

**OPERATING AGREEMENT
OF
LOCKITIN PROTOCOL DAO LLC**

A Wyoming Decentralized Autonomous Organization Limited Liability Company

This Operating Agreement (this "Agreement") of LockItIn Protocol DAO LLC, a Wyoming decentralized autonomous organization limited liability company (the "DAO" or the "Company"), is entered into and effective as of December 15, 2025 (the "Effective Date"), by and among the Members (as defined herein).

**IMPORTANT NOTICE
PURSUANT TO W.S. 17-31-104**

THE RIGHTS OF MEMBERS IN A DECENTRALIZED AUTONOMOUS ORGANIZATION MAY DIFFER MATERIALLY FROM THE RIGHTS OF MEMBERS IN OTHER LIMITED LIABILITY COMPANIES. THE WYOMING DECENTRALIZED AUTONOMOUS ORGANIZATION SUPPLEMENT, UNDERLYING SMART CONTRACTS, ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT, IF APPLICABLE, OF A DECENTRALIZED AUTONOMOUS ORGANIZATION MAY DEFINE, REDUCE OR ELIMINATE FIDUCIARY DUTIES AND MAY RESTRICT TRANSFER OF OWNERSHIP INTERESTS, WITHDRAWAL OR RESIGNATION FROM THE DECENTRALIZED AUTONOMOUS ORGANIZATION, RETURN OF CAPITAL CONTRIBUTIONS AND DISSOLUTION OF THE DECENTRALIZED AUTONOMOUS ORGANIZATION.

RECITALS

WHEREAS, the Company was organized as a Wyoming decentralized autonomous organization limited liability company by filing Articles of Organization with the Wyoming Secretary of State on December 15, 2025 (Filing ID: 2025-001842072);

WHEREAS, the Company is organized as a software governance association dedicated to the development, maintenance, and governance of open-source blockchain infrastructure for peer-to-peer informational commitments;

WHEREAS, the Company is algorithmically managed through smart contracts deployed on Base blockchain (Chain ID: 8453), which serve as the Company's publicly available identifier pursuant to W.S. 17-31-106(b);

WHEREAS, membership in and governance of the Company is determined by holdings of the LOCKIT governance token, an ERC-20 token with EIP-5805 voting capabilities;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

ARTICLE 1 - DEFINITIONS

"Articles of Organization" means the Articles of Organization of the Company filed with the Wyoming Secretary of State, as amended from time to time.

"Base Blockchain" means the Ethereum Layer 2 blockchain network identified by Chain ID 8453.

"Contract Registry" means the Company's publicly accessible registry of the current smart contract addresses for the Protocol and related infrastructure, initially located at <https://lockitindao.org/contracts>, as such location may be updated from time to time by Proposal.

"Effective Date" means December 15, 2025, the date the Articles of Organization were filed with the Wyoming Secretary of State.

"Governance Contracts" means, collectively, the Governor Contract, Timelock Contract, and LOCKIT Token Contract deployed on Base Blockchain.

"Governor Contract" means the OpenZeppelin Governor smart contract deployed at address 0x0C60e429900Aa91995c337772Ca6711a6CA699D4 on Base Blockchain.

"LOCKIT" or "LOCKIT Token" means the ERC-20 governance token deployed at address 0x309456d4F1e321dCdf9a8f9245bC660bBA3f30A0 on Base Blockchain, having a fixed total supply of 1,000,000,000 tokens.

"Member" means any Person holding LOCKIT Tokens who has delegated voting power (including self-delegation), thereby acquiring voting rights in the Company.

"Membership Interest" means a Member's rights in the Company, including voting rights, rights to information, and any rights to distributions, as determined by such Member's LOCKIT Token holdings and delegation status.

"Person" means any individual, corporation, partnership, limited liability company, trust, decentralized autonomous organization, smart contract, or other entity.

"Proposal" means a governance proposal submitted to the Governor Contract in accordance with the governance parameters set forth herein.

"Protocol" means the LockItIn Protocol smart contracts deployed on Base Blockchain (Chain ID: 8453) that enable peer-to-peer informational commitments, including any successor deployments, versions, or migrations authorized through the governance process. The then-current address(es) of the primary Protocol contract(s) are set forth in the Contract Registry.

"Quorum" means the minimum voting power required for a Proposal to be valid, as specified in Article 5.

"Smart Contract" means self-executing code deployed on a blockchain that automatically enforces the terms encoded therein.

"Timelock Contract" means the TimelockController smart contract deployed at address 0x10DD0b5A0E79a5399AE8d8DD6f3562250696112F on Base Blockchain.

