

THE TOKENS TO BE ISSUED BY JUSTITIA DAO LLC DO NOT CONSTITUTE SECURITIES IN ANY STATE OR UNDER THE RELEVANT FEDERAL LAW. THIS AGREEMENT OR ANY OTHER MATERIALS RELATING TO ISSUANCE OF TOKENS TO RECORD THE CONTRIBUTION OF YOUR CLAIM RIGHTS DO NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH THE DISTRIBUTION TOKENS ARE NOT BEING OFFERED OR IN ANY STATE OR JURISDICTION IN WHICH AN OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO.

CONTRIBUTION AGREEMENT

This Contribution Agreement (this “**Agreement**”) is dated as of the Agreement Date and is between the Company and the Contributors.

The parties agree as follows:

1. DEFINITIONS. Capitalized terms used and not otherwise defined in this Agreement or the Exhibit and Schedules thereto have the meanings set forth in Exhibit A.

2. CONTRIBUTION. Subject to the terms and conditions of this Agreement, including the Agreement Terms set forth in Exhibit B, (i) each Contributor shall contribute all the right, title and interest in and to the claim or claims as referred to and evidenced by the proofs of claim submitted to the Company from time to time and the Company shall issue to each Contributor or its designated assignee such tokens as governed by this Agreement to the wallet address set forth opposite such Contributor’s name on Schedule 1, and (ii) each Contributor and the Company agrees to be bound by the obligations set forth in this Agreement and to grant to the other parties hereto the rights set forth in this Agreement.

3. ENTIRE AGREEMENT. This Agreement (including the Exhibits and Schedules hereto) constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

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EXHIBIT A
DEFINITIONS

1. OVERVIEW DEFINITIONS.

1. “Action” means any claim, action, suit, audit, assessment, arbitration, or any proceeding, in each case, that is by or before any court or arbitration tribunal.
2. “Action Plan” means the action plan proposal approved by the holders of Governance Tokens of the Claims in any Group with respect to proposed Action to seek Damages on Claims in such Group, which shall set forth the proposed counsel, strategy, fee quote and financing plan of the proposed actions, as well as the allocation methodology of the Distribution Tokens on all the Claims in such Group.
3. “Agreement Date”, with respect to each Contributor, means the date when such Agreement is signed by such Contributor.
4. “Company” means Justitia DAO LLC, a Decentralized Autonomous Organization (DAO) registered and existing under the laws of the State of Wyoming, United States.
5. “Contributor” is an individual or an entity listed on Schedule 1 or their representative as designated by them.
6. “Damages” mean any real and potential damages, losses, liabilities, fees, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special, including any loss of business, data, use, goodwill or other intangible losses.
7. “Dispute” means any dispute, controversy or claim based on, arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, violation, termination, validity or enforceability hereof.
8. “Distribution Token” or “JUSTDist Token” means such token to be issued to any Contributor of any Group on the Platform, as designated by the Manager from time to time in the manner of “JUSTDist – [group name] Tokens” – with the group name to be designated by on the name of the Group on a block chain (which may be changed from time to time at the sole discretion of the Manager) which shall be issued and allocated to evidence the right to receive a pro rata portion of the distribution from the Trust Amount (as defined in the Agreement) based on the Claims of such Group.
9. “Final Resolution” of an Action shall mean when (A) the parties to the dispute have reached a valid and enforceable agreement in writing, (B) a court of competent jurisdiction shall have entered a final and non-appealable order (or a final order which becomes non-appealable after the passage of time) with respect to such dispute, or (C) an arbitration or like panel shall have rendered a final non-appealable determination with respect to a dispute that the parties have agreed to submit thereto.
10. “Governance Token or JUST Token” means "JUST" token - 0xf929B6ce804b06A4cE92f5eA3b13FB1141c82368 on Gnosis Chain.
11. “Governmental Authority” means any applicable federal, state, provincial, territorial, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, ministry, agency or instrumentality, court or tribunal, in each case having jurisdiction with respect to a particular matter.
12. “Group” means any group designated by the Manager on the Platform at its own discretion based on the similarities of certain Claims .

13. “Manager” means Justitia Management LLC, a limited liability company formed under the laws of the State of Delaware, United States.
14. “Minimum Group Amount” means \$5,000,000 or higher as reasonably determined by the Manager in the sum of Claimed Amounts in a Group.
15. “Minimum Group Members” means 1,000 or higher number of independent Claims in a Group as reasonably determined by the Manager.
16. “Operating Agreement” means the Operating Agreement and Smartcontract of the Company which shall be provided by the Manager to any Contributor upon reasonable advance written request.
17. “Platform” means the platform where the Manager is organizing claims and voting matters pursuant to the Smartcontract and Operating Agreement, which may be changed from time to time at the sole discretion of the Manager. The initial Platform shall be Colony.io.
18. “Total Claimed Amount” means the total amount claimed by all the Claims within a Group based on Schedule 1.
19. “Website” means <https://www.justitiadao.com/>.
20. “Whitepaper” means a document describing in details the operating mechanism of the Company as available at the Website which shall be updated and amended from time to time.

