

# DAOPAYMENTS FOUNDERS' AGREEMENT

**Effective Date:** The date of registration of this document in a decentralized storage system and its confirmation by the signatures of the Founders.

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## PREAMBLE & MANIFESTO

We, the undersigned Founders, acting on the basis of our inalienable rights to freedom of association and self-determination as enshrined in international law — particularly Article 20 of the Universal Declaration of Human Rights (UDHR) and Article 22 of the International Covenant on Civil and Political Rights (ICCPR) — hereby establish the decentralized autonomous organization **DAOPAYMENTS** (hereinafter the "DAO").

We explicitly reject the supremacy of any national jurisdiction over the activities carried out within this global digital association. Our alliance is founded on the principles of cryptographic verification, participant sovereignty, and the primacy of code as the main vehicle for the execution of our collective will. This Agreement serves as our foundational social contract, binding upon all Founders.

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## ARTICLE 1. THE PARTIES

### 1.1. Founders

The parties to this Agreement are four (4) Founders, identified solely by their pseudonyms and corresponding cryptographic public keys (wallet addresses), used to interact with the DAO's governance smart contracts:

- **Founder Ronaar:** [ronaar@atomicmail.io](mailto:ronaar@atomicmail.io)  
0x3A6bdB6c44f6f066444DfAF212880efEd3481A8E
- **Founder BodyB:** [bodyb@atomicmail.io](mailto:bodyb@atomicmail.io)  
0xd2003D3fBbC8Ca6813F13675A40Ae618eDBEeE92

- Founder Henry: [henrybillington@atomicmail.io](mailto:henrybillington@atomicmail.io)  
0xf77d00716e7b0919cF1b80B87b9f74d63fED8a9e
- Founder Guerillaz: [vadesoap@atomicmail.io](mailto:vadesoap@atomicmail.io)  
0x78B921Ad8d9e777B3Cfe6938d8e9d93Cf38086a5

## 1.2. Personal Sovereignty & Anonymity

The Founders affirm their right to anonymity as a core element of freedom of association in the digital realm. No Founder is required to disclose their real-world identity in order to enter into or perform under this Agreement.

## 1.3. Non-Disclosure Obligation

The Founders undertake not to attempt de-anonymization of any other Founder through legal, technical, or social means. This obligation is perpetual and unconditional. Any request from third parties — including government authorities or courts of any national jurisdiction — for disclosure of Founders' identities shall be rejected as contrary to the foundational principles of the DAO.

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# ARTICLE 2. PURPOSE OF THE AGREEMENT

## 2.1. DAO Formation

The primary purpose of this Agreement is to formalize the Founders' intent to establish and launch **DAOPAYMENTS**.

## 2.2. DAO Mission

DAOPAYMENTS is created as a decentralized, autonomous, and international organization serving as a technological aggregator to facilitate integrations between Payment Service Providers (PSPs) and Merchants.

## 2.3. Activity Limitations

The Founders confirm and agree that the DAO:

- **Does NOT** process or utilize fiat payments between Merchants and their customers.

- **Is NOT** a financial institution, payment system operator, or virtual asset service provider (VASP).
  - **Provides** software infrastructure only (APIs, SDKs, smart contracts) to automate inter-party connections.
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## **ARTICLE 3. DAO GOVERNANCE**

### **3.1. Governance Share Distribution**

Each of the four Founders holds an equal governance share, representing 25% of the total voting power.

### **3.2. Decision-Making**

Core decisions related to the DAO's operations shall be made through on-chain voting by the Founders. A decision is deemed approved when no fewer than three (3) out of the four (4) Founders vote in favor (75% quorum).

### **3.3. Key Decisions**

The following, among others, require a 3-of-4 vote:

- Amendments to the DAO Charter
- Approval or removal of PSPs in the integration registry
- Authorization of any DAO Treasury expenditures
- Entering agreements with external agents or representatives
- Amendments to this Founders' Agreement

### **3.4. On-Chain Recordkeeping**

All votes and resolutions must be immutably recorded on-chain via the DAO's governance smart contract. Such records serve as irrefutable proof of Founders' intent.

