

DAO LLC OPERATING AGREEMENT

CougarDAO LLC

A Member-Managed DAO LLC

WYOMING LLC OPERATING AGREEMENT

Designated Blockchain: Ethereum

THIS OPERATING AGREEMENT is made and entered into effective as of the date of the organizing key signatures appended or incorporated hereto, by and among the parties assigned cryptographic interests in the decentralized autonomous organization described on Schedule 1 (collectively referred to in this agreement as the “Members”).

SECTION 1

THE DAO LLC

1.1 Formation. The Members form a limited liability company (“LLC”) under the name CougarDAO LLC (the “DAO LLC”) on the terms and conditions in this Operating Agreement (this “Agreement”) and pursuant to Chapter 29 of the Wyoming Limited Liability Company Act (the “Act”). The Members agree to file with the appropriate agencies within the State of Wyoming charged with processing and maintaining such records all documentation required for the formation and maintenance of the DAO LLC. The rights and obligations of the Members are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the DAO LLC will be conducted under the name CougarDAO LLC, or under such other names which the Members may agree upon as provided in this Agreement and from time to time.

1.3 Purpose. The purpose of the DAO LLC is to engage in any lawful act or activity for which an LLC may be formed within the State of Wyoming.

1.4 Office. The DAO LLC shall continuously maintain an office and registered agent in the State of Wyoming as required by the Act. The DAO LLC has no fixed offices or place of business. The DAO LLC’s activities are directed, controlled, and coordinated primarily through the Designated Blockchain and other electronic communications networks by Members located throughout the world.

1.5 Term. The term of the DAO LLC commences on the aforementioned effective date and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.6 Admission of Additional Members. Except as otherwise expressly provided herein, no additional Members may be admitted to the DAO LLC without the consent of the Members as provided in this Agreement. For the avoidance of doubt, the joinder of new Members may be approved and executed by autonomous scripts on the Designated Blockchain.

1.7 Admission of Series of Members. The DAO LLC may form separate series with respect to the Members pursuant to the Act, § 18-215, and if so formed and listed on Schedule 2, as amended from time to time, the Members intend that the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series of the DAO LLC will be enforceable against the assets of such series only, and not against the assets of the DAO LLC generally or any other series thereof, and none of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to the DAO LLC generally or any other series thereof shall be enforceable against the assets of such series (“Series”). For admission as a Series, each Series and its members and managers must agree to indemnify and hold harmless the DAO LLC and the Members (the “Series Indemnified Parties”)

against any claims, liabilities, legal fees, judgements, or other losses incurred by the Series Indemnified Parties that reasonably arise from (i) a Series' non-compliance with the provisions of this Agreement, or (ii) any similarly contrary action undertaken by the Series, its members or managers.

SECTION 2 CAPITAL CONTRIBUTIONS

2.1 Initial Contributions. The initial and other contributions of the Members and those subsequently admitted as Members shall be set forth in Schedule 1 as amended from time to time. Contributions shall be made in cash, cryptographic assets and/or equivalent work as determined by the Members. Contributions by members among Series shall be set forth in Schedule 2 , as amended from time to time.

2.2 Additional Contributions. No Member shall be obligated to make any additional contribution to the DAO LLC's capital without the consent of the Members as provided in this Agreement.

2.3 No Interest on Capital Contributions. Members are not entitled to interest or other compensation for or on account of their capital contributions to the DAO LLC except to the extent, if any, expressly provided in this Agreement.

SECTION 3 ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Distributions. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit and determine as provided in this Agreement. Available funds, as referred to herein, shall mean the net cash and/or cryptographic equivalents of the DAO LLC available after appropriate provision for expenses and liabilities, as determined by the Members. Distributions in liquidation of the DAO LLC or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.2 No Right to Demand Return of Capital. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the DAO LLC.

SECTION 4 LIMITATION OF LIABILITIES

4.1 Indemnification. The DAO LLC shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the DAO LLC) by reason of the fact that they are or were a Member of the DAO LLC, manager, employee, or agent of the DAO LLC, or are or were serving at the request of the DAO LLC, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interest of the DAO LLC, and with respect to any criminal action proceeding, have no reasonable cause to believe their conduct was unlawful. The termination

of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of “no lo Contendere” or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which they reasonably believed to be in the best interest of the DAO LLC, and, with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was lawful.

