

David Kerr, Cowrie - CEO
Cowrie Subsidiaries:
Administrator Services / DUNA Workspace Solutions

3306 Kelley Drive
Cheyenne, WY 82001

ENGAGEMENT AGREEMENT

This Agreement is made effective upon the execution of GPXXXX, by DUNI ("You") and Administrator Services LLC ("Administrator Services"), a subsidiary of Cowrie Pro, Inc. ("Cowrie").

This Agreement runs through the filing of the 2026 tax returns (expected Q3 2027), at which time a new Agreement would need to be executed.

1. DESCRIPTION OF SERVICES

Administrator Services, a member of DUNI and subsidiary of Cowrie Pro, Inc., will perform the following services as a member of DUNI:

- Preparation of quarterly and annual financial statements;
- Preparation of tax return filings as required for federal, state and international taxing authorities;
- Quarterly updates provided to the membership regarding financial statements and tax filings;
- Participation in any relevant community discussions;
- Administration of required tax information reporting for outbound treasury dispositions and payments from DUNI – through Cowrie's proprietary tooling;
- File registration of trade name, including having forms notarized and signing authority;
- Execution of tax payments as needed to relevant taxing authorities;
- Execution of payment to third-party service providers as authorized by agreement or enacted governance proposal;
- Administration of bank account maintained with authority to pay income taxes and administrative expense (i.e., WY service charge for filing notice of Registered Agent, tax returns, filing tradename, third-party service providers, enacted governance proposals to be paid from bank account and recurring filing fees);
- Administration of digital asset custody accounts as signatory to authorize disposition from the treasury (David Kerr and Justin Childres on behalf of Administrator Services); and
- Execute Necessary Tax Filings (i.e., attain EIN, file 8832 – election for corporate tax treatment) and interact with the relevant taxing authorities on current and prior period tax issues as needed.

Cowrie – DUNA Workspace Solutions LLC, a subsidiary of Cowrie Pro, Inc. will perform the following services:

- Serve as Registered Agent and file annual service of process documentation.

2. PERFORMANCE OF SERVICES

The manner in which the Services are to be performed and the specific hours to be worked by Administrator Services shall be determined by Administrator Services.

3. PAYMENT

Administrator Services is being compensated through a token award of 7,500 UNI tokens.

These tokens are subject to a four-year lockup with a one-year cliff. Administrator Services has a written policy for selling of tokens as they unlock that occurs over the course of the year in bi-weekly increments to avoid large transactions of sold tokens (the policy is written to be executed without discretion by Administrator Services to avoid any conflicts associated with inside knowledge).

4. EXPENSE REIMBURSEMENT

Any expenses incurred by Administrator Services must be reimbursed through an executed governance proposal or existing agreement.

5. INDEMNIFICATION

To the fullest extent permitted by applicable law, the Association shall indemnify, defend, and hold harmless Administrator Services (and their agents and advisors) from and against any and all claims, losses, damages, liabilities, expenses, and legal fees incurred in connection with their good-faith service, except to the extent arising from such person's willful misconduct, gross negligence, or knowing violation of the law.

6. TERMINATION

Either party may terminate this contract by written notice to the other at any time if the other party: commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 14 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

As replacing an Administrator could require additional time – Administrator Services is obligated to continue to perform its duties for 60 days unless waived by You in writing.

7. RELATIONSHIP OF PARTIES

It is understood by all parties to this Agreement, that Administrator Services is an independent contractor with respect to the Services provided and not Your employee. You will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Administrator Services or its employees.

8. CONFIDENTIALITY

You recognize that Administrator Services may have the following information:

- future plans
- business affairs
- technical information

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Yours and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Administrator Services agrees that it will not at any time or in any manner, either directly or indirectly, use any Information for Administrator Services' own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of You. Administrator Services will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

9. CONFIDENTIALITY AFTER TERMINATION OF AGREEMENT

The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

10. FIDUCIARY DUTIES

To the extent Administrator Services will be exercising their judgment and responsible for banking transactions on behalf of the Association in connection with their authorization of authority, Administrator Services owe the fiduciary duties of Care, Loyalty, Confidentiality and to Follow instructions in all matters undertaken on behalf of the Association.

11. SERVICES TO THIRD PARTIES

Administrator Services is not prohibited from providing similar services to any third party during the term of this Agreement.

12. ENTIRE AGREEMENT

This Agreement and any subsequent SOWs contain the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement and any subsequent SOWs supersede any prior written or oral agreements between the parties.

