BYLAWS

Of the Curve Finance eBORG

as adopted on [_____]

PREAMBLE

These Bylaws constitute the official bylaws of the **Curve Finance eBORG**, an exempted limited guarantee Foundation Company incorporated in the Cayman Islands registered and filed as No. [____] on [DATE] with limited liability (the "**BORG**"), duly adopted by the Board of Directors (as defined below) on the date above.

These Bylaws are a legal agreement and contract binding on the BORG Personnel, enforceable in accordance with their terms under the laws of the Cayman Islands. The Board shall require, as a condition precedent to engagement of any BORG Personnel, such BORG Personnel to execute and deliver to the BORG a BORG Participation Agreement (as defined below).

Certain capitalized terms used in these Bylaws are defined on Exhibit A.

BYLAWS

1 BORG OVERVIEW

1.1 General Nature of the BORG as a "cybernetic organization"; Use of Mandatory Autonomous Systems

1.1.1 The BORG is intended to be considered a "cybernetic organization"— a legal entity contractually mandating the use of certain autonomous technology systems (including certain Multisigs) (the "***Mandatory Autonomous Systems***") for the holding or management of certain of the entity's assets or the conduct of the entity's operations, functions, purposes and/or governance, as further prescribed in these Bylaws

1.1.2 The following are the Mandatory Autonomous Systems:

1.1.2.1 The Smart Contract with address 0x34cfac646f301356faa8b21e94227e3583fe3f5f on Ethereum (the "***Security Multisig***").

1.1.2.2 The Smart Contract with address 0x467947EE34aF926cF1DCac093870f613C96B1E0c on Ethereum (the "***Security Multisig Proxy***").

1.2 Permitted Purposes

The permitted purposes of the BORG (the "***Purposes***") are to:

1.2.1 on a purely volunteer *ad hoc*, episodic basis and without obligation or liability for continuity, promptness, or quality of efforts, utilize the Security Multisig's permissions over the Community Autonomous Systems, to prevent, stop, limit, defend against, or mitigate the adverse effects of, any Security Threats (such uses of the Security Multisig, the "***Authorized Uses***");

1.2.2 operate and secure the Security Multisig;

1.2.3 adhere to and enforce the provisions of these Bylaws;

1.2.4 hold and use any Blockchain Tokens lawfully owned by the BORG in support of the upkeep and maintenance of the BORG (including its continued corporate good standing) and the pursuit of the Authorized Uses; and

1.2.5 to do all such other things as are or may be incidental or conducive to any or all of the above-referenced purposes.

"***Security Threats***" means: (a) any actual or reasonably expected, threatened, imminent, pending or ongoing frauds, thefts, misappropriations, extortions, abuses, hacks, attacks, exploits, intrusions, abuses, malicious manipulations, griefings, denials-of-service, or adversarial freezings or impairments, or other similar misconduct against or dysfunction involving any, of the Community Autonomous Systems (or any software or system on which any of the Community Autonomous Systems depends in whole or in part), in each case that could reasonably be expected to result in disruption or impairment of, harm to, misappropriation of other adverse effects on or damage to the Community Autonomous Systems, any Blockchain Tokens created or constituted or held thereby or thereon or under the control or custody thereof, or any members of the Community (collectively, "***Security Incidents***"); and (b) any bugs, defects, or errors in the Community Autonomous Systems (or any software or system on which any of the Community Autonomous Systems depends in whole or in part) that could reasonably be expected to lead to a Security Incident

1.3 Principles

In pursuing the Purposes or otherwise acting in connection with or utilizing any assets of the BORG, the BORG Personnel shall take into account and seek to adhere to the following principles (the "***Principles***"):

1.3.1 The Community Autonomous Systems and their security and utility exist for the benefit of the entire Community and should be fostered and preserved as such by and for the Community. Autonomy and decentralization are core values of the Community, according to which:

 1.3.1.1 the Community Autonomous Systems should be autonomous—i.e., should minimize the need for arbitrary, discretionary or continuous intervention or control by or trust in any particular person or group of extrinsically affiliated or associated persons;

 1.3.1.2 any residual power of persons over the Community Autonomous Systems should be sufficiently decentralized among independent members of the Community who are incentivized to adhere to the Principles in exercising such power; and

 1.3.1.3 the availability and functioning of the Community Autonomous Systems should be neutral and non-discriminatory toward ideological, political, geographical, national, religious, moral, racial, ethnic, gender-based and economic classifications, except to the extent that any of the foregoing are intrinsically incompatible with the other Principles.

1.3.2 To the extent that Community interests are to be considered by the Security Multisig Members in utilizing the Mandatory Autonomous Systems, the interests of the Community shall be weighed by the Security Multisig Members as follows:

 1.3.2.1 To the extent that Community interests are to be considered by the Security Multisig Members in determining whether to "kill" any Curve Liquidity Pool in response to a Security Threat, the financial interests of the Depositors in their Tokens deposited into Curve Liquidity Pools shall be the principal interest of the Community to be considered by the Security Multisig Members, and the other interests of Community members shall be the secondary interests of the Community to be considered by the Security Multisig Members.

 1.3.2.2 To the extent that Community interests are to be considered by the Security Multisig Members in determining whether to "kill" any Curve Liquidity Gauge in response to a Security Threat, the interest of the Community in the security, credibility, consistency, reliability and quality of outcomes of the Community Governance Module shall be the principal interest of the Community to be considered by the Security Multisig Members, the financial interests of the Governance Participants in their veCRV positions and of the Governance

Token Holders in their CRV Tokens shall be the secondary interest of the Community to be considered by the Security Multisig Members, and the other interests of the Community members shall be the tertiary interests of the Community members to be considered by the Security Multisig Members.

1.3.3 "*Community*" means all natural and legal persons:

1.3.3.1 who own or have another beneficial or economic interest in the Blockchain Tokens on deposit in Curve Pools or the economic rewards (such as trading fees or liquidity-provisioning incentives) accruing in respect of such deposits ("*Depositors*");

1.3.3.2 who regularly trade Blockchain Tokens through the Curve Pools ("*Traders*");

1.3.3.3 who own or have another beneficial or economic interest in veCRV positions within the Community Governance Module, the CRV Tokens associated with such positions, or the economic rewards (such as trading fees or liquidity-provisioning or governance-participation incentives) accruing in respect of such positions ("*Governance Participants*");

1.3.3.4 who own or have another beneficial or economic interest in CRV Tokens ("*Governance Token Holders*"); or

1.3.3.5 who devote a substantial amount of their time or resources to researching, developing, or promoting the Curve Protocol.

Each such person shall be deemed to be a Community member upon satisfying any one or more of the above criteria and cease being deemed to be a Community member upon satisfying none of the above criteria.

1.4 Transparency

The BORG shall publish and keep publicly available an up-to-date copy of these Bylaws (including the Exhibits and Schedules) on one or more public URLs known to, and accessible by, the Community, and shall promptly publish an announcement of any updates to these Bylaws (including the Exhibits and Schedules) in one or more social media channels or websites known to, and accessible by, the Community.

1.5 Offices

The sole registered office of the BORG as of the date of adoption of these Bylaws is at c/o International Corporation Services Ltd., Harbour Place, 2nd Floor, 103 South Church Street, P.O. Box 472, George Town, Grand Cayman KY1-1106, Cayman Islands and shall remain so unless and until changed by the Board.