SECTION 5 POWERS AND DUTIES OF MANAGING MEMBERS

5.1 Management of DAO LLC.

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement and as signified through Cryptographic Consensus (defined below), shall have the complete power and authority to manage and operate the DAO LLC and make all decisions affecting its business and affairs. Similarly, the business and affairs of a Series shall be vested in the members of that Series in accordance with this Agreement and as detailed in Schedule 2.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the DAO LLC shall be made and determined by recorded votes of the Members' interests in the DAO LLC secured and denominated on the Designated Blockchain (“Cryptographic Units”) under the then-existing consensus rules of such Cryptographic Units as detailed on Schedule 1 (such determination, “Cryptographic Consensus”).

5.1.3 Third parties dealing with the DAO LLC shall be entitled to rely conclusively upon the power and authority of the Members to manage and operate the business and affairs of the DAO LLC as signified through Cryptographic Consensus.

5.1.4 In the event that Cryptographic Consensus cannot be determined, due to, among other causes, exigent circumstances related to the operation of the DAO LLC operating code, Designated Blockchain, or otherwise, the Members shall promptly select an alternative operating mechanism in writing to record votes of Cryptographic Units and determine Cryptographic Consensus for the DAO LLC. In the event an alternative blockchain is selected by the Members in accordance with this section, such blockchain will be deemed the Designated Blockchain for all purposes of this Agreement.

5.2 Decisions by Members. Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean the consent of the Members determined by recorded votes of Cryptographic Units and as signified through Cryptographic Consensus.

SECTION 6 PAYMENT OF EXPENSES, SALARIES, AND COUNSEL

6.1 Organization Expenses. All expenses incurred in connection with the organization of the DAO LLC will be paid by the DAO LLC as approved by Cryptographic Consensus.

6.2 Salary. No salary will be paid to a Member for the performance of their duties under this Agreement unless the salary has been approved by Cryptographic Consensus.

6.3 Legal and Accounting Services. The DAO LLC may obtain legal and accounting

services to the extent reasonably necessary for the conduct of the DAO LLC's business.

SECTION 7

BOOKS OF ACCOUNT, RECORDS, ACCOUNTING REPORTS, FISCAL YEAR, TAX MATTERS

7.1 Method of Accounting. The DAO LLC will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 Books and Records. The books and records of the DAO LLC may be kept in such manner, and within or outside the State of Wyoming at such place or places as may from time to time be designated by the Members.

7.3 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the DAO LLC is the calendar year.

7.4 Capital Accounts. Capital Accounts among the Members and any Series formed hereafter shall be maintained on the Designated Blockchain and evidenced by Cryptographic Consensus and equivalent determinations by Series under their respective agreements.

7.5 Tax Representative. The Members shall select a "Tax Representative," who shall be the "partnership representative" of the DAO LLC within the meaning of Section 6223(a) of the Internal Revenue Code of 1986. If any state or local tax law provides for a partnership representative or person having similar rights, powers, authority or obligations (including as a "tax matters partner"), the Tax Representative shall also serve in such capacity. The Tax Representative may resign at any time. If a Tax Representative ceases to serve as such for any reason, and in the interim of selecting a Tax Representative, the DAO LLC itself will automatically and immediately become the new (acting) Tax Representative until a new Tax Representative is selected by the Members as provided in this Agreement.

SECTION 8

REPRESENTATIONS & WARRANTIES

By entering into this Agreement, Members represent and warrant to the DAO LLC that they acknowledge and agree to the following:

(i) CougarDAO LLC has no present intention of registering the Cryptographic Units and is under no obligation to register the Cryptographic Units. There is no assurance that any exemption from registration under the Securities Act will be available, and that, even if available, such exemption may not allow Members to transfer all or any portion of the Cryptographic Units under the circumstances, in the amounts, or at the times that they might propose;

(ii) This Agreement has been reviewed and authorized by the existing Members; and

(iii) This Agreement constitutes legal, valid, and binding obligations, enforceable in accordance with their terms among the Members, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditor's rights generally and by general equitable principles.

SECTION 9

TRANSFER OF MEMBERSHIP INTERESTS

9.1 Sale or Encumbrance Prohibited. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the DAO LLC, including, but not limited to, assigning control over Cryptographic Units, without the prior authorization of the Members under Cryptographic Consensus or formal assignment mechanisms otherwise authorized for the DAO LLC or Series formed hereafter.

