

DUNI
MINISTERIAL AGENT AGREEMENT

Effective Date: upon the execution of GPXXXX,

This Ministerial Agent Agreement (the “*Agreement*”) is made as of the Effective Date set forth above by and between DUNI, a Wyoming Decentralized Unincorporated Nonprofit Association (“*DUNI*”) and the ministerial agent named on the signature page hereto (“*Agent*”).

1. Engagement of Services. DUNI may, via a validly executed Governance Proposal, issue Assignments to Agent in the form attached to this Agreement as **Exhibit A** (each, an “*Assignment*”). Subject to the terms of this Agreement, Agent will render the services set forth in Assignment(s) accepted by Agent (the “*Services*”) by the completion dates set forth therein, if any. Except as otherwise provided in the applicable Assignment, Agent will be free of control and direction from the DUNI (other than general oversight and control over the results of the Services), and will have exclusive control over the manner and means of performing the Services, including the choice of place and time. Agent will provide, at Agent’s own expense, a place of work and all equipment, tools and other materials necessary to complete the Services; however, to the extent necessary to facilitate performance of the Services, DUNI may, in its discretion, make certain of its equipment or facilities available to Agent at Agent’s request.

2. Compensation. In consideration of Agent’s obligations and for the Services rendered by Agent pursuant to this Agreement, DUNI will pay Agent (a) a fee of \$100 per month; and (b) any additional amounts set forth in each Assignment. Agent agrees to perform the Services described in this Agreement and any applicable Assignments without expectation of any further compensation. Agent will not be entitled to reimbursement for any expenses incurred in connection with the Services, unless expressly agreed to in writing by DUNI in advance.

3. No Work Product. Agent acknowledges and agrees that, in its role as ministerial agent for DUNI, it is not engaged to create, develop, or deliver any work product, inventions, or other intellectual property on behalf of DUNI, unless otherwise explicitly authorized to do so in an Assignment. As such, no ownership, assignment, or transfer of intellectual property rights is contemplated or required under this Agreement. However, to the extent Agent does create or contribute to any ideas, materials, inventions, works of authorship, or other intellectual property in connection with its role under this Agreement, whether alone or jointly with others (collectively, “*Work Product*”), Agent hereby irrevocably assigns to DUNI all right, title, and interest worldwide in and to such Work Product, including all associated intellectual property rights. Agent agrees to execute any documents and take any actions reasonably requested by DUNI to effectuate or confirm such assignment.

4. Other Rights. If Agent has any rights, including without limitation “artist’s rights” or “moral rights,” in the Work Product that cannot be assigned, Agent hereby unconditionally and irrevocably grants to DUNI an exclusive (even as to Agent), worldwide, fully paid and royalty-free, irrevocable, perpetual license, with rights to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed. In the event that Agent has any rights in the Work Product that cannot be assigned or licensed, Agent unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against DUNI or DUNI’s customers and channel partners.

5. License to Preexisting IP. Agent acknowledges and agrees that, in its role as ministerial agent for DUNI, it does not anticipate creating or incorporating any work product or intellectual property, including any preexisting materials, in connection with the services provided under this Agreement. However, to the extent Agent incidentally uses or incorporates any intellectual property developed by Agent or a third party outside the scope of this Agreement (“Preexisting IP”) in connection with its ministerial functions, Agent hereby grants to DUNI a non-exclusive, worldwide, fully-paid and royalty-free, irrevocable, perpetual license, with the right to sublicense through multiple tiers, to use, reproduce, distribute, display, perform, and create derivative works of such Preexisting IP as reasonably necessary for DUNI’s purposes.

6. Representations and Warranties. Agent represents and warrants that: (a) the Services will be performed in a professional manner, in good faith and in accordance with the industry standards and any applicable provisions of the DUNI Association Agreement, (b) to the extent that an Assignment relates to the discharge, deployment, or movement of DUNI funds, the Agent acknowledges a fiduciary duty in accordance with these financial obligations, (c) Agent has the power and authority to enter into this Agreement and perform its obligations hereunder (d) notwithstanding the intent of the parties, any intellectual property is incidentally created in the performance of Agent’s duties, such intellectual property will be original to Agent and will not infringe the rights of any third party, and (e) Agent will comply with all applicable federal, state, local, and foreign laws in performing its obligations under this Agreement, including tax and employment laws applicable. Agent agrees to indemnify and hold DUNI harmless from any damages, costs, claims, or expenses (including reasonable attorneys’ fees) arising directly from Agent’s breach of this Section.