1.6 Bodies

The BORG shall be governed by the following bodies (the "*Bodies*"), each in accordance with these Bylaws:

- the Board; and
- the Security Multisig.

Each Body shall be deemed a part of, to act solely for and on behalf of, and to have no legal existence separate or apart from, the BORG. Each Body shall be independent of the other Bodies, and no Body shall have any power or authority over any other Body, in each case, except as expressly set forth in these Bylaws. Except to the extent expressly provided otherwise in these Bylaws, any power, right or obligation expressly assigned to a Body under these Bylaws is exclusively allocated to such Body and shall not be preempted, voided, impeded, frustrated, arrogated or impaired by any other Body.

1.7 Not-For-Profit; No Members/Owners.

The BORG is a not-for-profit independent legal entity solely pursuing, and governed solely by, the Purposes, in a manner consistent with the Principles, rather than being devoted to the profits or other general benefits or general interests of any particular persons (including the BORG itself, the BORG Personnel or any particular Body or Community member). The BORG shall have no legal members, shareholders, owners, or beneficiaries and, for the avoidance of doubt, the Community (and any members thereof) shall not be or be deemed a beneficiary of the BORG.

1.8 Funds Ownership

Any Blockchain Tokens held in or controlled by any Security Multisig ("***Security Multisig Funds***") shall be managed by or under the direction of the Security Multisig Members, in accordance with the Authorized Uses, pursued in light of the Principles, in accordance with the voting schema embodied in such Security Multisig.

2 BORG PERSONNEL

The Directors, Officers, Supervisors and other employees, independent contractors and other agents and representatives of the BORG are referred to herein as "***BORG Personnel***". Details of certain BORG Personnel are set forth below.

2.1 Directors

2.1.1 General.

2.1.1.1 The directors of the BORG are referred to herein as the "***Directors,***" shall each be a member of the Board of Directors of the BORG (the "***Board***") and shall have such rights and obligations as are specified in these Bylaws. Except when there is a sole Director or when individually delegated specific powers or authorities by the Board, the Directors shall not have any individual powers or authority, but shall act as and through the Board.

2.1.1.2 When there is a sole Director, such Director shall have all the powers of the Board without any meetings, resolutions, votes, actions by written consent, or similar Board formalities being required.

2.1.2 Election Of Directors.

2.1.2.1 *Initial Directors.* The initial Director shall be Gabriel Shapiro.

2.1.2.2 *Subsequent Directors.* Subsequent Directors may only be elected by approval of the Security Multisig.

Elections of Directors may be held at any time and from time to time with or without prior notice to the Multisig members.

2.1.3 Term of Directors. Each Director, including a Director elected to fill a vacancy, shall hold office from and after the time such Director's election (and acceptance thereof) until the earlier of such Director's resignation, death (if an individual), dissolution (if an entity) or removal.

2.1.4 Resignation, Death, or Dissolution of Directors.

2.1.4.1 Any Director may resign at any time upon written notice to the Security Multisig, whereupon such Director shall cease being a Director upon the effective time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights (if any) of the BORG under any contract to which the Director is a party.

2.1.4.2 A Director shall automatically cease being a Director upon such Director's death (if the Director is a natural person) or dissolution (if the Director is an entity).

2.1.5 Removal Of Directors. Unless otherwise restricted by statute, by the Charter or by these Bylaws, any one or more Directors may be removed, with or without cause, by, and only by the Security Multisig.

2.2 Security Multisig Members

2.2.1 General. The Multisig Members of each Security Multisig are referred to herein as "**Security Multisig Members**" and shall have such rights and obligations as are specified in these Bylaws. The purposes of the Security Multisig Members shall be to serve on the Security Multisig. The Security Multisig Members shall not have any individual powers or authority.

2.2.2 Appointment Of Security Multisig Members.

2.2.2.1 *Initial Security Multisig Members.* The initial Security Multisig Members shall be the first set of persons who are Security Multisig Members on the date of first adoption of these Bylaws by the Board.

2.2.2.2 *Subsequent Security Multisig Members.* Subsequent Security Multisig Members may only become Security Multisig Members by [approval of both: (a) the Security Multisig; and (b) the Community Governance Module.] [***Note to draft:*** *discuss with client.*]

2.2.3 Facilitation of Security Multisig Member Appointments. The Directors shall use their commercially reasonable best efforts to ensure that, prior to becoming a Security Multisig Member, each person who is to become a Security Multisig Member, first has executed and delivered to the BORG a BORG Participation Agreement in substantially the form attached hereto as Exhibit B (a "**BORG Participation Agreement**"); *provided, however,* that if, notwithstanding such efforts, a person becomes a Security Multisig Member without having satisfied the preceding conditions, the Directors shall use their commercially reasonable best efforts to cause such conditions to be satisfied as promptly as reasonably practicable, and, if such conditions could not reasonably be expected to be satisfied in the near future, to use commercially reasonable best efforts to notify the Community that no BORG Participation Agreement has been obtained from such Security Multisig Member and the potential consequences of this failure.

2.2.4 Removal of Security Multisig Members. A Security Multisig Member may be removed from a Security Multisig solely [by the Community Governance Module] [***Note to draft:*** *need to tailor to actual mechanism (proxy contract replacing entire multisig vs. individual member management if we add SAFE module*], it being acknowledged and agreed that any action of the Community Governance Module causing such removal shall be sufficient, in and of itself to legally deem such person to have ceased to be a member of the Security Multisig as a body of the BORG.

2.2.5 Facilitation of Security Multisig Member Removals.

2.2.5.1 *General Facilitation of Removals.* The Security Multisig Members and other BORG Personnel shall use their commercially reasonable best efforts to ensure that any person who should be removed from the Security Multisig based on the provisions of these Bylaws (including this Article 2.2.5) is removed from the Security Multisig, as promptly as reasonably practicable. If a Security Multisig Member is removed in accordance with Article 2.2.4, the BORG, the other Security Multisig Members and other BORG Personnel shall use their commercially reasonable best efforts to terminate the applicable BORG Participation Agreement, the SLA, these Bylaws with such removed Security Multisig Member.

2.2.5.2 *Resignation and Removal.*

(a) A Security Multisig Member may seek to resign from any Security Multisig at any time by giving no less than 60 days' advance written notice of an intention to resign to the BORG and the other Security Multisig Members.

(b) If a Security Multisig Member delivers (and does not revoke) a written notice of resignation from a Security Multisig in accordance with the preceding clause '(a)' and otherwise in accordance with these Bylaws, the Security Multisig Members shall use their commercially reasonable best efforts to facilitate, allow or cause such person to be removed from such Security Multisig in accordance with Article 2.2.4 by no later than the 61st day following the completion of such delivery of such written notice, or such later time of effectiveness of such resignation as is specified in such written notice.

2.3 Supervisors

2.3.1 Minimum Number

The BORG shall at all times have a supervisor (the "***Supervisor***") who is able and willing to supervise the management of the BORG. The initial Supervisor shall be MetaLeX Labs, Inc., a Delaware corporation.

