

## TERMS OF ENGAGEMENT

LAST MODIFIED: 2022-01-27

**THESE TERMS OF ENGAGEMENT** (hereinafter this “**Agreement**”) constitute a binding contract between JuiceboxDAO (“**JuiceboxDAO**” or “**DAO**”) and dao dev inc. (the “**Provider**”). This Agreement governs the DAO’s access to and use of the Services (as defined below).

This Agreement takes effect at the end of the DAO’s 41<sup>st</sup> governance period (00:00 UTC, on February 10, 2023), upon approval by the DAO (the “Effective Date”). For better clarity, the term *approval* is defined by the DAO’s governance process as “proposals which receive at least 80,000,000 affirmative JBX votes amounting to at least 66% of total votes”. A copy of the DAO’s governance process at the time of this proposal vote is available at [ipfs://QmdXcXZT4Dfx8rMQynfED452v9NFeM2iMtk5wUp7jVvm6K](https://ipfs://QmdXcXZT4Dfx8rMQynfED452v9NFeM2iMtk5wUp7jVvm6K).

BY ACCESSING OR USING THE SERVICES, THE DAO (A) ACKNOWLEDGES THAT IT HAS REVIEWED, READ AND UNDERSTOOD THIS AGREEMENT; AND (B) ACCEPTS THIS AGREEMENT AND AGREES TO BE LEGALLY BOUND BY ITS TERMS.

### 1. Definitions

- (a) “**Services**” means the services provided by Provider under this Agreement, which may include all or some of the following:
  - (i) Consult and assist DAO on implementing best practices and industry standards with respect to DAO governance;
  - (ii) Provide operations and planning support, including executing blockchain transactions to engage with and test the Services provided;
  - (iii) Provide software development services such as the creation of smart contracts or decentralized applications (dApps) written in Solidity, JavaScript, TypeScript, or other similar programming languages.
- (b) “**DAO Data**” means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of DAO to Provider for the execution of the Services.
- (c) “**Documentation**” means user manuals, handbooks, blog posts, articles, artworks, and guides provided and generated by Provider for DAO, either electronically or in hard copy form/end user documentation.
- (d) “**JBX**” means JuiceboxDAO’s native token.
- (e) “**Provider IP**” means the Documentation, and all intellectual property provided to DAO in connection with the foregoing. For the avoidance of doubt, Provider IP includes any information, data, or other content derived from Provider’s execution of the Services but does not include DAO Data.

(f) “**Third-Party Products**” means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Services.

## 2. Access and Use.

(a) Provision of Access. Provider hereby grants to DAO such rights and licenses with respect to the Provider IP that will allow DAO to use and otherwise exploit perpetually throughout the universe for all or any purposes whatsoever the Provider IP, without incurring any fees or costs to Provider (other than the Fees set forth herein) or any other person in respect of the Provider IP. In furtherance of the foregoing, such rights and licenses shall:

- (i) Be irrevocable, perpetual, fully paid-up, and royalty-free;
- (ii) include the rights to use, reproduce, perform (publicly or otherwise), display (publicly or otherwise), modify, improve, create derivative works of and the Provider IP, including all such modifications, improvements, and derivative works thereof, and
- (iii) be freely assignable and sublicensable, in each case solely in connection with the assignment or licensing of the Provider IP or any portion, modification, or derivative work thereof, and only to the extent necessary to allow the assignee or sublicensee, as the case may be, to use and exploit the Provider IP or portion, modification, improvement, or derivative work thereof.

(b) Reservation of Rights. Provider reserves all rights not expressly granted to DAO in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to DAO or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(c) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend DAO’s access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) DAO’s use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other DAO or vendor of Provider; (C) DAO is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, DAO has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider’s provision of the Services to DAO is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider’s access to or use of any third-party services or products required to enable DAO to access the Services; or (iii) in accordance with Section 4 (any such suspension described in subclause (i), (ii), or (iii), a “**Service Suspension**”). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to DAO and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Services Suspension is cured. Provider will have no liability for any damage,

liabilities, losses (including any loss of data or profits), or any other consequences that DAO may incur as a result of a Service Suspension.

3. DAO Responsibilities.

(a) Acceptable Use Policy. The Services and the Provider IP may not be used for unlawful, fraudulent, offensive, or obscene activities. JuiceboxDAO will comply with all terms and conditions of this Agreement and all applicable laws, rules, and regulations, and all guidelines, standards, and requirements.

(b) DAO Data. JuiceboxDAO hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the DAO Data and perform all acts with respect to the DAO Data as may be necessary for Provider to provide the Services. JuiceboxDAO will ensure that the DAO Data does not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. JuiceboxDAO is solely responsible for the development, content, operation, maintenance, and use of the DAO Data.

(c) Third-Party Products. The Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. If JuiceboxDAO does not agree to abide by the applicable terms for any such Third-Party Products, then JuiceboxDAO should not install, access, or use such Third-Party Products.

