

FOUNDERS' EQUITY & INVESTMENT AGREEMENT

This Founders' Equity & Investment Agreement (the "Agreement") is made and entered into as of [DATE], by and between:

1. [Founder's Name] (the "Founder"), the majority shareholder and principal visionary behind Olla and OChain.
2. [Investor's Name] (the "Investor"), who seeks to acquire equity in Olla and contribute to its growth.

The Founder and Investor are collectively referred to as the "Parties" to this Agreement.

1. PURPOSE

This Agreement establishes the terms and conditions governing the Investor's equity investment in Olla, including:

- Founder's equity allocation and dilution protections.
 - Investor governance rights and voting privileges.
 - Regulatory compliance obligations for both parties.
 - Intellectual property protections and ownership structure.
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2. INVESTMENT TERMS

2.1 Investment Amount & Equity Allocation

- The Investor agrees to invest [Investment Amount] USDC in exchange for [Equity Percentage]% of Olla's total available investor shares.

- The total equity allocation for investors in Phase 1 Funding is capped at 49%, with the Founder retaining 51% ownership.
 - The total funding round cap for Phase 1 is \$30,000,000 (or 30M USDC equivalent).
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2.2 Share Class & Voting Rights

Founder's Governance & Voting Power

- Founder's Shares: Class B Shares (1 share = 10 votes) to ensure long-term governance stability and operational leadership.
- Investor's Shares: Class A Shares (1 share = 1 vote), granting standard investor participation in governance.
- The Founder retains a minimum of 65% total voting power, ensuring governance continuity while allowing investor representation without risking control shifts.
- The Founder's equity stake will not fall below 51%, preventing hostile takeovers and preserving strategic leadership.
- Founder-Controlled Board Seat: The Founder is guaranteed a permanent board seat, regardless of equity percentage.
- Founder Voting Influence Retention: If the Founder's ownership drops below 51%, their voting power remains protected at 55% for three additional years, ensuring stability.
- Governance Continuity Clause: If the Founder exits voluntarily, their voting power may be transferred to a pre-approved successor for 12 months to maintain strategic direction.

Investor Protections & Governance Rights

Board Seats & Advisory Roles

- Investors holding $\geq 15\%$ equity may qualify for board seats or advisory roles, enhancing transparency and investor participation.
 - The total number of investor board seats is capped at 3, ensuring Founder-led decision-making.
- Investor board seats are advisory-only unless investor equity exceeds 30% collectively, preventing excessive governance shifts.

- Investors holding 20%+ equity for 5+ years may propose strategic initiatives, subject to Founder approval before implementation.

◆ Veto Rights

- Investors holding $\geq 15\%$ of total shares may exercise veto power over the following critical governance decisions:
 - Mergers & acquisitions
 - Liquidation events
 - Capital restructuring exceeding 20% of total equity
- Veto rights are limited and do not apply to Founder-driven operational decisions.
- Veto rights automatically phase out if investor equity drops below 10% collectively.

◆ Investor Voting Power Retention Clause

- Investors retain full voting power if they maintain 70%+ of their original holdings for 7+ years, supporting long-term stability.
- If investors reduce their stake by more than 50%, their voting power is gradually phased into advisory-only influence over a 24-month period.

Founder Protections for Long-Term Control

◆ Time-Based Investor Influence Decay

- Investors holding $\geq 25\%$ equity for 3+ years will see voting rights phased into advisory-only influence to prevent governance shifts over time.
- After 5 years, investors with $\geq 30\%$ equity will have their voting weight adjusted to a maximum of 20%, ensuring Founder-led governance remains intact.
- Investors exceeding 35% total equity will have their voting rights adjusted to advisory roles unless explicitly waived by a supermajority board vote (66%).

◆ Founder's Re-Purchase Rights

- If an investor sells shares within the first 5 years, the Founder has the right to buy them back at a 15% discount to the latest audited valuation.
- If multiple investors exit, the Founder has priority rights to reclaim up to 10% of total equity, preventing external control shifts.

◆ Restricted Governance Actions for Investors

- Investors cannot propose governance changes that directly impact:
 - Olla's technology development roadmap, including OChain, OBridge, OWallet, the Aggregator Platform, and any future unbranded developments.
 - Any rebranded versions of these developments, as long as the Founder remains an equity holder.
 - Consensus mechanisms, AI models, or blockchain upgrades
 - Leadership structure and executive team appointments
- Only the Founder and executive team may introduce changes in product development, smart contract architecture, and infrastructure upgrades.

◆ Governance Restrictions on Investors Exceeding 35% Influence

- Regardless of equity holdings, investors' collective governance influence will not exceed 35%, ensuring the Founder retains strategic control.
- If investors exceed 35% total voting power, their votes will be proportionally adjusted to advisory status unless explicitly approved by a supermajority vote (66%).

📌 Final Safeguard: Founder's Override Mechanism

- If a governance decision jeopardizes Olla's long-term vision, the Founder may invoke an override mechanism, which requires a supermajority (80%) investor vote to challenge.
- The override can be exercised once per fiscal year to prevent abuse while maintaining Founder autonomy.
- If the override is disputed, the Founder may request arbitration, where a neutral governance panel will review the case.

- If the Founder invokes the override but loses an arbitration ruling, the Founder's override mechanism will be suspended for 18 months, preventing misuse.
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2.3 Reserved Equity & Future Rounds

Strategic Equity Reserve & Allocation

- 10% of Olla's total equity is reserved to manage future dilution, ensuring early investors maintain a strong ownership position while allowing controlled capital expansion.
- This reserved equity may also be used for:
 - Strategic partnerships
 - Ecosystem incentives
 - Developer grants
 - Tokenized equity distributions (if applicable in the future)
- The Founder has discretion to allocate up to 5% of the reserved equity for ecosystem expansion initiatives without requiring an investor vote.
- Investors holding 20%+ equity for 5+ years may request that up to 2% of the reserved equity be allocated for investor-aligned initiatives, subject to board approval.

Preemptive Rights for Early Investors

- Early investors have preemptive rights to maintain their proportional stake in future funding rounds by purchasing additional equity at the same valuation as new investors.
- Investors who decline to reinvest will experience proportional dilution, while those who participate can maintain their ownership percentage.
- If an early investor declines participation in two consecutive funding rounds, their preemptive rights may be reduced to ensure fair future capital distribution.
- Investors holding $\geq 10\%$ equity receive priority access to private funding rounds before external investors.
- Investor-Led Strategic Funding Clause: If investors collectively hold 40%+ equity, they may propose an independent funding initiative, subject to board and Founder approval.

Future Dilution Protection & Investor Safeguards

- No single funding round shall reduce early investors' collective stake below 35% without explicit approval from Phase 1 investors.
- Future funding rounds must be structured to balance ecosystem growth and investor security, ensuring long-term sustainability.
- To prevent excessive dilution, investor protections include:
 - Equity cap adjustments per funding stage to prevent sudden ownership shifts.
 - A maximum 20% dilution threshold per single funding round, unless waived by a supermajority (66%) investor vote.
 - Controlled vesting for new investors to limit abrupt governance changes.
 - Lock-in provisions to prevent short-term investors from gaining unfair influence over governance.
 - Equity issuance restrictions that prevent any single external investor from accumulating more than 15% of total equity without board approval.
 - Capital Call Limits: The board cannot introduce capital calls exceeding 10% of existing equity in any single year without investor consent.

Founder Equity Protection & Strategic Governance

- The Founder retains the right to acquire additional shares in future rounds at the same price as new investors to counteract dilution and maintain governance control.
- The Founder's total equity stake shall not drop below 51% unless explicitly approved by both the board and a supermajority vote (66%) of existing investors.
- The Founder may reclaim up to 5% of investor-divested equity within 24 months of any funding round, ensuring stability.
- To maintain long-term control, the Founder may gradually repurchase investor shares at a board-approved valuation if an investor divests within five years of initial investment.
- Founder's Priority Allocation Rights: If investors fail to fully subscribe to a funding round, the Founder has the first right to purchase remaining available shares.
- Founder's Equity Floor Clause: The Founder may issue additional shares to maintain a minimum 51% stake, provided dilution remains below 15% in a single funding round.

Uniform Investment Terms & Transparency

- Any amendments, preferential pricing, or alternative investment structures must be approved by a majority vote of all participating investors, ensuring equal treatment across funding rounds.
 - The board is required to disclose all upcoming funding terms at least 30 days in advance, ensuring transparency for investor decision-making.
 - To prevent governance disruptions, a structured funding schedule will be implemented, ensuring predictable and gradual investor dilution rather than sudden equity shifts.
 - Investor-Led Buyout Protection: Investors holding 25%+ of total equity may collectively initiate a buyout of up to 5% of outstanding shares per year, ensuring strategic control is not overly concentrated.
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2.4 Anti-Takeover Protections

- No single investor or entity may acquire more than 10% of Olla's total equity without board approval.
 - If any entity reaches 10% ownership, dilution protections are immediately activated to prevent hostile takeovers.
 - These provisions safeguard Olla's operations from competitor influence or governance disruptions.
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Section 2.5: Investor Governance Influence Caps & Adjustments

Time-Based Adjustment to Investor Voting Rights

- Investors holding $\geq 25\%$ of total shares for 3+ years will gradually transition from direct voting power to advisory influence.
- Investors may continue participating in governance but cannot override Founder strategic decisions.
- Investor voting on Founder removal requires 80% supermajority approval, preventing hostile takeovers.