"Treasury" means LOCKIT Tokens and other digital assets held by or for the benefit of the Company, including tokens held by the Timelock Contract and vesting contracts.

"Voting Power" means the governance weight of a Member as determined by delegated LOCKIT Token holdings at the time of Proposal creation, as recorded by the LOCKIT Token Contract's checkpoint mechanism.

"Wyoming DAO Supplement" means the Wyoming Decentralized Autonomous Organization Supplement, W.S. 17-31-101 through 17-31-116.

ARTICLE 2 - ORGANIZATION

2.1 Formation

The Company was formed as a Wyoming decentralized autonomous organization limited liability company pursuant to the Wyoming Limited Liability Company Act (W.S. 17-29-101 et seq.) and the Wyoming DAO Supplement (W.S. 17-31-101 et seq.) upon the filing of the Articles of Organization with the Wyoming Secretary of State on December 15, 2025.

2.2 Name

The name of the Company is "LockItIn Protocol DAO LLC." The Company may conduct business under such name or any assumed name approved by the Members through the governance process.

2.3 Registered Office and Agent

The registered office of the Company in Wyoming is located at 30 N Gould St, Ste N, Sheridan, WY 82801. The registered agent at such address is Northwest Registered Agent Service Inc. The registered office and agent may be changed by the Members through the governance process.

2.4 Principal Office

The principal office of the Company is located at 30 N Gould St, Ste N, Sheridan, WY 82801. The Company may have such other offices as the Members may designate through the governance process.

2.5 Purpose

The purpose of the Company is to:

- (a) Develop, maintain, and govern the Protocol and related open-source blockchain infrastructure;
- (b) Manage the Treasury for the benefit of the Company and its Members;
- (c) Enter into agreements and engage service providers as necessary for the Company's operations;
- (d) Engage in any lawful activity for which a decentralized autonomous organization limited liability company may be organized under the laws of the State of Wyoming.

2.6 Term

The Company shall have perpetual existence unless dissolved in accordance with Article 10.

2.7 Public Identifier

Pursuant to W.S. 17-31-106(b), the Company's publicly available identifier is the Governance Contracts deployed on Base Blockchain at the following addresses:

Contract	Address
Governor	0x0C60e429900Aa91995c337772Ca6711a6CA699D4
Timelock	0x10DD0b5A0E79a5399AE8d8DD6f3562250696112F
LOCKIT Token	0x309456d4F1e321dCdf9a8f9245bC660bBA3f30A0

ARTICLE 3 - MEMBERSHIP

3.1 Members

Membership in the Company is determined automatically by on-chain LOCKIT Token holdings and delegation status. Any Person holding LOCKIT Tokens who has delegated voting power (including self-delegation) is a Member of the Company without any further action required.

3.2 Membership Interests

Membership Interests in the Company are represented by LOCKIT Token holdings. A Member's proportionate interest in the Company equals such Member's Voting Power divided by the total delegated Voting Power at any given time.

3.3 Automatic Delegation

The LOCKIT Token Contract includes an automatic self-delegation feature that activates upon a Person's first receipt of LOCKIT Tokens. This automatic delegation confers Membership status without requiring a separate transaction.

3.4 Transfer of Membership Interests

Membership Interests are freely transferable through transfer of LOCKIT Tokens on Base Blockchain. No approval from the Company or other Members is required for such transfers. Upon transfer of all of a Member's LOCKIT Tokens, such Person's Membership in the Company terminates automatically.

3.5 No Certificates

Membership Interests are not certificated. Evidence of Membership is maintained on Base Blockchain through the LOCKIT Token Contract's balance and delegation records.

3.6 Withdrawal

A Member may withdraw from the Company at any time by transferring or disposing of all of such Member's LOCKIT Tokens. Withdrawal does not entitle a Member to any distribution or return of capital except as may be approved by Proposal.

ARTICLE 4 - LOCKIT TOKEN

4.1 Token Specifications

The LOCKIT Token is an ERC-20 token with EIP-2612 permit and EIP-5805 voting capabilities deployed on Base Blockchain. The token has the following specifications:

Parameter	Value
Name	LockItIn
Symbol	LOCKIT
Total Supply	1,000,000,000 (fixed, no minting capability)
Decimals	18
Contract Address	0x309456d4F1e321dCdf9a8f9245bC660bBA3f30A0
Clock Mode	Timestamp (L2 compatible)

4.2 Token Allocation

The total supply of LOCKIT Tokens is allocated as follows:

Allocation	Percentage	Tokens	Vesting
Token Sale	50%	500,000,000	Immediate at TGE
Liquidity Pool	5%	50,000,000	Burned (permanent)
Founder Immediate	1%	10,000,000	Immediate at TGE
Founder Vesting	4%	40,000,000	Linear over 2,777 days
DAO Treasury Immediate	5%	50,000,000	Immediate at TGE
DAO Treasury Vesting	35%	350,000,000	Linear over 4,356 days

4.3 Vesting Contracts

Vesting allocations are held by the following LinearVesting smart contracts:

Allocation	Contract Address	Beneficiary
Founder	0x07555F41D663c84445D3F23b07D086eCAC0Cf387	Founder Wallet
DAO Treasury	0x13a35CE0F81cd1722157d7949742c2782cb15E4F	Timelock Contract

4.4 No Additional Issuance

The LOCKIT Token Contract contains no minting function. The total supply is permanently fixed at 1,000,000,000 tokens and cannot be increased by any means.

4.5 Governance Rights Only

LOCKIT Tokens represent governance rights in the Company only. LOCKIT Tokens do not represent equity, a claim to profits, a security, or any right to redemption for any asset. The value of LOCKIT Tokens may decline to zero.

ARTICLE 5 - GOVERNANCE AND VOTING

5.1 Algorithmic Management

Pursuant to W.S. 17-31-105, the Company is algorithmically managed through the Governance Contracts. All governance actions must be submitted as Proposals to the Governor Contract and, if approved, executed through the Timelock Contract.

5.2 Governance Parameters

The Governor Contract implements the following governance parameters:

Parameter	Value
Voting Delay	1 day (86,400 seconds)
Voting Period	1 week (604,800 seconds)
Proposal Threshold	0 (any token holder may propose)
Quorum	1.2% of total supply (12,000,000 votes)
Timelock Delay	2 days (172,800 seconds)

5.3 Proposal Lifecycle

Proposals follow the following lifecycle:

- (a) **Creation:** Any Member may create a Proposal by calling the propose() function on the Governor Contract.
- (b) **Voting Delay:** A 1-day waiting period during which Members may prepare to vote.
- (c) **Voting Period:** Members vote For, Against, or Abstain during a 1-week voting period.
- (d) **Queue:** If approved (more For votes than Against and Quorum met), the Proposal is queued in the Timelock Contract.
- (e) **Timelock Delay:** A 2-day delay before execution, allowing Members to react to the pending action.
- (f) **Execution:** Any Person may execute the Proposal after the timelock delay expires.

5.4 Voting Power

A Member's Voting Power is determined by the Member's delegated LOCKIT Token balance at the timestamp when a Proposal is created. The LOCKIT Token Contract uses timestamp-based checkpoints for L2 compatibility.

5.5 Delegation

Members may delegate their Voting Power to any address, including themselves. Delegation does not transfer ownership of LOCKIT Tokens. A Member may change delegation at any time, but such change only affects Proposals created after the delegation change.

5.6 No Administrative Override

The Governance Contracts have no administrative keys, owner functions, or upgrade mechanisms. The only means of modifying the Protocol or Company operations is through the Proposal process described herein.

5.7 Off-Chain Coordination

Members may coordinate off-chain through forums, discussion boards, temperature checks, or other means. Such off-chain coordination is advisory only and does not bind the Company unless and until implemented through an on-chain Proposal.

ARTICLE 6 - TREASURY AND DISTRIBUTIONS

6.1 Treasury Assets

The Treasury consists of:

- (a) LOCKIT Tokens held by the Timelock Contract (immediate allocation);
- (b) LOCKIT Tokens vesting to the Timelock Contract through the DAO Treasury Vesting Contract;
- (c) Protocol fees collected and directed to the Timelock Contract;
- (d) Any other digital assets transferred to or held for the benefit of the Company.

6.2 Treasury Management

All Treasury disbursements require approval through the Proposal process. The Timelock Contract is the sole custodian of Treasury assets and can only disburse assets pursuant to executed Proposals. For avoidance of doubt, the Compliance Budget, Development Services, and Infrastructure Budget wallets disclosed in Schedule A are not controlled by the Governor Contract or Timelock Contract and are administered by LockIt Labs LLC (or other designated service providers) pursuant to approved service agreements (including the Labs Services Agreement).

6.3 Distributions

The Company does not anticipate making distributions to Members. Any distribution would require approval through the Proposal process and would be made pro rata based on LOCKIT Token holdings at a record date specified in the Proposal.

6.4 Protocol Fees

The Protocol collects fees as specified in the Protocol smart contracts. Fee parameters may be adjusted by Proposal within the bounds hardcoded in the then-current Protocol contracts. Protocol fees directed to the Treasury are assets of the Company.

