CowDAO Participation Agreement
(the "**Agreement**")
February 2022

BACKGROUND

1) The CowDAO is a decentralised collective, stewarding a thriving ecosystem by developing and dogfooding the Settlement Layer for Decentralized Trading governed by, and returning value to, vCOW token holders.
2) Although the CowDAO was seeded by GnosisDAO by means of passing a proposal, the only remaining relationship is defined by the number of vCOW held by GnosisDAO (initially 10%).
3) The CowDAO relies on the Gnosis Safe Multisignature smart contracts and Zodiac governance modules for DAO governance to enable transparent governance through vCOW token holders to manage the DAO, without any single party in control.

AGREED TERMS

1.   THE PARTIES
  1.1.   Parties to this Agreement are each owner of a Public Address who Participate in the Governance Mechanism of the CowDAO (each a "CowDAO Participant" or a "Party", altogether, "CowDAO Participants" or "Parties") and shall include any Service Provider to the CowDAO.
  1.2.   The Parties to this Agreement are sophisticated, technically proficient, and active users of blockchain technology and blockchain-based software systems.
  1.3.   The Parties have agreed to enter into this Agreement for the purpose of regulating the exercise of their rights and obligations to each other, in respect of the CowDAO and third parties.

2.   DEFINITIONS AND RULES OF INTERPRETATION
  The following definitions and rules of interpretation apply in this Agreement:
  2.1.   Rules of interpretation:
    2.1.1.   Terms written in title case are defined terms and have the meanings given to them in clause 2.2.
    2.1.2.   Clause headings shall not affect the interpretation of this Agreement.
    2.1.3.   A reference to writing or written includes email and any Digital Signature (as defined in clause 2.2).
    2.1.4.   A reference to this Agreement is a reference to this Agreement as varied or novated (in each case, other than in breach of the terms of this Agreement) from time to time.
    2.1.5.   References to clauses are to the clauses of this Agreement.

2.1.6. Any words following the terms 'including, include, in particular, for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.1.7. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2.2. Definitions:

2.2.1. "**Agreement Termination Event**": a CIP that the Agreement shall terminate at a specified time, which successfully passed by way of the Governance Mechanism.

2.2.2. "**CIP Template**": as published in the CowDAO Forum and amended from time to time.

2.2.3. "**Consumer**": a natural person, who is acting outside the scope of an economic activity.

2.2.4. "**CowDAO**": a Distributed Heterarchical Network created by the deployment of the Foundational Code, which allows the CowDAO Participants to manage and control resources transparently, and to which this Agreement refers.

2.2.5. "**CowDAO Forum**": see Interface.

2.2.6. "**CowDao Improvement Proposa**l" or "CIP": a suggestion for actions to be taken by the CowDAO decided in accordance with the Governance Mechanism.

2.2.7. "**Dispute**": any disagreement, controversy or dispute arising out of or in connection with this Agreement or the CowDAO, including any question regarding its existence, validity or termination as well as any tort or other non-contractual claim.

2.2.8. "**Distributed Heterarchical Network**": A network where the elements of the organisation are distributed and unranked, such as, for purposes of illustration, Bitcoin or Ethereum.

2.2.9. "**ENS Domain Details**": means the ENS domain details for cow.eth as displayed at https://app.ens.domains/name/cow.eth/details.

2.2.10. "**Ethereum Blockchain**": a mathematically or game-theoretically secured, chronological, and decentralized consensus ledger maintained on an Ethereum Virtual Machine or an Ethereum Virtual Machine compatible validation mechanism, including Gnosis Chain.

2.2.11. "**Force Majeure**": any event beyond the reasonable control of any the Protected Parties, including, but not limited to, flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, government body or agency, or international organization, communications or power failure, or equipment or software malfunction or bugs including network splits or Forks or unexpected changes in a network or service upon which the functioning of the Governance

Mechanism rely, as well as hacks, malicious proposals, phishing attacks, distributed denials of service or any other security attacks on those networks, services, or the Foundational Code.

