

LIMITED LIABILITY COMPANY AGREEMENT

(MEMBER MANAGED)

OPERATING AGREEMENT OF MOONDAO LLC

This Operating Agreement (“the **Agreement**”) of MOONDAO 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 “**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 Organization 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 May 3rd, 2023 (“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. The company will carry out its activities in a lawful manner and will comply with the provisions of the Act, Non-Profit Act and other laws of the Republic of Marshall Islands.

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.

I.5 **Constitution.** The Members, by execution of this Agreement hereby agree to adopt and enforce the Constitution of MOONDAO LLC (the “**Constitution**”) dated May 3rd, 2023, attached as Exhibit A. The Constitution shall continue to be 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.

II.2.2 Authority of the Company. The Company shall have and exercise all of the powers conferred by law on not for profit 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 affecting 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 \$vMOONEY ERC-20 Governance Tokens (the "Tokens") located in the Smart Contract on the Ethereum blockchain at address 0x20d4DB1946859E2Adb0e5ACC2eac58047aD41395. 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 C” attached hereto and made a part hereof as if set forth fully herein.

III.3 **Classes of Membership.** The Company shall have three classes of Members (the “Member House”, the “Senate”, and the “Executive Branch”), whose rights, powers, and responsibilities are described in the Constitution (the “Constitution”) attached as Exhibit A.

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 the governance rights and bound by the responsibilities described in the Constitution.

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, with all and each of the provisions in the Constitution, 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 “Astronauts”), as described in the Constitution.

V.2 **Term, Election, and Removal of Managing Members.** Each Managing Member shall serve according to the description of the Executive Branch as described in the Constitution.

V.3 **Authority of Members to Bind Company.** Only the Managing Members and agents of the Company authorized by the Constitution shall have the authority to bind the company, if and only if a Proposal approving the binding action has passed through the DAO's Governance as outlined in the Constitution. No Member who is not a Managing Member or otherwise approved shall take any action to bind the Company.

ARTICLE VI

ACCOUNTING AND RECORDS

The Managing Members shall maintain the following records at the Principal Office, in a cryptographic voting system such as Snapshot, 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 Member ceasing to hold a tokenized Membership Interest as described in Article III;

VIII.2 Ineligibility to become and/or continue to be a Member of the Company; or

VIII.3 Bankruptcy of the Member

ARTICLE IX

ADMISSION OF ADDITIONAL MEMBERS

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

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 pursuant to the governance process described in the Constitution.

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.

COMPANY:

By: Pablo Moncada-Larrotiz - "Astronaut"

EXHIBIT A

MoonDAO Constitution

Version 1.2

Last updated: April 19, 2023

The members of THE MOON DAO LLC, THE MOON DAO LLC, a non-profit limited liability company (**hereinafter known as the “MoonDAO”**) incorporated as per the laws of the Republic of the Marshall Islands, have adopted this Constitution under the Operating Agreement dated May 3rd, 2023.

1. Mission, Vision, and Values

1.1 Mission

MoonDAO's mission is to create a self-sustaining, self-governing settlement on the Moon by 2030 to act as a launch point for humanity to explore the cosmos.

1.2 Vision

The frontier of space represents the greatest opportunity to redefine our civilization. As we step forwards into the unknown, we find ourselves at a crossroads for our future.

MoonDAO believes in a bottom-up approach, where we are united by principles of equality, freedom, pursuit of happiness, justice, privacy, decentralization of power, transparency, private ownership, sustainability, and equal access to opportunity for anyone in the world, regardless of their origin.

We aim to bring life outside of our home planet for the benefit of human prosperity to all corners of the Earth. Not for the benefit of a few at the expense of others. MoonDAO will act as a hub for scientists, engineers, artists, philosophers, lawyers, and everyday people to come together and collaborate to build an optimistic future for everyone.

MoonDAO will build, fund, and promote public goods that help humanity achieve its mission. This includes projects related to space research, exploration, education, and inspiration. We are nation-agnostic, radically transparent, bottom-up, and open to anyone in the world to own, govern, and work.