ARTICLE 7 - SERVICE AGREEMENTS

7.1 Authority to Engage Service Providers

The Company may engage service providers, contractors, and other third parties to provide services for the benefit of the Company. Such engagements must be approved through the Proposal process.

7.2 LockIt Labs Services Agreement

The Company has entered into a Services Agreement with LockIt Labs LLC, a Wyoming limited liability company, effective December 31, 2025 (the "Labs Services Agreement"). The Labs Services Agreement provides for:

- (a) Hosting and maintenance of the Reference Explorer and DAO website;
- (b) API credit management for Protocol oracle operations;
- (c) Submission of contract parameter changes as directed by governance;
- (d) Development of specified deliverables;
- (e) Management of Compliance Budget and Infrastructure Budget.

7.3 Related Party Disclosure

The founder of the Company is also affiliated with LockIt Labs LLC. This relationship is disclosed in Section 15.9 of the Labs Services Agreement. The Labs Services Agreement was approved prior to the opening of the Token Sale and is disclosed to all Token Sale participants.

7.4 Termination and Modification

The Labs Services Agreement may be terminated or modified by Proposal in accordance with its terms and the governance process set forth herein.

7.5 Authorized Representatives

To the extent the Company must take off-chain actions (including executing contracts, engaging service providers, opening accounts, making regulatory or tax filings, or responding to lawful requests), the Company may, by Proposal, designate one or more Authorized Representatives to act on behalf of the Company for such limited purposes. Any such Authorized Representative shall act subject to the scope, limitations, and reporting requirements set forth in the approving Proposal, and shall have no authority to modify or bypass the Governance Contracts except through the governance process described in this Agreement.

ARTICLE 8 - LIMITATION OF LIABILITY AND FIDUCIARY DUTIES

8.1 Limitation of Liability

To the fullest extent permitted by the Wyoming Limited Liability Company Act and the Wyoming DAO Supplement:

- (a) No Member shall be personally liable for the debts, obligations, or liabilities of the Company;
- (b) No Member shall be liable to the Company or other Members for any action taken or omitted in good faith reliance on the Governance Contracts;
- (c) No Member shall be liable for the acts or omissions of any other Member or any smart contract.

8.2 Fiduciary Duties

Pursuant to W.S. 17-31-105(d), the fiduciary duties of Members are defined and limited as follows:

- (a) Members have no duty to the Company or other Members except as expressly set forth in this Agreement or the Governance Contracts;
- (b) Members may vote their Voting Power in their own interest without regard to the interests of the Company or other Members;
- (c) No Member owes a duty of loyalty, duty of care, or any other fiduciary duty to the Company or other Members by virtue of Membership alone;
- (d) The duty of good faith and fair dealing may not be eliminated but is limited to compliance with the terms of this Agreement and the Governance Contracts.

8.3 Smart Contract Reliance

Members acknowledge and agree that reliance on the Governance Contracts and Protocol smart contracts is reasonable and that no Member shall be liable for losses resulting from smart contract bugs, exploits, or blockchain network failures, provided such Member did not act with actual fraud or willful misconduct.

8.4 Indemnification

The Company shall indemnify any Member against all losses, damages, and expenses (including reasonable attorneys' fees) arising from such Member's good faith participation in Company governance, provided such Member did not act with actual fraud or willful misconduct.

ARTICLE 9 - BOOKS AND RECORDS

9.1 On-Chain Records

The primary books and records of the Company are maintained on Base Blockchain and include:

- (e) The Governance Contracts and their transaction history;
- (f) The Protocol smart contracts and their transaction history;
- (g) LOCKIT Token balances, transfers, and delegation records;
- (h) All Proposals and their voting records.

9.2 Off-Chain Records

The Company shall maintain off-chain records as required by applicable law, including the Articles of Organization, this Agreement, and any amendments thereto.

9.3 Member Access

All Members have access to on-chain records through any Base Blockchain block explorer or node. Off-chain records shall be made available upon reasonable request.

ARTICLE 10 - DISSOLUTION

10.1 Events of Dissolution

The Company shall be dissolved upon:

- (g) Approval of a dissolution Proposal by the Members;
- (h) Entry of a decree of judicial dissolution under W.S. 17-29-702;
- (i) Administrative dissolution under W.S. 17-29-705.

10.2 Winding Up

Upon dissolution, the Company's affairs shall be wound up by a Person designated in the dissolution Proposal or, if none, by a Person designated by Proposal. The winding up shall include:

- (e) Payment or adequate provision for payment of all Company obligations;
- (f) Distribution of remaining assets to Members pro rata based on LOCKIT Token holdings.