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SCHEDULE 1

SCHEDULE OF CONTRIBUTORS

CONTRIBUTORS:

<u>Name, Address and Social Media ID of Contributor</u>	<u>Claims (based on possible defendants)</u>	<u>Wallet Address</u>	<u>Claimed Amount</u>	<u>Proof of Claim Folder ID</u>	<u>Referral's Name and Referral ID</u>	<u>Referral's Wallet Address</u>
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EXHIBIT B

AGREEMENT TERMS

1. CONTRIBUTION OF CLAIMS.

1.1 Assignment of Claims.

1.1.1 Subject to the terms and conditions of this Agreement, each contributor listed as a “Contributor” on Schedule 1 (each, a “**Contributor**”) shall assign all of the Contributor’s right, title and interest in and to the such independent claim or claims of evidenced by proof of claim as contained in the “Folder ID” corresponding to the Contributor’s name on Schedule 1 claiming in the aggregate amount of approximately the “Claimed Amount” set forth next to the Contributor’s name on Schedule 1 in any Action to be brought by the Company to seek damages on such Claims (each, a “**Claim**”), and all rights and benefits of the Contributor relating to the Claims, including without limitation: (i) the Contributor’s right to receive interest, penalties and fees, if any, which may be paid with respect to the Claims, (ii) any actions, claims, rights or lawsuits of any nature whatsoever, whether against any defendant or any other party, arising out of or in connection with the Claims, and (iii) all cash, securities, instruments and other property which may be paid or issued by any defendant in satisfaction of the Claims (collectively, the “**Transferred Rights**”).

1.1.2 Each Contributor hereby irrevocably appoints the Manager as its true and lawful attorney-in-fact solely with respect to the Transferred Rights, and authorizes the Manager to act in Assignor’s name, place and stead, to demand, sue for, compromise and recover all such amounts which are, or may hereafter become due and payable for, or on account of the Transferred Rights herein assigned. Each Contributor hereby grants unto the Manager full authority to do all things necessary to enforce the Transferred Rights and the Contributor’s rights there under. Each Contributor agrees that the powers granted in this paragraph are discretionary in nature and exercisable at the sole option of the Manager. In the event that the Manager obtains knowledge that an objection to the Claim or the Transferred Rights has been made, the Manager shall promptly notify such Contributor in writing and each Contributor shall take such further action, at its own expense, as may be reasonably necessary or desirable or otherwise reasonably requested by the Manager to uphold and defend the amount of the Transferred Rights and effect the assignment of Claims and any payments or distributions on account of the Transferred Rights to the Company including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

1.1.3 Each Contributor and the Company respectively agrees that the Company shall issue to each Contributor that one Governance Token to each independent Claim to the “Wallet Address” as set forth opposite such Contributor’s name on Schedule 1 pursuant to Section 1.2 below after the execution of this Agreement.

1.2 **Closing; Delivery.** Upon execution of this Agreement, the Contributor authorizes: (a) the Company or its third-party designee to request proof of claim and review such proof of claim for authenticity; and (b) execute all necessary documents and provide such information as reasonably requested by the Company or its third party designee from time to time. The Company shall issue each Contributor one Governance Token for each Claim to the “Wallet Address” set forth opposite to such Claim on Schedule 1, unless the proof of claim is rejected by the Manager or its third party designee in its sole discretion, within 30 business days after the date of this Agreement. To the extent that the Contributor fails to provide all such information and execute necessary documents as reasonably requested by the Manager within 30 days on any Claim, this Agreement shall terminate immediately with respect to such Claim. Once all of the

Claims of a Contributor is rejected by the Manager pursuant to this Section, the entire Agreement shall be terminated with respect to the Contributor with no further effect.

1.3 Grouping of Claims and Termination.

1.3.1 The Manager shall have the sole discretion to group each Claim to one or more Groups on the Platform based on the reasonable judgment of the proof of claim submitted by the Contributor. The Manager may move or allocate any Claim to any Group from time to time and notify the Contributor on the Platform.

1.3.2 The Manager shall have the sole discretion to terminate all this Agreement with respect to all the Claims in one particular Group if the Minimum Thresholds as defined below are not met within 6 months after the initiate set-up of such Group on the Platform. Furthermore, the Manager shall have the sole discretion to cancel and void any Governance Token previously issued to any Contributor in any Group to the extent that there is a reasonable belief of that such Contributor has breached this Agreement or the Claim assigned pursuant to this Agreement will not be suitable to be included in any Action or Action to be brought up by the Company in the near future, and this Agreement shall be terminated immediately with respect to such Contributor without any further action upon the cancellation of all Governance Tokens issued to such Contributor in the past.

1.4 Distribution Token.

1.4.1 If the Company has received the number of Claims in any Group as determined by the Manager pursuant to Section 1.3 exceeds the Minimum Group Members and the sum of the Claimed Amounts by all the Claims in such Group exceeds the Minimum Group Amount (the “**Minimum Thresholds**”), the Manager shall prepare Action Plan proposals at its own cost for voting by the Contributors of such Claims in the Group. Each Action Plan proposals shall contain the estimated legal cost of the Action, the financing terms of such Actions and the proposed Distribution Token allocation for each Claim based on various factual factors of the proof of claim.

1.4.2 Any Action Plan proposal receiving the most votes by the Governance Token holders who vote directly or through proxy arrangement shall become binding on all Contributors as the final binding Action Plan with respect to all of the Claims in such Group, including such Claims to be added to the Group going forward. The Company shall issue such Distribution Token to each Contributor for each Claim in such Group based on the factors listed out in the final Action Plan. After the Company receiving claims that meet such Minimum Thresholds for such Group and before any Action Plan becomes final pursuant to Section 1.4.1, the Company shall hold such Distribution Token to be issued to the Contributors with Claims in such Group in escrow until: (x) the time when such Minimum Thresholds with respect to the Group are met, or (y) the termination of the Agreement by the Company in its sole discretion with respect to the Claims in such Group only pursuant to Section 1.3.

