and performance of this Agreement do not and will not conflict with, or constitute a breach of, Foundation's governing documents (including its Private Interest Foundation Charter) or any other material agreement or court order by which Foundation is bound.

B. <u>Integration Fee</u>. Foundation acknowledges that the Integration Fee paid by OpsCo represents the sole monetary compensation due to Foundation in connection with this Agreement, excluding only the Reimbursable Expenses defined herein.

C. <u>FMS Availability</u>. F.TEC represents and warrants that, as of the Effective Date, the Futarchic Management System is fully operational. F.TEC will use commercially reasonable efforts to maintain FMS operability throughout the Term and shall notify all Parties in writing within two (2) business days of becoming aware of any material technical failure, suspension, or degradation of FMS that would prevent the generation of valid binding instructions.

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D. F.TEC Continuity. F.TEC represents and warrants that, as of the Effective Date: (i) F.TEC has no present intention to dissolve, wind up, or transfer its material obligations under this Agreement to any third party without prior written notice to all Parties; and (ii) F.TEC shall provide no less than ninety (90) calendar days' prior written notice to OpsCo and the Founders in the event that F.TEC resolves to dissolve, wind up, or materially restructure its operations in a manner that would affect its ability to perform its obligations hereunder ("F.TEC Cessation").

10. Confidentiality.

A. Confidential Information. The parties acknowledge that they may be furnished with, receive or otherwise have access to information of or concerning the other party that such party considers to be confidential, a trade secret or otherwise restricted. As used in this Agreement, "Confidential Information" will mean all information, in any form, furnished or made available directly or indirectly by one party to the other party under this Agreement, which is marked confidential, restricted, or with a similar designation, or that, based on the type or nature of the information and the circumstances of disclosure, should reasonably be understood by the receiving party to be confidential or proprietary. Confidential Information also includes: **(i)** all information concerning the operations, affairs and businesses of the disclosing party, the financial affairs of the disclosing party, and the relations of the disclosing party with its customers, employees and service providers; and **(ii)** the terms and conditions of this Agreement.

B. Confidentiality Obligations. Each party agrees that it will: **(i)** hold Confidential Information received from the other party in confidence and, except as expressly permitted by this Section, or by the express, prior written approval of the disclosing party in each instance, which approval may be withheld or granted by the disclosing party in its sole discretion, not provide, disseminate, sell, assign, lease, transfer or otherwise dispose of, disclose to or make available any Confidential Information of the disclosing party to any third party; **(ii)** use the Confidential Information of the other party only for performing its obligations or exercising its rights under this Agreement; and **(iii)** use at least the same degree of care as it employs to avoid unauthorized disclosure of its own information, but in any event no less than commercially reasonable efforts, to prevent disclosing to third parties the Confidential Information of the other party.

C. Permitted Disclosures. Any party may disclose Confidential Information of the other party to its employees, directors, attorneys, auditors, accountants, and subcontractors; provided that: **(i)** the recipient has a need to know the Confidential Information for purposes of performing his or her obligations under or with respect to this Agreement or as otherwise naturally occurs in such person's scope of responsibility and **(ii)** such disclosure is made pursuant to obligations of confidentiality that are no less stringent than those set forth in this Section.

D. Legal Disclosures. A party may disclose Confidential Information of the other party under compulsion of legal process by a court of competent jurisdiction or Applicable Law, provided that, immediately upon receiving any such request and to the extent that it may legally do so, such party advises the other party of the request prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

E. Return of Confidential Information. Upon Foundation's request, at any time and upon the termination of this Agreement for any reason, the OpsCo will return or destroy, as such party may direct, all material in any medium that contains Confidential Information of Foundation.

F. Exclusions. This Section will not apply to any particular information that the receiving party can demonstrate: **(i)** was, at the time of disclosure to it, in the public domain; **(ii)** after disclosure to it, was published or otherwise became part of the public domain through no fault of the receiving party; **(iii)** was in the possession of the receiving party at the time of disclosure to it without any obligation of to restrict its further use or disclosure; **(iv)** was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further use or disclosure; or **(v)** was independently developed by the receiving party without reference to Confidential Information of the furnishing party.

11. Term and Termination.

A. Term. The term of this Agreement begins on the Effective Date and may only be terminated by Final Default or by vote of FMS.