10.3 Articles of Dissolution

Upon completion of winding up, the Person responsible for winding up shall file Articles of Dissolution with the Wyoming Secretary of State.

ARTICLE 11 - AMENDMENTS

11.1 Amendment by Proposal

This Agreement may be amended by Proposal approved and executed through the Governance Contracts. Any such amendment shall be effective upon execution of the Proposal.

11.2 No Unilateral Amendment

No Member or other Person may unilaterally amend this Agreement. Amendments are effective only when approved through the governance process.

11.3 Smart Contract Amendments

Amendments to the Governance Contracts or Protocol smart contracts require deployment of new smart contracts and migration through the governance process, as the deployed contracts are immutable.

ARTICLE 12 - MISCELLANEOUS

12.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, including the Wyoming Limited Liability Company Act and the Wyoming DAO Supplement, without regard to conflicts of law principles.

12.2 Dispute Resolution

Any dispute arising under this Agreement shall be resolved by binding arbitration administered by JAMS in accordance with its Comprehensive Arbitration Rules. The arbitration shall be conducted in English, and judgment on the award may be entered in any court having jurisdiction.

12.3 Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12.4 Entire Agreement

This Agreement, together with the Articles of Organization and the Governance Contracts, constitutes the entire agreement among the Members with respect to the subject matter hereof.

12.5 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Company and its Members. Nothing herein shall create any third-party beneficiary rights.

12.6 Notices

Notices to the Company shall be sent to: LockItIn Protocol DAO LLC, 30 N Gould St, Ste N, Sheridan, WY 82801, Email: dao@lockitin.xyz. Notices to Members shall be posted on the DAO website or through other reasonable means of electronic communication.

12.7 Waiver

No waiver of any provision of this Agreement shall be effective unless approved by Proposal. Failure to enforce any provision shall not constitute a waiver of future enforcement.

12.8 Construction

The terms of this Agreement shall be construed in accordance with the terms of the Governance Contracts. In the event of any conflict between this Agreement and the Governance Contracts, the Governance Contracts shall control to the extent such conflict relates to on-chain governance operations.

EFFECTIVENESS

This Agreement is effective as of the Effective Date. By holding LOCKIT Tokens and delegating voting power, each Member agrees to be bound by the terms of this Agreement.

This Agreement is not separately executed by Members. Membership and acceptance of this Agreement occurs automatically upon acquiring LOCKIT Tokens and delegating voting power as described in Article 3.

ADOPTED as of December 15, 2025.

LOCKITIN PROTOCOL DAO LLC

A Wyoming Decentralized Autonomous Organization Limited Liability Company

SCHEDULE A **SMART CONTRACT ADDRESSES**

The following smart contracts are deployed on Base Blockchain (Chain ID: 8453) and form the on-chain infrastructure of the Company. For avoidance of doubt, the Governance Infrastructure addresses constitute the Company's publicly available identifier under W.S. 17-31-106(b). The Protocol Infrastructure and other addresses are provided for convenience and may change from time to time; the Contract Registry is authoritative for current deployments.

Governance Infrastructure

Contract	Address
LOCKIT Token	0x309456d4F1e321dCdf9a8f9245bC660bBA3f30A0
Governor	0x0C60e429900Aa91995c337772Ca6711a6CA699D4
Timelock	0x10DD0b5A0E79a5399AE8d8DD6f3562250696112F

Protocol Infrastructure

Contract	Address
LockItIn Protocol	0x6481788503af7408a4229725803c053576566fD2
LaunchVault	0xE49bB5d26bad732534e0122EbceaBa3486cC94c5

Vesting Contracts

Allocation	Address	Duration
Founder Vesting	0x07555F41D663c84445D3F23b07D086eCAC0Cf387	2,777 days
DAO Vesting	0x13a35CE0F81cd1722157d7949742c2782cb15E4F	4,356 days

Operational Wallets

Purpose	Address	Allocation
Founder Wallet	0x0FC7A8eBe26863Ba9509a56083da61CEa3680eeC	1% immediate
Compliance Budget	0xB05d31ef39A02483F935D5619eF1CFe16a5f9b3A	\$250,000 USDC
Development	0x0648428b940A543f223c414ecFeCA14881ab7873	\$125,000 USDC
Infrastructure	0x41b95Ce55A0713c38418Db67Cb2Dd577aFe15b9c	\$75,000 USDC

All contracts are verified and publicly viewable on Basescan (<https://basescan.org>).

[END OF OPERATING AGREEMENT]