SERVICES AGREEMENT

This Services Agreement (this "***Agreement***") is being entered into by and between the SegCo (referred to in this Agreement only as the "***Company***") and the Founder (the "***Service Provider***").

As a condition of Service Provider becoming or remaining a service provider of the Company and in consideration of Service Provider's receipt of the compensation now and hereafter paid to Service Provider by or on behalf of the Company while associated with the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider agrees to the following:

1. **Relationship.** This Services Agreement will apply to Service Provider's relationship with the Company. Any such relationship between the parties hereto, whether commenced prior to, upon or after the date of this Agreement, is referred to herein as the "***Relationship***."

2. **Role, Operating Agreement, Etc.** Service Provider hereby agrees to act as the Operator of the SegCo. Service Provider hereby adopts the Operating Agreement in the form included herewith as part of the Governance Agreements for the Futarchy Enterprise Founder is launching through the Futarchy Systems and to operate such Futarchy Enterprise entirely through the Company. Founder acknowledges and agrees that the Operating Agreement requires submitting certain decisions related to the conduct of the Futarchy Enterprise to market-based decisionmaking by means of the Futarchy Systems and, without limiting the generality of Founder's other agreements and obligations to comply with the Operating Agreement, agrees to abide by such provisions of the Operating Agreement.

3. **Payment.** In full consideration of Service Provider's timely performance of the duties and services, or delivery of the deliverables, as applicable, set forth on Exhibit A to this Agreement, and provided that Service Provider is not in breach of this Agreement, Company shall pay Service Provider the compensation set forth on Exhibit A in accordance with the compensation schedule set forth on Exhibit A.

4. **Employment Issues.** To the maximum extent permitted by applicable law, **Service Provider will be treated as an independent contractor**, and **not** an employee, of the Company. In the event that the Company determines Service Provider should be classified as an employee of the Company in an applicable jurisdiction (whether on a forward-looking or retroactive basis), Service Provider will fully cooperate with the Company with respect to adhering to all applicable employment rules and regulations with respect to the Relationship, including, if applicable, employment-related withholding taxes and tax reporting by the Company (including payment and withholding of all applicable back-taxes, if required pursuant to a reclassification from independent contractor to employee).

5. **At-Will Relationship.** Service Provider understands and acknowledges that, except as may be otherwise explicitly provided in a separate written agreement between the Company and Service Provider, Service Provider's Relationship with the Company is and shall continue to be at-will, as defined under applicable law, meaning that either Service Provider or the Company may terminate the Relationship at any time for any reason or no reason, without further obligation or liability, other than those provisions of this Agreement that explicitly continue in effect after the termination of the Relationship.

6. **Representations and Covenants.**

(a) Facilitation of Agreement. Service Provider agrees to execute promptly, both during and after the end of the Relationship, any proper oath, and to verify any proper document, required to carry out the terms of this Agreement, upon the Company's written request to do so.

(b) No Conflicts. Service Provider represents that Service Provider's performance of all the terms of this Agreement does not and will not breach any agreement Service Provider has entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by Service Provider in confidence or in trust prior to or during the Relationship. Service Provider will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. Service Provider will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party. Service Provider does not have any agreements (*e.g.,* non-competition agreements, non-solicitation of customers agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.) with a current or former client, employer, or any other person or entity, that may restrict Service Provider's ability to accept a service relationship with the Company or Service Provider's ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict Service Provider's ability to perform Service Provider's duties for the Company or any obligation Service Provider may have to the Company. Service Provider agrees not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

(c) Voluntary Execution. Service Provider certifies and acknowledges that Service Provider has carefully read all of the provisions of this Agreement, that Service Provider understands and has voluntarily accepted such provisions, and that Service Provider will fully and faithfully comply with such provisions.

7. **Miscellaneous.**

(a) Governing Law. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Cayman Islands, without giving effect to the principles of conflict of laws.

(b) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and Service Provider relating to its subject matter and merges all prior discussions between or involving the Company and Service Provider. No amendment to this Agreement will be effective unless in writing signed by both parties to this Agreement. The Company shall not be deemed hereby to have waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of the Company. Any subsequent change or changes in Service Provider's duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(c) Successors and Assigns. This Agreement will be binding upon Service Provider's heirs, executors, administrators and other legal representatives, and Service Provider's successors and assigns, and will be for the benefit of the Company, its successors, and its assigns.

(d) Notices. Any notice, demand or request required or permitted to be given to the Service Provider under this Agreement shall be in writing and shall be deemed sufficient (i) when delivered personally or (ii) 48 hours after being sent by email or direct message or deposited in the mail, with postage prepaid, in each case of the this clause (ii), in accordance with the Founder Contact Details (as they may be updated from time to time by the Service Provider by written notice to the Company's board of directors).

(e) Severability. If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected.

(f) Remedies. Service Provider acknowledges and agrees that violation of this Agreement by Service Provider may cause the Company irreparable harm, and therefore Service Provider agrees that the Company will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security (or, where such a bond or security is required, Service Provider agrees that a $1,000 bond will be adequate), in addition to and without prejudice to any other rights or remedies that the Company may have for a breach of this Agreement.

(g) Advice of Counsel. SERVICE PROVIDER ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SERVICE PROVIDER HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND SERVICE PROVIDER HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.