

## # IRANUNCHAINEDDAO CHARTER

### ### I. NATURE OF DAO CHARTER

(a) This charter (this "Charter") is the official legal charter of IranUnchained DAO. This Charter is intended to be a legal agreement & contract binding upon all DAO Members and the other DAO Participants, as they may join and exit the DAO from time to time, as each such term is defined herein, and is enforceable in accordance with its terms under the laws of Wyoming. Certain capitalized terms used in this Charter are defined in Section 6.

(b) If you have received a DAO Membership Token (as the term 'DAO Membership Token' is more particularly defined in Section III(b) herein) as a result of your interactions with one or more Designated Smart Contracts, or are otherwise a member of IranUnchained DAO, you consent to & agree to become legally bound by this Charter as both a DAO Participant and more specifically a "DAO Member" as such term is defined in this Charter.

(c) IranUnchained DAO (the "DAO") is an unincorporated nonprofit association under Wyo. Stat. Title 17, Ch. 22 of the laws of the State of Wyoming. IranUnchained DAO is not intended to be, and shall not be deemed to be, a partnership.

### ### II. NAME, PURPOSES AND STRUCTURE OF THE DAO

(a) The name of the DAO is "IranUnchained DAO" as set forth in the transaction recorded on the Designed Blockchain as deployed in the formation signature under the smart contract located at: 0x81db04dfd741a765eae4696643c3bb558e7ac3b4

(b) IranUnchained is organized and operated for charitable purposes. More specifically, IranUnchained is dedicated to defending and providing support to peaceful protesters, the wrongfully imprisoned, the politically persecuted and their families, as well as advancing the human rights and freedoms for all the people of Iran.

(c) IranUnchained DAO is a "decentralized autonomous organization"--i.e., a smart contract-based unincorporated association of individuals, entities, associations and/or other persons or groups of persons, which defers certain aspects of the governance, structure, operations, and other capabilities to the consensus mechanisms, computations, and data storage and transactions of such smart contract's code and underlying permission-less blockchain.

(d) IranUnchained DAO Members shall utilize the Designated Smart Contracts (as such term is defined in Section 6 of this Charter) as the exclusive method of holding, allocating among the DAO Members, and spending or otherwise distributing, any Token's that are DAO Property, and of minting and issuing DAO Membership Token's ..The DAO Members shall utilize the Voting Application and applicable Designated Smart Contracts to hold and record votes of the DAO Members. IranUnchained DAO may also utilize the Designated Smart Contracts and Voting Application to administer and facilitate certain other arrangements and transactions involving the DAO, the DAO Members and/or third parties.

### ### III. DAO MEMBERSHIP

(a) Each Membership shall record the public key of the externally owned account with respect to which the DAO Member may exercise its rights as a DAO Member through the Designated Smart Contracts and the number of DAO Membership Token's issued to and held by such DAO Member and may also record any other relevant information regarding a DAO Member, as determined by the available public state within the Designated Smart Contracts.

(b) Membership rights in the DAO shall be represented by an externally owned account address's control of Tokens (the "DAO Membership Tokens"; each controller of an externally owned account controlling such a DAO Membership Token, a "DAO Member"). Eligibility Membership, as defined in Wyo. Stat. Title 17, Ch. 22, shall be voluntary and application open to any individual of at least 18 years of age whose purpose or presumed intent is to contribute, to build, and to use the services of IranUnchained DAO and is willing to accept the responsibilities and terms of membership including the terms of this Charter.

(c) DAO Members shall have the rights, powers and privileges that are possible to be taken or exercised by DAO Members through the Designated Smart Contracts as further set forth in Section 4 which are in accordance with this Charter. The rights, powers and privileges of DAO Members are referred to herein as the "DAO Membership Rights".

(d) Status as a DAO Member does not (and shall not be deemed to) create, and the DAO Membership Rights do not (and shall not be deemed to) include, any authority, right or power on the part of a DAO Member to act as the agent, representative or attorney of or otherwise act on behalf of the DAO or any other DAO Member, to bind the DAO or any other DAO Member to any Contract or Liability or to Convey (as such term is defined in Section 4(A)(ii) below) any DAO Property or any asset, right or property owned or held by or on behalf of the DAO or any DAO Member. Without limiting the generality of the foregoing,

no DAO Member shall be deemed the partner of the DAO or any other DAO Member. No DAO Member shall state, purport, imply, hold out or represent to any person that such DAO Member or any other DAO Member has any such authority, right or power.