13. AMENDMENT

This Agreement may be modified or amended if the amendment is made by agreement of the parties or per an executed governance proposal by DUNI and agreed to by Administrator Services.

14. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

15. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Wyoming.

17. SIGNATORIES

This Agreement shall be signed by David Kerr on behalf of Administrator Services and is immediately effective upon approval through the enactment of GPXXXX.

Party Receiving Services: DUNI

Authorized through passage of GPXXXX.

Party Providing Services: Administrator Services LLC

Mr. David Kerr
CEO – Cowrie

By: _____ Date: _____

David Kerr
Member of DUNI

3306 Kelley Drive
Cheyenne, WY 82001

ENGAGEMENT AGREEMENT

This Agreement is made effective upon the execution of **GPXXXX**, by **DUNI** (collectively, “You”) and **David Kerr** a member of DUNI.

This Agreement runs through the filing of the 2026 tax returns (expected Q3 2027), at which time a new Agreement would need to be executed.

1. DESCRIPTION OF SERVICES

As **Cowrie Pro Inc.** is a WY C Corporation and its subsidiary **Cowrie – Administrator Services** are both legal entities, they cannot sign DUNI’s tax return. Accordingly, David Kerr is being engaged for the same period as Cowrie’s engagement to review and sign tax returns and other forms requiring signature with the IRS as a member of DUNI and is fully authorized and empowered as necessary to meet the IRS obligations for signing authority.

Administrator Services is authorized to perform the following services as a member and authorized administrator of DUNI:

- Review and authority to remit for changes, all tax returns and other documents submitted to the IRS or other taxing authorities.
- Signature of all tax returns and other documents requiring organizational signature with the IRS or other taxing authorities on behalf of the Association.

1. PERFORMANCE OF SERVICES

The manner in which the Services are to be performed and the specific hours to be worked by David Kerr shall be determined by David Kerr.

2. Payment

Rather than take direct compensation as an individual. DUNI will make a \$1,000 charitable contribution to a variety of WY charities matched by **Cowrie** for each tax year a return is filed. The payment of this charitable contribution is pre-authorized to be executed through the bank accounts or digital asset custody arrangements.

Confirmation of these payments and disclosures of the charities will be included as part of financial disclosures provided by **Cowrie – Administrator Services** every quarter.

3. INDEMNIFICATION

To the fullest extent permitted by applicable law, the Association shall indemnify, defend, and hold harmless David Kerr from and against any and all claims, losses, damages, liabilities, expenses, and legal fees incurred in connection with their good-faith service, except to the extent arising from such person's willful misconduct, gross negligence, or knowing violation of the law.

4. TERMINATION

Either party may terminate this contract by written notice to the other at any time if the other party: commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 14 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

5. RELATIONSHIP OF PARTIES

It is understood by all parties to this Agreement, that Administrator Services is an independent contractor with respect to the Services provided and not Your employee. You will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Administrator Services or its employees.

6. CONFIDENTIALITY

You recognize that David Kerr may have the following information:

- future plans
- business affairs
- technical information

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Yours and need to be protected from improper disclosure. In consideration for the disclosure of the Information, David Kerr agrees that it will not at any time or in any manner, either directly or indirectly, use any Information for David Kerr's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of You. David Kerr will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

7. CONFIDENTIALITY AFTER TERMINATION OF AGREEMENT

The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

8. FIDUCIARY DUTIES

To the extent David Kerr will be exercising his judgment in connection with his authorization of authority, David Kerr owes the fiduciary duties of Care, Loyalty, Confidentiality and to Follow instructions in all matters undertaken on behalf of the Association.

9. SERVICES TO THIRD PARTIES

David Kerr is not prohibited from providing similar services to any third party during the term of this Agreement.

10. ENTIRE AGREEMENT

This Agreement and any subsequent SOWs contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement and any subsequent SOWs supersedes any prior written or oral agreements between the parties.

11. AMENDMENT

This Agreement may be modified or amended if the amendment is made by agreement of the parties or per an executed governance proposal by DUNI and agreed to by David Kerr.

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If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

13. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Wyoming.

15. SIGNATORIES

This Agreement shall be signed by David Kerr on behalf of himself as a member and is immediately effective upon approval through the enactment of GPXXXX.

Party Receiving Services: DUNI

Authorized through passage of GPXXXX.

Party Providing Services: Administrator Services LLC

Mr. David Kerr

By: _____ Date: _____