2.3.2 General Powers

Subject to the limitations in these Bylaws, the Supervisor shall use commercially reasonable efforts to monitor the BORG's adherence to its own rules and to notify the Community of any material breach of such rules that is not reasonably expected to be reasonably promptly cured or remedied. The Supervisor may also demand information from the BORG or BORG Personnel, with reasonable notice, at any time, and also demand that such information be presented to the Supervisor in the form of periodic reports. The Supervisor shall additionally have any other powers, rights and obligations set forth under Caymans Law for a 'supervisor'.

2.3.3 Appointment

Other than the initial Supervisor, Supervisors may be appointed by the Security Multisig or, if the law of the jurisdiction in which the BORG is constituted sets forth a procedure by which a court of competent jurisdiction may appoint a Supervisor, by such a court of competent jurisdiction.

2.3.4 Term of Supervisor

Each Supervisor shall hold office from and after the time such Supervisor's appointment (and acceptance thereof) until the earlier of such Supervisor's resignation, death (if an individual), dissolution (if an entity) or removal.

2.3.5 Removal

Supervisors may be removed, with or without cause, by the Security Multisig.

2.3.6 Resignation, Death, or Dissolution of Supervisors

2.3.6.1 Any Supervisor may resign at any time upon written notice to the Board and the Community, whereupon such Supervisor shall cease being a Supervisor upon the effective time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective.

2.3.6.2 A Supervisor shall automatically cease being a Supervisor upon such Supervisor's death (if the Supervisor is a natural person) or dissolution (if the Supervisor is an entity).

2.4 Employees, Independent Contractors, Etc.

The BORG may from time to time hire or engage employees, independent contractors, agents, and other representatives of the BORG on commercially reasonable terms, as determined by the Board or any Officer duly authorized to do such hiring or engagement.

3 Bodies

3.1 Board of Directors

3.1.1 Board Powers

3.1.1.1 General Board Powers.

Subject to applicable Legal Requirements and any limitations in the Charter or these Bylaws, the affairs of the BORG shall be managed and all corporate powers shall be exercised by or under the direction of the Board; *provided, however,* that the Board hereby irrevocably and permanently delegates to the Security Multisig all powers and decisionmaking that are expressly within the purview of the Security Multisig as set forth in these Bylaws, and the Board shall have no authority to manage or direct the Security Multisig in respect of the exercise of those powers or decisionmaking. The Board shall do all things necessary and desirable to the management of the BORG that do not fall under the authority of the Security Multisig, including signing agreements with third parties (to the extent necessary or desirable to full the Purposes), ensuring that the BORG remains in good corporate standing, and similar administrative processes.

3.1.1.2 Special Powers.

The following powers of the Board shall be subject to veto by the Security Multisig, and the Board shall notify the Security Multisig and provide an opportunity for such veto at least one month prior to exercising any of the following powers:

> (i) the power to liquidate, dissolve, or wind-up the BORG or its activities and affairs;

> (ii) the power to effect a merger or consolidation in which the BORG is a constituent party; or

> (iii) the power to effect the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the BORG of all or substantially all of the assets of the BORG

(each of the foregoing actions or transactions, a "***Liquidation Event***").

3.1.1.3 Acting as a Body. The Board shall act as a Body of the BORG, and the Directors shall not have individual power or authority to act on behalf of the Board in their capacities as such.

3.1.1.4 Funds. The Board shall not have any direct or indirect authority over the Security Multisig Funds but shall manage any other funds owned or controlled by the BORG.

3.1.2 Number of Directors Constituting the Board

3.1.2.1 The total number of Directors constituting the entire Board (the "***Number of Authorized Directors***") shall be fixed or changed in the manner provided in these Bylaws.

3.1.2.2 The minimum Number of Authorized Directors, and the initial Number of Authorized Directors as of the date of initial adoption of these Bylaws, shall be one.

3.1.2.3 The Number of Authorized Directors may be fixed or changed by approval of the Security Multisig.

3.1.3 Board Vacancies

3.1.3.1 Any vacancy occurring in the Board may be filled by the approvals set forth in Article 2.1.2. Each Director's appointment shall last until the resignation, death, or removal of such Director.

3.1.3.2 If at any time, by reason of death, resignation, removal or other cause(s), the BORG has no Directors in office, and an election of a Director cannot reasonably be expected to promptly occur in accordance with the approvals set forth in Article 2.1.2, then the Supervisor shall appoint a person selected reasonably and in good faith by the Supervisor as a single Director on an interim basis while seeking one or more full-time replacement Directors to be elected as described above under Article 2.1.2.1 or Article 2.1.2.2, as applicable, whereupon the interim Director shall (unless also elected as described above under Article 2.1.2.1 or Article 2.1.2.2, as applicable) resign or, if such Director does not resign, be removed by the Supervisor.

3.1.4 Board Meetings

3.1.4.1 Place and Manner of Meetings

(a) The Board may hold meetings, both regular and special, in any place or in any manner (including remotely in accordance with clause '(b)' below) selected reasonably and in good faith by the Chair or agreed by any two Directors (or, if there is only one Director, that Director).

(b) Any or all Directors may participate in a meeting of the Board by means of internet conference, phone, or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

3.1.4.2 Regular Meetings

Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board.

3.1.4.3 Special Meetings; Notice

(a) Special meetings of the Board for any purpose or purposes may be called at any time by the Chair or any two Directors (or, if there is only one Director, that Director).

(b) Notice of the time and place of special meetings shall be delivered to each Director in the manner specified for giving notice to such Director recorded on the BORG's records and shall be given at least 48 hours before the meeting is scheduled to occur. The notice need not specify the purpose of the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

3.1.4.4 Quorum

(a) At all meetings of the Board, a majority of the total number of Directors then in office shall constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute or by the Charter. If a quorum is not present at any meeting of the Board, then the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

(b) A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

3.1.4.5 Waiver Of Notice

Whenever notice is required to be given under applicable Legal Requirement, these Bylaws, a written waiver thereof, signed by the person entitled to notice, or waiver by electronic mail or other electronic transmission by such person, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board, need be specified in any written waiver of notice unless so required by the Charter or these Bylaws.

3.1.4.6 Board Action By Written Consent Without A Meeting

(a) Unless otherwise restricted by the Charter or these Bylaws, any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all members of the Board consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

(b) Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

3.1.4.7 Deadlocks

(a) "*Deadlock*" means

(i) that, with respect to any proposal, resolution or action that may be submitted to a vote of the Board:

the full Board is evenly divided thereon such that there is neither a majority of the Board in favor of nor a majority of the Board against such proposal, resolution, or action and it cannot reasonably be expected that a majority of the Board will vote in favor of or against such proposal, resolution, or action in the near future;

a quorate meeting of the Board where such proposal, resolution, or action is scheduled to be voted upon has failed to be convened after three consecutive reasonable good faith attempts to do so in accordance with all applicable notice requirements and it cannot reasonably be expected that a quorum of the Board will convene for such a meeting in the near future; or

(ii) as a result of circumstances described in the preceding clause '(a)(i)' or otherwise, a sustained vacancy in a position (such as a Director or Supervisor) that is required by these Bylaws to be occupied

(it being agreed that for purposes of the preceding clause '(a)(i),' a Director's decision to intentionally refrain from voting on a proposal,

indicated by any reasonable communication method of such Director signaling that such refrain is intentional, shall count as a vote against the relevant proposal.)

