

## LIMITED LIABILITY COMPANY AGREEMENT

(MEMBER MANAGED)

### OPERATING AGREEMENT OF IPv4DAO LLC

This Operating Agreement (“**the Agreement**”) of **IPv4DAO 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 “**Act**”) and the Marshall Islands Non-Profit Entities (Amendment) Act of 2021 (as amended from time to time the “**Non-Profit Act**”), available on <https://rmicourts.org/wp-content/uploads/2021/12/P.L.-2021-29-NB-No.-31ND1-Non-Profit-Entities-Act-2020-1.pdf>, 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 on [insert date] effective as of [insert date] (“the Effective Date”).

**NOW, THEREFORE**, for and in consideration of mutual covenants contained 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 Act, Non-Profit 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 or such other office (which need not be a place of business of the Company) as the Members may designate from time to time in the manner provided by law. The registered agent of the Company in the Marshall Islands shall be the initial registered agent designated in the Certificate of Formation or such other person as the Members may designate from time to time in the manner provided by law.

**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: create a community based around decentralized governance of Internet Number Resources (eg. IPv4, IPv6, and others)

**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 in their own right. Membership shall be limited to those individuals or entities that are holders of the ERC721 Tokens (the "Tokens") located in the Smart Contract on the **Ethereum** blockchain at address **[hidden for confidentiality purposes]**. Each Token represents one Membership Interest. "Smart Contract" means an automated transaction which is comprised of code, script or programming language that executes the terms of an agreement and which may include taking custody of and transferring an asset, administering membership interest votes with respect to a decentralized autonomous organization or issuing executable instructions for these actions,

based on the occurrence or nonoccurrence of specified conditions. The Company is a member managed decentralized autonomous organization.

**III.2 Initial Members.** The names and addresses or Digital Ledger identifiers of the Initial Members and the designation of Managing Members are as reflected in “Exhibit A” attached hereto and made a part hereof as if set forth fully herein.

**III.3 Classes of Membership.** The Company shall have one class of Members, with all Members having voting rights equal to their **Membership Interests** (i.e. the number of Tokens they hold) on all matters requiring a vote.

## **ARTICLE IV**

### **RIGHTS AND DUTIES OF MEMBERS**

**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 at a meeting, via writing, or via smart contract. 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 conducted with respect of the following rules.

- Only current members of IPv4DAO can submit a matter for a vote. A member can not submit a new matter for a vote while his previous submission hasn't reached the end of the voting period.
- The text of proposals must be sufficiently detailed and written exclusively in English.
- Each proposal shall be announced publicly via common DAO communication channels.
- Each proposal must be open for the vote for at least 72 consecutive hours (3 days), and no longer than 168 consecutive hours (7 days).
- At least 10% of all tokens in the current possession of the IPv4DAO Members shall participate in the vote, if not – the proposal is rejected.
- Approval or consent of the majority (**at least 51%**) is required for the votes with two options (eg. “Yes” or “No”).
- In case of a proposal with more than two voting options, approval or consent shall be granted to the option which was voted for by the greatest number of tokens. In case of several options attaining the same greatest number of votes, the proposal shall be rejected.

**IV.2 Liability of Members.** Subject to subsection (3) 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 the Agreement or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

**IV.3 Miscellaneous Obligations.** It shall be the duty of each Member to act at all times consistently and in compliance with all and each 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

### MANAGING MEMBERS

V.1 **Managing Members.** The ordinary and usual decisions concerning business affairs of the Company shall be made by the Managing Members. The authorized number of Managing Members shall be as authorized by the Members from time to time, in a vote, pursuant to Membership Interests. The list of initial Managing Members is set forth in “**Exhibit A**”.

V.2 **Term of Managing Members.** No Managing Member shall have any contractual right to such position. Each Managing Member shall serve until the following, whichever occurs earlier:

V.2.1 The Dissociation of such Managing Member as provided under article VIII;

V.2.2 The resignation of such Managing Member;

V.2.3 Removal of the Managing Members by the vote of a majority of the remaining Members.

V.2.4 The election and qualification of the Managing Member’s successor by a majority vote of the Managing Members.