2.2.12. "**Fork**": a change to the underlying protocol of a blockchain that results in more than one version of that blockchain.

2.2.13. "**Foundational Code**":

2.2.13.1. the Cow Safe multisignature contract on Ethereum mainnet with Public Address: 0xcA771eda0c70aA7d053aB1B25004559B918FE662,

2.2.13.2. Cow Safe multisignature contract on Ethereum mainnet with Public Address: 0xA1cb7762F40318ee0260F53e15De835fF001cb7E

2.2.13.3. Cow Safe multisignature contract on Gnosis Chain with Public Address: 0xcA771eda0c70aA7d053aB1B25004559B918FE662,

2.2.13.4. as well as any additional multisignature contracts deployed substituting or complementing those in clauses 2.2.10.1- 2.2.10.3 (each of which "**CowDAO Multisig**"),

2.2.13.5. the Gnosis Safe product suite for DAO Governance ("**Zodiac**") as implemented by the CowDAO from time to time,

2.2.13.6. the integrations of the Off-Chain Voting Mechanism as well as any other frontend code for DAO governance,

2.2.13.7. the Cow Protocol smart contracts.

2.2.14. "**GnosisDAO**": a Distributed Heterarchical Network, which is governed by the GNO token holders..

2.2.15. "**Governance Mechanism**": CowDAO Participants using the governance powers of the CowDAO by way of CIP. For any action to be implemented by the CowDAO, a CIP must be prepared and must pass through the following process, as amended from time to time and publicized on the CowDAO Forum:

2.2.15.1. Draft Proposal: Creation of a draft proposal using the CIP Template and its discussion in the CowDAO Forum, with the discussion open for a minimum of 7 days, or such other number of days as agreed upon by this Governance Mechanism. Where a proposal requires any additional on-chain interaction by CowDAO, the required code must be provided prior to the draft proposal moving into Active Proposal stage.

2.2.15.2. Active Proposal: Where a proposal meets the requirements of the Draft Proposal stage, a Moderator will assign a CIP number and move the proposal into active voting via the Off-Chain Voting Mechanism. CIPs may be voted on by any Public Address meeting the requirements defined in the snapshot text record in the ENS Domain Details. A CIP is accepted if, within the Voting Period:

2.2.15.2.1. the number of vCOW Tokens voting in favour of the CIP is higher than the number of vCOW Tokens voted against; and

2.2.15.2.2. the number of vCOW Tokens voting in favour is equal or larger than the Quorum.

2.2.16. "**Intellectual Property Rights**": patents rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

2.2.17. "**Interface**": a graphical user interface used for CowDAO Participants to discuss, propose and vote as agreed from time to time, including the CowDAO Forum available at https://forum.cow.fi or such other subdomain of cow.fi or alternative site as determined per the Governance Mechanism.

2.2.18. "**Moderator**":any Public Address whitelisted as "Author" for this purpose within the On-Chain Voting Mechanism.

2.2.19. "**Off-Chain**": any action or transaction that is not On-Chain.

2.2.20. "**Off-Chain Voting**": means voting via the Off-Chain Voting Mechanism.

2.2.21. "**Off-Chain Voting Mechanism**": means the CowDAO's Snapshot.org space at https://snapshot.org/#/cow.eth or such replacement off-chain voting mechanism instituted by way of Governance Mechanism.

2.2.22. "**On-Chain**": any transaction that is recorded and verified on Ethereum mainnet or an EVM compatible or EVM based blockchain.

2.2.23. "**Owner**": means any Person(s) controlling unilaterally or together with others a Public Address.

2.2.24. "**Participate**" and "**Participating**": partaking in the CowDAO engaging in Off-Chain Voting (whether directly or through delegation), executing On-Chain transactions and deploying or upgrading Foundational Code.

2.2.25. "**Participant Termination Even**t": has the meaning given in clause 11.