4. Fees and Payment. JuiceboxDAO shall pay Provider the fees as described at <https://www.daodevinc.com/fees.html> (“**Fees**”) as they become due. JuiceboxDAO shall make all payments hereunder in Ether (ETH), USDC, USDT or DAI on or before the due date, to the following Juicebox project: Juicebox v2 project 412. If JuiceboxDAO fails to make any payment when due, without limiting Provider’s other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of ten percent (10%) per annum; (ii) JuiceboxDAO shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including legal fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) days or more, Provider may suspend, in accordance with Section 2(c), JuiceboxDAO’s access to any portion or all of the Services until such amounts are paid in full.

5. Taxes. All Fees and other amounts payable by JuiceboxDAO under this Agreement are exclusive of taxes and similar assessments. JuiceboxDAO may be responsible for harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST), value added tax, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, state, territorial, or local governmental entity on any amounts payable by JuiceboxDAO hereunder, other than any taxes imposed on Provider’s income.

6. Confidential Information. From time to time during the Term, Provider, and JuiceboxDAO may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as “confidential” at the time of disclosure (collectively, “**Confidential Information**”). Confidential

Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, contractors, and agents who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five (5) years thereafter; *provided, however*, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Privacy Policy. Provider complies with its privacy policy available at <https://www.daodevinc.com/dao-dev-inc-privacy-policy.pdf> ("**Privacy Policy**"), in providing the Services. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the Services, JuiceboxDAO acknowledges that it has reviewed and accepted the Privacy Policy, and consents to all actions taken by Provider with respect to its information in compliance with the then-current version of Provider's Privacy Policy.

8. Intellectual Property Ownership; Feedback. Provider owns all right, title, and interest, including all intellectual property rights, in and to the Services and (b) JuiceboxDAO owns all right, title, and interest, including all intellectual property rights, in and to DAO Data. If JuiceboxDAO or any of its employees, contractors, or agents sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including, without limitation, any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between JuiceboxDAO and Provider governing such Feedback. All such Feedback is and will be treated as non-confidential. The DAO hereby assigns to Provider, on its behalf, and shall cause its employees, contractors, and agents to assign all right, title, and interest in, and Provider is free to use, without any attribution or compensation to the DAO or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any such Feedback.

9. Limited Warranty and Warranty Disclaimer.

(a) Provider warrants that it provides Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) DAO Warranty. The DAO warrants that it owns all right, title, and interest, including all intellectual property rights, in and to DAO Data and that both the DAO Data and the DAO's use of the Services are in compliance with this Agreement, all applicable laws, rules, regulations or any guidelines, standards, or requirements.

(c) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a) THE SERVICES ARE PROVIDED "AS IS" AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET THE DAO'S OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF THE DAO'S OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

10. Indemnification. The DAO shall indemnify, hold harmless, and, at Provider's option, defend Provider (including any representative, employee, agent, director or officer of Provider in their personal capacity) and its affiliates, successors, and assigns from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, fine, penalties, expenses, fees (including reasonable attorney's fees), taxes, liabilities ("**Losses**"), including Losses arising from or relating to actions, claims, or investigations brought forward by administrative or regulatory bodies, including securities or anti-money laundering regulators, arising from or relating to the DAO's violation of this Agreement or the failure to fulfill any obligations relating to the use of the Services incurred by the DAO or any other person or entity; *provided that* DAO may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further *provided that* Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

11. LIMITATIONS OF LIABILITY. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (e) COST OF REPLACEMENT GOODS OR SERVICES; OR (f) VIOLATION OF ANY LAWS BY THE DAO, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE

THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED AN AMOUNT EQUAL TO FIVE THOUSAND CANADIAN DOLLARS (CAD \$5000).

12. Prior Services.

- (a) Prior to the Effective Date, the ultimate beneficial owner of the Provider provided services to the DAO similar to the Services (the “**Prior Services**”).
- (b) The DAO hereby forever releases and discharges any ultimate beneficial owner, representative, employee, agent, director or officer of Provider, in their personal capacity, from any liability which may have arisen with respect to the Prior Services. Additionally, the DAO covenants that any and all actions, claims or lawsuits against such ultimate beneficial owner, representative, employee, agent, director or officer of Provider, with respect to the Prior Services, will be initiated against Provider only (the “**Excluded Claims**”).
- (c) Provider agrees that it will be liable to the DAO for all Excluded Claims.

13. Term and Termination.

- (a) Term. The term of this Agreement begins on the Effective Date and continues until terminated (the “**Term**”). Services that are specified to automatically renew will renew unless earlier terminated pursuant to this Agreement's express provisions or the Agreement is not renewed through the DAO's renewal process.
- (b) Termination. In addition to any other express termination right set forth in this Agreement:
  - (i) either party may terminate this Agreement, for any reason, upon seven (7) days' advance notice.
  - (ii) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; or
  - (iii) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; (D) violates applicable laws, rules, or regulations; or (E) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. No termination of this Agreement will affect JuiceboxDAO's obligation to pay all Fees that may have become due before such expiration or termination or entitle JuiceboxDAO to any refund.