Lock-In Period for Founder Governance Control

- For the first 5 years, the Founder retains full strategic control, preventing premature governance challenges.
 - During this period:
 - Investor veto powers over major decisions are phased in gradually.
 - No investor group may challenge Founder control unless a financial crisis or major mismanagement occurs.
 - Any governance changes require an 80% supermajority investor vote.
 - After Year 5, structured governance adjustments may begin, subject to pre-set investor influence caps.
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3. FOUNDER VESTING TERMS & COMPENSATION

3.1 Vesting Schedule

The Founder's 51% equity stake will vest according to a hybrid schedule, ensuring both time commitment and real adoption growth.

Time-Based Vesting (Baseline Vesting Schedule: 24%)

- Year 1: 0% vested (1-year cliff period to ensure long-term commitment).
- Year 2: 8% vested.
- Year 3: 8% vested.
- Year 4: 8% vested.

 Total Time-Based Vesting: 24%

Milestone-Based Vesting (Ensuring Real Network Adoption & Growth: 27%)

 Early Growth Milestones (User Onboarding Focus)

- OChain Mainnet Launch + 750K Active Users OR \$250M Total Value Locked (TVL): Additional 7% vested, ensuring widespread adoption and network security.

✅ Network Maturity Milestones (Real Usage & Economic Activity Focus)

- \$500M Market Cap OR 1M Active Users + 10M Transactions: Additional 10% vested, reinforcing sustainable blockchain adoption.

✅ Ecosystem Stability Milestones (Final Vesting & Institutional Trust)

- \$1B Market Cap OR 1.5M Active Users + 25M Transactions: Final 10% vested, ensuring OChain has reached a major adoption and liquidity threshold.

✅ Total Milestone-Based Vesting: 27%

📌 Total Vesting Calculation: 24% (Time-Based) + 27% (Milestone-Based) = 51%

📌 Founder Protections & Strategic Control

- Leadership-Based Accelerated Vesting:
 - If the Founder maintains an active leadership role for 5+ years, they may accelerate vesting of the final 10% equity stake, subject to board approval.
- Market & Adoption Delay Adjustment:
 - If an unforeseen external factor delays adoption milestones (e.g., regulatory changes, bear market downturns), the Founder may request a vesting extension adjustment, which requires a supermajority investor vote (66%).
- Fair Market Buyback Upon Early Exit:
 - If the Founder exits voluntarily before full vesting, any unvested shares will be repurchased by Olla at fair market value, preventing dilution risks.

📌 Investor Safeguards (Ensuring Founder Commitment & Adoption Focus)

- Unvested equity remains locked and does not qualify for profit-sharing or voting rights until vested.
- Vesting is contingent upon the Founder's continued leadership and fulfillment of both user and transaction milestones, ensuring real adoption.
- Any modifications to the vesting schedule require a supermajority vote (66%) from investors.

- In the event of a Founder removal for misconduct, all unvested shares are forfeited and redistributed into Olla's strategic reserve fund to support future growth.
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3.2 Treatment of Unvested Shares & Profit Sharing

- Unvested shares are not eligible for profit-sharing distributions. Earnings from unvested equity will be reinvested into Olla's development, infrastructure scaling, and ecosystem growth until full vesting.
 - Unvested shares remain locked and do not contribute to annual profit-sharing calculations.
 - Once fully vested, the Founder is entitled to future profit-sharing distributions but will not receive retroactive payments for previous unvested years.
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3.3 Founder Compensation

- The Founder is entitled to receive a reasonable salary from Olla's operational budget, subject to board approval.
 - The Founder may receive performance-based bonuses upon achieving key milestones, such as:
 - OChain mainnet launch
 - Reaching 500K+ active users
 - Hitting revenue or valuation benchmarks
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3.4 Founder Exit & Compensation

Voluntary Exit (After Serving 5+ Years)

- If the Founder steps down voluntarily after serving for at least 5 years, they shall receive:
 - A severance package equivalent to 5% of Olla's last audited valuation, ensuring fair compensation for leadership contributions.

- A performance-based exit bonus, subject to meeting at least one of the following milestones:
 - 1M+ active users on OChain.
 - OChain surpassing \$1B in market cap.
 - \$500M+ in Total Value Locked (TVL) within the ecosystem.
- Equity Transition Clause: Any unvested equity at the time of departure will be transferred to a Founder's Trust and distributed over a structured 12-24 month period, contingent upon continued advisory support.
- Advisory Role Option: The Founder may elect to remain as a strategic advisor with an annual retainer, subject to board approval.

Founder Removal (Without Misconduct)

- If the Founder is removed for performance-related reasons (but not misconduct), they shall receive:
 - Compensation for all vested equity at fair market value, based on the last audited valuation.
 - A reduced exit package capped at 2% of Olla's valuation, ensuring a balanced transition.
 - A structured handover period of 6-12 months, ensuring operational continuity and minimizing disruption.
 - Optional Founder Retention Clause: The board may offer an extended advisory role (12-24 months) if beneficial to Olla's strategic direction.

Founder Removal (Due to Misconduct or Violations)

- If the Founder is removed due to fraud, gross misconduct, or legal violations, they shall:
 - Forfeit all unvested equity and severance benefits.
 - Be subject to financial penalties and potential legal action, as determined by the board and arbitration panel.
 - Lose any remaining governance or advisory influence over Olla's strategic decisions.
 - Immediate termination of all Founder-related voting rights, preventing undue influence post-removal.

- Exit Restrictions: The Founder shall be subject to a 2-year non-compete clause, preventing direct competition with Olla within the blockchain space.

Hostile Exit Protection & Founder Compensation Rights

- If the Founder is removed without cause (i.e., not due to misconduct or legal violations), they shall receive:
 - A guaranteed exit package equal to at least 5% of Olla's last audited valuation.
 - Full compensation for all vested shares at fair market value.
 - A structured payout plan for remaining compensation if liquidity is insufficient, ensuring fair treatment.
- Investors may challenge this compensation package via:
 - An independent third-party valuation review.
 - A 75% Investor Arbitration Panel (IAP) vote to approve modifications.
- The Founder shall retain a non-compete agreement waiver for up to 12 months, allowing flexibility for future ventures while maintaining ecosystem stability.
- Founder's Share Redemption Clause: If removed without cause, the Founder may elect to:
 - Sell their equity back to Olla at a 10% premium within 6 months.
 - Hold their equity with reduced governance rights, ensuring long-term investment security.

Exit Due to Acquisition or Merger

- If Olla undergoes an acquisition or merger, the Founder shall receive:
 - A priority payout equivalent to their vested equity stake, ensuring a fair exit.
 - An exit bonus, calculated based on Olla's final valuation at the time of acquisition.
 - Unvested shares may be:
 - Converted into cash at fair market value, OR
 - Transferred to the acquiring entity under a structured reassignment agreement ensuring business continuity and leadership transition.
 - Founder Retention Option: The acquiring entity may offer the Founder a 3-year executive contract to ensure continuity.

Investor & Board Oversight on Founder Exits

- Any Founder departure requires a structured transition plan, including:
 - A mandatory 6-12 month leadership transition period, ensuring operational stability.
 - Board and investor oversight to approve any successor, preventing governance instability.
 - A supermajority vote (66%) required to approve any non-performance-based Founder exit package.
 - A Founder Exit Committee (FEC) comprised of investors, board members, and legal advisors to oversee the transition process.
 - If the Founder departs within the first 3 years, any unvested equity will be reallocated to an Investor Protection Pool, which will be managed by the board for reinvestment into the ecosystem.
 - Founder's Advisory Status Clause: The Founder retains the right to serve in a non-voting advisory role for up to 3 years post-exit, ensuring strategic continuity.
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3.5 Time-Locked Founder Governance Stability Period

To ensure long-term strategic leadership and operational continuity, the Founder's governance rights and decision-making authority are protected through a time-locked governance stability framework, preventing hostile takeovers while balancing investor influence.