2.2.26. "**Person**": includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), Smart Contract, a decentralised autonomous organisation or similar, unless specified otherwise.

2.2.27. "**Protected Parties**": the CowDAO Participants, CowDAO, GnosisDAO, Gnosis Ltd., Gnosis Service GmbH, the Service Providers and Signers.

2.2.28. "**Public Address**": an Ethereum account used by a Person to transact on the Ethereum Blockchain, Gnosis Chain or on a layer 2 solution or similar execution environment, or via the Off-Chain Voting Mechanism.

2.2.29. "**Public Forum**": a freely accessible online environment customarily used for the exercise of public speech and debate.

2.2.30. "**Quorum**": as defined in the quorum text record in the ENS Domain Details.

2.2.31. "**Service Provider**": any Person engaged to perform services for the CowDAO in accordance with the Governance Mechanism.

2.2.32. "**Signer Obligations**"**:** as defined in clause 17.1.

2.2.33. "**Signers**": a list of CowDAO participants who assist the CowDAO with its initial setup and the CowDAO Participants by collectively authorising On-Chain transactions as defined and approved by the CowDAO via its Governance Mechanism to be executed by the CowDAO Multisig, whereby a Signer ceases to be a Signer when such Signer is no longer an Owner of the CowDAO Multisig.

2.2.34. "**Smart Contract**": software code deployed on the Ethereum Blockchain, or another EVM based or compatible blockchain, containing preset and deterministic instructions executed by an Ethereum Virtual Machine, if and only if underlying conditions are met.

2.2.35. "**Transaction**": a new entry in the Ethereum Blockchain, Gnosis Chain, a layer 2 solution, or similar execution environment.

2.2.36. "**vCOW**": CowDAO's ERC20 token with token contract address on Ethereum mainnet at 0xD057B63f5E69CF1B929b356b579Cba08D7688048 and on Gnosis Chain at 0xc20C9C13E853fc64d054b73fF21d3636B2d97eaB, and shall also refer to tokens with token contract address 0xDEf1CA1fb7FBcDC777520aa7f396b4E015F497aB on Ethereum mainnet and token contract address 0x177127622c4A00F3d409B75571e12cB3c8973d3c on Gnosis Chain (both also known as "**COW**"), if a proposal has been passed to render vCOW swappable for COW.

2.2.37. "**vCOW Holde**r": the owner(s) of a Public Address with an amount of vCOW or delegated vCOW.

2.2.38. "**Voting Period**": as defined in the dao requirements text record in the ENS Domain Details.

2.2.39. "**Wrapped DAO**": as defined in clause 12.

2.2.40. "**You**", "**Your**", "**Yourself**": refers, at all times, to each CowDAO Participant.

3.   SCOPE OF COWDAO

3.1.   The contribution of the GnosisDAO in the CowDAO is limited to the following:

3.1.1.   The passage of Gnosis Improvement Proposal 13 ("**GIP 13**") by means of GnosisDAO's governance mechanism as available here:

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3.1.2. The vCOW token distribution that followed the successful passage of Gnosis DAO GIP 13 included a 10% allocation to GnosisDAO, resulting in an allocation of 100,000,000 (in words: one hundred million) vCOW token split in half into GnosisDAOs Public Addresses on the Ethereum mainnet: 0x0DA0C3e52C977Ed3cBc641fF02DD271c3ED55aFe and 0x849D52316331967b6fF1198e5E32A0eB168D039d

4. PUBLIC ADDRESS OF COWDAO

The CowDAO's Public Addresses are:

4.1. on the Ethereum mainnet: 0xcA771eda0c70aA7d053aB1B25004559B918FE662,

4.2. on the Gnosis Chain: 0xcA771eda0c70aA7d053aB1B25004559B918FE662,

4.3. or such other supplemental or alternative Public Address as decided per the Governance Mechanism.