(d) Survival. This Section 13(d), Section 4 (Fees), Section 10 (Indemnification), Section 11 (Limitation of Liability), Section 22 (Several Obligations), and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

14. Modifications. The DAO acknowledges and agrees that Provider has the right, in Provider's sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting. The DAO will be notified of modifications through notifications or posts on Discord, Discourse, Telegram, Twitter, Github, or via direct email communication from Provider. JuiceboxDAO is responsible for reviewing and becoming familiar with any such modifications. Continued use of the Services after the effective date of the modifications will be deemed acceptance of the modified terms. Such modifications shall automatically be integrated in this Agreement and form an integral part hereto, with the necessary changes having been made, and subject to the same terms and conditions set forth herein. Provider will provide at least thirty (30) days advance notice of changes to any service level that Provider reasonably anticipates may result in a material reduction in quality or services.

15. Governing Law. This Agreement, all related documents and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Quebec and the federal laws of Canada applicable therein.

16. Dispute Resolution; Arbitration. Any dispute arising hereunder shall be resolved through confidential binding arbitration conducted in the City of Montreal, Province of Quebec, in accordance with and pursuant to the provisions of the *Code of Civil Procedure* (Quebec). There shall be a single arbitrator mutually selected by the parties (or if the parties cannot agree, then mutually selected by arbitrators appointed by each of the parties). The determination of the arbitrator shall be final and binding on the parties, and judgment on the award rendered may be entered in any court having jurisdiction. The provisions enumerated in this Section do not hinder the right of either party to seek injunctive relief in order to limit immediate, serious and irreparable injury.

17. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, warranties and acts, both written and oral (including for certainty any such prior understandings, agreements, representations, warranties and acts, both written and oral, by or between JuiceboxDAO and any representative, employee, agent, director or officer of Provider, in their personal capacity), with respect to such subject matter.

18. Notices. Any notices to Provider must be sent to Provider's corporate headquarters address and must be delivered either in person, by certified or registered mail or email, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by Provider. Notwithstanding the foregoing, JuiceboxDAO hereby consents to receiving electronic communications from Provider. These electronic communications may include notices about

applicable fees and charges, transactional information, and other information concerning or related to the Services. JuiceboxDAO agrees that any notices, agreements, disclosures, or other communications that Provider sends electronically will satisfy any legal communication requirements, including that such communications be in writing.

19. No Waiver. Any failure to act by Provider with respect to a breach of this Agreement by JuiceboxDAO or others does not constitute a waiver and will not limit Provider's rights with respect to such breach or any subsequent breaches.

20. Assignment. This Agreement may not be assigned or transferred for any reason whatsoever without the Provider's prior written consent and any action or conduct in violation of the foregoing will be void and without effect. Provider expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.

21. Severability. Each Section of this Agreement is a separate and distinct covenant and is severable from all other separate and distinct covenants. If any covenant or provision herein contained is determined to be void or unenforceable in whole or in part, it shall be deemed severed from this Agreement and such determination shall not impair or affect the validity or enforceability of any other covenant or provision contained in this Agreement. The remaining provisions of this Agreement shall be valid, enforceable and remain in full force and effect and shall continue to bind the parties.

22. Several Obligations. All obligations of Provider and any of its representatives, employees, agents, director or officers are several and not joint, and in no event shall a party have any liability or obligation with respect to the acts or omissions of any other party to this Agreement.

23. Relationship of the parties. This Agreement is made with the express understanding that Provider is an independent contractor. This Agreement is a contractual relationship, and nothing contained herein shall be construed or applied to create the relationship of employer and employee or principal and agent or master and servant between Provider and the DAO or any of the Provider's employees or other personnel. Neither the Provider, nor any of their employees or other personnel are authorized to act or appear to act as agents or representatives of the DAO, whether in performing the Services or otherwise. This Agreement shall not establish a joint venture, agency or partnership between the Provider and the DAO and nothing in this Agreement shall be construed or interpreted to create a partnership or joint venture between the Provider and the DAO. Any provisions of this Agreement which may appear to give the DAO the right to direct the Provider as to details of performing any Services, or to exercise a measure of control over the Provider's performance of the Services, shall be interpreted to mean that the DAO will follow the instructions of the Provider with respect to the results of the Services achieved only and not in the means whereby the Services are to be accomplished. The Provider shall have complete and authoritative control as to the details of performing the Services. All Services contemplated hereunder, however, shall meet the approval of the DAO and shall be subject to the general right of inspection. In the event that a court of competent jurisdiction determines that the relationship of the parties hereto constitutes a joint venture, agency or partnership, then Section 4 (Fees), Section 10 (Indemnification), Section 11 (Limitations of Liability), and any right, obligation, or required performance of the parties in this Agreement shall survive and become express terms in their joint venture, agency, or partnership agreement.

24. Language. The parties hereto confirm that it is their wish that this Agreement and any other document contemplated herein be drawn up in the English language only. *Les parties aux présentes*



*confirment que c'est leur volonté que la présente convention et les autres documents connexes soient rédigés en anglais seulement.*