1.4.3 Each Contributor and the Company respectively agrees that the Company shall issue to each Contributor that such Distribution Token to each independent Claim in a Group which has reached Minimum Thresholds to the “Wallet Address” as set forth opposite such Contributor’s name on Schedule 1 pursuant to the allocation factors set forth in the final Action Plan, provided that up to 10% of such Distribution Tokens to be issued to such Contributor shall be issued to the “Referral’s Wallet Address” of his or her Referral as provided by the Contributor upon the signing of this Agreement as set forth opposite such Contributor’s name on Schedule 1, if any.

1.4.4 On or prior to the Initiation of an Action based on Claims in any Group, the Company shall issue 10% of the total outstanding Distribution Tokens to the Manager as management

incentive pool which shall be freely transferable or allocated by the Manager to incentive third party contributors to the management of such Action at its own discretion.

1.5 Rights as Holder of Tokens. Each Contributor acknowledges and agrees that upon and after the Governance Tokens or Distribution Tokens shall have only such rights and attributes as are expressly set forth on Annex A, subject to the terms thereof, including but not limited to each of the restrictions and conditions described on Annex A.

1.6 No Claim, Loan or Ownership Interest. Except as otherwise expressly set forth herein, the issuance of Governance Tokens or Distribution Tokens: (a) does not provide Contributor with rights of any form with respect to the Company or its revenues or assets, including, without limitation, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property) or other financial or legal rights; (b) is not a loan to Company; and (c) does not provide any Contributor with any ownership, equity, or other interest in the Company.

1.7 Intellectual Property. Each Contributor acknowledges and agrees that the Company retains all right, title and interest in all of the Company's intellectual property contained in the Tokens, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Contributor agrees not to use, reverse engineer, modify, or alter any of the Company's intellectual property for any reason without the Company's prior written consent.

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company hereby represents and warrants to each Contributor that, the following representations are true and complete as of the date of the Agreement Date, except as otherwise indicated.

2.1 Organization, Good Standing, Corporate Power and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Wyoming and has all corporate power and corporate authority required (a) to carry on its business as presently conducted and as presently proposed to be conducted and (b) to execute, deliver and perform its obligations under this Agreement.

2.2 Authorization. All corporate action has been taken, or will be taken prior to the signing of this Agreement, that is necessary for the authorization, execution and delivery of this Agreement by the Company and the performance by the Company of the obligations to be performed by the Company as of the date hereof under this Agreement. This Agreement, when executed and delivered by the Company, shall constitute the valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

2.3 Token Issuances. The Governance Tokens and Distribution Tokens shall be designated as "JUST" and "JUSTDist –[group name]" for each Group. Upon issuance pursuant to this Agreement, the Governance Tokens and Distribution Tokens will be validly issued, fully paid and non-assessable and free of preemptive rights.

2.4 No Conflict. The execution, delivery and performance of this Agreement will not result in: (a) any violation of, be in conflict with in any material respect, or constitute a material default under, with or without the passage of time or the giving of notice (i) any provision of the Company's

Memorandum and Articles of Association, (ii) any provision of any judgment, decree or order to which the Company is a party, by which it is bound, or to which any of its material assets are subject, (iii) any material contract, obligation or commitment to which the Company is a party or by which it is bound, or (iv) any applicable laws; or (b) the creation of any material lien, charge or encumbrance upon any material assets of the Company.

2.5 No Consents or Approvals. The execution and delivery of and performance under this Agreement require no approval or other action from any Governmental Authority or person or entity other than the Company, except for such consents, approvals, authorizations, orders, filings, registrations or qualifications as (a) have already been obtained or made and are still in full force and effect, (b) may be required by FINRA, and (c) may be required under applicable state securities Laws in connection with the purchase, distribution and resale of Governance Tokens or Distribution Tokens after their issuance pursuant to this Agreement.

3. REPRESENTATIONS AND WARRANTIES AND COVENANTS OF THE CONTRIBUTORS. Each Contributor hereby represents and warrants to the Company, severally and not jointly, as follows.

3.1 True and Complete Evidence. Each Contributor represents and warrants as of the Agreement Date that all the evidences submitted to the Company are true and complete copies of all the evidences relating to the Claims to be assigned to the Company hereunder and made a part of this Agreement. Each Contributor represents and warrants that none of the evidence submitted have been revoked, withdrawn, amended or modified and no rights thereunder have been waived and all statements in each Claim are true and correct. To the extent a declaration is or will be provided by the Contributor as part of any Action, each statement in such declaration is true to the best knowledge of such Contributor.