1.3 Values

Don't Can't Be Evil

All our finances are public. All our work is done in an auditable and transparent way on our MoonDAO official communication channels to the extent permitted by law or operational security of its members. All our code is open source and readable by the public. Everyone has access to the same information to ensure everything is auditable and the community has full access to the state of the DAO.

Experimentation and Exploration

MoonDAO aims to create a culture that encourages direct experience of the unknown. We encourage novel research and curiosity-driven projects that give us new information about our place in the universe. This not only includes experiments in space, but also in governance, incentives, and using new technology to help people collaborate in new ways. We reward risk takers and encourage people who think differently.

Abundance Mentality

In everything we do, we aim to create positive-sum games so that everyone wins, not just a small group at the expense of others. This means our output is open source, in the public domain, and a public good. We compose, rather than compete. This means no pre-mine of tokens for projects, no special access to particular groups on the basis of nationality or financial means, and everyone has the same level playing field to cooperate and win with us. We give open access to our work to anyone in the world, and let anyone participate in the future we want to create, no matter where they are from or how much money they have.

Community First

We are a community, not a company. We never intend to be a company. No one voice can trump the DAO's will. All leaders in the DAO are servants of the community. We invest in our members and give them opportunities to grow with the DAO for the long term. We give priority of work to our community members first, over mercenaries outside of our organization. We give the community real power, and discuss everything openly, letting the best ideas rise to the top, bottom up.

Long-Term Focus

We play long-term games with long term people. We keep our eyes on the horizon, and always strive to make decisions that make us stronger in the long term, even if it means short term sacrifice. We invest in the long term growth of our community.

A Home for Dreamers

We are here to do what others think is impossible. No goal is too crazy, ambitious, or outlandish. We embrace dreamers. If there's a plan, we will hear it out and keep an open mind.

2. Governance

MoonDAO is composed of three governing bodies: The MoonDAO Senate, Member House, and Executive branch.

Simple Majority

A simple majority is reached if votes in favor/against are greater than 50%.

Super Majority

A super-majority is reached if the votes in favor/against are greater than 66.6%.

Seasons/Quarters

Quarters refer to three-month periods. MoonDAO quarters are defined as follows: First quarter from January 1st to March 31st, second quarter from April 1st to June 30th, third quarter from July 1st to September 30th, and fourth quarter from October 1st to December 31st.

2.1 Member House

MoonDAO's Member House is composed of the holders of \$vMOONEY, otherwise known as MoonDAO members. MoonDAO only has two official governance tokens \$MOONEY and \$vMOONEY. The total supply of \$MOONEY is fixed, MoonDAO will never mint more of this token.

MOONEY is found at Ethereum address 0x20d4DB1946859E2Adb0e5ACC2eac58047aD41395
vMOONEY is found at Ethereum address 0xCc71C80d803381FD6Ee984FAff408f8501DB1740

The only way for an individual to receive \$vMOONEY is by staking \$MOONEY. The \$MOONEY token must be locked for a period of at least one week, to at most four years. In return, the person locking the token will receive a wallet-bound \$vMOONEY linearly proportional to the amount of time until the MOONEY can be unlocked. Each individual may only have one wallet holding \$vMOONEY.

$$vMOONEY = Staked\ MOONEY * \frac{daysLocked}{1460}, \text{ where } 7 \leq daysLocked \leq 1460$$

Voting power for each member is determined by the square root of the following: The sum of the total number of \$vMOONEY token and the amount of unstaked MOONEY divided by 1,460 held in the member's one registered wallet. In other words:

$$\text{Voting Power} = \sqrt{v\text{MOONEY} + \frac{\text{MOONEY}}{1460}}$$

Each member may only have one wallet registered with MoonDAO to determine their voting power. Members may delegate their voting power to other members.

2.1.1 MOONDAO LLC Membership

A MoonDAO Member is any individual who holds wallet-bound \$vMOONEY in consonance with Article III of the MoonDAO Operating Agreement.

