SPORKDAO MEMBERSHIP AGREEMENT 2024

OVERVIEW

Last Updated: November 20, 2023

1. **Free Ticket Eligibility for ETHDenver.** All ETHDenver attendees who wish to receive a free ticket to the event, must apply for membership in SporkDAO LCA, a Colorado public benefit limited cooperative association (the "**Cooperative**" or "**SporkDAO**"). If you would prefer to pay for your ETHDenver ticket, you are not obligated to join SporkDAO and can do so through ETHDenver's website located at **ethdenver.com**.

2. **Membership Application Process**. SporkDAO Community Membership is open to all natural persons aged 18 and over who submit an application in the form prescribed by the Board of Stewards (the "**SporkDAO Board**") in accordance with the SporkDAO Bylaws at the time of application. Membership applications are considered approved unless expressly denied based on criteria established by the SporkDAO Board.

3. **Membership Eligibility.** If you're not planning on attending the current year Event, you may be eligible to join SporkDAO based on prior ETHDenver attendance. If you are unable to attend ETHDenver 2024, please email support@ethdenver.com and provide proof of attendance of a prior ETHDenver event.

4. **Membership Status; Termination**. The requirements to maintain "active" membership status and the conditions for automatic membership termination are detailed in SporkDAO's Bylaws and Articles of Organization.

5. **Membership Agreement**. SporkDAO Community Members are required to execute a membership agreement ("**Membership Agreement**"). The Membership Agreement is annexed below.

6. **Review Terms of Service; Privacy Policy**. You are advised to read the Terms of Service and Privacy Policy, which can be found at the provided links.

SPORKDAO LCA
COMMUNITY MEMBER
MEMBERSHIP AGREEMENT

This Community Member Membership Agreement (the "**Agreement**") is made effective as of the signature date below by and between the undersigned individual (the "**Community Member**" or "**Member**"), and SporkDAO LCA, a Colorado public benefit limited cooperative association (the "**Cooperative**"), under which it is hereby agreed as follows:

1. **MEMBERS COVENANTS AND CODE OF CONDUCT.** Member agrees and acknowledges:

1.1. That they have been informed of their right to receive a copy of the Bylaws and the Articles of Organization of the Cooperative prior to executing this Agreement and agree to be bound by their respective provisions.

1.2. That they accept the Terms of Service ("**Event Rules**") of the Cooperative's sanctioned events, including ETHDenver.

1.3. Currently, there is no fee to join the Cooperative as a Community Member. However, should this change in the future, this will not affect existing Members in good standing.

1.4. The Member is required to stake one (1) $SPORK token via the membership application to be accepted as a Member of the Cooperative. $SPORK is a unit of account to measure and reward patronage activity in the Cooperative. Upon acceptance into the Cooperative, you will hold one (1) membership unit or interest in the Cooperative ("**Membership Unit**").

1.5. That the Member is required to remain in good standing with the Cooperative as a condition to their membership in the Cooperative, and failure to do so will result in termination of the Member's membership rights.

1.6. That the Member shall not use $SPORK tokens in any way opposed to or in violation of the Cooperative's policies and procedures or applicable law.

1.7. A Member in good standing will:

a. vote on matters that they are eligible to vote on pursuant to the Cooperative's Bylaws, if any;
b. strive to maintain and support the mission of the Cooperative and its surrounding community;
c. contribute and share ideas with the community;
d. read communications from the Cooperative, and

e. maintain Member's current address and contact information on file with the Cooperative.

1.8. Member recognizes the unique and important position they hold as a patron-member-owner of the Cooperative and will: strive to maintain and support the mission of the Cooperative and its surrounding community; carry and represent themselves and the Cooperative with fairness and respect, both within and external to the community; and adhere to the Cooperative's rules, guidelines, policies and code of conduct, as applicable.

2. **PATRONIZING THE COOPERATIVE AND PATRONAGE DISTRIBUTIONS**.

2.1. Member will be deemed to patronize the Cooperative by:

a. Attending or having had previously attended ETHDenver and any other Cooperative sanctioned events;
b. Purchasing products, including swag, merch or NFTs, and other products or services from the Cooperative;
c. Participating in Cooperative programs and events, such as the annual ETHDenver BUIDLathon;
d. Participating and/or having previously participated in events organized by or connected to the Cooperative, including ETHDenver, as content producer, speaker, content consumer, steward, sponsor, volunteer, judge, mentor, or in any other capacity acceptable by the Cooperative through the policies adopted by the SporkDAO Board; and,
e. Making grants to Bufficorn Ventures or the ColoradoJam Incubator.