B. Survival. Notwithstanding termination of this Agreement, in the event of termination of this Agreement for any reason whatsoever, all terms and provisions of this Agreement that the Parties intend to survive termination shall survive for as long as necessary to effectuate such term or provisions purposes and shall bind the Parties and their respective representatives, successors, and assigns: Section1 Definitions, Section 4 Obligation of OpsCo and the Founders, Section 6 Mandatory Severance Actions, Section 7 Representations and Warranties of OpsCo and the Founders, Section 9 Confidentiality, Section 13 Enforcement of Agreement, Section 14 Indemnity and Limitation of Liability, and Section 15 General Provisions. Termination of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

12. **Assignment.** **(i)** The Founders and/or OpsCo may not assign or transfer any of its rights or delegate any of its obligations hereunder, voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Foundation. **(ii)** Any purported assignment, transfer, or delegation in violation of this Section is null and void. **(iii)** No assignment, transfer, or delegation will relieve the Founders and/or OpsCo of any of its obligations hereunder. **(iv)** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

13. **Compliance with Laws** Each Party shall at all times and at its own expense (subject to reimbursement as provided herein if applicable): **(i)** strictly comply with all Applicable

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Laws, rules, regulations, and governmental orders, now or hereafter in effect, relating to its performance of this Agreement; **(ii)** pay all fees and other charges required by such laws, rules, regulations, and orders; and **(iii)** maintain in full force and effect all licenses, permits, authorizations, certifications, registrations, and qualifications from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder.

14. <u>Enforcement of Agreement</u>

A. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Panama without giving effect to the choice of law principles of any jurisdiction that would dictate the application of any other law. Each party irrevocable agrees to submit to the exclusive jurisdiction of the courts in a court located in the Republic of Panama over any claim or matter arising under or in connection with this Agreement for purposes of any injunctive or for any rights not subject to arbitration under this Agreement or that are not arbitrable as a matter of Panamanian law.

B. <u>Dispute Resolution</u>. In the event of a dispute between any of the parties related to this Agreement or the breach thereof, the parties shall first participate in at least one (1) live or teleconferenced mediation session (*i.e.*, using Zoom or a similar videoconferencing software that allows the parties to communicate in real time) with a Centro de Conciliacion y Arbitraje de Panama ("<u>CeCAP</u>") neutral. The parties agree to participate in mediation in good faith and the parties agree to share equally in the cost of such mediation. Should the dispute not be settled within seven (7) days following the mediation session, either party may then commence a binding arbitration administered in Panama City, Republic of Panama by CeCAP under its Expedited Arbitration Rules and Procedures (the "<u>Expedited Procedures</u>") in effect at the time the arbitration is commenced, except as modified herein. A single arbitrator shall preside, and proceedings shall be conducted remotely to the maximum extent possible. The language of the arbitration shall be English. Each party shall initially pay its own expenses in such arbitration, including its attorneys' fees, subject to reapportionment or an award of attorney's fees by the arbitrator in a final award. The prevailing party as determined by the arbitrator shall be awarded its reasonable attorneys' fees and other costs incurred in the dispute in addition to any other relief to which it may be entitled. Any interim or provisional relief that would be available from a court of law shall be available in accordance with the rules of CeCAP however, nothing in this Agreement shall preclude the parties from obtaining preliminary injunctive relief in a court of competent jurisdiction located in Panama if necessary to prevent irreparable harm pending the conclusion of any arbitration. The final arbitration award may be confirmed in any court having jurisdiction over the parties, but the parties agree that the courts located in Panama City Republic of Panama, shall have jurisdiction over the parties and the subject matter of this Agreement for any dispute arising hereunder, and the parties further agree to waive any claim of improper venue or forum non conveniens. Except as may be required by law, neither a party nor an arbitrator may disclose the existence or content of any arbitration hereunder without the prior written consent of both parties, except that either party may disclose any final arbitration award unless both parties agree in writing to keep it confidential.

15. Indemnity and Limitation of Liability.

A. Indemnification by Foundation. Foundation shall indemnify, defend, and hold harmless the Founders and/or OpsCo from and against any and all third-party claims, damages, obligations, losses, liabilities, and expenses (including reasonable attorneys' fees) (**"**Losses**"**) arising directly or indirectly from or in connection with any material misrepresentation or willful withholding of information by Foundation.