7. Agent Duties. Agent acknowledges and agrees that, in its role as Ministerial Agent, it owes DUNI the duties of loyalty and due care with respect to the limited scope of ministerial activities performed under this Agreement. These duties include acting in good faith, avoiding conflicts of interest, and carrying out instructions from DUNI in a diligent and responsible manner. Nothing in this Agreement shall be construed to impose any fiduciary obligation beyond those arising from Agent’s discharge, deployment, or movement of DUNI funds or to create duties inconsistent with the role defined under the Association Agreement or applicable law.

8. Independent Contractor Relationship. Agent’s relationship with DUNI under this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, fiduciary, or employment relationship between DUNI and Agent or any of its personnel. Agent is not authorized to make any representation, contract, or commitment on behalf of DUNI, except as expressly provided in this Agreement or the Association Agreement. Agent will perform its duties independently and will not be treated as an employee of DUNI for any purpose, including for federal, state, or local tax purposes. Agent is solely responsible for complying with all applicable tax and reporting obligations arising from this Agreement. If, notwithstanding the foregoing, Agent is reclassified by any governmental authority as an employee of DUNI or its affiliates, Agent agrees that it shall not be entitled to any employee benefits or compensation, either prospectively or retrospectively.

9. Confidential Information.

Each party (the “**Receiving Party**”) may receive or have access to certain non-public, confidential, or proprietary information of the other party. (the “**Disclosing Party**”). “**Confidential Information**” shall mean any non-public, confidential, or proprietary information (whether owned by Disclosing Party or any third-party to which the Disclosing Party owes confidentiality obligations) received by the Receiving Party from the Disclosing Party that the Receiving Party knew or reasonably should have known was Disclosing Party’s confidential or proprietary information. DUNI’s Confidential Information includes information disclosed by DUNI to Agent in connection with Agent’s performance of

its ministerial functions, including, but not limited to, information related to governance processes, delegate communications, funding decisions, and internal operational procedures. The Receiving Party agrees that it will:

- i) use such Confidential Information solely to carry out its responsibilities under this Agreement;
- ii) hold such Confidential Information in confidence and exercise reasonable care to prevent its unauthorized use or disclosure; and
- iii) not disclose such Confidential Information to any third party without the Disclosing Party's prior written consent, except as required by law or as otherwise permitted by this Agreement.

Confidential Information does not include information that:

- i) becomes publicly known through no fault of the Receiving Party;
- ii) is rightfully received by the Receiving Party from a third party without restriction and without breach of any duty to the Disclosing Party; or
- iii) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

The Receiving Party may disclose Confidential Information if required to do so by law, regulation, or valid order of a court or governmental authority, provided that the Receiving Party gives the Disclosing Party prompt written notice (to the extent legally permissible) and cooperates reasonably with any effort by the Disclosing Party to seek a protective order or other appropriate remedy. All Confidential Information remains the sole property of the Disclosing Party or its third-party licensors. Upon request by the Disclosing Party, the Receiving Party will promptly return or securely destroy all of the Disclosing Party's Confidential Information in its possession. Nothing in this Agreement prohibits or limits the Receiving Party from reporting possible violations of law to any governmental authority or from disclosing trade secrets in accordance with 18 U.S.C. § 1833(b), including: (1) disclosures made in confidence to a government official or attorney solely for the purpose of reporting or investigating a suspected legal violation; or (2) disclosures made in a sealed court filing.

10. Agent's Employees, Consultants and Agents. Agent shall have the right to disclose Confidential Information only to those of its employees, consultants, and agents who have a need to know such information for the purpose of performing Services and who have entered into a binding written agreement that is expressly for the benefit of DUNI and protects DUNI's rights and interests in and to the Confidential Information to at least the same degree as this Agreement. DUNI reserves the right to refuse or limit Agent's use of any employee, consultant or agent or to require Agent to remove any employee, consultant or agent already engaged in the performance of the Services. DUNI's exercise of such right will in no way limit Agent's obligations under this Agreement.

11. Term and Termination.

11.1 Termination by DUNI. This Agreement will commence on the Effective Date and will continue in effect unless and until it is terminated by DUNI with or without cause by a valid governance proposal adopted pursuant to the DUNI Association Agreement and in accordance with the termination provisions set forth herein.

11.2 Termination by Agent. Agent may terminate this Agreement immediately in the event DUNI has materially breached the Agreement and failed to cure such breach within five (5)

business days after notice by Agent is given. Agent may terminate this Agreement without cause with sixty (60) days' written notice to DUNI.

