

**LIMITED LIABILITY COMPANY AGREEMENT
(ALGORITHMICALLY MANAGED)**

OPERATING AGREEMENT OF PYTH DAO LLC

This Operating Agreement (this “**Agreement**”) of PYTH DAO LLC, a non-profit limited liability company (the “**Company**”) incorporated as per the laws of Republic of the Marshall Islands pursuant to the Limited Liability Company Act of 1996 of the Republic of the Marshall Islands (as amended from time to time, the “**LLC Act**”), the Marshall Islands Non-Profit Entities (Amendment) Act of 2021 (as amended from time to time, the “**Non-Profit Act**”), and the Decentralized Autonomous Organizations Act, 2022 (as amended from time to time, the “**DAO Act**”), by and among the Company and the persons executing this Agreement (individually “**Member**” and collectively “**Members**”), causing the filing of the certificate of formation of the Company (the “**Certificate of Formation**”), with the Republic of the Marshall Islands Registrar of Corporations effective as of the filing date (“the **Effective Date**”).

NOW, THEREFORE, for and in consideration of mutual covenants contained herein and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

ORGANIZATION

I.1 **Organization.** The Members, by execution of this Agreement hereby agree to organize the Company as a Marshall Islands nonprofit limited liability company pursuant to the provisions of the LLC Act, Non-Profit Act, and DAO Act and upon the terms and conditions set forth in this Agreement.

I.2 **Registered Office; Registered Agent.** The registered office of the Company in the Marshall Islands shall be the initial registered office designated in the Certificate of Formation. The registered agent of the Company in the Marshall Islands (the “**Registered Agent**”) shall be the initial registered agent designated in the Certificate of Formation.

I.3 **Principal Office.** The Principal Office of the Company shall be at the principal office designated in the Certificate of Formation or at such other location as the Members may designate from time to time, which need not be in the Marshall Islands.

I.4 **Term.** The Company commenced on the Effective Date and shall continue in existence until dissolved pursuant to this Agreement.

ARTICLE II

PURPOSES AND POWERS

II.1 **Nonprofit Character.** The Company shall be a non-profit entity within the meaning of the Non-Profit Act.

II.2.1 **Purposes of the Company.** The Company is organized exclusively for charitable and educational purposes and not for profit. Specifically, the Company shall: steward the Pyth Network protocol and foster its development.

II.2.2 **Authority of the Company.** The Company shall have and exercise all of the powers conferred by law on nonprofit entities.

II.3. **No Private Inurement.** No part of its assets, income or earnings shall inure to the benefit of, or be distributable to, any Member, officer, employee or any private individual, except that

reasonable compensation may be paid for services rendered to or for the Company effecting one or more of its objects and purposes or for reimbursement of expenses incurred on behalf of the Company. No Member, officer or employee of the Company, or any private individual, shall be entitled to share in the distribution of any of the Company's assets on dissolution of the Company.

II.4. Limitation of Company Activities. No part of the activities of the Company shall include (i) carrying on propaganda, (ii) attempting in any manner to influence legislation, except that Members of the Company and personnel of the Company may testify or make other appropriate communications where formally requested to do so by a legislative body or a committee or a member thereof in matters concerning legislation relating to the public purposes of the Company or public appropriations to programs and activities of the Company, or (iii) participating or intervening in (including the publication or distribution of statements), or contributing to, any political campaign on behalf of any candidate for public office.

The Company shall never be operated for the primary purpose of carrying on a trade or business for profit.

ARTICLE III

MEMBERS

III.1 **Member Eligibility.** All Members shall at all times own their Membership Interests (as defined below) in their own right. Membership shall be limited to those individuals or entities that have staked **PYTH SPL** Tokens (the "Tokens") in the Pyth Staking Program (the "Staking Program"). The Token is defined by the Smart Contract on the **Solana** blockchain at address **HZ1JovNiVvGrGNiiYvEozEVgZ58xaU3RKwX8eACQBct3**. The Staking Program is the Smart Contract on the Solana blockchain at address **pytS9TjG1qyAZypk7n8rw8gfW9sUaqqYyMhJQ4E7JCQ**. Each staked Token represents one membership interest ("**Membership Interest**"). "**Smart Contract**" means a blockchain-based executable program. The Company is an algorithmically managed decentralized autonomous organization.

III.2 **Initial Members.** The names and addresses or Distributed Ledger identifiers of the Initial Members are the holders of the Tokens as of the Effective Date.