Rights

1. Right to vote on MoonDAO Proposals that go to the Member House voting stage with \$vMOONEY.
2. Right to appeal removal from official channels of communication, as described in the ban appeal process.
3. Members with more than 250,000 \$vMOONEY have the right to submit proposals to the Senate.

2.2 Senate

MoonDAO's Senate is composed of Rocketeers. Each Senate member has the right to only one vote, even if they lead multiple projects. Proposals are first voted on by the Senate before being presented to the MoonDAO Member House. See section 2.4 for more information.

2.2.1. Rocketeers

Rocketeers are stewards of a [Project at MoonDAO](#) and are responsible for the execution of key objectives for the DAO.

Election

Rocketeers are elected through the successful passing of a Project Proposal.

Term Limit and Removal

Rocketeers are active in the Senate until the end of the season in which their project ends, or if the community decides to end their project.

Rights

1. Right to appoint and remove members that are engaged on their objective within the project (i.e. Moonsettlers).
2. Right to make strategic decisions about the execution of their key objective and the

handling of their budget as described in the Project system.

3. Right to one vote in the Senate during the season(s) when their Project is active.

2.3 Executive Branch

MoonDAO's Executive Branch is composed of Astronauts and the Treasury signers (hereinafter known as 'signers') of the MoonDAO treasury located at Ethereum Address 0xce4a1E86a5c47CD677338f53DA22A91d85cab2c9. There will only be seven signers, with an execution threshold of five signers.

2.3.1. Astronauts

Astronauts are trusted members of the DAO that have the responsibility to represent MoonDAO's mission and values externally and provide leadership to the DAO internally.

Election

MoonDAO members may hold an election for a new Astronaut if there is a vacancy. Candidate Astronauts may be nominated by MoonDAO members and must have been part of the Senate for at least 180 days. Each nomination must go through the senate with a super majority vote. If there are multiple nominations that go through the Senate, then the DAO will vote among the candidates using \$vMOONEY with weighted voting. There may be multiple rounds of voting until a Candidate Astronaut receives super-majority votes to be confirmed as an Astronaut.

Term Limits

Astronauts serve for a two-year term. After two years, the DAO must re-vote with a super majority to confirm they stay as an Astronaut. They are eligible to remain an Astronaut for multiple terms. There can only be a maximum of three Astronauts at any given time.

Removal

Astronauts may be removed through the creation of a Proposal that is approved by the Senate with a super majority vote, and the MoonDAO members with super majority vote over a five day voting period.

Rights

- All Astronauts unanimously have the right to propose the appointment or removal of Treasury Signers. Appointment or removal must be ratified by the Senate and Member House with a super majority vote with a voting period of five days, and approval of 5/7 of the treasury signers.
- All Astronauts unanimously have the right to propose the removal of any member of the Senate for breaking the Code of Conduct, by providing evidence of a reason for removal to the Senate transparently. This can be appealed and voted on for re-entry by a random drawing of seven MoonDAO Senate members.
- All Astronauts unanimously have the right to jointly propose the termination of MoonDAO

projects.

Right to appoint or remove MoonDAO moderators on official channels of communication.

Right to individually propose a salary approved by the Senate and DAO members.

Right to one vote in the Senate during the season(s) they are active.

2.3.2 Treasury Signers

Signers must create and sign transactions within five days of a proposal passing. Failure to do so may result in a warning and removal at the discretion of the Astronauts.

Signers' identity must be made public by the DAO. Sensitive legal documents (such as Passports, ID Cards) will be securely stored by the DAO with only the Astronauts having access to it.

Treasury signers must provide contact information where they can be reached in cases of emergency.

MoonDAO signers are required to have at least 250,000 \$vMOONEY.

Election

Treasury signers are appointed by the Astronauts, and approved by the Senate and Member House with a super majority vote, and approval of a minimum 5 signers shall also be required.

Astronauts may also provide a list of people and allow for the Member house to choose by ranked choice voting.