Founder's Core Governance Protection (7-Year Stability Period)

- For the first seven (7) years, the Founder's Class B shares (1 share = 10 votes) remain non-convertible and non-transferable, ensuring governance stability.
- The Founder retains exclusive veto rights over governance decisions that impact:
 - Olla's long-term vision and roadmap.
 - Core technology development and strategic upgrades, including OChain, OBridge, OWallet, the Aggregator Platform, and any future unbranded or rebranded developments.
 - Board composition and leadership appointments.
- Investors cannot force a Founder removal without:

- A supermajority investor vote (80%).
- An independent governance review panel decision.
- A formal arbitration process confirming just cause.
- Minimum Founder Ownership Clause: The Founder's equity stake cannot drop below 51% during the stability period, ensuring control over strategic direction.
- Strategic Leadership Protection Clause: If the Founder holds $\geq 51\%$ voting power at Year 7, they may extend stability protections for an additional 3 years, pending a board-supervised performance review.

Governance Adjustments After Stability Period

- After the 7-year stability period, the Founder's Class B shares remain intact, but governance adjustments may apply:
 - If the Founder remains CEO or active leader, Class B voting power remains unchanged.
 - If the Founder transitions into an advisory role, Class B shares gradually convert to Class A over 24 months, preserving influence while allowing investor participation.
 - If a majority investor vote (66%) requests a governance review, an independent evaluation panel will assess whether adjustments are necessary.
 - If the Founder steps down voluntarily, governance transition must follow a structured succession plan, preventing abrupt control shifts.
 - If the Founder remains on the board but not in an executive role, they retain at least 50% of their voting power for an additional 3 years, maintaining leadership stability.
 - The Founder's authority over OChain, OBridge, OWallet, the Aggregator Platform, and any rebranded or unbranded future developments remains intact, regardless of governance adjustments.

Founder Buyback Rights & Governance Safeguards

- If investors attempt to reduce Founder governance influence, the Founder retains the right to:

- Repurchase up to 10% of outstanding shares at the last audited valuation, ensuring leadership control.
- Block governance amendments that reduce Founder-led strategic direction unless approved by a supermajority investor vote (80%).
- Exercise priority buyback rights if investors holding $\geq 10\%$ equity seek to exit, maintaining control of governance influence.
- Implement a time-locked governance reset mechanism, restoring full voting authority for 12 months if governance disruption occurs.
- Extend the stability period by an additional 3 years if the company is in an early-growth phase and an independent board review supports the extension.

Investor Safeguards & Stability Mechanism

- Investors may propose governance amendments only after the 7-year stability period, ensuring fairness in long-term decision-making.
- Any governance changes must pass a two-stage approval process:
 - 1 Supermajority investor vote (66%)
 - 2 Independent governance review panel evaluation
- If investors hold more than 40% total equity, their voting rights may be gradually phased into advisory-only influence over time, ensuring Founder-led stability.
- Investors cannot force liquidation or restructuring without an independent financial audit confirming Olla's insolvency or breach of fiduciary duties.
- Investor Appeal Mechanism: Investors can request an independent board review if they believe governance decisions conflict with Olla's strategic growth.

Final Protection: Founder's Override Mechanism

- If a governance proposal jeopardizes Olla's strategic direction, the Founder may invoke an override, which can only be overturned by:
 - A supermajority investor vote (80%).
 - A unanimous board decision.
 - A governance arbitration panel ruling in favor of investors.
 - The Founder retains a veto right on any governance proposal that seeks to:
 - Reduce Founder voting rights below 51% before Year 10.
 - Remove the Founder from board membership unless due to misconduct.
 - Force the sale, merger, or liquidation of Olla without board consent.
 - Founder Safeguard Clause: If the Founder's governance power is challenged twice within 24 months, they may request independent arbitration before any structural changes take effect.
 - Strategic Founder Succession Clause: If the Founder voluntarily transitions to an advisory role, they retain exclusive nomination rights for their successor, subject to board confirmation.
 - Technology Control Clause: Regardless of governance changes, the Founder retains exclusive control over all Olla ecosystem technologies, including:
 - OChain, OBridge, OWallet, the Aggregator Platform, and any unbranded or rebranded developments.
 - Blockchain infrastructure, AI models, and smart contract execution frameworks.
 - Consensus mechanisms and security architecture.
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4. INVESTOR BENEFITS & EXIT STRATEGY

4.1 Profit-Sharing

Annual Profit Distribution

- Investors are entitled to annual profit-sharing, allocated proportionally to their equity stake, based on net revenue after deducting:

- Operational expenses (infrastructure, salaries, maintenance)
- Regulatory compliance costs (licensing, legal fees, reporting obligations)
- Reinvestment allocations to support ecosystem expansion and innovation
- Liquidity reserves to maintain financial stability

Deferral Policy & Investor Safeguards

- Up to 20% of distributions may be deferred for reinvestment, liquidity management, or strategic expansion.
- Deferred payments must be settled within 12 months, unless a supermajority vote (66%) of investors approves an extension.
- Investors will receive quarterly financial updates detailing revenue allocation, reinvestment strategies, and projected distribution timelines.
- Deferred funds must be allocated to approved reinvestment initiatives and cannot be reallocated for unrelated expenses.

Transparency & Investor Oversight

- The Founder must provide independently audited financial reports to validate profit-sharing calculations.
- Investors retain the right to request financial statements and may conduct independent audits through an approved third-party firm.
- A special investor committee may be established to oversee profit distribution and resolve disputes over deferred payments.

Profit Adjustments & Governance Approval

- Profit-sharing allocations may be adjusted based on:
 - Market volatility & macroeconomic conditions
 - Regulatory shifts & unexpected compliance obligations
 - Strategic reinvestment opportunities that enhance long-term ecosystem growth
- Any adjustment must be approved by a 66% supermajority investor vote to ensure fairness and maintain investor confidence.

Distribution Timeline & Compliance

- Profit-sharing distributions will be paid annually within 90 days of the fiscal year-end, unless an investor-approved delay is enacted.
 - All profit-sharing calculations will be based on audited financial performance, ensuring full transparency and compliance with investor agreements.
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4.2 Exit Strategy

This section establishes structured liquidity options for investors while safeguarding governance stability by ensuring Founder buyback rights and board oversight on share transfers.

Olla's Share Buyback Program

- Investors may submit a buyback request, which will be executed at fair market valuation within 90 days, subject to liquidity availability.
- If liquidity constraints delay buybacks, a structured payout schedule (installment-based buyout) may be implemented with investor consent, ensuring fair compensation.
- Priority Buyback Rights:
 - Investors holding $\geq 10\%$ equity will receive priority execution in buyback programs.
 - Investors holding $\geq 15\%$ equity for more than five years may request expedited buybacks, subject to available liquidity.
- Mandatory Buyback Clause:
 - If an investor holds $\geq 5\%$ equity for over five years, they may request a mandatory buyback, executed within 12 months, provided company liquidity allows.
 - If liquidity is insufficient, Olla may extend buyback execution up to 24 months, ensuring financial stability.
- Founder Buyback Priority:
 - If multiple investors submit buyback requests, the Founder retains priority purchase rights over up to 10% of total equity repurchased, ensuring governance stability.

- If an investor holds over 15% equity and exits, the Founder has the first right to match external offers, preventing strategic control shifts.

Future Liquidity Options & Secondary Market Transfers

- If an IPO or acquisition does not occur within five years, Olla will facilitate secondary share transfers through:
 - Approved private equity networks.
 - Regulatory-compliant secondary markets.
- Investor Secondary Sale Limits:
 - Investors may sell $\leq 5\%$ of total equity per year through secondary markets, ensuring governance stability.
 - Any secondary sale exceeding 5% of total shares requires board approval and may be subject to phased execution over 6-12 months.
- Board-Approved Exit Plans:
 - Investors holding $\geq 10\%$ equity must provide a 60-day notice period before initiating large secondary sales, allowing Olla to implement structured buyback plans.
 - If an investor plans to sell $\geq 20\%$ of their equity holdings, Olla may facilitate a staggered sale over 12-24 months to prevent governance disruptions.

Transfer Rights & Governance Protection

- Board Approval Required:
 - Investors must obtain board approval before transferring shares to external parties.
 - The board may reject transfers that could lead to:
 - Competitor ownership.
 - Conflicts of interest.
 - Governance instability.
- Restricted Transfers Clause:
 - Any single transfer exceeding 5% of total equity must be phased over 6-12 months, preventing governance disruptions.

- Investors selling $\geq 10\%$ equity must provide the board with a 60-day notice period to allow for structured buyback planning.
- Unauthorized Transfers:
 - Any unauthorized share transfer may result in a temporary suspension of voting and profit-sharing rights until compliance is verified.
- Founder Governance Protection Clause:
 - The Founder retains the right to block any transfer exceeding 15% of total equity if it poses a risk to governance stability.
 - If a single investor accumulates more than 20% equity via secondary purchases, their voting rights will be capped at 15%, ensuring governance balance.

