

LLC MEMBERSHIP JOINDER AGREEMENT

THIS LLC MEMBERSHIP JOINDER AGREEMENT (this "Agreement") is entered into by and among [[DAO Name]] at the public key address [[DAO Contract Address]] ("Company") and the accounts conducting transactions through its approved smart contract extensions ("Buyer", and such smart contracts, "Joinder Contracts").

RECITALS

WHEREAS, Buyer, desires to purchase from Company (also referred to herein as "Seller"), and Seller desires to sell to Buyer, tokenized membership units in the Company, subject to the terms set forth herein (such units, "Membership Interests").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Purchase and Sale of Membership Interest.

(a) Buyer shall purchase from Seller, and Seller shall sell to Buyer, Membership Interests in exchange for capital contributions in cryptographic value according to the terms of the sale program recorded at the time of purchase in the Joinder Contracts. Such sale shall conclude and be effective upon the recording of the transfer in the Joinder Contracts.

(b) Seller agrees and acknowledges that no certificate or certificates are necessary to evidence the Membership Interests that are being sold by Seller to Buyer hereunder; such transfer shall be deemed effective automatically, without further notice or instruction from Seller, and shall be further deemed an acceptance and joinder to the membership agreement of Seller (such agreement, the "Operating Agreement").

2. Representation and Warranties of Seller.

Seller hereby represents and warrants to Buyer that:

(a) Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of [[LLC Formation State]] with full corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery, and

performance by Seller of this Agreement have been duly authorized by all necessary corporate action on the part of Seller, and, this Agreement is legally binding upon Seller in accordance with its terms;

(b) The execution, delivery, and performance by Seller of this Agreement and the transactions contemplated thereby will not (i) violate the provisions of any order, judgment, or decree of any court or other governmental agency or any arbitrator applicable to Seller or the organizational documents of Seller; or (ii) result in a material breach of or constitute (with due notice or lapse of time or both) a material default under any contract or agreement to which Seller is a party or by which Seller is bound;

(c) Seller is the sole beneficial and record holder of the Membership Interests, and upon consummation of the transactions contemplated by this Agreement, Seller shall have transferred to Buyer and Buyer shall have obtained from Seller all right, title and interest in the Membership Interests, free and clear of any and all liens, mortgages, hypothecations, collateral assignments, charges, encumbrances, title defects, security interests or claims (whether recorded or unrecorded) of any kind;

(d) Seller has not retained any investment banker, broker, or finder in connection with the transactions contemplated by this Agreement; and

(e) Seller has provided a copy of the Operating Agreement to Buyer for review, with such copy being deemed provided by notice of the public key address of the Company and a form of this Agreement that can be reasonably appended thereto.

3. Representations and Acknowledgments of Buyer.

Buyer hereby represents and warrants to Seller that:

(a) Buyer has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery, and performance by Buyer of this Agreement have been duly authorized by all necessary corporate actions on the part of Buyer, and, this Agreement is legally binding upon Buyer in accordance with its terms;

(b) The execution, delivery, and performance by Buyer of this Agreement and the transactions contemplated thereby will not (i) violate the provisions of any order, judgment, or decree of any court or other governmental agency or any arbitrator applicable to Buyer or the organizational documents of Buyer; or (ii) result in a material breach of or constitute (with due notice or lapse of time or both) a material default under any contract or agreement to which Buyer is a party or by which Buyer is bound;

(c) Buyer has not retained any investment banker, broker, or finder in connection with the transactions contemplated by this Agreement; and

(d) Buyer has been provided a copy of the Operating Agreement and an opportunity to review, with such copy being deemed provided by notice of the public key address of the Company and a form of this Agreement that can be reasonably appended thereto.

4. **Revised Membership Interests and Capital Accounts.** The Membership Interests in the Company, adjusted to reflect the transfers hereunder shall be as set and recorded by the Joinder Contracts and the organizational code of the Seller (the "DAO") on the public key addresses associated with the Joinder Contracts and the DAO.

5. **Binding Effect.** This Agreement shall be binding upon the legal representatives and successors of Seller and Buyer.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of [[Choice of Law]], without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of [[Choice of Law]] or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of [[Choice of Law]].

7. **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 parties, 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.

8. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties pertaining to the sale of the Membership Interest by Seller and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties with respect to such sale.

9. **Counterparts.** This Agreement may be signed in counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Facsimiles of signatures shall be deemed to be originals.