Term Limits

There is no limit to the length of time a member can serve as a multi-signature member.

Removal

Treasury signers members can be removed by the Astronauts, and approved by the Senate and Member House with a super majority vote, and approval of a minimum 5 signers shall also be required.

Rights

Right to object to a MoonDAO Proposal. Provided that the signer(s) provides written reasoning to the DAO with respect to such an objection and how such a proposal will affect the DAO in the long run.

2.4 Proposal Process

All MoonDAO proposals must go through the following process.

2.4.1 Creation

Any MoonDAO member can suggest a proposal and discuss them on the MoonDAO governance forum. The Proposal must follow the templates provided by the DAO, if the proposal does not follow its relevant template then it will not be considered valid and will not go forward for a

Senate vote.

2.4.2 Feedback from DAO members

Proposals will go through a feedback process on the forum for at least a week, and the author may integrate feedback from the DAO. To officially submit the proposal to the MoonDAO senate, the proposal must be sponsored by a MoonDAO member with more than 250,000 \$vMOONEY.

2.4.3 Senate Voting

At the Senate voting phase, the proposal will be active for no longer than 30 days since its publication in the governance forum. In order for a proposal to be voted upon by the MoonDAO Member House, it must first be approved by the Senate. For the proposal to receive approval, it must receive a favorable vote from at least 70% of the Senate members. The minimum quorum of Senate members required to vote in order for the proposal to be voted upon is 80% of the total number of Senate members. Each Senate member has only one vote.

2.4.4 Member House Voting

At the MoonDAO Member House voting phase, if the proposal has a binary (Yes/No) outcome, it will be adopted if the proposal achieves a 70% threshold according to the quadratic voting formula of \$vMOONEY. If multiple options are presented, the proposal must have ranked-choice voting. The voting period for Member House voting will be **no less than five days**.

2.4.5 On-chain Execution

Following the approval of the Proposal by the Member House, if there is a transaction to be made from the MoonDAO treasury, the execution on-chain will occur within five days.

If any treasury signers decide to veto the proposal and not sign the transaction, they must include written reasoning and publish it for DAO members on why they believe the execution of the transaction would put in jeopardy the long-term health of the DAO.

3. Organizational Structure

MoonDAO is organized into two major organizational structures, MoonDAO Projects and MoonDAO Guilds.

3.1 Projects

MoonDAO Projects are non-perpetual, goal-based teams that are voted by the community to act as trusted executors on behalf of the DAO to complete an objective. Projects can apply for a budget from the community, and once the project is passed, then the project stewards (i.e. Rocketeers) have the authority to determine who can be part of the project, how the budget is spent, and the strategy around execution. Once the project's original goal is achieved, the team may be disbanded to work on other projects. [Specification for how MoonDAO projects operate can be found here.](#)

Project stewards may have whatever consensus mechanism they would like internally (e.g. they may do one-person-one-vote, token voting, or just let the stewards have control). This includes how they decide over their votes in the Senate.

3.2 Guilds

MoonDAO Guilds are talent pools to onboard, orient, and train members to complete bounties for MoonDAO projects. Guilds are managed by MoonDAO stewards, who are responsible for interviewing members to ensure they have the necessary skills relevant to the guild. Stewards ensure the quality of guild members, and help them get started on MoonDAO bounties, and eventually projects.

4. Rules of Coordination

4.1 Codes of conduct

MoonDAO members on official channels of communication are expected to be respectful to others and generally treat others as they themselves would like to be treated. Breaking these rules may result in removal.

4.1.1 Attack the idea, not the person

Disagreement of ideas is natural and discussion is encouraged, but no personal attacks are allowed. Attack the idea, not the person. Attacking or targeting community members will result in removal from social channels. We have a strict "no asshole" policy. This includes disrespectful comments on the basis of race, sex, religion, political belief, sexual harassment, or bullying.