(b) During the existence of any Deadlock, any BORG Personnel may: (i) deliver written notice to the Board stating that in such person's opinion a Deadlock has occurred and identifying the proposal, resolution or action giving rise to the Deadlock; and (ii) submit a proposal to the Security Multisig Members to vote upon the proposal, resolution or action giving rise of the Deadlock. Following such a notice, notwithstanding any requirement for Board approval that would otherwise apply, the decision of the majority Security Multisig Members on the proposal, resolution or action giving rise to the Deadlock shall determine the outcome of the Deadlock, and the Board and all other BORG Personnel shall be bound thereby and shall implement the resolution of the Deadlock approved by the majority Security Multisig Members unless such resolution would violate a Legal Requirement applicable to the BORG or such BORG Personnel.

3.2 Security Multisigs

3.2.1 In General

3.2.1.1 The BORG shall maintain an up-to-date description of the Security Multisig in reasonable detail, including by identifying and describing in plain English:

(a) the Blockchain System to which the Security Multisig is deployed;

(b) the network address of the Security Multisig on such Blockchain System;

(c) the network addresses serving as the public keys corresponding to the Private Keys included in the Multisig Key Set for such Security Multisig (i.e., the network addresses used by the Security Multisig Members for purposes of interacting with the Security Multisig);

(d) the minimum number of Multisig Keys required to execute transactions through the Security Multisig (broken down by transaction type, in the event that different transaction types have different approval thresholds);

(e) any and all abilities, powers, and rights such Security Multisig has with respect to any Community Autonomous Systems, including a technical and plain-English description of each function of a Community Autonomous System over which such Security Multisig has privileged, elevated or exclusive access, power or authority and the intended uses thereof;

(f) any and all abilities, powers, and rights the Community Module or any other Multisig, BORG, Community Autonomous System or Blockchain System has with respect to the Security Multisig;

(g) a copy of or persistent link to the source code for Security Multisig; and

(h) for each Security Multisig Member with respect to each Security Multisig, at least one public key address corresponding to the Private Key of such Security Multisig Member that belongs to the Multisig Key Set for such Security Multisig.

The initial such description is attached hereto as Schedule 3.2.1 (the "***Security Multisig Schedule***").

3.2.1.2 Promptly following each update to the Security Multisig, the Board (or any of the Directors) shall amend the Security Multisig Schedule to include the information specified in Article 3.2.1.1.

3.2.1.3 The Community Governance Module may have or be granted powers over a Security Multisig, including the power to:

(a) pause, suspend or terminate any one or more powers the Security Multisig may have over any Community Autonomous System or Blockchain System or Blockchain Tokens;

(b) approve, veto or reverse any action of the Security Multisig;

(c) add, remove, or veto the addition or removal of any Security Multisig Member from the Security Multisig; or

(d) control the Security Multisig or any assets held thereby in the event of the resignation or sustained unavailability of all Security Multisig Members or a dissolution and winding up the BORG.

3.2.1.4 Each Security Multisig shall have the exclusive authority to manage the Security Multisig Funds held in or controlled by such Security Multisig.

3.2.1.5 Notwithstanding that a Security Multisig may be technically or theoretically capable of being used for purpose(s) or circumstance(s) outside the Authorized Uses, neither the BORG nor any of the Security Multisig Members (nor any of their employees, representatives, agents or delegates) shall utilize any Security Multisig or any privilege, elevated or exclusive access, power or authority over any Community Autonomous System except for an Authorized Use.

3.2.2 Multisig Key Management Practices

3.2.2.1 Each Private Key must be unique to one and only one Security Multisig Member and not shared with or accessible to the BORG or any other person.

3.2.2.2 The Private Key shall be the private information of the Security Multisig Member or Prospective Security Multisig Member and shall not constitute the property or private information of the BORG. The Private Key of the Security Multisig Member or Prospective Security Multisig Member shall not represent or constitute any interest in or claim to any asset which is controlled by a Multisig.

3.2.2.3 Each Security Multisig Member shall securely hold, control, custody and safeguard his, her or its Multisig Key(s) and immediately notify the BORG and the other Security Multisig Members if any of such Security Multisig Member's Multisig Key(s) could reasonably be expected to have been stolen, published or otherwise accessed by, made available to or become known to any other person (including any other Security Multisig Member).

3.2.2.4 Security Multisig Members shall not disclose or make available any Security Multisig Key to, or share any Security Multisig Key with, any other person, including other Security Multisig Members.

3.2.3 Ownership of Multisig-Controlled Property

3.2.3.1 No Security Multisig Member shall be deemed to own any Community Tokens held in, by or through any Security Multisig or any other Blockchain Tokens, digital assets or other property held in, by or through, or received by a Security Multisig Member on account of such Security Multisig Member's participation in any Security Multisig (including, without limitation, any "airdrops" or other distributions of Community Tokens or other Blockchain Tokens received or claimable by such Security Multisig Member's externally owned account or blockchain address on account of such Security Multisig Member's participation in the Security Multisig).

3.2.3.2 In the event any such Community Tokens or other Blockchain Tokens, digital assets or other property held in, by or through any Security Multisig or any other Blockchain Tokens, digital assets or other property held in, by or through, or received by a Security Multisig Member on account of such Security Multisig

Member's participation in any Security Multisig is not owned or controlled by a third party or held on trust for the benefit of a third party in accordance with Article 3.2.1.4, then such Community Tokens or other Blockchain Tokens or property shall automatically be deemed to be owned by, and constitute the sole property of, the BORG, and the Security Multisig Members shall take all required steps to ensure that such property is properly transferred to the BORG.

3.2.3.3 In the event a Security Multisig Member receives any property of the BORG to such Security Multisig Member's externally owned account or blockchain address, such Security Multisig Member shall promptly notify the BORG and remit such property to the BORG in the manner directed by the BORG (which may include encumbering such property under the control of a Security Multisig).

3.2.4 Proposals; Response to Proposals.

3.2.4.1 Security Multisig Member Proposals

Any Security Multisig Member may from time to time propose that a certain action be taken or transaction effected by the Security Multisig, pursuant to the Authorized Uses. A Security Multisig Member shall make such a proposal by signing with such Security Multisig Member's Multisig Key a draft executable transaction message that, if such draft executable transaction message receives sufficient other such signatures from other Security Multisig Members, will be executed by the Security Multisig (each such proposal, a "*Security Multisig Proposal*").

3.2.4.2 Process For Considering and Executing Proposals

The approval of a Security Multisig Proposal by a sufficient number of Security Multisig Members of a Security Multisig (to cause such Security Multisig to execute such Proposal onchain or as otherwise provided by these Bylaws) shall constitute the action of such Security Multisig as a body. For the avoidance of doubt, the Security Multisig Members and the BORG may make use of private mempools and other such confidentiality or transaction prioritization or transaction batching mechanisms in connection with the execution of Proposals, as determined in their reasonable good faith discretion in light of the Authorized Uses, Purposes, and Principles.

3.2.4.3 Action/Approval of Security Multisig

Wherever these Bylaws call for the action or approval of the Security Multisig, the taking of that action or the approval of the relevant proposal or other matter by signatures with the minimum number of Multisig Keys required to approve transactions through the Security Multisig as set forth (or required to be set forth) on the Security Multisig Schedule, and the subsequent execution of such approved proposal by the Security Multisig, shall be sufficient to deem such action taken or such proposal or other matter approved.