III.3 **Classes of Membership.** The Company shall have one class of Members, with all Members having voting rights equal to their Membership Interests on all matters requiring a vote.

III.4 **No Economic Interests.** Members shall not be entitled to any economic interest in the Company. For the avoidance of doubt, Members shall not be entitled to any share of the income, gain, loss, deduction or credits of, or the right to receive distributions of any kind of money or any other property from, the Company. The Members acknowledge that this Agreement does not give rise to a partnership for tax purposes, and that they do not intend to join together in the conduct of an enterprise.

ARTICLE IV

RIGHTS AND DUTIES OF MEMBERS AND COUNCILS

IV.1 **Management Rights.** All Members who have not Dissociated (as defined in Article VIII) shall be entitled to vote on any matter submitted to a vote of the Members. Except as otherwise provided in this Agreement, any difference with respect to the ordinary course of the business shall be decided via a vote of the Members. Each Membership Interest provides one vote. The Pyth Governance Program shall define all voting criteria of the Members, including quorum and percentage of votes required to approve a decision. Members may vote to modify voting criteria in accordance with the Pyth Governance Program. The “**Pyth Governance Program**” is defined by the Smart Contract (as may be updated from time to time) on the **Solana** blockchain at address **pytGY6tWRgGinSCvRLnSv4fHfBTMoiDGiCsesmHWM6U**. In the event (i) a decision cannot be facilitated by the Pyth Governance Program or (ii) one person together with his affiliated persons acquires ownership of, or control over, a majority of the Tokens, any Member entitled to vote prior to the occurrence of such event, as evidenced by such Member’s control of the blockchain account associated with a Membership Interest at the most recent snapshot prior to such event, will be entitled to vote to designate a new smart contract governance program that will replace the Pyth Governance Program.

IV.2 **Councils.** There may be autonomous subgroups within the Company called “Councils.” The Members may choose to elect Councils and delegate any portion of their powers to such Councils. Councils shall have the power to act on behalf of the Company within the scope of their delegated responsibilities. The Members may choose to create, amend, or revoke the powers of a Council at any time via a vote of the Members. The Pyth Governance Program shall define all voting criteria of any Councils, including quorum and percentage of votes required to approve a decision. Councils shall have the power to act on behalf of the Company within the scope of their delegated responsibilities.

IV.3 **Liability of Members.** Subject to subsection (4) of this Article, no Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement, the LLC Act or the DAO Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

IV.4 **Miscellaneous Obligations.** Each Member and each member of any Councils shall be subject to the implied contractual covenant of good faith and fair dealing, and shall act at all times consistently and in compliance with all of the provisions of this Agreement and with all policies, rules and decisions of the Company adopted in accordance with any of the provisions of this Agreement.

ARTICLE V

ALGORITHMIC MANAGEMENT

V.1 **Management.** Subject to Article IV.2, the ordinary and usual decisions concerning business affairs of the Company shall be made by the Members, with proposals submitted to and votes counted by the Pyth Governance Program, subject to the proposal submission requirements of the Pyth Governance Program.

V.2 **Authority of Members to Bind Company.** Only those Members and agents of the Company, including members of Councils per Article IV.2, expressly authorized by the Members

in accordance with the Pyth Governance Program shall have the authority to bind the Company.

ARTICLE VI

ACCOUNTING AND RECORDS

The Members shall maintain the following records at the Principal Office or in the smart contracts referenced in this Agreement:

VI.1 (i) A current list of name and last known address of each Member, or (ii) Distributed Ledger identifier of each Member, former Member and other holder of a Membership Interest;

VI.2 A copy of the Certificate of Formation and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Certificate of Formation has been executed;

VI.3 A copy of this Agreement including all amendments thereto;

VI.4 Any accounting records and financial statements of the Company;

VI.5 Records of voting and all actions taken by the Members and Councils.

ARTICLE VII

CONTRIBUTIONS AND CAPITAL ACCOUNTS

VII.1 **Initial Contributions.** On or before the date of filing of the Certificate of Formation with the registrar of corporations, each Initial Member has made a sufficient Capital Contribution in cash to the Company for the Company to begin its operations. No interest shall accrue on any Capital Contribution and no Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in this Agreement. A list of some such Contributions is set forth as “**Exhibit A**”.