9.2 Death, Incompetency, or Bankruptcy of Member. On the death, adjudicated incompetence, or bankruptcy of a Member, unless the DAO LLC exercises its rights under Section 9.3, the successor-in-interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the DAO LLC and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until the transferee is admitted as a fully substituted Member by Cryptographic Consensus.

9.2.1 Any Transfer of Economic Rights pursuant to Section 9.2 will not include any right to participate in the management of the DAO LLC, including any right to vote or consent to matters, and will not include any right to information on the DAO LLC or its operations or financial condition. Following any Transfer of only the Economic Rights of a Member's interest in the DAO LLC, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

9.3 Death Redemption. Notwithstanding the foregoing provisions of Section 9, the Members covenant and agree that on the death of any Member, the DAO LLC, at its option, by providing written notice to the estate of the deceased Member within one-hundred eighty (180) days of the death of the Member, may purchase, acquire, and redeem the interest of the deceased Member in the DAO LLC pursuant to the provisions of Section 9.2.

9.3.1 The value of each Member's interest in the DAO LLC as represented by Cryptographic Units will be determined and signified through Cryptographic Consensus.

9.3.2 On completion of the redemption of the deceased Member's interest in the DAO LLC, the interests of the remaining Members will increase proportionately to their existing interests recorded by Cryptographic Consensus.

9.4 Withdrawal. For the avoidance of doubt, a Member may at all times redeem their interests in the DAO LLC through mechanisms approved through Cryptographic Consensus, including, but not limited to, autonomous scripts, and may be similarly subject to removal from the DAO LLC for violation of this Agreement or associated Member obligations and face liquidation of their interests in the DAO LLC through formal exit mechanisms approved through Cryptographic Consensus.

SECTION 10 DISSOLUTION AND WINDING UP OF THE DAO LLC

10.1 Dissolution. The DAO LLC will be dissolved on the happening of any of the following events:

10.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the DAO LLC;

10.1.2 The agreement of all of the Members;

10.1.3 By operation of law; or

10.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the DAO LLC, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within one-hundred twenty (120) days after the date of the event, elect to continue the business of the DAO LLC.

10.2 Winding Up. On the dissolution of the DAO LLC (if the DAO LLC is not continued), the Members must take full account of the DAO LLC's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the DAO LLC's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

10.2.1 To payment and discharge of the expenses of liquidation and of all the DAO LLC's debts and liabilities to persons or organizations other than the Members;

10.2.2 To the payment and discharge of any DAO LLC debts and liabilities owed to the Members; and

10.2.3 To the Members in the amount of their respective adjusted Capital Account balances on the date of distribution and as authorized by the designated Tax Representative as provided in Section 7.5.

SECTION 11 GENERAL PROVISIONS

11.1 Amendments. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment upon the consent of the Members as signified through Cryptographic Consensus.

11.2 Governing Law. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Wyoming (without regard to principles of conflicts of law).

11.3 Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the Members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed in accordance with Section 11.1.

11.4 Further Effect. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

11.5 Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the

Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

11.6 Captions. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

11.7 Notices. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered to the owners of the addresses documented in Schedule 1 for each Member or to such other addresses as a Member may specify by notice given in conformance with these provisions to the other Members.

11.8 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled exclusively in online arbitration by arbitrator(s) selected by the Members, or in the absence of such selection, by the parties, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All costs of the arbitration and the fees of the arbitrators shall be allocated between the parties as determined therein, it being the intention of the parties that the prevailing party in such a proceeding be made whole with respect to its expenses.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

Membership - Schedule 1
DAO LLC OPERATING AGREEMENT
FOR CougarDAO LLC
LISTING OF MEMBERS & CAPITAL CONTRIBUTIONS

The DAO LLC operating code ratifying this Agreement through Cryptographic Consensus, or otherwise deployed and stamped by this Agreement and related transaction data by the DAO LLC organizers, provides a running account of DAO LLC capital contributions, Cryptographic Units, and Designated Blockchain addresses identified among the Members. Joinder to this Agreement shall be effective upon appending key signatures to the DAO LLC operating code in a manner authorized by the Members or by otherwise participating in the DAO LLC.

Series - Schedule 2
DAO LLC. OPERATING AGREEMENT
FOR CougarDAO LLC
Listing Of LLC Series

The following Series have been established under the DAO LLC pursuant to the Act:

Those Series duly authorized under Cryptographic Consensus and the DAO LLC operating code established under Schedule 1 of this Agreement.