4 VOLUNTARY NATURE OF BORG ACTIVITIES; NO GENERAL DUTIES TO COMMUNITY; CONFLICTS OF INTEREST; WAIVER OF FIDUCIARY DUTY; LIMITATION OF LIABILITY

4.1 To the maximum extent permitted under applicable Legal Requirements, all activities of the BORG of potential benefit to the Community are to be conducted by the BORG and the BORG Personnel on a purely volunteer, *ad hoc* basis, without any express or implied affirmative promise, duty, obligation, warranty, undertaking or assumption of duty or risk of performing such activities, other than duties owed by BORG Personnel to the BORG.

4.2 The BORG and the BORG Personnel each acknowledge and agree that:

4.2.1 The Community members are an unknown, diverse and disparate group of persons, each of whom may have conflicting economic, personal, political, social or other interests and that at any one time any Community member may be in competition with or pursuing interests that are adverse to or inconsistent with the interests of another Community member, and as such none of the BORG or the BORG Personnel are able to, or will, accept, undertake or perform a duty of loyalty to or owe any fiduciary obligation to any single Community member, sub-group of the Community, or the Community as a whole.

4.2.2 The BORG Personnel may have conflicting economic, personal, political, social or other interests and at any time may be in competition with or pursuing interests that are adverse to or inconsistent with the interests of one another, and as such none of the BORG Personnel are able to, or will, accept, undertake or perform a duty of loyalty to or owe any fiduciary obligation to any other BORG Personnel.

4.3 No participation in the BORG as a BORG Personnel or otherwise shall constitute, or be deemed to constitute, a trust, partnership, association, joint venture or other unincorporated association or entity among or involving any BORG Personnel (other than the BORG itself). To the maximum extent permitted by law, no BORG Personnel shall be deemed to owe to the Community or any member thereof, any BORG Personnel, or the BORG itself, any fiduciary obligation or duty or any other duties implied by law or implied by equitable principles or imposed by applicable Legal Requirement to the Community or any member thereof.

4.4 Neither the Community in general nor any individual member(s) of the Community shall have any interest in the management or affairs of the BORG, except as explicitly stated herein, or as permitted through Community Module. The ability of the Community, or a member of the Community, to provide feedback regarding any BORG or Multisig activity or decision through a Community Module or otherwise shall not be construed as granting any right to such person with respect to the BORG.

4.5 Without limiting the generality of Article 4.3 or Article 4.4, none of the BORG or BORG Personnel shall have any duty to the Community or any member thereof to monitor, respond to, prevent, mitigate, or announce any Security Threat, by using any Security Multisig or otherwise, except the duty to act in accordance with these Bylaws when otherwise voluntarily utilizing or operating the Security Multisig and engaging in the activities primarily related thereto.

4.6 In no event shall the BORG or any of the BORG Personnel, or the Community or any member thereof, owe to or incur toward any BORG Personnel (or their representatives) any damages (however caused and under any theory of liability, whether under the Bylaws or otherwise arising in any way in connection with the services of the BORG Personnel and whether in contract, strict liability, or tort (including negligence or otherwise) even if previously advised of the possibility of such damage), debts, or other liabilities (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liabilities) arising from or in connection with the BORG, or the Bylaws, including any of the foregoing arising from any BORG Personnel's (or its representatives') participation in the Security Multisig ("*Liabilities*").

4.7 In no event shall any BORG Personnel (or any of the BORG Personnel's respective representatives) owe to or incur toward the BORG or any BORG Personnel any Liabilities, except in the case of fraud or an intentional and knowing breach of the Bylaws by or on behalf of such BORG Personnel.

4.8 The BORG and each BORG Personnel hereby waives, disclaims, exculpates, and releases, to the maximum extent permitted by law, any and all fiduciary duties and other duties implied in law or in equity of the BORG Personnel owed to the BORG or one another, and any Liability of the BORG Personnel to the BORG or other BORG Personnel, other than for fraud

(committed with *scienter*) or knowing and intentional material breach of these Bylaws or the BORG Participation Agreement.

4.9 These Bylaws have been made available to the Community so that, among other things, each Community member has had a chance to inspect these Bylaws and to be put on notice of, to understand, acknowledge and agree to the limitations under this Article 4.

5 CERTAIN SECURITY MULTISIG APPROVALS

In addition to any other matters calling for Security Multisig Approval as set forth in these Bylaws, the following matters shall require a prior Security Multisig Approval, in addition to approval by the Board (and any other approval that may be required under these Bylaws or applicable law):

5.1 any Liquidation Event;

5.2 any amendment, addition, deletion, modification, waiver, or change to any one or more of the Purposes, Authorized Uses, or any other provision of these Bylaws referring to the Community (or any sub-constituencies thereof), the Community Module or the Security Multisig whether to be approved via amendment to these Bylaws or otherwise, where such amendment, addition, deletion, modification, waiver, or change, whether individually or in the aggregate with other amendments, additions, deletions, modifications, waivers, or changes or existing provisions could reasonably be expected to negatively modify, limit, eliminate, waive, or otherwise adversely affect any power, right, obligation, liability, perquisite, or interest of the Community (or any one or more sub-constituencies of the Community), the Community Module or the Security Multisig; and

5.3 any waiver, supplement, non-observance, or amendment of these Bylaws that could reasonably be expected to, whether individually or in the aggregate with other amendments, additions, deletions, modifications, waivers, or changes or existing provision, could reasonably be expected to negatively modify, limit, eliminate, waive, or otherwise adversely affect any power, right, obligation, liability, perquisite, or interest of the Community (or any one or more constituencies of the Community), the Community Module or the Security Multisig;

provided, however, that amending the Security Multisig Schedule to reflect permitted changes in facts or circumstances regarding the Security Multisig shall not require a Security Multisig Schedule.

6 GENERAL PROVISIONS

6.1 Governing Law. These Bylaws shall be governed by and construed under the internal laws of the Cayman Islands, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

6.2 Dispute Resolution

6.2.1 Any controversy or claim brought against the BORG by or on behalf of any BORG Personnel or member of the Community relating to the subject matter of these Bylaws ("***Dispute***") shall be determined and resolved exclusively by confidential, binding arbitration conducted in accordance with the Cayman Islands Arbitration Act, 2012 (the "***Act***") and administered by the Cayman International Mediation and Arbitration Centre Ltd under the CI-MAC Arbitration Rules 2023 (the "***Rules***"). The seat or legal place of arbitration shall be George Town, Grand Cayman. The language to be used in the arbitral proceedings shall be English. The number of arbitrators shall be three (the "***arbitral panel***").

6.2.2 The arbitral tribunal shall have the powers applicable under the Act and the Rules including, without limitation, the power to order on a provisional basis any relief which it would have power to grant in a final award, and to award legal fees and expenses to the prevailing party or parties. The decision and award of the arbitral tribunal shall be final and binding, and shall be enforceable by any court of competent jurisdiction (including the courts of the Cayman Islands) in accordance with applicable

Legal Requirements and international treaties. The BORG Personnel expressly waive any right under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the arbitrator.