5. METHOD OF CONTACT

The CowDAO may be contacted via starting a discussion in the CowDAO Forum or such other Interface.

6. GOVERNANCE PROCESS

6.1. The CowDAO Participants manage and operate the CowDAO and its On-Chain assets collectively in accordance with the CowDAO Governance Mechanism, as amended from time to time.

6.2. Changes to the Governance Mechanism and the Foundational Code may be made at any time by the CowDAO Participants in accordance with the Governance Mechanism itself.

6.3. The Signers of the CowDAO Multisig may veto a passed CIP in the case of Force Majeure as determined at their sole discretion.

7. NO MINORITY RIGHTS PROTECTION

The decisions of the CowDAO are made in accordance with the Governance Mechanism, amended from time to time, and which may not protect minority rights and interests.

8. DISSOLUTION

The CowDAO can be dissolved by way of the Governance Mechanism.

9. EXECUTION, COMMENCEMENT, AND DURATION

9.1. This Agreement is executed by way of the Governance Mechanism and comes into effect at the end of the Voting Period in which the Agreement was successfully passed.

9.2. This Agreement shall be in force until the occurrence of an Agreement Termination Event.

9.3.   Any provision of this Agreement that expressly or by implication is intended to come into or continue to be in force on or after an Agreement Termination Event shall remain in full force and effect.

10.   NO RIGHT OF INSPECTION
To the extent that all records and information of the CowDAO are available on a Public Forum and the Ethereum Blockchain, no CowDAO Participant or Third Party shall have a right to separately inspect or copy records of the CowDAO and the CowDAO shall have no obligation to furnish any information concerning the CowDAO's activities, financial condition or other circumstances.

11.   TERMINATION OF PARTICIPATION
11.1.   A CowDAO Participant ceases to be a Party to this Agreement by failing to Participate in the CowDAO for a period of 90 days ("Participant Termination Event").
11.2.   A termination pursuant to clause 11.1 shall neither affect the continuance of the CowDAO, nor the Agreement between the remaining Parties, nor - subject to clause 13 - any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of such event, including the right, if any, to claim damages in respect of any breach of the Agreement which existed at or before the date of such event.
11.3.   Any provision of this Agreement that expressly or by implication is intended to come into or continue to be in force on or after a Participant Termination Event in relation to the respective CowDAO Participant shall remain in full force and effect.

12.   IP RIGHTS
12.1.   The CowDAO Participants and Service Providers agree that if the CowDAO decides by Governance Mechanism to incorporate or register, as the case may be, as a company, association, foundation or other corporate entity ("**Wrapped DAO**"), any and all Intellectual Property Rights that would have accrued (or would have accrued but for lack of corporate form) to the CowDAO under agreements with Service Providers, third parties or otherwise shall be assigned to the Wrapped DAO.

13.   REPRESENTATIONS AND WARRANTIES BY COWDAO PARTICIPANTS
You hereby represent and warrant to each of the other Party:
13.1.   This Agreement constitutes legally valid obligations binding on You and enforceable against You in accordance with the Agreement's terms.
13.2.   You have reached Your legal age of majority in Your jurisdiction.
13.3.   Our entry into and performance of this Agreement and the transactions contemplated thereby do not and will not contravene or conflict with any law, regulation or judicial or official order applicable to You.

13.4.   In entering into this Agreement, You do not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

13.5.   You have obtained all required or desirable authorisations to enable You to enter into, exercise Your rights and comply with Your obligations under this Agreement. All such authorisations are in full force and effect.

13.6.   The choice of English law as the governing law of this Agreement will be recognised and enforced in Your jurisdiction of domicile or incorporation or registration, as the case may be.

13.7.   You are the owner(s) of the Public Address used to sign this Agreement and have the capacity to control such Public Address.

13.8.   The CowDAO does not have custody of Your Public Address.

13.9.   You are responsible to implement all appropriate measures for securing Your Public Address, including any private keys, seed words or other credentials necessary to access such storage mechanisms.