Lock-Up Period & Founder's First Right of Refusal (ROFR)

- Lock-Up Period: Investors cannot sell or transfer shares within the first 24 months post-investment.
- Founder's Right of Refusal (ROFR):
 - The Founder retains the first right of refusal (ROFR) to repurchase investor shares within 30 days of a transfer request.
 - If Olla declines the buyback, the investor may proceed with board-approved external transfers, subject to the following conditions:
 - Transfers cannot exceed 5% of total equity per transaction to prevent sudden ownership shifts.
 - For investors holding 5% or more equity, structured buyback plans will be executed in quarterly tranches over 6-12 months, ensuring:
 - Price stability.
 - Fair market conditions.
 - Protection against undervaluation.
 - Transfers exceeding 10% of equity require both board and Founder approval to prevent governance disruptions.
 - Shares may only be sold to pre-approved buyers who align with Olla's strategic vision.

- If the Founder exercises the ROFR, they may purchase the shares at a 5% discount to the last audited valuation, ensuring cost-effective governance retention.
- If an investor sells over 10% of their shares to a third party, they must provide full disclosure to Olla regarding the buyer's intent and affiliation.

Buyback Pricing & Valuation Standards

- Buyback pricing will be determined by:
 - The latest audited company valuation, OR
 - A mutually agreed-upon fair market value, ensuring that investors receive a fair price.
- Minimum Buyback Guarantee:
 - If Olla initiates a buyback, investors will receive no less than 85% of the last audited valuation, protecting against unfair price manipulation.
- Founder Buyback Compensation Clause:
 - If the Founder purchases shares during a buyback, their repurchased equity is locked for an additional 12 months, ensuring governance stability.
- Delayed Buyback Consequence:
 - If an investor requests a buyback and Olla fails to execute it within 12 months, the investor has the right to sell the shares externally, subject to board approval.
- Anti-Speculation Clause:
 - To prevent market manipulation, investors engaging in rapid share sales (within 12 months of acquisition) may face temporary restrictions on governance participation.
 - Any investor conducting multiple high-volume trades ($\geq 5\%$ of total shares per year) may have their future exit options structured into phased liquidity events.

Final Exit Safeguards & Founder Strategic Authority

- Founder Strategic Exit Oversight:
 - If investors representing $\geq 30\%$ of total shares initiate coordinated sales, the Founder may suspend all external transfers for up to 6 months, ensuring governance stability.

- Founder's Authority in Market Crises:
 - If Olla experiences a market downturn (valuation drop exceeding 40% in 12 months), the Founder may halt share buybacks for up to 18 months, pending board review.
 - Investor Liquidity Compensation in Crisis Events:
 - If a buyback is paused due to financial instability, investors will be offered:
 - OLLX token distributions equivalent to 10% of their requested buyout value, OR
 - Deferred payment contracts with 5% annualized interest until buyback completion.
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4.3 OLLX Token Purchase Opportunity

- Investors contributing \$1M+ (or 1M+ USDC) are eligible for an exclusive discounted price of 0.08 USDC per OLLX instead of 0.10 USDC.
 - This discounted rate is valid only during the private/presale period.
 - Once OLLX enters the public sale phase, all investors, including equity holders, must purchase tokens at the public market price.
 - Equity investment and token purchases are separate transactions—investors do not automatically receive OLLX tokens as part of their equity stake.
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4.4 Future Token Airdrops

Long-Term Airdrop Rewards & Eligibility

- Equity investors holding shares for 3+ years qualify for tiered airdrop rewards, based on:
 - Total equity stake held
 - OChain's overall market performance
 - Ecosystem engagement metrics
- Airdrops will follow a structured 12-month vesting schedule, unlocking at 25% per quarter.

KYC & Compliance Requirements

- Investors must maintain full compliance with KYC and regulatory obligations to remain eligible for airdrop distributions.
- Non-compliance may result in:
 - Temporary suspension, reduction, or full forfeiture of airdrop rewards.
 - Delayed distribution until compliance is restored.

Market-Responsive Vesting Adjustments

- The vesting period may be extended by up to 12 months to gradually release tokens and prevent excessive market impact.
- If market volatility exceeds a 25% price deviation in any rolling 5-day period, the board may:
 - Pause airdrop distributions to stabilize liquidity.
 - Convert airdrops into staking rewards instead of direct token releases to prevent market manipulation or speculative sell-offs.
- Extended Vesting Protection:
 - The board may extend the vesting timeline by up to 18 months to ensure controlled token absorption and long-term investor protection.

Airdrop Distribution Criteria

Airdrop amounts will be determined based on:

- Total equity holdings of the investor.
- OChain's total market capitalization at the time of distribution.
- Key ecosystem performance indicators, including:
 - User adoption rates
 - Validator & staking engagement
 - OChain's revenue growth milestones
 - Ecosystem expansion metrics

Investor Safeguards & Governance Controls

- The board reserves the right to introduce additional eligibility criteria or adjust distribution mechanisms based on market conditions.
 - New safeguard: Airdrops may be converted into alternative incentives (e.g., validator delegation bonuses, staking rewards, or ecosystem grants) if deemed beneficial for network stability.
 - Airdrop distributions require governance oversight, ensuring fair allocation and avoiding manipulation.
 - Major adjustments to vesting timelines or release methods must be approved by a majority (51%) investor vote to protect fairness and stability.
-

4.5 Post-Lockup Investor Privileges

Purpose

This section defines the exclusive benefits and privileges granted to investors after completing the 24-month mandatory lockup period. These incentives encourage long-term commitment, enhance investor participation, and provide strategic advantages, while maintaining Olla's governance stability and Founder-led direction.

Governance & Voting Power Enhancements

Once the lockup period ends, investors receive expanded governance rights, but with gradual influence adjustments to ensure long-term Founder control:

- ♦ Enhanced voting rights on:
 - Strategic partnerships, mergers & acquisitions.
 - Future fundraising rounds & dilution protection mechanisms.
 - Adjustments to long-term profit-sharing policies.

- ◆ Investors holding $\geq 5\%$ equity post-lockup gain:
 - The ability to propose governance amendments for board consideration.
 - The right to request advisory roles in Olla's strategic committees.
- ◆ Exclusive for Investors Holding $\geq 10\%$ Equity:
 - Board Observer Rights: Access to board meetings (non-voting status).
 - Veto Power: The ability to challenge major governance decisions via investor vote.
 - Priority Access to Future Private Rounds: First-choice participation in exclusive funding rounds.
- ◆ Investor Governance Influence Balancing:
 - Gradual Voting Influence Reduction: Investors who reduce their holdings by more than 50% will have their voting power proportionally reduced to prevent disproportionate influence.
 - Governance Stability Rule: If investor equity reaches 40%+ of total shares, additional governance adjustments may be implemented to prevent Founder displacement.
 - Founder Retention Clause: If governance influence shifts too heavily toward investors, the Founder retains the right to repurchase up to 5% of equity at a board-approved valuation, ensuring long-term leadership stability.

Increased Profit-Sharing Rewards

Long-term investors (3+ years) gain access to additional profit-sharing benefits, with adjusted incentives based on retention levels:

- ◆ +5% Bonus Profit-Sharing on top of standard distributions.
- ◆ Priority access to reinvestment opportunities at preferred valuation rates.
- ◆ Exclusive for Investors Holding $\geq 10\%$ Equity:
 - +2% additional bonus in profit-sharing rewards (total +7%).

- Option to reinvest profit distributions into new funding rounds at a premium discount.
- ♦ Performance-Based Profit Adjustments:
 - Investors who reduce holdings by more than 50% post-lockup may have profit-sharing bonuses adjusted accordingly.
 - The board reserves the right to phase out profit-sharing bonuses for investors reducing their stake below 3% to ensure long-term alignment with Olla's ecosystem growth.

Priority Access to OLLX Token Incentives

Investors who retain equity post-lockup receive:

- ♦ Exclusive discounted OLLX purchase options in future funding rounds.
- ♦ Enhanced staking APY bonuses for OLLX delegation in validator pools.
- ♦ Guaranteed allocations in OLLX ecosystem incentive programs.
- ♦ Exclusive for Investors Holding $\geq 10\%$ Equity:
 - Early access to high-yield validator nodes with priority staking benefits.
 - Participation in exclusive liquidity pools for early OLLX trading pairs.
- ♦ Long-Term Token Distribution Protections:
 - To prevent large investor exits from disrupting token stability, any investor liquidating more than 25% of their holdings in a single transaction may have OLLX-related incentives adjusted or phased over time.
 - Investors exiting more than 10% of their holdings in a single transaction may have their staking rewards gradually reduced over 12 months to prevent sudden network destabilization.

Early Exit Options & Buyback Preferences

Investors holding $\geq 5\%$ equity post-lockup may request:

- ♦ Priority exit through structured buyback plans at fair market valuation.
- ♦ Transfer facilitation via private equity networks, subject to board approval.
- ♦ Partial exit flexibility:
 - Investors selling $\leq 50\%$ of holdings may retain governance rights proportional to their remaining stake.
- ♦ Exclusive for Investors Holding $\geq 10\%$ Equity:
 - Guaranteed Liquidity Option: The right to request a structured buyback if an IPO or acquisition is delayed beyond five years.
 - Equity Tokenization Conversion Option: If Olla tokenizes equity in the future, high-tier investors may convert part of their equity into blockchain-based token assets.
 - Staggered Exit Policy for Large Holders: Investors liquidating more than 10% of total equity holdings in a single event may be required to phase their exit over 6-12 months to prevent governance destabilization.