3.2 Exclusive Owner. Each Contributor represents and warrants to the Company that the Contributor is the owner of, and/or can grant exclusive right, title and interest in and to, each of the Transferred Rights transferred by the Company hereunder and that none of the Transferred Rights are subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third party, or any other rights that might interfere with the Company's use, or exercise of ownership of, any of the Transferred Rights. Each Contributor further represents and warrants to the Company that the Transferred Rights are free of any claim of any third party, and that the Contributor is not aware of any claims by any third party to any rights of any kind in or to any of the Transferred Rights. The Contributor agrees to immediately notify the Company upon becoming aware of any such claims. Each Contributor further represents and warrants to Assignee as of the Agreement Date that: a) no objection to the Transferred Rights have been made; b) no payment or other distribution has been received by or on behalf of the Contributor in full or partial satisfaction of the Transferred Rights; c) the Contributor has not previously sold, assigned or pledged the Transferred Rights, in whole or in part, to any party; d) the Contributor owns and has good and marketable title to the Transferred Rights, free and clear of any and all liens, claims, security interests, participations, or encumbrances of any kind or nature whatsoever; e) the Contributor has not signed any agreements or instruments with respect to the Transferred Rights other than those agreements referenced in the proof of claim or otherwise comprising the basis for the Claim; and f) the Contributor has not received any written notice that the Transferred Rights is void or voidable or subject to any disallowance, reduction, impairment or objection of any kind.

3.3 Authorization. The Contributor has full power and authority to enter into this Agreement. This Agreement, when executed and delivered by the Contributor, will constitute a valid and legally binding obligation of the Contributor, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any

other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (b) the effect of rules of law governing the availability of equitable remedies.

3.4 No Conflict. The execution, delivery and performance of this Agreement will not result in: (a) any violation of, be in conflict with in any material respect, or constitute a material default under, with or without the passage of time or the giving of notice (i) any provision of the Company's Memorandum and Articles of Association, (ii) any provision of any judgment, decree or order to which the Company is a party, by which it is bound, or to which any of its material assets are subject, (iii) any material contract, obligation or commitment to which the Company is a party or by which it is bound, or (iv) any applicable laws; or (b) the creation of any material lien, charge or encumbrance upon any material assets of the Company.

3.5 No Reliance or Guarantee. Each Contributor represents that it has, independently and without reliance on the Company or any agent, or any other Contributor, and based on such documents and information as it has deemed appropriate, made its own appraisal of the business, prospects, management, outcome, potential remedies, awards, financial condition and affairs of any Action Plan proposal or any Actions, and its own decision to enter into this Agreement and agrees that it will, independently and without reliance upon the Company or any other Contributors, and based on such documents and information as it shall deem appropriate at the time, continue to make its own appraisals and decisions in taking or not taking action under this Agreement. The Company does not and cannot guarantee the outcome of any Action. Either at the commencement or during the course of our representation, the Company or the attorney engaged by the Company may express certain opinions, views or beliefs concerning claims or courses of action and the results that might be anticipated. Any such statement made by any representative of the Company is intended to be an expression of opinions, views and beliefs only, based on information available to the Company at the time, and should not be construed by any Contributor as a guarantee of any type.

3.6 No Consents or Approvals. The execution and delivery of and performance under this Agreement require no approval or other action from any Governmental Authority or person or entity other than the Company.

3.7 Sanctions Compliance; Anti-Money Laundering; Funds and Payments.

3.7.1 Sanctions Compliance. Neither the Contributor, nor any person having a direct or indirect beneficial interest in Contributor, Governance Tokens or Distribution Tokens being acquired by such Contributor, or any person for whom the Contributor is acting as agent or nominee in connection with the Governance Tokens or Securities, has been or is (i) the subject of sanctions administered or enforced by the United States (including without limitation the U.S. Department of the Treasury's Office of Foreign Asset Control), the United Kingdom, the European Union or any other Governmental Authority (collectively, "**Sanctions**"), (ii) organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions, or (iii) otherwise a party with which the Company is prohibited from dealing with under applicable laws.

3.7.2 Anti-money Laundering; Counter-Terrorism Financing. To the extent required by applicable laws, the Contributor has complied and will continue to comply with all anti-money laundering and counter-terrorism financing requirements.

3.8 No Brokerage Fees. No broker, finder or financial advisor has acted for each Contributor in connection with this Agreement or the transactions contemplated hereby, and no broker, finder or financial advisor is entitled to any broker's, finder's or financial advisor's fee or other commission in respect thereof based in any way on any contract or arrangement with the Contributor.

3.9 Foreign Person. If the Contributor is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Contributor hereby represents that it has satisfied itself as to the full observance of the laws of such Contributor's jurisdiction in connection with any invitation to subscribe for the Governance Tokens, Distribution Tokens or any use of this Agreement, including (a) the legal requirements within the Contributor's jurisdiction for the procurement of the Governance Tokens or Distribution Tokens, (b) any foreign exchange restrictions applicable to such purchase and the other transactions contemplated hereby, (c) any governmental or other consents that may need to be obtained, and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of any tokens. Each Contributor's subscription and payment for and continued beneficial ownership of the tokens will not violate any applicable securities or other laws of such Contributor's jurisdiction.

4. Additional Agreements

4.1 Cooperation with Litigation, Arbitration and Mediation. At its own expense, each Contributor shall use its reasonable best efforts to take such further action as legal counsel deems reasonably necessary or appropriate to litigate, negotiate, stipulate, settle, or otherwise resolve the Claims in any Action, including, but not limited to (i) making the right representative available for interviews as needed by the counsel of the Action, (ii) assist with discovery, including providing documents or other evidence, answers to interrogatories, or deposition testimony as requested by the counsel of the Action to further the applicable legal proceeding, (iii) attend such legal proceedings as deemed necessary by the counsel of the Action including, if necessary appearance as a trial witness, and (iv) provide such other information or assistance as reasonably requested by the counsel of the Action. This obligation continues until the Final Resolution of the Action, regardless of whether such Contributor is the owner of the corresponding Distribution Tokens.