6.2.3 Each BORG Personnel and each member of the Community: (i) hereby irrevocably and unconditionally submit to the jurisdiction of the arbitral tribunal and the courts of the Cayman Islands for the purpose of any Dispute, including the enforcement of any decision of the arbitral tribunal as set forth above, (ii) agrees not to commence any Dispute except in accordance with these Bylaws, including the use of binding arbitration as set forth above; and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any Dispute, any claim that it is not subject personally to the jurisdiction of the arbitral tribunal or the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that these Bylaws or the subject matter hereof or thereof may not be enforced in or by such court.

6.2.4 THE BORG AND EACH OF THE BORG PERSONNEL HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY DISPUTE. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF ANY OF THE TRANSACTIONS CONTEMPLATED BY THESE BYLAWS, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

6.3 Amendment; Waiver. These Bylaws may be amended and provisions may be waived (either generally or in a particular instance and either retroactively or prospectively), only by approval of the Board and the Security Multisig.

6.4 Severability. Any term or provision of these Bylaws that is found invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the court making such determination shall have the power to limit such term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and these Bylaws shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, such court or the Board shall be empowered to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term or provision.

6.5 Entire Agreement. These Bylaws and any other documents or agreements referred to herein or therein constitute the entire agreement and understanding with respect to the subject matter hereof and thereof, and supersedes any and all prior negotiations, correspondence, warrants, agreements, understandings duties or obligations with respect to the subject matter hereof and thereof.

6.6 Further Assurances. The BORG Personnel shall execute and deliver any further instruments or documents and to take all such further actions as may be necessary or advisable in order to carry out the intent of these Bylaws.

6.7 Rules of Construction.

6.7.1 *Gender; Etc.* For purposes of these Bylaws, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the

feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

6.7.2 *Ambiguities.* The Parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of these Bylaws.

6.7.3 *No Limitation.* As used in these Bylaws, the words "include," "including," "such as" and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." The word "or" shall mean the non-exclusive "or".

6.7.4 *References.* Except as otherwise indicated, all references in these Bylaws to "Articles," "Schedules" and "Exhibits" are intended to refer to Articles of these Bylaws and Schedules and Exhibits to these Bylaws.

6.7.5 *Hereof.* The terms "hereof," "herein," "hereunder," "hereby" and "herewith" and words of similar import will, unless otherwise stated, be construed to refer to these Bylaws as a whole and not to any particular provision of these Bylaws.

6.7.6 *Captions/Headings.* The captions, headings and similar labels contained in these Bylaws are for convenience of reference only, shall not be deemed to be a part of these Bylaws and shall not be referred to in connection with the construction or interpretation of these Bylaws.

6.7.7 *Person.* The term "person" refers to any natural born or legal person, entity, governmental body or incorporated or unincorporated association, partnership or joint venture.

"***Blockchain***" means a distributed data structure consisting of hashlinked sets ('blocks') of transactions that is directly or indirectly produced, maintained and/or secured by the automated consensus of a network of independent nodes operating a byzantine-fault-tolerant protocol.

"***Blockchain System***" means the combination of:

    (a) a Blockchain; and

    (b) a network of one or more devices operating software clients or software applications that jointly or individually store, validate, process transactions with respect to, update, resolve forks with respect to or otherwise maintain, validate, read from, store data with respect to, create public proofs with respect to, or write to such Blockchain.

"***Blockchain Tokens***" means any virtual currency, token, or other unit of account or medium of exchange that is implemented exclusively or primarily on a Blockchain System, regardless of whether transferable, non-transferable, fungible or non-fungible.

"***Community Autonomous Systems***"

    (a) the Community Smart Contract Systems, including the Community Module; and

    (b) if any Community Smart Contract System depends for its security or operations on another Blockchain System or any Smart Contracts thereon, such Blockchain System and Smart Contracts, but only to the extent relating to the Community Smart Contract Systems.

"***Community Smart Contract System"*** means any Smart Contracts on Ethereum governed in or whole in part (in upgradeability or parameters or actions) by the Community Module or otherwise considered to be a part of the 'Curve protocol' or 'official Curve systems' by the Community.

"***Community Module***" means the Smart Contracts on Ethereum having the following addresses:

- 0xD533a949740bb3306d119CC777fa900bA034cd52
- 0x14139EB676342b6bC8E41E0d419969f23A49881e
- 0xa464e6dcda8ac41e03616f95f4bc98a13b8922dc
- 0x2F50D538606Fa9EDD2B11E2446BEb18C9D5846bB
- 0xd061D61a4d941c39E5453435B6345Dc261C2fcE0
- 0x5f3b5dfeb7b28cdbd7faba78963ee202a494e2a2

and any other Smart Contracts endorsed by Community Module Approval as an addition, supplement or successor to the Smart Contracts referred to above in this definition for purposes of governing in whole or in part (in upgradeability or parameters or actions) the Community Smart Contract System.

"***Community Module Approval***" means, with respect to any proposal, the affirmative vote of the requisite majority or plurality of the rightful holders of voting power within the Community Module necessary to approve or effectuate such proposal in accordance with the Governance Protocol.

"***Community Token***" means:

    (a) each Blockchain Token belonging to the class of Blockchain Tokens with the symbol 'CRV' mintable from, and whose balances and transfers are tracked by, the Smart Contract at address 0xD533a949740bb3306d119CC777fa900bA034cd52 on Ethereum ("***CRV Tokens***"), which:

        (i) have the power to natively govern, secure, utilize or otherwise participate in the Community Autonomous Systems through the Governance Protocol; or

(ii) are natively convertible into or stakeable for Representational Community Tokens, which Representational Community Tokens have any one or more of the powers described in the preceding clause '(i)';

and

(b) each Blockchain Tokens belonging to a class of Blockchain Tokens endorsed by Community Module Approval as a supplement or successor to the class of Blockchain Tokens referred to in the preceding clause '(a)'.

"*Ethereum*" means, at any time, the canonical blockchain and virtual machine environment of the Ethereum Mainnet 'mainnet', as recognized by at least a majority of the validators running correct versions of the go-Ethereum client ('geth') then being operated in good faith in the ordinary course of the network. As of the date of these Terms, the Ethereum Mainnet 'mainnet' is chainID;1 on networkID:1.

"*Governance Protocol*" means the portion of the Protocols determining the rules of voting, decisionmaking, and other governance functions of Blockchain Tokens intended to natively govern, secure, utilize or otherwise participate in production implementations of the Protocols.

"*Legal Requirement*" means any federal, state, local, municipal, foreign, supranational or other law, statute, constitution, treaty, directive, resolution, ordinance, code, order, writ, injunction, judgment, edict, decree, ruling, award, rule, regulation, judgment, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any (a) nation, multinational, supranational, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, provincial, local, municipal, foreign or other government; (c) instrumentality, subdivision, department, ministry, board, court, administrative agency or commission, or other governmental body, authority or instrumentality or political subdivision thereof; or (d) any quasi-governmental or private body exercising any executive, legislative, judicial, regulatory, taxing, importing or other governmental functions.

"*Multisig*" means a Smart Contract deployed by or on behalf of the BORG that: (a) is configured to recognize a specified set of Private Keys (the "*Multisig Private Key Set*"); and (b) one or more of the functions of which can be executed in response to a transaction message that has been signed by a specified minimum number of Private Keys belonging to such set of Private Keys.