Founder Safeguards & Governance Stability Mechanisms

To maintain Founder-led governance stability, the following protections apply post-lockup:

- ♦ Founder's Priority Buyback Rights:
 - The Founder may repurchase up to 5% of total equity annually at a board-approved valuation, ensuring governance retention.
- ♦ Governance Balancing Clause:
 - If investors collectively exceed 40% total equity, a mandatory governance review is triggered to ensure Founder control remains intact.
 - The Founder may veto any investor-led proposal that reduces governance influence below 51%, unless overturned by an 80% supermajority vote.

- ◆ Exit Governance Adjustment Clause:
 - Investors selling ≥50% of their holdings may have their governance rights converted into advisory-only influence, preventing excessive power shifts post-liquidation.
-

5. BANKRUPTCY & LIQUIDATION PROTECTION

5.1 Technology & Ecosystem Continuity

- In the event of Olla's bankruptcy, acquisition, or forced liquidation, the Founder retains the right to acquire or migrate all core blockchain technology, smart contracts, and AI models under a new legal entity.
 - This ensures that OChain and its ecosystem remain operational, regardless of Olla's corporate status.
-

5.2 Investor Payouts & Liquidation Hierarchy

This section establishes structured asset distribution rules in the event of liquidation while ensuring:

- ✓ Investors receive a fair recovery amount.
- ✓ Founder retains intellectual property (IP) rights for potential ecosystem continuity.
- ✓ Structured payout plans balance liquidity preservation with investor rights.

📌 1. Priority Settlements

Before investor distributions, liquidation proceeds will first be allocated to:

- Secured debts (e.g., outstanding loans, contractual obligations).
- Regulatory & legal compliance obligations (e.g., penalties, tax liabilities).

- Employee severance packages & operational wind-down costs.
- Unpaid investor dividends, if applicable, ensuring long-term investors receive priority compensation.

2. Investor Distributions

- Remaining assets will be distributed based on equity percentage.
- Investors are guaranteed a minimum recovery of 35% of net recoverable assets, provided that sufficient liquidity exists.
- Board Approval for Asset Distribution Adjustments:
 - If market circumstances impact liquidation, the board may approve adjusted payout schedules to balance liquidity preservation with investor fairness.
 - Investors with $\geq 10\%$ equity holdings will receive priority repayment schedules in structured distributions.
- Investor Compensation Security Clause:
 - Investors holding equity for 5+ years may opt for a deferred payout model, ensuring stability in liquidation.
 - If liquidation fails to meet payout obligations within 24 months, Olla must provide alternative compensation options, including convertible equity in successor ventures.

3. Structured Repayment Plans (If Assets Are Insufficient)

- If liquidation assets are insufficient to meet the 35% payout, investor claims will be settled through:
 - Structured repayment plans over 18-36 months to avoid sudden financial disruption.
 - Alternative asset liquidation mechanisms, including:
 - OLLX token distributions over 12-24 months, ensuring continued network engagement.
 - Extended repayment schedules beyond 36 months, subject to board approval.
 - Asset-backed recovery mechanisms, where investors may receive proportional ownership in remaining non-liquidated assets.

- Strategic equity migration, where investors have the option to roll over their claims into a newly structured entity for long-term value retention.
- Liquidity Contingency Reserve:
 - To prevent extreme investor losses, 5% of Olla's treasury holdings may be allocated as a contingency reserve, released in the event of unexpected liquidation shortfalls.

4. Investor Protections in Case of Asset Shortfall

- Investors hold priority claims over all remaining company assets, except for:
 - OChain's intellectual property (IP), patents, and proprietary AI models, which remain under the Founder's control for potential migration into a new legal entity.
- No liquidation event shall result in less than 30% of net recoverable assets being distributed to investors, unless legally mandated otherwise.
- Founder's Last-Resort Buyback Clause:
 - If liquidation results in a shortfall, the Founder may repurchase investor claims at a 10% discount to the last audited valuation, ensuring asset recovery and future restructuring potential.
- Proportional Equity Conversion Option:
 - If liquidity is limited, investors may opt to convert a portion of their claims into retained equity under a newly formed entity that carries forward OChain's core assets.
 - Investors rolling over into the new entity will receive priority funding options and preferred shares in future valuation rounds.
- Investor Transparency & Reporting:
 - Investors will receive detailed financial reports and liquidation statements, ensuring full transparency in the payout process.
 - A third-party audit may be conducted to verify fair asset distribution.
- Equity Liquidation Pool:
 - Investors holding $\geq 15\%$ equity collectively may establish an Equity Liquidation Pool, allowing coordinated sales rather than forced asset divestments.

5. Founder's Rights in Liquidation & Recovery Path

Founder Retention of Key Assets

- The Founder retains all core intellectual property rights, patents, and proprietary blockchain frameworks, ensuring the ability to rebuild or relaunch the ecosystem in the future.
- If liquidation results in a restructuring opportunity, the Founder retains the right to re-purchase key OChain assets, ensuring continuity in development.

Founder's Option to Convert Debt into Long-Term Stake

- If liquidation leads to a debt-heavy outcome, the Founder may convert up to 25% of outstanding obligations into long-term reinvestment, preventing rapid asset depreciation.
- The Founder may also reallocate up to 10% of remaining liquidation proceeds toward recovery initiatives, allowing key stakeholders to reinvest in a future entity.

Reinvestment & Recovery Initiative

- If liquidation leads to a restructuring opportunity, investors who opt into the recovery initiative may receive:
 - Newly issued shares in a future entity, allowing continued exposure to long-term upside.
 - Priority allocations in future funding rounds of the next blockchain iteration.
- If an investor converts liquidation claims into equity, they may receive:
 - A preferred dividend payout structure in the successor entity.
 - Guaranteed participation in governance restructuring discussions, ensuring investor influence in future strategic direction.

Final Governance & Investor Safeguards in Liquidation

Board Review & Investor Oversight

- If Olla undergoes liquidation, the Founder and Board must approve a detailed liquidation plan outlining:
 - Structured payout phases based on available liquidity.
 - Alternative investor compensation mechanisms if cash reserves are inadequate.
- A governance stability roadmap for transitioning critical assets into future development.

Founder-Controlled Asset Migration Clause

- If liquidation is forced by external investors, the Founder retains the exclusive right to migrate key assets into a protected recovery fund, preventing hostile takeovers of OChain's IP.
- Investor Compensation Alternatives:
 - If liquidation results in a 30%+ investor loss, Olla must provide:
 - Tokenized equity swaps enabling long-term value retention.
 - Board-approved structured exits with extended payout options.
- Founder Veto on Distressed Liquidation:
 - The Founder retains final veto power on liquidation events initiated solely by investor votes, unless an independent financial audit confirms insolvency.

Equity Distribution Clause for Large Investors

- Investors holding $\geq 25\%$ total equity must accept structured liquidation plans, ensuring gradual payouts rather than forced asset sales.
 - To prevent panic selling, any investor liquidating $\geq 10\%$ of total equity in a single event must phase their exit over 6-12 months, ensuring price stability.
-

5.3 OLLX Token Distribution in Liquidation

- If liquidation occurs, remaining OLLX tokens in company reserves will be distributed over 12-24 months, following a three-phase payout schedule:(1) Initial reimbursement to investors based on available liquidity.(2) Proportional token distribution based on vesting schedules.(3) Final settlement following regulatory clearance of remaining assets.
-

5.4 Founder Removal Protection

- The Founder cannot be removed from leadership roles without a supermajority vote (80%) of all shareholders.
- Any removal attempt must follow a three-stage review process:
 - 1 Independent audit of alleged misconduct.
 - 2 Binding mediation process.
 - 3 Final investor vote.
- In cases involving fraud, gross misconduct, or legal violations, removal requires approval from an independent arbitration panel following a formal investigation.

Technology & IP Retention Clause

- Even in the event of Founder removal, the Founder retains full control over all intellectual property, including OChain, OBridge, OWallet, the Aggregator Platform, and any unbranded or rebranded developments unless a separate legal agreement is made to transfer ownership.
- The Founder has perpetual authority over all proprietary technology developed under Olla, ensuring no governance shift can override their decision-making authority over technological development.

Protection Against Hostile Takeovers

- Investors cannot initiate a forced transfer of technology ownership, licensing rights, or development control in the event of a Founder's removal.
- If a removal vote is passed, the Founder retains first refusal rights on acquiring at least 10% of total outstanding shares to maintain governance influence.

- The Founder reserves the right to invoke an emergency governance freeze, preventing technology restructuring, rebranding, or repurposing for a minimum of 12 months following removal.