4.2 Excluded Information. Each party acknowledges that (i) the other currently may have, and later may come into possession of, information on the Transferred Rights or the status of the Action that is not known to it and that may be material to a decision to buy or sell the Transferred Rights and all related rights (as appropriate) (the "**Excluded Information**"), (ii) it has not requested the Excluded Information, and has agreed to proceed with the purchase or sale of the Transferred Rights and all related rights (as appropriate) hereunder without receiving the Excluded Information, and (iii) the other party shall have no liability to it, and each party waives and releases any claims that it might have against the other party or the other party's Related Persons (as defined below) whether under applicable securities laws or otherwise, with respect to the nondisclosure of the Excluded Information; provided, however, that each party's Excluded Information shall not and does not affect the truth or accuracy of such party's representations or warranties in this Agreement.

4.3 Indemnification. Each Contributor hereby agrees to indemnify the Company, any of its affiliates, and its and their respective owners, directors, officers, employees, representatives and advisors, and to hold each of them harmless, from and against any loss, damage, liability, cost or expense, including reasonable attorneys' fees and costs of investigation, to which they may be put or which they may reasonably incur or sustain due to or arising out of (a) any inaccuracy in or breach of any representation or warranty of the Contributor or its affiliates or agents, whether contained in this Agreement or any other document provided by the Contributor to the Company in connection with the Contributor's assignment of the Transferred Rights or procurement of the Tokens to record such transaction (b) any nonfulfillment or breach of any covenant, agreement, or other provision by the Contributor or its affiliates or agents, whether contained in this Agreement or any other document provided by the Contributor to the Company in connection with the Contributor's assignment of the Transferred Rights procurement of the Governance or Distribution Tokens, or (c) the sale or distribution of the tokens in violation of the Securities Act or any

other applicable law or this Agreement. All indemnification provisions shall survive the termination of this Agreement.

4.4 Limitation of Liability; No Warranties.

4.4.1 Except as expressly provided by this agreement and applicable laws, the Company shall not be responsible or liable for any losses resulting directly or indirectly from: (a) any act or omission of any Contributor or agent of Contributor or any error, negligence, or misconduct of the Contributor; (b) the ultimate outcome of the Action; (c) failure of transmission or communication facilities; (d) any other cause or causes beyond the Company's control, including, without limitation, for reasons such as acts of God, fire, flood, strikes, work stoppages, acts of terrorism, governmental or regulatory action, delays of suppliers or subcontractors, war or civil disturbance, self-regulatory organization actions, telecommunication line or computer hardware failures and any other telecommunication failures; (e) the Company's reliance on any instructions, notices, or communications that it believes to be from an individual authorized to act on behalf of any Contributor, and the Contributor hereby waives any and all defenses that any such individual was not authorized to act on behalf of Contributor; (e) government restrictions; exchange, regulatory, or market rulings; suspension of trading; military operations; terrorist activity; strikes, or any other condition beyond the Company's control, including without limitation extreme market volatility or trading volume; or (f) any action taken by Company to comply with applicable laws or this Agreement.

4.4.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND RULES, THE COMPANY, ITS AFFILIATES, AND ITS CONTROLLING PERSONS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOSSES EXCEPT THAT THE COMPANY SHALL BE RESPONSIBLE FOR ANY LOSSES TO THE EXTENT THAT SUCH LOSSES ARISE FROM THE COMPANY'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT. IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, CONTROLLING PERSONS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES OF ANY KIND FOR LOST PROFITS OR REVENUES, TRADING LOSSES, INACCURATE DISTRIBUTIONS, LOSS OF BUSINESS OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE.

4.4.3 THE COMPANY AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SERVICES TO BE PROVIDED IN ACCORDANCE WITH THIS AGREEMENT, INCLUDING THE RESULTS TO BE ACHIEVED BY ANY ACTION. THE COMPANY AND ITS AFFILIATES DISCLAIM ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES INCLUDING, WITHOUT LIMITATION, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. THE COMPANY AND AFFILIATES DO NOT GUARANTEE THE ACCURACY, QUALITY, SEQUENCE, TIMELINESS, RELIABILITY, PERFORMANCE, COMPLETENESS, CONTINUED AVAILABILITY, TITLE OR NON-INFRINGEMENT OF ANY DATA OR THIRD PARTY PROVIDER SERVICES USED IN RELATION TO THE AGREEMENT AND EACH DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES. THE SERVICES TO BE PROVIDED BY THE COMPANY ARE PROVIDED ON AN "AS-IS", "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND RULES.

4.4.4 **Confidentiality.** Anything in this Agreement to the contrary notwithstanding, no Contributor by reason of this Agreement shall have access to any trade secrets or confidential information of the Company. Each Contributor shall keep confidential and shall not disclose, divulge, or use for any purpose any confidential information obtained from the Company pursuant to the terms of this Agreement, including but not limited to any Action Plan proposal, any updates and information on the Action from the Company, final award information and payment details, other than to any of the Contributor's attorneys, accountants, consultants, and other professionals, to the extent necessary to obtain their services in connection with monitoring the proceeding of any Action.