13.10. You have sufficient understanding of the functionality, usage, storage,transmission mechanisms and intricacies associated with cryptographic tokens, token storage facilities, blockchain technology and blockchain-based software systems.

13.11. You do not act as a Consumer when Participating in the CowDAO.

13.12. You have obtained sufficient information about the CowDAO to make an informed decision to become a Party to this Agreement.

13.13. Participating in the CowDAO under this Agreement is not unlawful or prohibited under the laws of Your jurisdiction or under the laws of any other jurisdiction which You may be subjected to and shall be in full compliance with applicable laws (including, but not limited to, in compliance with any tax or disclosure obligations which You may be subjected to in any applicable jurisdiction).

13.14. You understand and accept that the CowDAO is an experiment and that You participate at Your own risk in the CowDAO and that these risks (some of which are set out in clause 13 are substantial.

13.15. You acknowledge that these risks may be the result of negligent acts, omissions, and/or carelessness of the Protected Parties.

13.16. You understand that transactions executed On-Chain on the Ethereum Blockchain are usually immutable and irreversible.

13.17. You understand that such transactions may not be erased and that Your Public Address and transaction are displayed permanently and publicly and that You relinquish any right of rectification or erasure of personal data.

13.18. You do not participate with the expectation of profits or any other financial reward derived from the efforts of others.

13.19. You are not in or under the control of, or a national or resident of any country subject to United States embargo, United Nations or EU sanctions or the HM Treasury's financial sanctions regime, or on the U.S. Treasury Department's Specially Designated Nationals List, the U.S. Commerce Department's Denied

Persons List, Unverified List, Entity List, the EU's consolidated list or the HM Treasury's financial sanctions regime.

14. GENERAL RISKS

You are fully aware of, understand and agree to assume all the risks (including direct, indirect or ancillary risks) associated with participating in the CowDAO including:

14.1. THE NECESSITY FOR YOU TO TAKE YOUR OWN SECURITY MEASURES FOR THE ADDRESS USED TO PARTICIPATE TO AVOID A LOSS OF ACCESS: The CowDAO does not provide any central entity that can store or restore the access data of CowDAO Participants. You need to keep Your private keys, seed phrases or other credentials necessary to access Your Public Address in safe custody.

14.2. THE IMMUTABILITY AND IRREVERSIBILITY OF ETHEREUM TRANSACTIONS: Errors, false inputs or other errors are solely the responsibility of each individual CowDAO Participant. None of Protected Parties shall have an obligation whatsoever to reverse or assist to reverse any false transaction.

14.3. THE CREATION OF MORE THAN ONE VERSION OF THE ETHEREUM BLOCKCHAIN DUE TO FORKS: In the event of a Fork, Your transactions may not be completed, completed partially, incorrectly completed, or substantially delayed. No Party is responsible for any loss incurred by You caused in whole or in part, directly or indirectly, by a Fork of the Ethereum Blockchain.

14.4. REMAINING SMART CONTRACT RISKS: DESPITE SECURITY AUDITS, THERE MAY BE VULNERABILITIES IN THE DEPLOYED SMART CONTRACTS: You may experience damage or loss (including financial loss) caused by the existence, identification and/or exploitation of these vulnerabilities through hacks, mining attacks (including double-spend attacks, majority mining power attacks and "selfish-mining" attacks), sophisticated cyber-attacks, distributed denials of service or other security breaches, attacks or deficiencies.

14.5. THE POTENTIAL EXISTENCE OF PHISHING WEBSITES WHICH PRETEND TO BE A COWDAO INTERFACE DUE TO MINIMAL VARIATIONS IN SPELLING: It is Your obligation to carefully check that You are accessing the correct domain.

14.6. THE EXPERIMENTAL STATUS OF THE FOUNDATIONAL CODE: Usage of the Foundational Code has not been tested in large groups and is of experimental nature. Decisions are based on relative majority and no protection may be provided for minority interests.