Founder's Right to Reverse Governance Decisions Post-Removal

- If the Founder is removed and governance decisions negatively impact Olla's strategic direction, they may:
 - Challenge any governance amendments affecting intellectual property, technology rights, or strategic infrastructure in a formal arbitration process.
 - Reclaim a controlling stake by repurchasing equity within 18 months of removal, subject to last audited valuation.
 - Invoke a governance override mechanism, allowing a third-party governance review panel to determine whether the removal was justified based on Olla's long-term interests.

Final Protection: Technology Ownership Independence

- Regardless of leadership changes, the Founder retains lifetime authority over OChain, OBridge, OWallet, the Aggregator Platform, and all other current and future Olla technology.
 - Even if Olla is rebranded, restructured, or acquired, the Founder's exclusive right to control technological development remains in force unless a voluntary transfer agreement is executed.
-

5.5 Investor Oversight in Successor Selection

- Investors holding at least 10% equity collectively may:
 - Nominate alternative candidates if they object to the Founder's proposed successor.
 - Conduct a governance vote on the final candidates, requiring a 66% supermajority approval.

- If the Founder's exit occurs unexpectedly, investors may appoint an Interim CEO for up to 6 months before finalizing a permanent successor.
 - Investors cannot override pre-existing governance protections or demand ownership of Founder-held intellectual property during the transition process.
-

6. INTELLECTUAL PROPERTY RIGHTS

6.1 AI & Blockchain Research Fund

- A minimum of 20% of annual profits shall be allocated to research and development (R&D) to ensure continuous innovation in:
 - AI model enhancements (adaptive fraud detection, AI-driven smart contracts).
 - Quantum-resistant security (lattice-based cryptography, post-quantum encryption).
 - Blockchain scalability innovations, including:
 - zk-Rollups (Zero-Knowledge scaling for transaction efficiency).
 - DAG-based optimizations (parallel transaction execution for higher throughput).
 - AI-enhanced PoS (dynamic staking adjustments for security and efficiency).
 - Neural Consensus Mechanisms (AI-driven consensus models for self-optimizing networks).
 - Holographic Sharding (multi-dimensional sharding for ultra-scalability).
 - Self-Evolving Smart Contracts (AI-generated contracts that adapt over time).

- Adaptive Blockchain Architectures (systems that restructure themselves based on network demand).
 - Undiscovered & Emerging Technologies that align with future blockchain advancements.
- Flexible Allocation Approach:
 - Early Stage (1-3 years): 30%+ R&D allocation for rapid advancements.
 - Scaling Phase (3-5 years): 20%-25% for optimization and ecosystem expansion.
 - Mature Stage (5+ years): 15%-20% for sustained innovation and upgrades.
- R&D Fund Protection:
 - These funds cannot be redirected for buybacks or dividends and cannot be overridden by investor votes, ensuring Olla's long-term technological competitiveness.
 - If annual profits decline significantly ($\geq 30\%$), the board may temporarily adjust the allocation while ensuring a minimum 10% R&D commitment.

Research Audit Committee & Transparency

- A Research Audit Committee (RAC) shall be established to oversee fund utilization, ensuring accountability and efficiency.
 - The RAC shall consist of:  One Founder-appointed R&D expert (to align with Olla's vision).  One investor representative (holding $\geq 10\%$ equity for at least 24 months).  One independent blockchain/AI expert (appointed by board vote).
 - Annual R&D reports shall be published for stakeholders, detailing:

- Fund allocation breakdown.
 - Technological advancements achieved.
 - Future research priorities.

Performance-Based Incentives for R&D Team

To drive breakthrough innovations, the R&D team shall receive performance-based incentives when achieving key technological milestones:

✅ Milestone #1 – OChain's AI-Driven Governance Model Deployment (Bonus Pool: 2% of R&D budget).

✅ Milestone #2 – Achieving 100,000 TPS Through zk-Rollup Enhancements (Bonus Pool: 3% of R&D budget).

✅ Milestone #3 – Post-Quantum Encryption Fully Integrated & Tested (Bonus Pool: 5% of R&D budget).

✅ Milestone #4 – Achieving \$500M+ TVL in Olla Ecosystem (Bonus Pool: 5% of R&D budget).

- Bonus Pool Distribution:
 - 50% allocated to core R&D developers & engineers.
 - 30% allocated to AI & blockchain research leads.
 - 20% retained for future research incentives.

6.2 Ownership & Licensing Rights

Exclusive Ownership of Intellectual Property

- All blockchain code, smart contracts, AI models, and brand assets developed under Olla remain the exclusive property of Olla and cannot be transferred, sold, or controlled by investors.
- This includes, but is not limited to, OChain, OBridge, OWallet, the Aggregator Platform, and any other developments, including those that have not yet been branded or may be rebranded in the future.
- Equity ownership does not grant intellectual property (IP) rights, meaning investors do not have:
 - Control over Olla's proprietary technology or blockchain innovations.
 - Decision-making authority in AI model development, upgrades, or modifications.
 - Direct or indirect claims to Olla's licensing, sublicensing, or commercialization of its assets.

IP Licensing & Commercialization

- External licensing, sublicensing, or commercialization of OChain, OBridge, OWallet, the Aggregator Platform, or any future developments requires explicit Founder approval.
- The Founder retains full discretion over any technology partnerships, licensing agreements, or monetization strategies related to these intellectual properties.
- Any IP licensing arrangements must align with Olla's long-term strategic roadmap, ensuring ecosystem integrity and security.
- Investors acknowledge that all technology developed under Olla remains under Olla's legal jurisdiction, preventing external claims or unauthorized use.

Investor Protections & Founder Commitments

- **Technology Migration Clause:** In the event of Olla's acquisition, restructuring, or forced liquidation, all core blockchain technology, including OChain, OBridge, OWallet, the Aggregator Platform, and any rebranded or unbranded developments, will be retained or migrated to a new legal entity under the Founder's control, preventing unauthorized claims.
- **Founder's Obligation to Maintain IP Integrity:** The Founder agrees to uphold the ecosystem's long-term security and continuity, ensuring that:

- Olla's core infrastructure remains protected from hostile takeovers or exploitative licensing deals.
 - No third-party entity gains disproportionate influence over Olla's IP without investor awareness.
 - Restricted Transfer Clause: Investors may not transfer or assign any perceived rights over OChain, OBridge, OWallet, the Aggregator Platform, or any future developments to third parties without prior written approval from the Founder.
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6.3 Founder's Authority Over Intellectual Property

- The Founder retains exclusive control over all aspects of OChain, OBridge, OWallet, the Aggregator Platform, and any future unbranded or rebranded developments under Olla, including:
 - Blockchain infrastructure & consensus mechanisms
 - Smart contract execution frameworks
 - AI-driven governance & optimization models
 - Security architecture, including quantum-resistant encryption and privacy-preserving protocols
 - Cross-chain interoperability systems, including proprietary bridges and Layer-0 networking
 - Any other technology developed within Olla, whether formally branded or unbranded at the time of agreement

Investor Role & Limitations

- Investors do not have voting rights over technological development decisions.
- IP-related decisions, including partnerships, commercial licensing, and protocol upgrades, remain at the sole discretion of the Founder.
- Investors cannot challenge, modify, or intervene in any technology development methodologies, including:
 - The use of AI-driven development processes
 - The complete revamp, redesign, or restructuring of any Olla technology

- The migration of infrastructure to new architectures or frameworks
- Investor equity does not entitle them to IP ownership, direct governance rights, or monetization privileges over Olla's technology.
- Even if an investor holds a significant stake (e.g., 20%+ equity), they are explicitly excluded from making decisions that impact the development, branding, or strategic direction of OChain, OBridge, OWallet, the Aggregator Platform, or any future developments.

Ensuring IP Protection & Ecosystem Stability

- Olla retains the right to enforce IP protections to prevent unauthorized use, replication, or third-party commercialization that could compromise the project's integrity.
- The Founder has the absolute right to rebrand, restructure, or modify any Olla ecosystem technology without requiring investor consent.
- The Founder may take legal action against any entity attempting to:
 - Claim, sublicense, or commercially exploit OChain, OBridge, OWallet, the Aggregator Platform, or any future developments without formal approval.
 - Misrepresent, fork, or alter Olla's proprietary technology without authorization.
 - Reverse-engineer or attempt to replicate Olla's intellectual property for competitive advantage.

Technology Control in Case of Governance Shifts

- If the Founder transitions to an advisory role or steps down from an executive position, they retain full control over Olla's intellectual property unless a separate legal transfer is made.
- If the company undergoes mergers, acquisitions, or structural changes, the Founder's authority over intellectual property, including all current and future technologies, remains intact unless explicitly overridden by written contractual agreement and independent arbitration.
- Rebranded or restructured versions of OChain, OBridge, OWallet, and the Aggregator Platform will remain under the Founder's authority, ensuring continuity in development leadership.