2.2. The SporkDAO Board shall, pursuant to its powers under the Bylaws, determine the precise methodology by which Member's patronage shall be calculated and allocated. Patronage dividends are allocated on an Event Year basis in proportion to the Member's patronage activity with, through and of the Cooperative's products and services, including all activities listed in Section 2.1. Event Years start each year June 1 and end May 31st of the following year.

2.3. Each individual who becomes a Member agrees to take into account on their income tax return any patronage dividends which are made in "qualified written notices of allocation" (as defined in Section 1388 of the Internal Revenue Code of 1986, as amended, or any successor thereto (the "**Code**")) at their stated dollar amounts in the manner provided in Section 1385(a) of the Code, in the taxable year in which the Member receives the qualified written notices of allocation.

2.4. Each Member shall be solely responsible for any tax liability incurred as a result of patronage distributions from the Cooperative. Each Member shall indemnify and forever hold harmless the Cooperative from any claims of any kind arising out of their patronage distributions or their purchase or holding of Membership Units in the Cooperative.

2.5. If the Member owes any debt to the Cooperative at any time, the Cooperative shall have a first lien upon and a right of set-off against Member's capital account in the Cooperative and any patronage dividends which accrue to the account of or become distributable to the Member.

3. **CONFIDENTIAL INFORMATION**. Without limiting the confidentiality provisions set forth in the Bylaws, all information relating to, but not limited to, membership, fees, financial performance or projections, products or services, trade secrets, correspondence and all other Cooperative documents and information furnished to the Member by the Cooperative ("**Confidential Information**") will be kept in strict confidence, and upon termination of the membership privileges in the Cooperative Member shall immediately return to the Cooperative or its agent all such documents which had been provided by the Cooperative to Member; provided that the requirement to maintain confidentiality of the Confidential Information shall continue following the termination of the membership and this Agreement. The Member shall have no right to use the Confidential Information without the prior written consent of the Cooperative.

4. **INDEMNIFICATION**. Member hereby agrees to indemnify and hold harmless the Cooperative and its officers, stewards (directors), members, contributors, employees, contractors, consultants, representatives, and agents from and against any and all causes of action, charges, claims, damages, demands, liabilities, losses, obligations, penalties and other recoveries and any and all related costs and expenses (including, without limitation, reasonable attorneys' fees and costs) arising, directly or indirectly, from: i) any misrepresentation made by Member herein, ii) any breach by Member of the representations and warranties made by Member herein, iii) any failure by Member to fulfill any of Member's covenants set forth herein, iv) for any negligent act or omission by the Member at any time arising out of Member's membership in the Cooperative, including, but not limited to third party actions for injury or death and regardless of any collateral or contributing factors on the part of anyone, or v) any resale, transfer or other distribution of the Member's membership units or $SPORK tokens in violation of this Agreement, the Cooperative's Bylaws or applicable law.

5. **LIMITATION OF LIABILITY**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COOPERATIVE SHALL NOT BE LIABLE IN ANY WAY AND BY ANY THEORY FOR CLAIMS, LOSSES, DAMAGES OR BREACHES ARISING IN CONNECTION WITH MEMBER OR A THIRD PARTY'S USE OF MEMBER PROVIDED INFORMATION TO THE EXTENT OUTSIDE THE REASONABLE CONTROL OF THE COOPERATIVE. FURTHER, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COOPERATIVE DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY INJURY, LOSS, OR CLAIM, OR ANY DIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING FROM OR IN ANY WAY CONNECTED WITH MEMBER'S MEMBERSHIP IN THE COOPERATIVE, OR ANY OF ITS SERVICES OR THOSE OFFERED THROUGH THE COOPERATIVE BY THIRD PARTIES, EVEN IF MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES. IN NO EVENT SHALL THE COOPERATIVE'S TOTAL LIABILITY TO MEMBER FOR ALL DAMAGES, CAUSES OR CAUSES OF ACTION (WHETHER SOUNDING IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ARISING FROM MEMBER'S MEMBERSHIP IN THE COOPERATIVE EXCEED THE LESSER OF MEMBER'S MEMBERSHIP UNIT PRICE PLUS ANY DECLARED BUT UNDISTRIBUTED PATRONAGE DIVIDENDS OR $500.