V.3 **Authority of Members to Bind Company.** Only the Managing Members and agents of the Company authorized by the Managing Members shall have the authority to bind the Company. No Member who is not a Managing Member or otherwise approved shall take any action to bind the Company. Each Managing Member has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company.

V.4 **Compensation of Managing Members.** Each Managing Member shall be reimbursed for all reasonable expenses incurred in managing the Company and shall be entitled to a compensation amount to be determined from time to time by a vote according to Membership Interests.

V.5 **Removal of Managing Members.** Any Managing Member may be removed for, including but not limited to, gross negligence, self-dealing, or embezzlement. Any Managing Member may also be removed via an affirmative vote, of the majority of the remaining Managing Members.

V.6 **Election of New Managing Members.** From time to time, the Membership may elect a new set of Managing Members decided by a vote of the Members.

V.7 **Traceability and transparency of Managing Members actions.** Managing Members shall take all reasonable efforts to keep their actions transparent and traceable for the IPv4DAO Members.

## ARTICLE VI

### ACCOUNTING AND RECORDS

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

VI.1 A current list of name and last known address of each Member, or (ii) Digital 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 Minutes of all meetings, or records of all actions taken without a meeting by, the Members.

## **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 the Agreement. A list of some such Contributions is set forth as “**Exhibit B**”.

## **ARTICLE VIII**

### **DISSOCIATION OF A MEMBER**

A Member shall cease to be a Member upon the happening of any of the following events:

VIII.1 The retirement or withdrawal of a Member;

VIII.2 The Member ceasing to hold a tokenized Membership Interests as described in Article III;

VIII.3 Removal of the Member by a vote of the Members as described in Article IV;

VIII.4 Ineligibility to become and/or continue to be a Member of the Company; or

VIII.5 Bankruptcy of the Member

## **ARTICLE IX**

### **ADMISSION OF ADDITIONAL MEMBERS**

IX.1 The Members, by a vote of the Members as described in Article IV, may increase or decrease the Membership Interests and determine the Capital Contributions of any new Members to which new Membership Interests are issued. Any new Members may join by acquiring a tokenized Membership Interests as described in Article III.

## **ARTICLE X**

## **DISSOLUTION**

X.1 The Company shall be dissolved and its affairs wound up in accordance with Part V of the Non-Profit Entities Act, 2020.

## **ARTICLE XI**

### **AMENDMENT**

XI.1 **Amendment or Modification.** The Agreement may be amended or modified from time to time exclusively via a written instrument adopted by the Members and executed by the majority of Membership Interests.

## **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 **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.4 **Indemnification.** Subject to such standards and restrictions, if any, as are set forth in this company agreement, a company shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

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

### **MEMBERS:**

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By: [hidden for confidentiality purposes]

Member

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By:[hidden for confidentiality purposes]

Member

**EXHIBIT A**  
**Members Address/Digital Ledger Identifier**

<b>Name (optional)</b>	<b>Digital Ledger</b>
[hidden for confidentiality purposes]	[hidden for confidentiality purposes]
[hidden for confidentiality purposes]	[hidden for confidentiality purposes]
[hidden for confidentiality purposes]	[hidden for confidentiality purposes]
[hidden for confidentiality purposes]	[hidden for confidentiality purposes]
[hidden for confidentiality purposes]	[hidden for confidentiality purposes]
[hidden for confidentiality purposes]	[hidden for confidentiality purposes]
[hidden for confidentiality purposes]	[hidden for confidentiality purposes]
[hidden for confidentiality purposes]	[hidden for confidentiality purposes]

**Managing Members Address/Digital Ledger Identifier**

<b>Name (optional)</b>	<b>Digital Ledger</b>
[hidden for confidentiality purposes]	[hidden for confidentiality purposes]
[hidden for confidentiality purposes]	[hidden for confidentiality purposes]
[hidden for confidentiality purposes]	[hidden for confidentiality purposes]

**EXHIBIT B: Initial Contributions**

<b>Asset type</b>	<b>Identifier</b>
ENS Domain	<b>ipv4dao.eth</b>
Domain Name	<b>ipv4dao.io</b>
Smart Contract (Ethereum)	[hidden for confidentiality purposes]
EOA(Ethereum)	[hidden for confidentiality purposes]