11.3 Survival. The rights and obligations contained in Sections 3 ("*No Work Product*"), 4 ("*Other Rights*"), 5 ("*License to Preexisting IP*"), 6 ("*Representations and Warranties*"), and 9 ("*Confidential Information*") will survive any termination or expiration of this Agreement.

12. No Conflicts. Agent will refrain from any activity, and will not enter into any agreement or make any commitment, that is inconsistent or incompatible with Agent's obligations under this Agreement, including Agent's ability to perform the Services. Agent represents and warrants that Agent is not subject to any contract or duty that would be breached by Agent's entering into or performing Agent's obligations under this Agreement or that is otherwise inconsistent with this Agreement. In the event a potential conflict is identified, the Agent shall disclose such potential conflict to DUNI and either (a) receive a waiver from DUNI or (b) recuse itself to the extent required to resolve the potential conflict.

13. Successors and Assigns. Agent may not subcontract or otherwise delegate or assign this Agreement or any of its obligations under this Agreement without DUNI's prior written consent. Any attempted assignment in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement will be for the benefit of DUNI's successors and assigns, and will be binding on Agent's assignees.

14. Notices. Any notice required to be delivered by Agent under this Agreement, including notice of resignation or termination, shall be provided by publicly posting such notice in accordance with DUNI's established governance procedures, including but not limited to the governance forum or any successor communication channel designated in the Association Agreement or by governance proposal. For the avoidance of doubt, Agent shall not be required to deliver such notice by mail, email, or other private communication unless otherwise expressly requested by DUNI and agreed to by Agent in writing.

15. Periodic Reports. Agent shall, from time to time and at reasonable intervals, provide DUNI with reports detailing the status and progress of its Assignments. In addition, the Agent agrees to promptly inform DUNI of any material updates or changes related to such reports, and to provide supplemental information upon reasonable request to ensure DUNI remains adequately informed.

16. Governing Law. This Agreement will be governed in all respects by the laws of the United States of America and by the laws of the State of Wyoming, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction.

17. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

18. Waiver. The waiver by DUNI of a breach of any provision of this Agreement by Agent will not operate or be construed as a waiver of any other or subsequent breach by Agent.

19. Injunctive Relief for Breach. Agent's obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to DUNI for which there will be no adequate remedy at law; and, in the event of such breach, DUNI will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all services undertaken by Agent for DUNI; *provided, however*, that in the event of any conflict between the terms of this Agreement and any Assignment, the terms of the applicable Assignment will control, provided that the Assignment specifically calls out the applicable Section number of this Agreement to be superseded and has been signed by an authorized officer of DUNI. This Agreement may only be changed or amended by mutual agreement of authorized representatives of the parties in writing. This Agreement may be executed 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. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Remainder of page intentionally left blank]

The parties have executed this Agreement as of the Effective Date.

DUNI:

DUNI Association

Authorized through passage of GPXXXX.

AGENT:

Uniswap Foundation

Name of Agent (Please Print)

Signature

Title (if applicable)

Email

EXHIBIT A

Assignment #1 Under Ministerial Agent Agreement

Dated: upon the execution of GPXXXX,

Project:

Agent will render the following services to DUNI as DUNI may from time to time request:

- (a) appointing and consulting with legal counsel to represent or defend the Association in any legal, regulatory, or administrative matter;
- (b) approving and disbursing funds for legal, administrative, and operational expenses incurred by or on behalf of the Association pursuant to the Governing Principles and/or a Governance Proposal;
- (c) appointing and coordinating with third-party service providers as approved by Governance (e.g., auditors and tax administrators, banks, etc.).
 - (1) To this end, Agent is authorized to open bank and custodial accounts and execute treasury management strategies for the benefit of and on behalf of DUNI related to funds received from executed Governance Proposals. Such authorizations shall be consistent with Sections 6 and 7 above;
- (d) maintaining records of agent activities and providing periodic reports of such records to DUNI;
- (e) preparing and filing, or working with the Administrator to file, reports or communications required by law; and
- (f) facilitating other clerical or operational tasks as reasonably necessary to implement decisions duly made by the governance processes established in the Governing Principles.

Reimbursement:

Agent will be reimbursed for third-party expenses (at cost) if approved in writing in advance by DUNI.

Agent will invoice DUNI periodically for expenses and will provide such reasonable receipts or other documentation of expenses as DUNI might request, including copies of time records. DUNI shall provide reimbursement within two (2) months of receipt.

The parties have executed this Assignment as of the date first written above.

DUNI:

DUNI ASSOCIATION

Authorized through passage of GPXXXX.

AGENT:

Uniswap Foundation

Name of Agent (Please Print)

Signature

Title (if applicable)