14.7. DEPENDENCIES ON EXTERNAL DATA CENTERS: Some computations may involve external data centers. You agree that the Protected Parties shall not be responsible for any errors or omissions by the data centers operated by third parties.

14.8. DEPENDENCIES ON THIRD PARTY INTEGRATIONS: The Off-Chain Voting Mechanism is a third party integration. The CowDAO shall not be responsible for any errors or omissions by integrations operated by third parties.

14.9. CONSTANT AND DYNAMIC REGULATORY DEVELOPMENTS WITH REGARD TO CRYPTO ASSETS: Applicable laws may be uncertain and/or subject to clarification, implementation or change.

14.10. TRANSPARENCY OF TRANSACTIONS: Without the use of privacy-protecting systems, blockchain transactions are traceable On-Chain. By using cryptanalysis methods, conclusions can be drawn about further On-Chain transactions and, regularly, associations to real-world identities can be made.

15. COVENANTS

15.1. You covenant with the other Parties as set out in clause 13.2 and 13.3, respectively, and undertake to comply with those covenants.

15.2. Each CowDAO Participant shall:

15.2.1. actively participate in the decision-making process;

15.2.2. support the purpose of the CowDAO as described in the Background and refrain from any action that may conflict with or harm that purpose;

15.2.3. to the extent that the CowDAO Participant has the capacity to do so, exercise their voting rights to procure that the provisions of this Agreement are properly and promptly observed and given full force and effect according to the spirit and intention of the Agreement;

15.2.4. comply in all respects with all relevant laws to which You may be subject, if failure to do so would materially impair Your ability to perform Your obligations under this Agreement;

15.2.5. not attempt to gain unauthorised access to the Interface and/or to interact with the Foundational Code in any matter not contemplated by this Agreement;

15.2.6. not to sue GnosisDAO, a GnosisDAO participant, a Service Provider or CowDAO Participants for any of the Claims that You have waived, released, or discharged in clause 16 or for any other claims;

15.2.7. inform Yourself continuously about the regulatory status of distributed ledger technology and crypto assets to ensure compliance with the legal framework applicable to You when taking part in the CowDAO;

15.2.8. comply with all legislation, regulations, professional standards and other provisions as may govern the conduct of the CowDAO;

15.2.9. comply with any applicable tax obligations in Your jurisdiction arising from their interaction with the CowDAO;

15.2.10. not misuse the the Interface and/or the Foundational Code by knowingly exploiting vulnerabilities or by introducing viruses, bugs, worms or other material that is malicious or technologically harmful;

15.2.11. not use the CowDAO to finance, engage in, or otherwise support any unlawful activities.

16. WAIVER AND RELEASE OF RECOURSE TO LEGAL ACTION

16.1. You hereby irrevocably release and forever discharge all and/or any actions, suits, proceedings, claims, accounts, rights, demands, of any kind, however

arising, whether for damages, loss or injury sustained, loss of profits, accounting, set-offs, costs or expenses or for any other remedy, whether in England & Wales or any other jurisdiction, whether or not presently known to the Parties or to the law, whether in existence or not, and whether in law or equity, that You ever had, may have or hereafter can, shall or may have against any of the Protected Parties arising out of or connected with this Agreement, the CowDAO, the vCOW token and option drop and exercise or any other matter arising out of or connected with the relationship between the Parties (collectively, the "Claims").

16.2. Each CowDAO Participant acknowledges and agrees that GnosisDAO has no ensuing obligations or liabilities, if any, to vCOW Token Holders arising from vCOW token and option drop and exercise and waives any Claim to the contrary. Each CowDAO Participant agrees not to sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against any the Protected Parties any action, suit, arbitral proceedings or other proceedings concerning the Claims in England & Wales or any other jurisdiction.