Final Protection: Founder's Perpetual IP Authority Clause

- The Founder retains perpetual authority over all technology innovations developed under Olla, regardless of:
 - Equity dilution or changes in ownership structure
 - Investor attempts to influence governance or technology direction
 - Corporate restructuring, rebranding, or acquisitions
 - The Founder's authority over OChain, OBridge, OWallet, the Aggregator Platform, and all current and future Olla developments is binding and cannot be transferred, diluted, or overridden without explicit Founder consent.
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7. KYC & REGULATORY COMPLIANCE

7.1 KYC & AML Verification

- All investors must complete Know Your Customer (KYC) and Anti-Money Laundering (AML) verification before their funds are accepted.
 - Olla reserves the right to reject or refund investments if KYC verification fails.
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7.2 Regulatory Compliance & Investor Obligations

- Olla adheres to all applicable financial, security, and reporting laws based on its jurisdiction.
- Investors must comply with tax, securities, and financial disclosure laws in their respective jurisdictions.
- Investor Compliance Risks:
 - If an investor's legal standing changes or their investment triggers compliance concerns, Olla may request additional documentation or temporarily restrict fund withdrawals and voting rights.
 - Failure to meet compliance standards may result in:
 - Equity holdings being temporarily frozen.
 - Suspension of voting rights.

- Forfeiture of profit distributions.
 - Exclusion from future funding rounds.
-

7.3 Tax & Financial Compliance Disclaimer

- Olla assumes no liability for investor tax obligations or regulatory compliance in their jurisdictions.
 - Investors certify that all funds used for investment are legally sourced and compliant with international financial laws.
 - If an investor fails to meet compliance requirements, Olla reserves the right to:
 - Withhold profit distributions until full compliance is met.
 - Restrict or reallocate equity holdings if the investor is found to be in violation of international compliance laws.
-

7.4 Non-Compliance Consequences & Forced Buybacks

Regulatory Compliance & Enforcement

- Olla reserves the right to enforce additional KYC verification, investment source disclosures, or other compliance measures in response to regulatory updates, investor risk assessments, or suspected violations.
- If an investor fails to meet ongoing compliance requirements, Olla may suspend, restrict, or revoke equity holdings based on the severity of the violation.

Compliance Violation Timeline & Consequences

- ◆ Phase 1: Initial Non-Compliance (0-120 Days)
 - Investors will receive a formal compliance notice with a 120-day resolution period.
 - Failure to comply within this timeframe may result in:
 - Suspension of voting rights until compliance is restored.

- Temporary withholding of profit distributions.
 - Restrictions on future funding round participation.
 - A written warning that continued non-compliance may trigger a forced buyback.
- ◆ Phase 2: Extended Non-Compliance (Beyond 120 Days)
 - If non-compliance continues past 120 days, Olla may initiate a forced buyback, executed at:
 - 85% of the last audited valuation, OR
 - Fair market value at the time of buyback (whichever is lower).
 - Investors will receive a final compliance warning, specifying a 30-day grace period to rectify non-compliance before the buyback is finalized.
 - If necessary, Olla may impose additional restrictions, including limiting the investor's participation in board matters and governance decisions.
 - ◆ Phase 3: Critical Non-Compliance (Beyond 180 Days)
 - If compliance issues remain unresolved after 180 days, Olla reserves the right to revoke the investor's equity holdings.
 - Proceeds from forfeited shares will be held in escrow until a legal resolution is reached.
 - If non-compliance involves fraud, regulatory violations, or intentional misrepresentation, Olla may seek legal remedies to recover damages.
 - Investors who fail to comply within this period may also be permanently restricted from participating in Olla's future investment rounds.

Investor Safeguards & Appeal Process

- Investors may submit a compliance remediation plan to Olla before the 120-day deadline to prevent buyback enforcement.
- Investors disputing a forced buyback may request board arbitration within 15 days of receiving the buyback notice.
- Buyback proceeds will be released only after compliance violations are formally resolved or through a regulatory settlement.

- In cases of minor regulatory infractions, investors may be given the option to temporarily freeze their holdings instead of immediate buyback execution, subject to board discretion.
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8. GENERAL TERMS

8.1 Disclaimer on Future Projections

- All statements, financial forecasts, and projected returns—including but not limited to advertisements, website content, social media, and investor materials—are estimates and not guarantees of future performance.
 - Projections are based on current market conditions, strategic assumptions, and business goals. Actual results may vary, and past performance does not guarantee future outcomes.
 - Investors acknowledge that all financial projections are speculative, and Olla makes no assurances regarding future returns, asset valuations, or token price appreciation. Any forward-looking statements should be interpreted as potential scenarios, not financial commitments.
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8.2 Governing Law & Arbitration

Applicable Law & Jurisdiction

- This Agreement shall be governed by and interpreted under the laws of [\[Jurisdiction\]](#), ensuring legal consistency and regulatory compliance.
- In cases of cross-border disputes, Olla will adhere to international arbitration standards, ensuring a neutral and enforceable resolution process.

Binding Arbitration for Dispute Resolution

- In the event of a dispute, both parties agree to resolve conflicts through arbitration under the International Chamber of Commerce (ICC) framework.
- The arbitration venue will be [\[Location\]](#), and all rulings shall be final and legally binding for both parties.
- Arbitration proceedings will be conducted in [\[Language\]](#) to ensure clarity and transparency.
- Fast-Track Arbitration: Disputes under \$1M USD may be resolved through an expedited arbitration process, requiring a ruling within 45-60 days to prevent prolonged financial or operational disruptions.

Investor Arbitration Panel (IAP) Oversight

- For disputes exceeding 2% of Olla's last audited annual revenue OR \$5 million USD (whichever is higher), an Investor Arbitration Panel (IAP) will oversee the resolution process.
- Tiered Escalation Approach:
 - For disputes between \$1M and \$5M, mediation will first be attempted with a neutral third-party mediator. If unresolved, the case escalates to the IAP.
 - For disputes exceeding \$5M, the case proceeds directly to the IAP for resolution.
- The IAP will consist of five members:
 - ✓ Two investor representatives (elected by investors holding $\geq 5\%$ equity) to ensure balanced oversight.
 - ✓ One independent legal expert specializing in blockchain governance, financial compliance, and corporate law.
 - ✓ One neutral financial auditor for valuation-related disputes.
 - ✓ One Founder-appointed representative to maintain Olla's strategic vision.
- The panel will have the authority to:
 - Review financial disputes related to profit-sharing, equity dilution, and governance decisions.

- Assess investor claims regarding breach of contract or fiduciary responsibility.
- Mediate disagreements regarding forced buybacks, exit strategies, or liquidation payouts.
- Resolve Founder vs. Board conflicts related to company direction, provided they do not challenge the Founder's core governance rights.

Appeal & Enforcement Mechanisms

- Arbitration rulings are final and binding, with no further appeals unless proven fraud, bias, or procedural misconduct is identified.
- If a ruling requires financial compensation, payments must be executed within 30-90 days of the final decision.
- Non-compliance with arbitration outcomes may result in legal enforcement through the courts of [\[Jurisdiction\]](#).
- Structured Payouts for Large Disputes: If an arbitration ruling requires Olla to pay a sum exceeding 5% of its annual revenue, structured payout terms may be negotiated to ensure financial stability.
- Audit Requirement: Any arbitration decision affecting over 10% of company equity or total valuation must be verified by an independent financial audit, ensuring fairness for all stakeholders.

Founder & Investor Protection Clauses

◆ Founder's Protection Clause:

- Arbitration cannot be used as a tool to force the Founder's removal unless evidence of fraud, fiduciary negligence, or legal violations is confirmed by an independent financial and legal audit.
- If an arbitration ruling challenges the Founder's governance control, the Founder may request a secondary review by a neutral governance panel, delaying implementation by up to 6 months to explore alternative resolutions.

◆ Investor Safeguard Clause:

- If the Founder is found guilty of financial mismanagement or violates investor rights, investors may initiate a governance restructuring vote (66% supermajority required) to propose corrective actions.
 - Investors holding $\geq 10\%$ equity may request a full financial audit of the company once per year, ensuring transparency in governance and fund allocations.
-

8.3 Investor Arbitration Panel (IAP) & Dispute Resolution Process

This section establishes a structured dispute resolution framework, ensuring:

- ✓ Investors have a fair arbitration process without unnecessary governance disruptions.
- ✓ Founder retains protections against frivolous claims or governance overreach.
- ✓ Clear guidelines on arbitration outcomes and compliance enforcement.

Structured Dispute Resolution Process

If a dispute arises between the Founder, investors, or Olla's management, the following structured process will apply:

1 Internal Mediation (30 Days)

- Disputing parties must attempt to resolve conflicts through direct negotiation facilitated by an independent mediator, if necessary.
- Mediation outcomes are non-binding but must be documented for arbitration reference.