(e) To the maximum extent permitted by applicable law, no DAO Member shall be (or shall be deemed to be) Liable for any Liability of the DAO or any other DAO Member. This clause "(e)" shall not (and shall not be deemed to) create or imply any obligation of the DAO or any DAO Member to indemnify or compensate any DAO Member from, or hold any DAO Member harmless against, any Liabilities incurred by such DAO Member under any applicable law, in connection with the DAO Member's participation in the DAO or otherwise.

#### ### IV. BINDING EFFECT OF THE DESIGNATED SMART CONTRACTS

(a) \*General Binding Effect.\*

(i) \*Smart Contract Deference.\* Except as set forth in Section 4(b):

(A) the results of operation of the Designated Smart Contracts shall be determinative of the rights and obligations of, and shall be final, binding upon and non-appealable by, each of the DAO Members with respect to the DAO, the DAO Purposes, the DAO Membership, the DAO Property and the Distributed DAO Property (the "DAO Matters")

(B) each DAO Member has the unconditional right to take any action or exercise any right, power or privilege that is possible to be taken or exercised by a DAO Member with a DAO Membership Token or by interacting with the Designated Smart Contracts, including transferring a DAO Membership Token (to the extent the Designated Smart Contracts permits such transfers), calling any function of the Designated Smart Contracts, Conveying any Token or token to the Designated Smart Contracts or receiving any Token or token from the Designated Smart Contracts;

(C) no DAO Member has any duties or responsibilities to make any particular use of the DAO Membership Token or interact with the Designated Smart Contracts at all or in any particular way; \*provided\*, \*however\*, that this clause "(C)" does not and shall not be deemed to limit any other provision of this Charter, including the requirement set forth in the preceding clause "(A)" that a DAO Member shall be bound by the results of operations of the Designated Smart Contracts;

(ii) \*Smart Contract Preempts Contrary Legal Contracts.\* Except as set forth in Section 4(b), if in connection with any DAO Matters there is any conflict or inconsistency between: (A)(1) this Charter or (2) any other Contract between or among any DAO Members; and (B) any Contract created or implied by, or embodied in, the machine, assembly or other code, or the results of operation, of the Designated Smart Contracts, then the Contract referred to in the preceding clause "(B)" shall prevail over the Contract referred to in the preceding clause "(A)." Notwithstanding the foregoing, particular DAO Members may opt out of this Section 4(a)(ii), solely as to themselves and without any adverse effect on other DAO Members, to the extent expressly provided in a written legal agreement, provided that the execution of such agreement is announced to all DAO Members and an accurate and complete copy of such agreement is made readily available to all DAO Members.

(iii) \*Prohibition of Legal Proceedings & Transfers.\* No DAO Member shall, without the prior written consent of two thirds of the other voting DAO Members, directly or indirectly take or attempt to take any of the following actions:

(A) except as set forth in Section 4(b) or to the extent necessary to enforce the express provisions of this Charter, commence or continue any Legal Proceeding, assert any Claim or enforce any judgment or other Order, in each case, that (1) is against or involves any other DAO Member(s), (2) relates to this Charter or the matters contemplated by this Charter, the Designated Smart Contracts, the Voting Application, the DAO Property or any of the other DAO Matters, including, for the avoidance of doubt, any Legal Proceeding or Order \*in rem\* pertaining to the DAO Property or any Legal Proceeding or Claim challenging the enforceability of any provision of this Charter;

(B) Convey any of the DAO Property other than such DAO Member's Distributed DAO Property (it being understood that for a DAO Member to "Convey" any of the DAO Property means for such DAO Member to, or to enter into any Contract that may obligate such DAO Member, any other DAO Member or the DAO to: (1) create, perfect or enforce any Lien on or otherwise encumber, (2) pledge, hypothecate, grant an option or derivative security, swap or other financial instrument with respect to or (3) convey, sell, transfer or dispose of such DAO Property or any right or interest of the DAO or any DAO Member to or in such DAO Property); or

(C) cause, assist, encourage or facilitate, a Material Adverse Exception Event.

Nothing herein shall limit the right of the DAO to, by vote, subsequently grant personal and commercial use rights in DAO Property to DAO Members.

(b) \*Exception Handling.\* Notwithstanding anything to the contrary set forth in Section 4(a), if there is a Material Adverse Exception Event, then the rules and procedures set forth in this clause "(b)" shall determine the rights and obligations of the DAO Members relating to the DAO Property.

