

Consolidate Protocol DAO LLC
Operating Agreement
A Wyoming Decentralized Autonomous Organization LLC

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1. Formation

1.1 Entity Type: The Company is a Wyoming DAO LLC, formed pursuant to the Wyoming Decentralized Autonomous Organizations Supplement.

1.2 Filing: The Articles of Organization were filed with the Wyoming Secretary of State.

1.3 Name: The name of the Company is “Consolidate Protocol DAO LLC”.

2. Purpose

The purpose of the DAO is to operate as a decentralized governance and project funding protocol for web3 ecosystems, including but not limited to the creation, management, and monetization of sub-DAOs, digital assets, smart contracts, and affiliated technologies.

3. Governance Structure

3.1 Type: The DAO is member-managed, as set forth in its Articles of Organization. Management by the members may be conducted algorithmically to the extent specified in the Articles of Organization, this Operating Agreement, or the underlying smart contracts. Unless converted via a governance vote as permitted by the Articles and applicable law, the DAO shall remain member-managed.

3.2 Voting: Governance is exercised via token-weighted voting using the CONP token.

3.3 Proposal System: Any member holding at least 100,000 CONP tokens may submit proposals.

3.4 Voting Period: Voting shall remain open for 5 days. A proposal passes with a simple majority (>50%) of total votes cast.

3.5 Quorum: Minimum quorum is 10% of the total CONP token supply.

4. Membership

4.1 Becoming a Member: A person shall be considered a member upon acquiring CONP tokens and interacting with the DAO's governance smart contracts, or by otherwise purchasing or assuming a right of ownership of a membership interest or other property that confers upon the person a voting or economic right within the DAO, in accordance with the terms of this Agreement and the DAO's smart contracts.

4.2 Rights: Members have rights to propose, vote, and receive distributions, unless forfeited per Article

8.4.3 No Fiduciary Duties: Consistent with the DAO Supplement and the Articles of Organization, and except for the implied contractual covenant of good faith and fair dealing, no member, manager (if any), or other person involved in the governance of the DAO shall have any traditional fiduciary duties to the DAO or to any other member. The scope of duties may be further defined or limited by the Articles of Organization or the underlying smart contracts.

5. Capital Contributions

No initial capital contributions are required. Future contributions, if any, shall be governed by DAO proposals and smart contract terms.

6. Profits, Losses, and Distributions

6.1 Profits and Losses: Allocated to members proportionally based on token holdings.

6.2 Distributions: Subject to DAO governance and available reserves.

7. Records and Information

7.1 Public Transparency: All DAO activities and financial records shall be published to a public blockchain.

7.2 No Member Inspection Rights: Members waive rights to inspect physical records.

8. Withdrawal and Dissociation

8.1 Voluntary Withdrawal: Members may withdraw from the DAO only in accordance with the terms set forth in the DAO's smart contracts or, if not addressed by the smart contracts, by a majority vote of the members as defined in this Agreement. A member shall also be deemed to have withdrawn if the person transfers, sells, or alienates all membership interests or other property that confers upon the person a voting or economic right within the DAO and retains no further right of ownership therein, unless otherwise specified in the smart contracts.

8.2 Effects of Withdrawal: Unless the DAO's Articles of Organization, smart contracts, or this Operating Agreement provide otherwise, a withdrawn member forfeits all membership interests in the DAO, including any governance or economic rights.

9. Limitation of Liability

Members and managers are not personally liable for debts or obligations of the DAO unless otherwise provided in the smart contracts.

10. Amendments

10.1 Process: Amendments require a governance vote per Section 3.10.2 Hierarchy: If there is a conflict between this Agreement, the Articles of Organization ("Articles"), and the DAO's smart contracts:

- a. The smart contracts shall preempt any conflicting provisions of the Articles, except as it relates to W.S. 17-31-104 (Definition and election of DAO status) and W.S. 17-31-106(a) and (b) (requirements for Articles of Organization).
 - a. The Articles shall preempt any conflicting provisions of this Operating Agreement.
 - a. In all other cases of conflict, the order of precedence shall be: (1) Smart Contracts, (2) Articles of Organization, (3) Operating Agreement.
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11. Dispute Resolution

11.1 Amicable Resolution: The Members shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, the DAO's operations, or the relations between Members, promptly by negotiation between themselves.

11.2 Mediation: If a dispute cannot be settled through direct negotiation, the Members agree to endeavor first to settle the dispute by mediation administered by a mutually agreed-upon mediator in Cheyenne, Wyoming, before resorting to arbitration.

11.3 Arbitration: If mediation is unsuccessful, any unresolved dispute arising out of or relating to this Agreement, the DAO's operations, or the relations between Members shall be settled by binding arbitration administered by JAMS in Cheyenne, Wyoming, in accordance with its Comprehensive Arbitration Rules and Procedures. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

11.4 Smart Contract Governed Disputes: Notwithstanding the foregoing, if the DAO's smart contracts provide a mechanism for resolving specific disputes (e.g., through a decentralized court or oracle system), that mechanism shall take precedence for those specific disputes. Members agree to be bound by the outcome of such smart contract-based resolution processes.

11.5 Costs: Each party shall bear its own costs for mediation. The costs of arbitration, including the arbitrator's fees, shall be shared equally by the parties unless the arbitration award provides otherwise.

12. Dissolution

12.1 Events Causing Dissolution: The DAO shall be dissolved upon the occurrence of any of the following events:

- a. The expiration of any period of duration for the DAO set forth in the Articles of Organization (if any);
- a. A vote of the majority of the Members, as defined in this Agreement and the governing smart contracts;
- a. At the time or upon the occurrence of any events specified for dissolution in the DAO's underlying smart contracts, the Articles of Organization, or this Operating Agreement;
- a. The DAO has failed to approve any proposals or take any actions for a continuous period of one (1) year;
- a. A determination by a court of competent jurisdiction or the Wyoming Secretary of State that the DAO no longer performs a lawful purpose or is no longer under the control of at least one (1) natural person;
- a. All Members of the DAO have withdrawn in accordance with W.S. 17-31-113 and the terms of this Agreement or the DAO's smart contracts;
- a. Any other event causing dissolution under the Wyoming Limited Liability Company Act or the DAO Supplement.

12.2 Procedure upon Dissolution: As soon as possible following the occurrence of any event affecting the dissolution of the DAO, the Members shall take all necessary steps to wind up the affairs of the DAO, including executing and filing a statement of intent to dissolve as prescribed by the Wyoming Secretary of State, liquidating assets, satisfying liabilities, and distributing any remaining assets to the Members in proportion to their membership interests or as otherwise provided in the smart contracts.

12.3 Judicial Dissolution: Any interested party may petition a court of competent jurisdiction for dissolution of the DAO upon the occurrence of any of the events specified in Section 12.1.

13. Miscellaneous

13.1 Registered Agent: The DAO shall maintain a registered agent in Wyoming.

13.2 Governing Law: This Agreement shall be governed by the laws of Wyoming.

14. Execution

IN WITNESS WHERE OF, the undersigned, being all of the Members of the DAO, have executed this Operating Agreement as of the Effective Date. Signed via smart contract interaction on the blockchain.

Blockchain TX Reference: [Insert Transaction Hash Here]