2 Investor Arbitration Panel (IAP) (60-90 Days)

- If mediation fails, disputes escalate to the Investor Arbitration Panel (IAP) for structured review and resolution.
- The IAP decision is binding unless appealed through the governance review process.

- If the dispute directly affects Founder governance, a special governance subcommittee will review the decision before finalization.

③ International Arbitration (If Necessary) (120+ Days)

- If no resolution is reached within 120 days, the dispute will be settled through ICC arbitration, with rulings enforceable under [\[Jurisdiction\]](#) law.
- International arbitration is limited to financial disputes exceeding \$10M, ensuring it is used only for material claims.

Investor Arbitration Panel (IAP) Structure & Governance

The five-member arbitration panel will consist of:

- ✓ Two investor representatives (elected by investors holding $\geq 5\%$ equity, ensuring balanced investor oversight).
- ✓ One independent legal expert (specialized in blockchain governance, regulatory compliance, and financial disputes).
- ✓ One neutral financial auditor (for valuation and financial disputes, ensuring fair financial assessments).
- ✓ One Founder-appointed representative (to maintain alignment with Olla's strategic vision and operational priorities).

◆ Rotational Terms & Panel Composition:

- Investor representatives will serve one-year renewable terms, preventing undue long-term influence.
- The Founder-appointed representative may be reassigned at the discretion of Olla's board, ensuring adaptability in governance matters.

◆ Investor Eligibility Criteria for Arbitration Panel Representation:

- Investors serving on the panel must hold equity for at least 24 months before eligibility, ensuring experienced representation.

- Investors with pending disputes, compliance violations, or unresolved non-compliance issues are ineligible to serve on the panel.
- Investors who have lost an arbitration case twice within 24 months may be temporarily ineligible to serve on the panel.

Binding Arbitration Terms & Founder Protections

- All arbitration rulings are final and legally binding and must be executed within 30 days of the final decision.
- Investors waive the right to litigation unless arbitration exceeds 120 days without resolution.
- Arbitration costs will be shared equally unless determined otherwise by the panel.
- The arbitration panel cannot modify Olla's core governance structure but may recommend operational improvements, financial transparency measures, or investor policy adjustments.
- Any arbitration ruling affecting Founder governance control requires a supermajority (66%) approval from investors and independent legal review.
- The Founder retains a one-time appeal right on rulings directly impacting equity structure or governance authority.

Protection Against Frivolous Claims & Governance Abuse

To prevent misuse of arbitration, structured protections are in place:

 Frivolous or bad-faith claims may result in the following penalties:

- ♦ Temporary suspension of voting rights (up to 12 months).
- ♦ Reduction of up to 1% in equity stake, subject to panel approval, discouraging baseless claims.
- ♦ Mandatory reimbursement of arbitration costs if the claim is deemed baseless or disruptive.
- ♦ Three-Strike Rule: Investors making three unsuccessful claims in 24 months will lose arbitration privileges for one year, preventing repeated governance challenges.

- ◆ Founder Safeguard Clause: If the same investor initiates two failed arbitration cases against the Founder, they must obtain 75% investor support before filing additional claims.

Founder Protection Clause & Governance Security

- Arbitration cannot be used to forcibly remove the Founder unless there is clear evidence of legal misconduct, fiduciary negligence, or regulatory breaches.
- The Founder retains the right to appeal any ruling that impacts their governance authority, with a final decision requiring supermajority approval (66%) from investors.
- Investors cannot file repetitive arbitration claims on the same issue within a 12-month period, preventing governance disruption.
- Founder's Override Option: If an arbitration ruling jeopardizes Olla's long-term strategic direction, the Founder may request an independent governance review, delaying implementation until reviewed by a neutral third-party legal panel.
- If an arbitration ruling proposes an equity dilution impacting the Founder's 51% minimum stake, it must undergo a three-stage review:

① Investor Supermajority Vote (66%)

② Independent Financial Audit Validation

③ Founder's Veto Option (Final Override Clause, exercisable once per fiscal year)

- Founder Compensation Clawback Protections: If an arbitration ruling attempts to reclaim vested Founder equity, it must be justified by legal evidence of financial mismanagement or contractual breach.

Investor Safeguards Against Founder Misconduct

- If an investor-initiated claim is validated, the arbitration panel may recommend corrective actions, including:
 - Governance restructuring proposals, ensuring balanced decision-making.
 - Financial transparency audits, ensuring investor rights are protected.
 - Equity compensation adjustments, if investor rights were materially impacted.

- Board restructuring, if the Founder's actions materially damage shareholder value.
- Any recommendation for Founder compensation adjustments requires:
 - Approval by both the arbitration panel and an independent financial auditor.
 - A supermajority investor vote (66%) to enforce compensation clawbacks.
 - A structured repayment schedule to prevent abrupt financial disruptions.

Final Investor & Founder Governance Safeguards

Supermajority Review Clause

- Any arbitration ruling affecting strategic business direction (e.g., restructuring, capital reallocation) requires:
 - A 66% investor approval vote.
 - A governance review panel validation.
 - Founder consultation before final execution.

Investor Arbitration Appeal Clause

- If an investor arbitration ruling is overturned by the Founder's override, investors may request a final independent board review, ensuring transparent dispute resolution.

Emergency Dispute Resolution Clause

- In extreme cases (e.g., fraud allegations, executive mismanagement), the IAP may request:
 - An expedited emergency board hearing within 7 days.
 - A neutral third-party audit before implementing decisions.

Founder's Arbitration Moratorium

- If arbitration cases exceed three per year, the Founder may request a temporary governance freeze on non-critical disputes, ensuring business continuity.

8.4 Investor Insurance Fund (IIF)

Purpose & Risk Mitigation

- The Investor Insurance Fund (IIF) is designed to protect investors by ensuring financial security in cases of:
 - Market downturns or liquidity crises affecting equity valuations.
 - Regulatory fines or compliance penalties that impact company financials.
 - Unexpected operational disruptions such as cyber threats, economic instability, or AI-related failures.
 - Liquidation shortfalls, ensuring investors recover a guaranteed minimum percentage of assets.

Funding & Reserve Allocation

- A portion of Olla's annual net revenue (3-5%) will be allocated to the IIF Reserve, with the exact percentage reviewed every two years based on financial performance.
- Additional funding sources:
 - Transaction fees generated from OChain's ecosystem operations.
 - Validator staking fees, providing long-term sustainability.
 - Strategic investment rounds, where investors may contribute a percentage to strengthen the IIF fund.
- The IIF will be governed by an independent financial oversight committee, with transparency and investor reporting obligations.

Investor Payout Conditions & Coverage Tiers

- Eligibility Requirements:
 - Investors must hold equity for at least 24 months to qualify for IIF coverage.
 - Claims must be based on actual financial losses verified by an independent audit.
- Payout Structure Based on Coverage Tiers:

Investor Tier	Equity Ownership	Maximum Coverage per Investor	Total IIF Exposure Cap
Tier 1 (Early Investors)	≥10% equity & invested within first 3 years	Up to 15% of Olla's last audited annual revenue (capped at \$5M per investor)	\$50M max IIF exposure
Tier 2 (Long-Term Holders)	5% – 9.99% equity & held for 5+ years	Up to 10% of Olla's last audited annual revenue (capped at \$3M per investor)	\$30M max IIF exposure
Tier 3 (General Investors)	<5% equity or invested after Year 3	Up to 5% of Olla's last audited annual revenue (capped at \$1M per investor)	\$10M max IIF exposure

- Liquidation Event Coverage:
 - If company assets are insufficient to meet the 35% minimum payout, the IIF will cover the shortfall (up to \$3M per investor, depending on their tier level).
 - If claims exceed IIF reserves, payouts will be proportionally distributed based on tier rankings.
- Regulatory & Compliance Event Coverage:
 - If fines or compliance issues affect profit-sharing, the IIF may offer structured compensation to investors.
- Cybersecurity & Force Majeure Protection:
 - In case of hacks, AI malfunctions, or external financial disruptions, IIF may reimburse up to 50% of validated investor losses, subject to investor arbitration approval.

Governance & Investor Oversight

- Board & Investor Supervision:

- The IIF will operate under board oversight, with investors holding voting rights on major fund disbursements exceeding \$10M per fiscal year.
 - Investor Review Committee (IRC): Investors may elect a 3-member audit team (rotating annually) to review IIF operations.
 - Transparency & Audits:
 - Annual financial reports will be published, detailing fund status and payouts.
 - Investors may request an independent financial review if fund mismanagement is suspected.
 - Any unauthorized use of IIF funds may result in legal enforcement under investor protection laws.
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8.5 Entire Agreement

- This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements, representations, or communications, whether written or oral.
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9. SIGNATURES & EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Founder

Name: [Founder's Name]

Signature: [Founder's Signature]

Date: [Date]

Investor

Name: [Investor's Name]

Signature: [Investor's Signature]

Date: [Date]