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## **ARTICLE 4. DAO POWERS & REPRESENTATION**

### **4.1. DAO Legal Capacity**

The Founders delegate to the DAO the authority to act as an independent entity and to enter into agreements with third parties (Merchants, PSPs, developers) within the scope of its mission as defined in the Charter.

### **4.2. External Agents**

By Founders' resolution (as per Article 3.2), the DAO may appoint external agents (natural or legal persons) to interface with the traditional legal system or execute contracts, as needed to pursue the DAO's goals. The identities of the Founders remain confidential in such cases.

### **4.3. No Unauthorized Representation**

No Founder may represent, negotiate, or commit the DAO without a formal mandate resulting from on-chain voting. Actions taken in violation of this provision are considered the personal responsibility of the acting Founder and do not bind the DAO or the other Founders.

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## **ARTICLE 5. FUNDING & LIABILITY**

### **5.1. Treasury Formation**

The DAO's initial capital (Treasury) is composed of voluntary contributions by the Founders in cryptocurrency, transferred to the on-chain address of the DAO Treasury.

### **5.2. Limited Liability**

Each Founder's liability in relation to the DAO's obligations is strictly limited to their personal contribution to the Treasury. Founders bear no personal liability for DAO debts or obligations beyond this. The DAO itself is liable only to the extent of its on-chain Treasury assets.

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## **ARTICLE 6. EXIT & TRANSFER MECHANISM**

### **6.1. Exit Procedure**

Any Founder wishing to exit the DAO must notify the other Founders via on-chain message or an agreed-upon encrypted communication channel. The terms of buyout or cancellation of their share shall be determined by a separate vote of the remaining Founders.

## **6.2. Transfer of Rights**

The transfer of any governance share or Founder's rights to a third party (new Founder) is only permitted with **unanimous consent** of all four (4) Founders, confirmed via on-chain vote.

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# **ARTICLE 7. DISPUTE RESOLUTION**

## **7.1. Exclusive Jurisdiction**

All disputes, disagreements, or claims arising out of or relating to this Agreement shall be resolved exclusively through decentralized arbitration or other non-judicial conflict resolution mechanisms.

## **7.2. Arbitration Platform**

The default arbitration platform shall be one mutually agreed upon by the Founders.

## **7.3. Waiver of National Courts**

The Founders hereby unconditionally and irrevocably waive any right to bring disputes before national or state courts in any jurisdiction. Decisions of the decentralized arbitration body shall be final and binding on all parties.

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# **ARTICLE 8. FINAL PROVISIONS**

## **8.1. Severability**

If any provision of this Agreement is found invalid by arbitration, the remainder of the Agreement shall remain in full force and effect.

## **8.2. Entry into Force**

This Agreement enters into force upon cryptographic signature by all four Founders via transaction confirming agreement with the document's hash.

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# CRYPTOGRAPHIC ATTESTATION

We, the undersigned, identified solely by our public keys, hereby confirm our full and unconditional acceptance of all provisions of this Agreement.

- **Founder Ronaar:** [ronaar@atomicmail.io](mailto:ronaar@atomicmail.io)  
0x3A6bdB6c44f6f066444DfAF212880efEd3481A8E
- **Founder BodyB:** [bodyb@atomicmail.io](mailto:bodyb@atomicmail.io)  
0xd2003D3fBbC8Ca6813F13675A40Ae618eDBEeE92
- **Founder Henry:** [henrybillington@atomicmail.io](mailto:henrybillington@atomicmail.io)  
0xf77d00716e7b0919cF1b80B87b9f74d63fED8a9e
- **Founder Guerillaz:** [vadesoap@atomicmail.io](mailto:vadesoap@atomicmail.io)  
0x78B921Ad8d9e777B3Cfe6938d8e9d93Cf38086a5