ARTICLE VIII

DISSOCIATION OF A MEMBER

A Member shall cease to be a Member automatically (“**Dissociation Event**”) if such Member (i) ceases to hold any Membership Interests as described in Article III, (ii) is or becomes a Restricted Person (as defined below) or (iii) in accordance with Article XII.3(c) below.

ARTICLE IX

ADMISSION OF ADDITIONAL MEMBERS

Any prospective member may become a Member automatically by acquiring a Membership Interest as described in Article III and upon signing an agreement (including electronically via their wallet address) stating, among other things, that they agree to become a Member of the

Company and be bound by the terms of this Agreement. It is the policy of the Company that residents of Iran, Syria, Cuba, North Korea, and the Crimea, Donetsk, and Luhansk regions of the Ukraine and other regions and jurisdictions, as updated per RMI government guidelines and set forth in the Pyth Governance Program (each, a "**Restricted Person**"), are restricted from being Members and shall not engage in any of the Company's activities.

ARTICLE X

DISSOLUTION

The Company shall be dissolved and its affairs wound up in accordance with Part V of the Non-Profit Entities Act, 2020. For the avoidance of doubt, if the Members vote to dissolve the Company in accordance with the Pyth Governance Program, the Member shall be permitted to cause the Company to contribute any or all of its assets (including without limitation any intellectual property rights or digital assets) to a non-commercial entity with the purpose of stewarding the Pyth Network protocol and fostering its development.

ARTICLE XI

AMENDMENT

XI.1 **Amendment or Modification.** This Agreement may be amended or modified from time to time exclusively via a written instrument adopted by the Members and executed (including electronically via wallet addresses) via a proposal in accordance with the Pyth Governance Program.

ARTICLE XII

MISCELLANEOUS PROVISIONS

XII.1 **Entire Agreement.** This Agreement represents the entire agreement among all the Members and between the Members and the Company.

XII.2 **Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of the Republic of the Marshall Islands without regard to the conflicts of law principles thereof.

XII.3 **Dispute Resolution.**

(a) Should a controversy, dispute or claim arise between any Member out of or in relation to this Agreement ("**Dispute**"), such Members must give thirty (30) days' notice of such Dispute to the Company and the relevant party/ies (the "**Notice of Dispute**"). Should the Dispute not be resolved at the expiration of thirty (30) days after service of the Notice of Dispute, the relevant party may commence arbitration proceedings in accordance with Article XII.3(b) below.

(b) Should the Dispute remain at the expiration of thirty (30) days after service of the Notice of Dispute, the Dispute shall be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules (the "**Rules**"). The arbitration shall be seated in the Republic of the Marshall Islands and governed by the laws of the Republic of the Marshall Islands. The language of the arbitration shall be English. The

arbitration shall be determined by a sole arbitrator to be appointed in accordance with the Rules. Any award or decision made by the arbitrator shall be in writing and shall be final and binding on the parties without any right of appeal, and judgment upon any award thus obtained may be entered in or enforced by any court having jurisdiction thereof. No action at law or in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court of any jurisdiction.

(c) In the event that it is determined pursuant to this Article XII.3 that a Member who is party to a Dispute (i) is in material breach of this Agreement, (ii) acts in material violation of the Pyth Governance Program or any statutory requirements of Republic of the Marshall Islands or the laws or regulations of any other applicable jurisdiction, or (iii) acts against the best interests of the Company, such determination shall be deemed a Dissociation Event for such Member.

XII.4 Notices. Any notice to be given or to be served upon the Company or any party hereto in connection with this Agreement must be in writing (which may include email) and will be deemed to have been given and received when delivered to its Registered Agent, MIDAO Directory Services, Inc. at the following address: **PO Box 852, Long Island Rd Majuro, Marshall Islands MH 96960**. The Members may, at any time by giving five business (5) days' prior written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice will be given.

XII.5 Separability of Provisions. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

XII.6 Indemnification. Subject to such standards and restrictions, if any, as are set forth in this Agreement, the Company shall have the power to indemnify, defend and hold harmless any Member or other person from and against any and all claims and demands whatsoever.

XII.7 Disclaimer. Each Member has had the opportunity to consult with its own tax adviser and counsel to discuss and understand any tax and other legal consequences of acquisition, ownership and disposition of the Tokens, and any voting of their Membership Interests.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as effective of the date set forth above.

MEMBERS:

By: Member

Member

EXHIBIT A: Initial Contributions