(i) \*Exception Notice.\* If any DAO Member becomes aware that there is a Material Adverse Exception Event, such DAO Member (the "\*\*\*\*Sending Member\*\*\*\*") shall deliver to the other DAO Members (the "\*\*\*\*Receiving Members\*\*\*\*") a notice (an "\*\*\*\*Exception Notice\*\*\*\*"):

(A) certifying that the Sending Member believes in good faith that there is a Material Adverse Exception Event;

(B) describing in reasonable detail the events, facts, circumstances and reasons forming the basis of such belief;

(C) if and only if desired, describing in reasonable detail a proposal by such DAO Member of the actions to be taken, the agreements to be entered into, and the remedies to be sought by the DAO Members in response to the Material Adverse Exception Event an "\*\*\*\*Exception Handling Proposal\*\*\*\*";

(D) including copies of any written evidence or other material written information, and summaries of any other evidence, relevant to, and material for the consideration of, the Material Adverse Exception Event and the other matters referred to in the Exception Notice; and

(E) containing a representation by the Sending Member, made to and for the benefit of the Receiving Members with the understanding that the Receiving Members will rely thereon, that, to the Sending Member's knowledge, the certification and statements made pursuant to the preceding clauses "(A)" and "(B)" are accurate as of the date of the Exception Notice, and, considered collectively, do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances in which they were made, not misleading.

(ii) \*Exception Standstill.\* During the period starting on the date of delivery of an Exception Notice and ending with the DAO Members entering into an Exception Handling Addendum or receiving a final decision of an arbitrator in accordance with Section 4(b)(iii) (the "\*\*\*\*Standstill Period\*\*\*\*"), each DAO Member shall: (A) treat all of the Distributed DAO Property of such DAO Member that may have been Transferred to such DAO Member as a result of the Material Adverse Exception Event as if it were DAO Property, including by disregarding the parenthetical exceptions for Distributed DAO Property in Section 4(a)(iii); and (B) deposit and maintain such Distributed DAO Property in a segregated Account Address to be treated, to the extent permitted by applicable Legal Requirements, as a custodial trust held for the benefit of the DAO Members.

(iii) \*Determination of Exception Handling\*

(A) The term "\*\*\*\*Exception Handling Addendum\*\*\*\*" refers to an addendum to this Charter setting forth the DAO Members' agreement on the existence or non-existence of a Material Adverse Exception Event and the actions to be taken, the agreements to be entered into, and the remedies to be sought in response thereto. Each Exception Handling Addendum shall automatically and without further action of the DAO Members be deemed incorporated into and to form a part of this Charter.

(B) During the continuous 10-day period beginning on the date of delivery of the Exception Notice (the "\*\*\*\*Negotiation Period\*\*\*\*"), the DAO Members shall use commercially reasonable efforts to negotiate in good faith to agree upon the existence or non-existence of a Material Adverse Exception Event and, if so agreed, the actions to be taken, the agreements to be entered into and the remedies to be sought by the DAO Members in response to the Material Adverse Exception Event. If the DAO Members agree upon such matters during the Negotiation Period, the DAO Members shall promptly enter into an Exception Handling Addendum reflecting the same.

(C) If the DAO Members fail to reach an agreement resulting in an Exception Handling Addendum during the Negotiation Period, then either DAO Member may initiate an arbitration action to resolve the issues in accordance with the procedures set forth at [https://adr.org/sites/default/files/Commercial\\_Rules-Web.pdf](https://adr.org/sites/default/files/Commercial_Rules-Web.pdf) (the "\*\*\*\*Arbitration Procedures\*\*\*\*"). The decision resulting from the Arbitration Procedures shall include, among any other determinations, a determination of the treatment of any Distributed DAO Property and whether to extend, modify or terminate the covenants applying to the Distributed DAO Property during the Standstill Period. The decision resulting from the Arbitration Procedures shall be non-appealable, binding and conclusive upon the DAO Members. Judgment upon such a decision may be entered in any court of competent jurisdiction.

### V. Representations and Warranties

Each DAO Member (as the "Representing DAO Member") hereby represents and warrants, to and for the benefit of each other DAO Member, as of all dates that such Person remains a DAO Member, as follows:

(a) \*Authorization and Enforceability.\* The Representing DAO Member has all necessary power, authority and capacity to enter into, agrees to the terms and conditions of, and becomes bound by this Charter. This Charter has been duly entered into by the Representing DAO Member and constitutes a legal, valid and binding obligation of the Representing DAO Member, enforceable against the Representing DAO Member in accordance with its terms

(b) \*Reliance on Own Due Diligence; Informed Consent.\*

(i) The Representing DAO Member has received and carefully reviewed a copy of this Charter and all source code for the Designated Smart Contracts sufficiently in advance of becoming a DAO Member to make an informed decision regarding becoming a DAO Member. The Representing DAO Member has been given a full and fair opportunity to: (A) to ask questions of, and to receive answers from, the other DAO Members regarding the subject matter of this Charter and Designated Smart Contracts (B) to obtain any additional information that is necessary to evaluate this Charter and the matters contemplated thereby.