6. **FORBIDDEN ACTS.** No Member shall:

6.1. Have the right or authority to bind or obligate the Cooperative to any extent whatsoever.

6.2. Without the unanimous consent of the SporkDAO Board, assign, transfer, pledge, mortgage or sell all or partial of their interest in the Cooperative to any other member or other person whomsoever, or enter into any agreement as the result of which any person or persons not a member shall become interested with them in the Cooperative.

6.3. Use the Cooperative name, credit or property for other than the Cooperative's purposes.

6.4. Do any act detrimental to the interests of the Cooperative or which would make it impossible to carry on the business or affairs of the Cooperative.

7. **MISCELLANEOUS PROVISIONS.**

7.1. This Membership Agreement incorporates the Cooperative's Articles of Organization, Bylaws, and Event Rules, as may be amended from time, a copy of which is available upon request, and which the Member acknowledges having received, understood and accepted. In the event of a conflict, the Bylaws shall prevail. Further, the Articles and Bylaws of the Cooperative shall at all times be interpreted to be consistent with the provisions of this Membership Agreement and shall take precedence over this Membership Agreement.

7.2. The term of this Membership Agreement shall be governed by the Bylaws' provisions governing withdrawal and termination of membership. Violation of this Agreement in any material respect by Member, or violation of the terms and conditions of the Bylaws of the Cooperative, will be grounds for the SporkDAO Board to terminate Member's membership in the Cooperative.

7.3. All persons bound by or subject to this Membership Agreement, their heirs, legal representatives, successors, and assigns, shall execute and deliver any and all documents or legal instruments necessary to carry out the provisions of this Membership Agreement.

7.4. Any failure by a party hereto to comply with any obligation, agreement or condition herein may be expressly waived, but such waiver or failure to insist upon strict compliance with such obligation, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

7.5. The Member's interest in the Cooperative and rights acquired as a result of becoming a member in the Cooperative are not deemed to be a security under the Securities Act of 1933 and are exempt from registration under Colo. Rev. Stat. Section 7-55-115. As such, no aspect of this Agreement or the transactions contemplated hereby have been reviewed, passed over, or approved by a securities regulator.

7.6. This Membership Agreement, along with all schedules, exhibits, the Articles of Organization, the Bylaws and the Event Rules sets forth the entire agreement among the parties hereto with respect to its subject matter. It supersedes all prior negotiations or agreements among any of the parties with respect to the subject matter hereof, whether written or oral. No provision of this Membership Agreement shall be altered, amended, or revoked except by an instrument in writing signed by the SporkDAO Board, or its authorized representatives.

7.7. Member may not transfer or assign their interest or rights in this Membership Agreement, except as provided in the Bylaws. This Membership Agreement will be binding on the parties and their heirs, successors and assigns. Member acknowledges and agrees that its membership in the Cooperative and the Membership Unit are not transferable without the prior written consent of the SporkDAO Board.

7.8. The laws of the State of Colorado will govern this Agreement, and venue for enforcement of this Agreement will be in Denver, Colorado.

7.9. Member and the Cooperative agree to submit and resolve any dispute arising out of this Membership Agreement, any other agreements between the Member and the Cooperative, by referring such dispute to binding arbitration in accordance with the provisions of the Bylaws, as amended from time to time.

7.10. The SporkDAO Board or an authorized representative or delegate (including any committee thereof) will have all necessary powers and authority to administer and enforce the terms of this Membership Agreement, to the extent not inconsistent with the Bylaws.

The Community Member has caused this Membership Agreement to be executed on the date indicated below, effective as of the date indicated above. The undersigned has received current copies of the provisions of this Membership Agreement, the Articles of Organization and the Bylaws. Their signature on this page shall show their understanding and affirmation of them.

BY CLICKING AGREE AND CONTINUE, THE UNDERSIGNED AGREES THAT THEY HAVE READ AND AGREES TO BE BOUND BY THE TERMS OF THIS MEMBERSHIP AGREEMENT.