16.3. Each CowDAO Participant acknowledges and agrees that this Agreement does not constitute a partnership agreement of any kind. Despite this, in the event that a court or tribunal determines any aspect of this Agreement is found to constitute or cause a partnership to arise, each CowDAO Participant hereby waives any rights against each other partner in respect of the released Claims howsoever arising, including any obligation to account or account for any profit or loss or any other cause of action that a partner would have against another partner in the context of a partnership.

17. STATUS OF COWDAO MULTISIG SIGNERS

17.1. In the event of any fees, dues, expenses, costs, duties, taxes or fines ("**Signer Obligations**") become payable by the Signers arising exclusively out of their capacity as Signers of the CowDAO Multisig, the Signers shall have power to pay such Signer Obligations out of the CowDAO's On-Chain assets notwithstanding that the same shall not be recoverable from any of the Protected Parties or any other persons or that the payment shall not be to the advantage of the Protected Parties.

17.2. The Signers shall without delay inform the CowDAO about such Signer Obligations having been incurred and provide sufficient information and evidence of payment thereof.

18. INDEMNITY

18.1. You shall indemnify the Protected Parties against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profits, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred arising out of or in connection with Your breach of this Agreement, and any of Your acts or omissions that infringe the rights of any Party under this Agreement, including

18.1.1. Your breach of any of the warranties, representations, waivers, releases and covenants contained in clauses 13 to 16;

18.1.2. Your breach or negligent performance or non-performance of this Agreement;

18.1.3. any claim made against any of the Protected Parties for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Your participation;

18.1.4. any claim made against any of the Protected Parties by a third party arising out of or in connection with Your breach of the warranties, representations, waivers, releases or covenants as contained in clauses 13 to 16;

18.1.5. any claim made against any of the Protected Parties by a third party for loss or damage to property arising out of or in connection with Your participation in the CowDAO;

18.1.6. any claims made by You or other persons, for liabilities assessed against any of the Protected Parties, including but not limited to legal costs, attorneys' fees and dispute resolution expenses, arising out of or resulting from, directly or indirectly, in whole or in part, Your breach or failure to abide by any part of this Agreement.

18.2. The indemnity set out in this clause 18 shall apply whether or not You have been negligent or at fault and is in addition to, and not in lieu of, any other remedies that may be available to the Protected Parties under applicable law.

18.3. The provisions of this clause shall be for the benefit of the Protected Parties and shall be enforceable by each of the Protected Parties.

18.4. If a payment due from You under this clause is subject to tax, fees or duties (whether by way of direct assessment or withholding at its source), the Protected Parties shall be entitled to receive from You such amounts as shall ensure that the net receipt, after tax, to the Protected Parties in respect of the payment is the same as it would have been were the payment not subject to tax.

19. **DISCLAIMER OF WARRANTIES**

THE COWDAO IS AN EXPERIMENT IN THE FIELD OF DECENTRALISED GOVERNANCE STRUCTURES. ACCORDINGLY, THE FOUNDATIONAL CODE AND INTERFACE(S) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESSED, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PROTECTED PARTIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, LEGALITY, VALIDITY, ADEQUACY OR ENFORCEABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. THE PROTECTED PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO OR USE OF THE FOUNDATIONAL CODE, THE PROVISION OF INTERFACE(S) WILL BE

CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

20.   LIMITATION OF LIABILITY

20.1.   PARTICIPATION IN OR INTERACTION WITH THE COWDAO IS AT A PERSON'S OWN RISK AND THE PERSON ASSUMES FULL RESPONSIBILITY FOR SUCH PARTICIPATION OR INTERACTION. THE PROTECTED PARTIES EXCLUDE ALL IMPLIED CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS THAT MAY APPLY TO THE FOUNDATIONAL CODE AND THE INTERFACE(S). THE PROTECTED PARTIES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE THE FOUNDATIONAL CODE AND THE INTERFACE(S). THE THE PROTECTED PARTIES WILL NOT BE LIABLE FOR LOSS OF PROFITS, SALES, BUSINESS, OR REVENUE, BUSINESS INTERRUPTION, ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE.