4.1.2 Focus on the Mission, not \$MOONEY

Keep comments about the token in designated areas. Our \$MOONEY token is a governance token, and there is no expectation of profit with the token. Discussion about fluctuation of token prices is not productive towards our mission, MoonDAO is not built for day traders, it is built for long-term optimists. If you are here to primarily discuss the token rather than help build MoonDAO and progress its mission, this DAO is not for you.

4.1.3 No unrelated content

No spam, scams, explicit content, soliciting or advertisements.

4.1.4 Be honest

Although DAOs aim to be trustless, trust still forms the basis of all relationships. It is important to be able to trust members that you work with. Dishonesty that affects people's ability to rely on you may result in removal.

4.1.5 No sabotaging members or governance

Any attempt made to sabotage the DAO or put it in a vulnerable position will result in removal. This includes sabotaging governance systems, blackmailing members, or preventing MoonDAO from proper functioning. This includes manipulating our governance with multiple wallets.

4.1.6 Transparent Communication

MoonDAO work is intended to be auditable and open to the community. Creating and participating closed channels of communication for work that should be occurring in designated MoonDAO channels may result in bans. Private communication for legal or operational security measures, however, is allowed.

4.2 Enforcement

Enforcement of the Code of Conduct will be done by MoonDAO Moderators.

4.2.1 MoonDAO Moderators

Moderators are guardians of the DAO, removing members that break the Code of Conduct in official channels of communication.

Election

Moderators are appointed and removed by the Astronauts at their sole discretion.

Rights

1. Right to temporarily remove any member from MoonDAO official channels of communication for breaking the Code of Conduct. They must transparently provide a reason for the removal to the DAO. If the members have the right to vote in the MoonDAO senate, removal will require a review and approval by the Astronauts. If the member is a contributor on a Project, removal will require a review and approval by the Rocketeer overseeing the Project.

Once members have been removed, they have to hand over key information and assets required for proper MoonDAO operations (passwords, etc.).

4.3 Arbitration Process

Every MoonDAO Member has the right to appeal enforcement actions. After enforcement, members may submit an appeal within 30 days to info@moondao.com. Appeals will be reviewed by seven randomly selected Senate members, and through a simple majority vote they can decide whether the action should be reversed.

In general, enforcement actions are intended to be temporary. The community may forgive members, and apologies go a long way.

5 Amendment

A proposal to amend the constitution can be made by a Senate member, and ratified by the MoonDAO Proposal Process, with a threshold higher than 80% of the Senate majority and 80% of Member House majority. With a quorum of 80% in the Senate, and ten day voting period in the Member House.

5.1 Coming into force and transition period

Amendments of the Constitution will go into effect immediately after they are approved by the MoonDAO community by Amendment of the Constitution, as outlined in Section 5. There will be a three month Transition Period after the amendment is approved during which MoonDAO Members have the right to opt-out of the community by selling their governance tokens or if they are not able to sell their governance tokens they may notify the DAO in writing to info@moondao.com with their wallet address and indicating they want to opt-out. Three months after the amendment is passed, the change is binding and existing members are deemed to consent.

EXHIBIT B: Initial Contributions

MoonDAO's Logos and Trademarks.

MoonDAO Limited, an LLC incorporated in Macau with Company ID 94670SO, located at Room 1308, 13/F, The Landmark, 555 Avenida da Amizade, Macau, and associated assets, including bank accounts, trademarks, and logos.

LuckDAO Limited, an LLC Incorporated in Macau with Company ID 94093SO, located at Room 1308, 13/F, The Landmark, 555 Avenida da Amizade, Macau, and associated assets including the contract with Blue Origin, trademarks, and logos, and websites.

MoonDAO's Website at <https://moondao.com> and social media accounts, including its Twitter <https://twitter.com/OfficialMoonDAO>, Instagram, Facebook, LinkedIn, Discord

MoonDAO's works that have been commissioned and that can be copyrightable

MoonDAO's Gnosis Safe treasury located at Ethereum Address
eth:0xce4a1E86a5c47CD677338f53DA22A91d85cab2c9