4.4.5 **Inspection Rights.** The Company shall permit each Contributor to visit and inspect the books solely relating to the distribution of the award received in any Action in which the Contributor's Claim is included, and the Contributor shall examine its books of account and records and to discuss the affairs, finances and accounts with the Company's officers with respect any Claim of the Contributor, all at such reasonable times as may be requested by such Contributor at the Contributor's own costs.

5. **GENERAL PROVISIONS.**

5.1 **Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties to this Agreement or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. No Stockholder may transfer Shares unless each transferee agrees to be bound by the terms of this Agreement.

5.2 **Governing Law.** This Agreement is governed by the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of choice of law.

5.3 **Counterparts; Facsimile or Electronic Signature.** This Agreement may be executed and delivered by facsimile or electronic signature and in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

5.4 **Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. References to sections or subsections within this set of Agreement Terms shall be deemed to be references to the sections of this set of Agreement Terms contained in Exhibit B to the Agreement, unless otherwise specifically stated herein.

5.5 **Notices.** All notices and other communications given or made pursuant to this Agreement must be in writing and will be deemed to have been given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by facsimile or electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications must be sent to the respective parties at their address as set forth on the signature page or Schedule 1, or to such address, facsimile number or electronic mail address as subsequently modified by written notice given in accordance with this Section 5.5.

5.6 **No Finder's Fees.** Each party severally represents to the other parties that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. Each

Contributor shall indemnify, defend, and hold harmless the Company from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Contributor or any of its officers, employees, or representatives is responsible. The Company shall indemnify, defend, and hold harmless each Contributor from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

5.7 Attorneys' Fees. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which the party may be entitled. Each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery, and performance of the Agreement.

5.8 Amendments and Waivers. Except as specified in Section 1.2.2, any term of this Agreement may be amended, terminated or waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Contributors holding half of the then-outstanding JUST Tokens who have registered to vote for any proposal of such amendment on the Platform.

5.9 Severability. The invalidity or unenforceability of any provision of this Agreement will in no way affect the validity or enforceability of any other provision.

5.10 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, will impair any such right, power or remedy of such non-breaching or non-defaulting party nor will it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor will any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, are cumulative and not alternative.

5.11 Dispute Resolution. Each party (a) hereby irrevocably and unconditionally submits to the personal jurisdiction of the State of California for the purpose of any suit, action, or other proceeding arising out of or based upon this Agreement; (b) shall not commence any suit, action or other proceeding arising out of or based upon this Agreement except in the Dispute Resolution Jurisdiction; and (c) hereby waives, and shall not assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject to the personal jurisdiction of the State of California, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement, or the subject matter hereof and thereof may not be enforced in or by the State of California.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

THE COMPANY:

Name: _____

By: _____

Title: _____

[SIGNATURE PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

Contributor:

***[FOR ENTITY INVESTOR USE
FOLLOWING SIGNATURE BLOCK:]***

Name: _____

By: _____

Title: _____

***[FOR INDIVIDUAL INVESTOR USE
FOLLOWING SIGNATURE BLOCK:]***

Name: _____

[TYPE NAME ON LINE]

By: _____

[SIGN HERE]

Annex A

RIGHTS OF JUSTITIA TOKENS

- 1) Designation and Number of Tokens. The Governance Tokens and Distribution Tokens of Justitia DAO LLC (the “Company”) shall be designated as “JUST Tokens” and “JUSTDist – [Group name] Tokens” respectively, with different series of Distribution Tokens to be issued to the Contributors of all Claims in each Group designated with the proper group name. Each Claim contributed to the Company pursuant to the Contribution Agreement (the “Contribution Agreement”) shall receive one Governance Tokens which may be repurchased or voided upon the termination of the Agreement with respect to such Claim pursuant to terms therein. All Governance Tokens issued to the Contributors of all Claims in a Group is voided and cancelled immediately upon the Final Resolution of all the Actions set out in the Action Plan approved by such Group. Each of the Governance Token and Distribution Token is an [blockchain token that is programmed using a smart contract]. The smart contract for the Governance Tokens and Distribution Tokens are publicly viewable at the Website. The rights of the holders of Governance Tokens and Distribution Tokens are contractual rights set forth in the Contribution Agreement, including this Annex A.
- 2) Persons Deemed Holders of Record. To be deemed to be a holder of record of Governance Tokens or Distribution Tokens, a holder must (a) register a blockchain wallet with the Company to be included on certain Whitelist Database approved by the Manager and (b) have the public wallet address of this wallet recorded on the Governance Token Distributed Ledger or Distribution Token Distributed Ledger as the holder of Governance Tokens or Distribution Tokens. Governance Tokens or Distribution Tokens held by a nominee on behalf of beneficial owners will be recorded on the Governance Token ledger or Distribution Token ledger respectively as being held in the nominee’s blockchain wallet and the nominee will be the holder of record.

The “Governance Token Distributed Ledger” or “Distribution Token Distributed Ledger” references the ledger of holdings of Governance Tokens or Distribution Tokens that is recorded on the blockchain. Both distributed ledger records the public wallet addresses of all wallets that hold Governance Tokens or Distribution Tokens and the balance of either tokens in each wallet address. The relevant distributed ledger is updated after each transfer of either token. Information from the distributed ledger can be viewed using a network block explorer, such as blockscout.com.