"*Multisig Private Key*" means, with respect to each Multisig, each Private Key belonging to the Multisig Private Key Set recognized by such Multisig.

"*Multisig Member*" means, at any time, each person who, as of such time, holds a Multisig Private Key for a Multisig; provided, however, that the term "Multisig Member" shall not include the Community Module, notwithstanding that the Community Module may have limited powers over a Multisig.

"*Private Key*" means a cryptographic key that is intended to be secret and corresponds to at least one public key that: (a) is known to the BORG; and (b) constitutes a Blockchain System address.

"*Protocols*" means:

(a) the software published under the github repositories at https://github.com/curvefi, or any successor thereto endorsed by Community Module Approval, in each case, so long as such endorsement has not been revoked by Community Module Approval; and

(b) any other software endorsed as an official Protocol by a Community Module Approval, so long as such endorsement has not been revoked by Community Module Approval.

"*Representational Community Tokens*" means any Blockchain Token that:

(a) without reduction or dilution of the value of or economic, governance or other powers and benefits of Community Tokens, is derived from or designed to represent or to be convertible with Community Tokens (or the value of or economic, governance or other powers and

benefits of such Community Tokens) (including pursuant to any 'liquid staking' or similar arrangements), natively on the Community Autonomous Systems;

(b) cannot be minted, generated, credited, assigned or otherwise come into existence without staking, converting, depositing, locking, burning or otherwise removing from circulation a proportional amount of Community Tokens, natively on the Community Autonomous Systems; and

(c) cannot remain in existence except while the proportional amount of Community Tokens referred to in the preceding clause '(b)' remains staked, converted, deposited, locked, burned or otherwise removed form circulation, natively on the Community Autonomous Systems.

For the avoidance of doubt, Representational Community Tokens includes "vote-escrowed" Community Tokens, which are tracked in the Smart Contract with address 0x5f3b5dfeb7b28cdbd7faba78963ee202a494e2a2 on Ethereum ("*veCRV*").

"*Smart Contract*" means any executable bytecodes (commonly known as 'smart contracts') deployed to Blockchain Systems for operation by node operators running validators, sequencers or similar network operators.

"*Votable Community Tokens*" all Community Tokens (or Representational Community Tokens) that have the power to vote on governance proposals in accordance with the Governance Protocol. As of the initial adoption of these Bylaws, the Votable Community Tokens are veCRV.

EXHIBIT B

BORG PARTICIPATION AGREEMENT

This BORG Participation Agreement (this "*Agreement*") is being entered into by and between the individual identified in the `partyName` variable and owning the private key for the `partyBlockChainAddy` variable set during the Adoption Procedures (as defined below) (the "*Undersigned*") and the **[____] BORG**, an exempted limited guarantee Foundation Company incorporated in the Cayman Islands with limited liability (the "*BORG*" and, collectively with the Security Multisig Member, the *"Parties"*) as of the later date of the signatures below. Capitalized terms used but not defined herein shall have definitions that are ascribed to them in the Bylaws (as defined below).

By the execution of this Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Security Multisig Member hereby covenants and agrees as follows:

1   Agreement to Bylaws.

    1.1   Through the Adoption Procedures, the Undersigned is hereby adopting, joining, becoming a party to, and acknowledging and agreeing to the terms and conditions of, and becoming bound by the Bylaws of the BORG of which this BORG Participation Agreement is an Exhibit (the "***Bylaws***"), as a 'BORG Personnel' who is a 'Security Multisig Member' of the Security Multisig. Without limiting the generality of the foregoing, the Undersigned hereby agrees to use all powers, privileges and rights the Undersigned may have in, under or by virtue of the Security Multisig solely in accordance with this Agreement, the Bylaws and for the Authorized Uses, applied in light of the Principles (as defined in the Bylaws).

    1.2   "***Adoption Procedures***" means that the Undersigned has called the `adoptBORGParticipationAgreement` of the Ricardian Tripler, with such calls passing a single `AgreementDetails` struct and the execution and recording of the results of such calls being finalized (within commercially reasonable norms) on Ethereum, in each case, with the `AgreementDetails` struct including arguments for each of:

        (a) the name of the BORG (`BORGName` string variable);

        (b) the `Party` struct variable for the Undersigned, including the blockchain address which the Undersigned uses to participate in the Multisigs (`partyBlockChainAddy` address variable), name of the Undersigned (`partyName` string variable) (which may be a pseudonym if generally known to the Community) and contact details of the Undersigned (including an email address, Telegram username, and/or other details where the Undersigned can be notified by the BORG and BORG Personnel of relevant matters electronically) (`contactDetails` string variable); and

        (c) [_____] (the IPFS URI of this Agreement), as the `legalAgreementURI` string variable.

    1.3   "***Ricardian Tripler***" means the Smart Contract at address [___] on Ethereum.

2   Compensation. The Undersigned is agreeing to serve the BORG on a volunteer basis and is not entitled to any monetary compensation from the BORG.

3   Additional Multisig Schemes. The BORG may create, and the Undersigned may participate in, multiple Multisigs, and, except to the extent otherwise expressly agreed in writing by the BORG and the Undersigned, any Multisig created by the BORG and participated in by the Undersigned as Multisig Member therein shall automatically be deemed to be covered by the Bylaws and this Agreement.

4   Independent Contractor. The Undersigned is an independent contractor of the BORG, and nothing in this Agreement shall be construed as establishing an employment relationship between the BORG or the Undersigned (or, if the Undersigned is an entity, between the BORG and any

director, officer, manager, employee, independent contractor, shareholder, debtholder, or representative, agent or fiduciary of the Undersigned (the Undersigned's "***Representatives***")).

5 Term.

5.1 The Undersigned's service to the BORG shall be "at-will" and may be terminated in accordance with the Bylaws with or without cause, without good reason, or without notice.

5.2 Upon any termination of the Undersigned's service to the BORG: (a) all of the BORG's obligations under <u>Section 2</u> of this Agreement shall be deemed immediately terminated (other than the obligation to pay any accrued but unpaid amounts, pro-rated as applicable); (b) the Undersigned shall be required to use all means reasonably requested by or on behalf of the BORG to remove the Undersigned and the Undersigned's Representatives from all Multisigs; (c) the Undersigned's duties relevant to the safekeeping of the Undersigned's Key(s) shall continue until such Key has been de-permissioned from all Multisigs; and (d) all other obligations and Liabilities of the Undersigned under this Agreement and the Bylaws shall be deemed immediately terminated, waived and released, other than, if any, under the provisions of this Agreement or the Bylaws that by their nature are intended or customarily do survive a termination of contract (including confidentiality obligations) and any Liabilities for fraud (committed with scienter) or intentional and knowing breach of this Agreement or the Bylaws, which shall survive and be continuing. From and after any such termination, the Undersigned shall refrain from using the Undersigned's Key or otherwise exercising any of the rights, powers or privileges of the Undersigned under this Agreement or otherwise available to the Undersigned in connection with the Multisigs except to the extent explicitly requested otherwise in writing by the BORG.