20.2.   Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, disclaimers, exclusions, and limitations of liability under this Agreement will not apply to the extent prohibited by applicable law. Insofar as the aforementioned elements of the Agreement can be applied in a legally compliant manner, they remain binding to the maximum extent permitted by applicable law.

20.3.   Unless expressly provided otherwise in this Agreement, any remaining liability of the Parties for obligations under this Agreement shall be several only and extend only to any loss or damage arising out of their own breaches.

21.   VARIATION

No variation of this Agreement shall be effective unless it is passed successfully by way of Governance Mechanism.

22.   SEVERABILITY

22.1.   If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

22.2.   If such modification is not possible, the relevant provision shall be deemed deleted and replaced by the application of the law that complies with the remaining Agreement to the maximum extent. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

23.   ENTIRE AGREEMENT

23.1.   This Agreement constitutes the entire and exclusive agreement between the Parties regarding its subject matter and supersedes and replaces any previous or contemporaneous written or oral contract, promises, assurances, warranty, representation or understanding regarding its subject matter and/or the CowDAO, whether written, coded or oral.

23.2.   Each Party acknowledges that in entering into this Agreement they do not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

23.3.   No party shall have a claim for innocent or negligent misrepresentation or misstatement based on any statement in this Agreement.

24.   NO WAIVER

A failure or delay by any Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

25.   NO THIRD PARTY RIGHTS

25.1.   With the exception of the Protected Parties and Wrapped DAO, and unless expressly stated otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

25.2.   The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any third party.

26.   RELATIONSHIP OF THE PARTIES

26.1.   Nothing in this Agreement is intended to, nor shall create any partnership, joint venture, agency or trusteeship.

26.2.   The Parties agree on the coordination form of a Distributed Heterarchical Network.

26.3.   Each Party confirms:

26.3.1.   The Party is acting on their own behalf and not for the benefit of any other Person;

26.3.2.   the Party is liable for their own tax obligations arising from the Party's interaction or association with the CowDAO;

26.3.3.   The Parties have no fiduciary duties or equivalent obligations towards the CowDAO or towards each other.

27.   FORCE MAJEURE

If the Foundational Code and the provision of an Interface are affected, hindered or made impossible in whole or in part by a Force Majeure, this shall under no circumstances be deemed a breach of this Agreement and no loss or damage shall be claimable by reason thereof.

28. DISPUTE AND COMPLAINTS PROCEDURE

    28.1.   If a Dispute arises among You and another Protected Party or an external person, You shall submit a request for action to the CowDAO by way of the Governance Mechanism, in which You must set out:

        28.1.1.   detailed enquiry description;

        28.1.2.   the date and time that the issue arose;

        28.1.3.   the outcome You are seeking.

    28.2.   YOU AGREE AND UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE ANY RIGHT, IF ANY, TO A TRIAL BY JURY AND RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT.

    28.3.   In the event a Dispute cannot be resolved amicably in accordance with clause 28.1, You must first refer the Dispute to proceedings under the International Chamber of Commerce ("ICC") Mediation Rules, which Rules are deemed to be incorporated by reference into this clause. The place of mediation shall be London, United Kingdom. The language of the mediation proceedings shall be English.

    28.4.   If the Dispute has not been settled pursuant to the ICC Mediation Rules within 40 days following the filing of a Request for Mediation in accordance with the ICC Mediation Rules or within such other period as the parties to the Dispute may agree in writing, such Dispute shall thereafter be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The seat of Arbitration shall be London, United Kingdom. The governing law of this arbitration clause shall be the laws of England and Wales. The language of the arbitration shall be English. The Emergency Arbitrator Provisions shall not apply.

29. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the substantive laws of England & Wales without regard to conflict of laws principles but with the Hague Principles on the Choice of Law in International Commercial Contracts hereby incorporated by reference.