- 3) Transfer. Governance Tokens are not transferrable. Distribution Tokens may be transferred only among wallets. Transfers of Distribution Tokens will be executed by the smart contract under conditional permission that the wallet addresses of both the sender and receiver of such tokens are whitelisted. The Distribution Token smart contract will verify that both the sender and the receiver wallet addresses are whitelisted prior to approving or rejecting the transfer. If either the sender or receiver wallet address is not whitelisted, the smart contract will reject the transfer and the Distribution Token Distributed Ledger, as applicable, will not be updated. Notwithstanding the foregoing, the Company reserves the right to investigate suspicious patterns or non-compliance with KYC/AML regulations, immediately freeze one or more digital wallets from transferring or receiving Distribution Tokens and reject transfers of such tokens that the Company determines in good faith, and in the sole discretion of the Company, not to be in good order.
- 4) Cash Participation Rights. To the extent that any Action of a Group reaches a Final Resolution, the Company shall proactively notify all the holders of Governance Tokens or Distribution Tokens with Claims in such Group. To the extent that the Company has received any monetary award, settlement payments, or any other proceeds relating to and arising from such Action (the “Net Receipts”), the Company shall use the receipts to pay expenses relating to the Action first, including but not limited to the legal fees, financing cost and other service fees as contemplated in the final Action Plan (the “Expenses”). Thereafter, the Company shall transfer the lower of (i) the 65% of the total Net Receipts and (ii) the remaining balance of the Net Receipts after deducting the Expenses, to a trust account set up under the Company’s name by the Manager held on behalf of the holders of Distribution Tokens of such Group (the “Trust Amount”) which the Manager serves as a trustee. Each holder of the Distribution Tokens in the Group shall entitle its holder to receive a pro rata portion of the Trust Amount, based on the number of Distribution Tokens held by them of . The distribution to the holders of Distribution Tokens of the Group shall be made within 90 days after the date of the receipt of such Net Receipts by the Company pursuant to the payment instruction provided by each holder to the Manager. Upon

the payments of the pro rata portion of the Trust Amount by the Manager pursuant to the written instruction provided by the holder of any Distribution Token in such Group, as the trustee, to the holder of certain Distribution Tokens with Claims in such Group, the Distribution Tokens corresponding to the same Claims shall be automatically voided and cancelled without any further actions by the Company or Manager. To the extent that certain holders of Distribution Tokens fail to provide wiring instruction for the distribution pursuant to this paragraph per the instruction by the Company within 90 days after receiving the Company's or Manager's written instruction, the corresponding amount to be distributed to the holder shall be transferred to the Company's general operation fund, with the relevant Distribution Tokens to be swept into a deposit / reservation group as designated by the Manager (the "General Op Group") where the Manager shall be appointed as a trustee for such Distribution Tokens.

- 5) Voting Rights. Holders of Distribution Tokens have no right to vote or participate in each any Action relating to any Claims of any Group; provided that holders of Governance Tokens have voting rights solely with respect to any Action Plan and the on-going Actions brought up pursuant to such approved Action Plan of the relevant Group. Holders of Governance Tokens of such Claims in a Group may vote on the following actions with respect to an Action or Action Plan proposal:
- reviewing and approving an Action Plan with respect to all the Claims in a Group;
 - determining whether or not to commence any proceeding based on the approved Action Plan;
 - determining whether or not to settle or dismiss an Action relating to all the Claims of a Group per the recommendations from the relevant legal counsel and the Manager;
 - withdrawal from any Action related to all the Claims of a Group;
 - other matters as the Manager determines to be proper to be voted on by holders of Governance Tokens.

The majority votes of the holders of Governance Tokens on a matter subject to votes shall be binding and final with respect to all the Claims in any Group. Any holders who fail to cast the vote on or prior to the deadline proposed by the Manager shall not be counted in the total votes. There is no quorum for votes required for any matter.

- 6) Information Rights. The holders of Governance Tokens shall have rights to receive any reports, notices and other substantive information of any Action, subject to the confidentiality obligation in Section 4.3.4 of the Contribution Agreement with the exception of confidential information to be withheld based on the reasonable opinion of the counsel of each Action. The holders of Distribution Tokens shall have rights to receive any information on the Expenses, the Trust Amount and the distribution of Trust Amount only pursuant to Section 4 hereunder.
- 7) Exclusion of Other Rights. Except as expressly set forth in Section 5 hereunder where holders of Distribution Tokens in the General Op Group may receive certain distribution to the extent that General Op Group has corresponding reserve available under the Operating Agreement, the Governance Tokens or Distribution Tokens do not provide the holder thereof with (a) rights of any form with respect to the Company or its revenues or assets, including, without limitation, any distribution, redemption, liquidation, proprietary (including all forms of intellectual property) or other financial or legal rights; (b) any ownership, equity, or other interest in the Company, including any preemptive or subscription rights; (c) rights to participate in, or benefit from significant corporate transactions in which the Company is a party, such as mergers, a sale of the Company, or sale of the Company's assets; and (d) any voting powers, preferences and relative, participating, optional or other special rights. The Governance Tokens or Distribution Tokens are not loans to the Company.
- 8) Repurchases. The Company (or an affiliate of the Company) or any third party may from time to time repurchase Distribution Tokens, pursuant to purchases effected on any trading platforms, or on a private basis to the mutual agreement of the holders of such Governance Tokens or Distribution Tokens.
- 9) Fractional Tokens. Distribution Tokens may be purchased, sold and transferred in fractional divisions to eighteen decimal places (0.000000000000000001). Sales of Distribution Tokens by the Company that would otherwise result in fractional divisions of more than five decimal places will be rounded down to five decimal places.