(ii) Other than the representations and warranties of the other DAO Members expressly set forth in this Section 5, the Representing DAO Member has not relied on any statement, information, representation, or warranty including oral statements, due diligence presentations, etc., or any omission of any statement, information, representation or warranty, made by or on behalf of the other DAO Members in determining to enter into or perform this Charter or otherwise making any evaluation or determination of the Designated Smart Contracts. The Representing DAO Member understands that the other DAO Members has not made and has not authorized any of its representatives to make, any representation, warranty or other statement intended to be relied upon or to give rise to any claim, obligation or liability based on the accuracy or completeness thereof.

#### ### VI. Definitions

(a) "Claim" means any past, present or future dispute, claim, controversy, demand, right, obligation, liability, action or cause of action of any kind or nature.

(b) "Consensus Rules" means the rules for transaction validity, block validity and determination of the canonical blockchain that are embodied in the Designated Client.

(c) "Contract" means any: (i) written, oral, implied by course of performance or otherwise or other agreement, contract, understanding, arrangement, settlement, instrument, warranty, license, insurance policy, benefit plan or legally binding commitment or undertaking; or (ii) any representation, statement, promise, commitment, undertaking, right or obligation that may be enforceable, or become subject to an Order directing performance thereof, based on equitable principles or doctrines such as estoppel, reliance, or quasi-contract.

(d) "DAO Member" has the meaning assigned to it in Section 3(b) of this Charter.

(e) "DAO Property" means any Token or other asset, right, token or property licensed to or on deposit with or owned, held, custodied, controlled or possessed by or on behalf of the DAO, including any Token or other token on deposit with or held, controlled, possessed by or on deposit with the Designated Smart Contracts.

(f) "Designated Blockchain" means at any given time, the version of the digital blockchain ledger that at least a majority of nodes running the Designated Client on the Designated Blockchain Network recognize as canonical as of such time in accordance with the Consensus Rules.

(g) "Designated Blockchain Network" means the Ethereum mainnet (networkID:1, chainID:1), as recognized by the Designated Client.

(h) "Designated Client" means the Official Go Ethereum client available at <https://github.com/ethereum/go-ethereum>.

(i) "Designated Smart Contract" means the smart contracts, inclusive of any proxies, IranUnchained which comprise the executive, governance, and other operational functions of IranUnchained on the Designated Blockchain, including but not limited to Designated Blockchain contract addresses 0x81db04dfd741a765eae4696643c3bb558e7ac3b4, 0xde1e21b33a6e11810f8321409d80b55ecc645e4a,0x1/0x81db04dfd741a765eae4696643c3bb558e7ac3b4, 0xb3b165d09ff8dee4e3ce64c3ff611bfe3b8aeec7and those certain contract addresses identified by IranUnchained DAO as being a "Designated Smart Contract" from time to time.

(j) “\*\*Distributed DAO Property\*\*” means any Token, asset, right, token, or property that was once DAO Property and has been distributed to a DAO Member.

(k) “\*\*Legal Order\*\*” means any restraining order, preliminary or permanent injunction, stay or other order, writ, injunction, judgment or decree that either: (i) is issued by a court of competent jurisdiction, or (ii) arises by operation of applicable law as if issued by a court of competent jurisdiction, including, in the case of clause “(ii)” an automatic stay imposed by applicable law upon the filing of a petition for bankruptcy.

(l) “\*\*Legal Proceeding\*\*” means any private or governmental action, suit, litigation, arbitration, claim, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other governmental entity or any arbitrator or arbitration panel.

(m) “\*\*Liability\*\*” means any debt, obligation, duty or liability of any nature (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, inchoate derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with generally accepted accounting principles and regardless of whether such debt, obligation, duty or liability is immediately due and payable. To be “\*\*Liable\*\*” means to have, suffer, incur, be obligated for or be subject to a Liability.

(n) “\*\*Lien\*\*” means any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, other possessory interest, conditional sale or other title retention agreement, intangible property right, claim, infringement, option, right of first refusal, preemptive right, exclusive license of intellectual property, community property interest or restriction of any nature including any restriction on the voting of any security or restriction on the transfer, use or ownership of any security or other asset.