B. Indemnification by the OpsCo. The Founders and/or OpsCo shall severally defend, indemnify, and hold harmless Foundation Covered Persons from and against any and all Losses resulting from any third-party claim, suit, action, or proceeding (a "Third-Party Claim") based on the Founders and/or OpsCo's: **(i)** Negligence or willful misconduct; **(ii)** Failure to comply with the terms of this Agreement; **(iii)** Any undisclosed violation of any Applicable Law, including without limitation any securities, commodities, or money transmission laws, arising from the Project or any public token sale.

C. Indemnity Procedure. Foundation shall promptly notify the Founders and/or OpsCo of any Third-Party Claim. The Founders and/or OpsCo shall have the right to assume the defense at its own expense with counsel approved by Foundation. Foundation shall have the right to participate in the defense and shall not settle any claim without the Founders and/or OpsCo's consent, which shall not be unreasonably withheld.

D. Limitation of Liability. In no event will Foundation be liable under or in connection with this Agreement, under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any: **(i)** consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages; **(ii)** increased costs, diminution in value or lost business, production, revenues, or profits; **(iii)** loss of goodwill or reputation; **(iv)** use, inability to use, loss, interruption, delay or recovery of any data, or breach of data or system security; or **(v)** cost of replacement goods or services, in each case regardless of whether Foundation was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable. In no event will Foundation's aggregate liability arising out of or related to this agreement under any legal or equitable theory, EXCEPT FOR CLAIMS SUBJECT TO INDEMNIFICATION UNDER THIS SECTION, EXCEED $5,000.

16. General Provisions.

A. Additional Matters. Any decision, action, or determination relating to the Project that is not explicitly addressed or reserved by the terms of this Agreement shall be subject to and governed exclusively by the Futarchic Management System in line with the terms of the Agreement.

B. No Waiver. The failure of any Party to assert any of its rights under this Agreement shall not be deemed to constitute a waiver of that Party's right thereafter to enforce each and every provision of this Agreement in accordance with its terms.

C. Subject Headings; Construction. The headings and captions used in this Agreement are used only for convenience and are not to be considered in construing or interpreting this

Agreement. All references in this Agreement to sections and exhibits shall, unless otherwise provided, refer to sections hereof and exhibits attached hereto, all of which exhibits are incorporated herein by this reference. The terms “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole, including all exhibits, and not to any particular section, subsection, paragraph or other subdivision. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter genders. The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation,” the word “or” is not exclusive; references to Persons include their respective successors and assigns (to the extent and only to the extent permitted by this Agreement) or, in the case of governmental Persons, Persons succeeding to the relevant functions of such Persons; and all references to statutes and related regulations shall include any amendments of the same and any successor statutes and regulations.

D. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

E. Language of the Contract; Counterparts. The Parties agree that the English language shall be the language of interpretation of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

F. Entire Agreement and Amendments. **(i)** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements, understandings, and communications between the Parties with respect to the subject matter hereof. **(ii)** The OpsCo has not relied upon any statements of Foundation or its attorneys in entering this Agreement and covenants and agrees to not bring fraud-based or negligent misrepresentation claims against the Foundation or its legal counsel. **(iii)** The Parties acknowledge and agree that the Parties negotiated this Agreement at arm’s length. **(iv)** No modification or amendment to this Agreement shall be effective unless in writing and executed by the duly authorized representative of each of the Parties.

G. Third-Party Rights. Subject to the express provisions of this Agreement, none of the Parties confers or purports to confer on any third Party any benefit or any right to enforce any term of the Agreement.

H. Force Majeure. If any obligation in this Agreement is prevented, restricted, interfered with, or delayed by reason of any cause beyond the reasonable control of the Party liable to perform, the Party so affected shall, on giving written notice to the other Party, be excused from such performance provided that the affected Party shall use its reasonable best efforts to avoid or remove such causes of non-performance and shall resume performance with the utmost dispatch whenever such causes are removed. The Parties can discuss if any modification of the terms of this Agreement may be required in order to arrive at an equitable solution.

I. Notice. Any notice shall be given in writing or by email and addressed to the Party to be notified at the Party's address or email address listed under such Party's signature below, or at such other address or email designated by a Party, with at least ten (10) calendar days' advance written notice.