- 10) Notices. All notices provided by the Company to holders of Governance Tokens or Distribution Tokens hereunder shall be delivered by an electronic notice sent to the holders of such tokens by posting such notice to the relevant Group on the Platform.
- 11) Third-Party Beneficiaries. The rights and obligations set forth in this Annex A are intended solely for the benefit of the holder of Governance Tokens or Distribution Tokens. Upon any valid transfer of a Distribution Token in accordance with the transfer requirements of Section 3 of Annex A, the rights and obligations of the transferor of a Distribution Token pursuant to this Annex A shall be automatically assigned to the transferee of such Distribution Tokens, with such transferee being a third party beneficiary to the terms of Annex A.
- 12) Limitation of Liability; No Warranties with respect to Distribution Tokens.
- a) None of the terms of the Distribution Tokens shall cause the Company to be, and the Company shall not be, responsible or liable for any losses resulting directly or indirectly from: (i) any act or omission of a holder of Distribution Tokens or agent of a holder of Distribution Tokens or any error, negligence, or misconduct of a holder of Distribution Tokens; (ii) failure of transmission or communication facilities; (iii) any other cause or causes beyond the Company's control, including, without limitation, for reasons such as acts of God, fire, flood, strikes, work stoppages, acts of terrorism, governmental or regulatory action, delays of suppliers or subcontractors, war or civil disturbance, self-regulatory organization actions, telecommunication line or computer hardware failures and any other telecommunication failures; (iv) the Company's reliance on any instructions, notices, or communications that it believes to be from an individual authorized to act on behalf of a holder of Distribution Tokens, and each holder of Distribution Tokens hereby waives any and all defenses that any such individual was not authorized to act on behalf of such holder; (v) government restrictions; exchange, regulatory, or market rulings; suspension of trading; military operations; terrorist activity; strikes, or any other condition beyond the Company's control, including without limitation extreme market volatility or trading volume; or (vi) any action taken by Company to comply with applicable laws or the terms of the Distribution Tokens. The Company is not responsible, and shall have no liability, for any mutilated, destroyed, lost and stolen Distribution Tokens.
- b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND RULES, NONE OF THE TERMS OF THE DISTRIBUTION TOKENS SHALL CAUSE THE COMPANY TO BE, AND THE COMPANY, ITS AFFILIATES, AND ITS CONTROLLING PERSONS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WILL NOT BE, RESPONSIBLE FOR ANY LOSSES EXCEPT THAT THE COMPANY SHALL BE RESPONSIBLE FOR ANY LOSSES TO THE EXTENT THAT SUCH LOSSES ARISE FROM THE COMPANY'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT. IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, CONTROLLING PERSONS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE LIABLE TO A HOLDER OF GOVERNANCE TOKENS OR DISTRIBUTION TOKENS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES OF ANY KIND FOR LOST PROFITS OR REVENUES, TRADING LOSSES, INACCURATE DISTRIBUTIONS, LOSS OF BUSINESS OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE.
- c) EXCEPT AS EXPRESS SET FORTH IN THIS ANNEX A, THE COMPANY AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO RIGHTS OF DISTRIBUTION TOKENS, INCLUDING THE PLATFORM, OR THE RESULTS TO BE ACHIEVED BY THE USE THEREOF. THE COMPANY AND ITS AFFILIATES DISCLAIM ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES INCLUDING, WITHOUT LIMITATION, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. THE COMPANY AND AFFILIATES DO NOT GUARANTEE THE ACCURACY, QUALITY, SEQUENCE, TIMELINESS, RELIABILITY, PERFORMANCE, COMPLETENESS, CONTINUED AVAILABILITY, TITLE OR

NON-INFRINGEMENT OF ANY DATA OR THIRD PARTY PROVIDER SERVICES USED IN RELATION TO THE DISTRIBUTION TOKENS AND EACH DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES. THE SERVICES TO BE PROVIDED BY THE COMPANY IN CONNECTION WITH THE GOVERNANCE TOKENS and DISTRIBUTION TOKENS (INCLUDING THE WEBSITE) ARE PROVIDED ON AN “AS-IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND RULES.

13) No Claim, Loan or Ownership Interest.

Other than the rights of ownership expressly set forth in this Annex A, the holder of Governance Tokens or Distribution Tokens do not have rights of any form with respect to the Company or its revenues or assets, including, without limitation, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property) or other financial or legal rights. The tokens are not indebtedness of Company.

14) Intellectual Property.

With the procurement of Governance Tokens or Distribution Tokens, each holder acknowledges and agrees that the Company retains all right, title and interest in all of the Company’s intellectual property contained in the Tokens, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Holder shall not to use, reverse engineer, modify, or alter any of the Company’s intellectual property for any reason without the Company’s prior written consent.

15) Governing Law; Venue.

- a) The Governance Tokens and Distribution Tokens shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of laws provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. EACH HOLDER OF GOVERNANCE TOKENS or DISTRIBUTION TOKENS HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY STATE AND FEDERAL COURTS LOCATED WITHIN THE STATE OF CALIFORNIA FOR ANY ACTION, PROCEEDING OR INVESTIGATION (“LITIGATION”) ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY (AND AGREES NOT TO COMMENCE ANY LITIGATION RELATING THERETO EXCEPT IN SUCH VENUES).