(o) “\*\*Material Adverse Exception Event\*\*” means that one or more of the following has occurred, is occurring or would reasonably be expected to occur:

(i) a Designated Smart Contract or Voting Application having become inoperable, inaccessible or unusable;

(ii) a material and adverse effect on the use, functionality or performance of a Designated Smart Contract or Voting Application as the result of any bug, defect or error in a Designated Smart Contract or Voting Application or the triggering, use or exploitation (whether intentional or unintentional) thereof.

(iii) any unauthorized use of an administrative function or privilege of a Designated Smart Contract or Voting Application, including: (A) any use of any administrative credential, key, password, account or address by a Person who has misappropriated or gained unauthorized access to such administrative credential, key, password, account or address or (B) any unauthorized use of an administrative function or privilege by a DAO Member or a representative of a DAO Member; or

(v) a Designated Smart Contract, the Voting Application, any of the DAO Members or the DAO Property is subject to a Legal Order that prohibits such Designated Smart Contract (or that, if the Designated Smart Contract were a Person, would prohibit the Designated Smart Contract) from executing any function or operation it would otherwise reasonably be expected to execute.

(p) “\*\*Person\*\*” means any human, robot, bot, artificial intelligence, corporation, partnership, association or other individual or entity recognized as having the status of a person under the law.

(q) “\*\*Token\*\*” means a digital non fungible unit recognized by the Designated Client on the Designated Blockchain Network as capable of being uniquely associated with or “owned” by a particular public-key address on the Designated Blockchain Network at each particular block height.

(r) “\*\*Voting Application\*\*” means the DAO’s voting application accessible at <https://app.3dfrankenpunks.com>, which is intended to be usable only by DAO Members as evidenced by an externally owned account address with a positive nonzero balance of DAO Membership Token’s.

### ### VI. Indemnification and other Fiscal Matters

(a) \*Indemnification.\* The DAO shall indemnify its directors, officers, DAO Members, contractors, contributors, advisors or agents or other persons acting in accordance with the governance processes of the DAO, as required under Wyoming law,

and may indemnify such persons as permitted under Wyoming law. Indemnification payments shall be made on a priority basis.

(b) \*Loss.\* No portion of a net operating loss realized by the DAO shall be allocated to DAO Members. As a nonprofit unincorporated association, it is not anticipated there will be tax returns or profits.

(c) \*Fiscal Year.\* The fiscal year of the DAO shall be the calendar year beginning January 1st and Ending December 31st

### ### VIII. Miscellaneous

(a) \*Amendments.\* Any provision of this Charter may be amended, waived or modified only upon a majority vote in favor of such amendment, waiver or modification by the DAO Members through the applicable Designated Smart Contract(s) or the Voting Application, as applicable according to the content of such amendment, waiver or modification.

(b) \*Severability.\* In the event any one or more of the provisions of this Charter is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Charter operate or would prospectively operate to invalidate this Charter, then and in any such event, such provisions) only will be deemed null and void and will not affect any other provision of this Charter and the remaining provisions of this Charter will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(c) \*Construction.\* This Charter constitutes the entire agreement among the DAO Members with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the DAO Members with respect to the subject matter hereof. Except as to matters reserved to DAO Members by law or by this Charter, all DAO powers shall be exercised by or under the authority of DAO Members or such agents or designees approved by DAO Members through Designated Smart Contract voting or the Voting Application or other applicable governance process enabled by the Designated Smart Contracts, Voting Application or DAO Membership Token's, as applicable.

(d) \*Disputes; Mandatory Arbitration.\* Any Legal Proceeding, Claim or other dispute or controversy arising out of or relating to this Charter, its enforcement, or the breach thereof shall be finally resolved by binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures or pursuant to JAMS' Streamlined Arbitration Rules and Procedures; \*provided, however\*, that any DAO Member may seek injunctive relief in aid of arbitration in order to prevent irreparable harm or preserve the status quo. EACH DAO MEMBER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM WHETHER BASED ON CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR RELATING TO THIS CHARTER, THE DESIGNATED SMART CONTRACTS, THE VOTING APPLICATION, THE DAO MATTERS OR THE ACTIONS OF THE DAO MEMBERS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS CHARTER.

(e) \*Governing Law.\* All rights and obligations hereunder will be governed by the laws of the State of Wyoming, without regard to the conflicts of law provisions thereof.

(f) \*Communication by Electronic Means.\* Unless otherwise required by law or by agreement, any notice, vote, consent, petition, or other oral or written communication required or permitted can be delivered by electronic means, provided that, in the case where such communication expressly or impliedly requires the signature of the person submitting the communication, means are in place to reasonably assure the authenticity of the signature