[Signature Page Follows]

[redacted]

The Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

[redacted] (Foundation):

[redacted]

[redacted] (OpsCo):

[redacted]

[redacted] (F.TEC):

[redacted]

[redacted]

[redacted]

[redacted]

<u>Exhibit A</u>

Intellectual Property

The Project IP includes all: **(i)** technology, open-source code (including code and commitments across all repositories under https://github.com/p2pdotme, relevant technical documentation; **(ii)** smart contracts listed below; **(iii)** administrative keys, private keys, symmetric keys, asymmetric keys, and/or all other cryptographic keys or other types of access credentials used to lock or unlock the smart contracts listed below:

Smart contracts - https://github.com/p2pdotme/contracts-v4
Subgraph - https://github.com/p2pdotme/subgraph
User app UI - https://github.com/p2pdotme/user-app-spa
Ops app UI - https://github.com/p2pdotme/ops-app-new
Merchant app - https://github.com/p2pdotme/merchant-app-spa
Coins me app UI - https://github.com/p2pdotme/coinsme-app

For the avoidance of doubt, Project IP does not include any underlying code, logic, or architectural components of the Futarchic Management System (FMS) or any other technology licensed or sublicensed to OpsCo by Foundation or [redacted] or MetaDAO LLC.

[redacted]

Exhibit B

Project Revenue Split

1. Primary Revenue Account. As of the Effective Date, all revenue generated by the Project, from any source whatsoever, shall flow directly into the following programmatically controlled wallets: `0x4cad6eC90e65baBec9335cAd728DDC610c316368` on the Base Blockchain Network.

2. Revenue Split. On a Weekly basis, at 00:00 UTC of the ___ day of the week, the aggregate revenue resulting from fee paying users interacting with the Project shall be allocated as follows:

    a. Prior to July 1, 2026: 100% to Merchant LP Fees, Insurance pools and circle admin payments: This portion shall be made claimable pro-rata as yield to Merchant LPs who are active.
    b. From July 1, 2026 onwards: **(i)** 8.89% to Circle Admins, **(ii)** 17.78% to Insurance Pools, **(iii)** 20% deposited into the Futarchic-Controlled Escrow and **(iv)** 53.33% to Merchant LP fees.

3. The Parties acknowledge and agree that the percentages and mechanics set forth in this Exhibit B represent the initial state of the Project and may be modified at any time by a binding decision of the Futarchic Management System (FMS), but may not be modified outside of a passed proposal under FMS.

[redacted]

Exhibit C

OpsCo Resolution

Articles of Incorporation of [redacted] (Annexed herewith)

[redacted]

<u>Exhibit D</u>

OpsCo Constitutional Amendment

1. Proposals Committee: No proposal shall be submitted to, nor any resulting decision be implemented from, the Futarchy Management System (https://v1.metadao.fi/proposals) without passing the following dual-validation process:
    a. Phase I: The Proposal Committee. A committee appointed by the Company's Board of Directors shall originate and or evaluate proposals based on technical feasibility and strategic alignment. A simple majority vote of the Committee is required to advance a proposal.
    b. Phase II: Presidential Validation. Following Committee approval, the President of the Board must perform a Compliance Review. The President's signature is required to certify that the proposal does not violate Applicable Laws nor the Company's fiduciary standards.
    c. The Mandate: Only those resolutions that have secured both a Committee majority and a Presidential Validation are recognized as 'Mandatory Futarchic Instructions' under these Articles.

2. Mandatory Futarchic Compliance: The Company is governed by the Futarchic Management System. Notwithstanding any other general powers granted to the Board of Directors under Panamanian Law, the Board's discretionary authority is specifically restricted as follows:

- Mandatory Instruction: The Board of Directors is legally and contractually obligated to identify, adopt, and implement all resolutions approved by the Futarchy Management System (FMS) (https://v1.metadao.fi/proposals).
- Definition of Valid Instruction: An approved proposal found at (https://v1.metadao.fi/proposals) is only deemed "Mandatory" and "Valid" if the underlying proposal has successfully passed the Dual-Validation Gate stipulated in Article **_**
- Implementation Agent: The President of the Company's Board of Directors is the primary fiduciary responsible for executing the passed proposals (https://v1.metadao.fi/proposals) that meet the Dual-Validation criteria. Failure to implement a Valid Instruction shall be deemed a breach of fiduciary duty.
- Anti-Amendment Lock: This Clause _ may not be amended, repealed, or bypassed by any resolution of the Board of Directors. Any attempt to amend the Company's governance structure to decouple it from the FMS requires a prior, affirmative, and specific instruction from https://v1.metadao.fi/proposals to the Shareholders."

[redacted]