6 <u>No Partnership or Implied Entities/Duties/Agency</u>. This Agreement, the Bylaws, and the matters contemplated hereby and thereby do not form, establish, or imply, and nothing contained herein or therein shall be deemed to form, establish or imply a joint venture, partnership, association, unincorporated association or other implied-at-law or implied-at-equity entity or arrangement between or involving the BORG, any of the BORG Personnel, the Undersigned, any of the Undersigned's Representatives, or the Community or any member thereof, or to create or imply any fiduciary duty or other duty not expressly set forth in this Agreement or the Bylaws other than the covenant of good faith and fair dealing under applicable contract law. None of the foregoing persons will be agent for any of the others or have any authority to make any contract, whether expressly or by implication, in the name of any the others, unless otherwise agreed in a separate written agreement between or among such persons. Each party hereto may have other business relationships and fee arrangements with other persons, notwithstanding that such persons may conduct similar businesses or activities as or be competitive with the other party, including the BORG or the Community Autonomous Systems.

7 <u>Governing Law; Dispute Resolution</u>. <u>Articles 6.1</u> and <u>6.2</u> of the Bylaws shall apply to this Agreement, *mutatis mutandis*, to determine the governing law and dispute resolution of this Agreement, as if set forth herein.

8 <u>Notices</u>. All notices shall be deemed sent when delivered in accordance with the

9 <u>Successors and Assigns</u>. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any Party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

10 <u>Counterparts</u>. This Agreement may be executed in any number of separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

11 <u>Amendment</u>. Except as otherwise expressly provided in this Agreement, any term of this Agreement may be amended, supplemented, terminated or waived only with the written consent of the BORG and the Undersigned; *provided, however,* that any amendment hereto relating to a matter that would otherwise require an amendment to the Bylaws shall not be permitted without obtaining the same consents thereto and approvals therefor that would be required for such an amendment to the Bylaws.

12 <u>Severability</u>. Any term or provision of this Agreement that is found invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties hereto agree that the court making such determination shall have the power to limit such term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the Parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term or provision.

13 <u>Waiver; Delays or Omissions.</u> No delay or omission to exercise any right, power or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any

waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any Party, shall be cumulative and not alternative.

14 <u>Parties in Interest</u>. None of the provisions of this Agreement are intended to provide any rights or remedies to any employee, creditor or other person other than the BORG, the Undersigned and their respective permitted successors and assigns (if any).

15 <u>Entire Agreement</u>. This Agreement constitutes the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties are expressly voided.

16 <u>Further Assurances</u>. Each Undersigned shall execute and cause to be delivered to BORG such instruments and other documents, and shall take such other actions, as BORG may reasonably request for the purpose of carrying out or evidencing any of the matters contemplated by this Agreement.

17 <u>Rules of Construction</u>.

17.1 *Gender; Etc*. For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

17.2 *Ambiguities*. The Parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

17.3 *No Limitation*. As used in this Agreement, the words "include," "including," "such as" and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." The word "or" shall mean the non-exclusive "or".

17.4 *References*. Except as otherwise indicated, all references in this Agreement to "Sections," "Schedules" and "Exhibits" are intended to refer to Sections of this Agreement and Schedules and Exhibits to this Agreement.

17.5 *Hereof*. The terms "hereof," "herein," "hereunder," "hereby" and "herewith" and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

17.6 *Captions*. The captions contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

17.7 *Person*. The term "person" refers to any natural born or legal person, entity, governmental body or incorporated or unincorporated association, partnership or joint venture.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this BORG Participation Agreement as of the later of the dated signature blocks below.

Curve Finance eBORG

By: _____

Name:_____

Title: _____

Date: _____

[_____]:

By: _____

Name:_____

Title: _____

Date: _____

SCHEDULE 3.2.1

SECURITY MULTISIG DESCRIPTION

1. The Blockchain System to which the Security Multisig is deployed;

    a. Ethereum Mainnet (Chain ID 1).

2. The network address of the Security Multisig on such Blockchain System:

    0x34cfac646f301356faa8b21e94227e3583fe3f5f on Ethereum (serving as proxy for 0x467947EE34aF926cF1DCac093870f613C96B1E0c on Ethereum)

3. The network addresses of Security Multisig Members included in the Security Multisig Key Set for Security Multisig (i.e., the network addresses used by the Security Multisig Members for purposes of interacting with the Security Multisig):

    ● 0xe9A65fe8190fA5A4b5E277b84f0aAce686FDc174

    ● 0x7A1057E6e9093DA9C1D4C1D049609B6889fC4c67

    ● 0x2b47C57A4c9Fc1649B43500f4c0cDa6cF29be278

    ● 0xDAa094A0Ed166FeDF8a0a4310f3F74a1e96F9195

    ● 0x99BC02c239025E431D5741cC1DbA8CE77fc51CE3

    ● 0xAF17517aCD484429fC0da2312fd1f42039592cd0

    ● 0xc6f3aAc21d8282f166938a8B30a9Ec62De30aCcC

    ● 0xAAc0aa431c237C2C0B5f041c8e59B3f1a43aC78F

    ● 0x8a7dbC2824AcaC4d272289a33b255C3F1f3cdf32

0. The minimum number of Multisig Keys required to execute transactions through the Security Multisig (broken down by transaction type):

    ● 5 of 9 (all transactions)

0. Any and all abilities, powers, and rights such Security Multisig has with respect to any Community Autonomous Systems, including a technical and plain-English description of each function of each Community Autonomous System over which such Security Multisig has privileged, elevated or exclusive access, power or authority and the intended uses thereof;

    ● It may call the kill_me() function of 'non-factory' pools that are younger than the kill_deadline (i.e., 2 months or less from pool inception in current pools), thus setting self.is_killed to true and preventing any further deposits or other transactions in that pool other than remove_liquidity (i.e., withdrawals by liquidity providers).

    ● It may call the unkill_me() function of 'non-factory' pools that have been killed, thus setting self.is_killed to false and re-enabling full pool functionality.

    ● It may call the LiquidityGauge.kill_me(), set_killed() or similar function on any liquidity gauge for any Curve pool to kill the liquidity gauge (thus force-setting the rate of CRV emissions for that gauge to 0 and therefore preventing any further CRV emission to the corresponding Curve liquidity pool) or un-kill the gauge (thus enabling Curve DAO to potentially grant CRV rewards to the corresponding Curve liquidity pool).

0. Any and all abilities, powers, and rights the Community Module or any other Multisig, BORG, Community Autonomous System or Blockchain System has with respect to the Security Multisig:

    [The Community Module can add and remove Security Multisig Members.][*Note to draft: discuss and refine in light of facts (e.g., adding SAFE module for member management vs continuing to rely on proxy replacement of entire multisig)*]

The Community Module can cause the Security Multisig Proxy to delegate to a different multisig address, thus de-authorizing the Security Multisig from the powers described above.

0. A copy of or persistent link to the source code for Security Multisig.

    https://etherscan.io/address/0x34cfac646f301356faa8b21e94227e3583fe3f5f#code

0. For each Security Multisig Member with respect to Security Multisig, at least one public key address corresponding to the Private Key of such Security Multisig Member that belongs to the Private Key Set for such Security Multisig Member.

    a. 0x1c694Fc3006D81ff4a56F97E1b99529066a23725

    a. 0xc3Abc9f9AA75Be8341E831482cdA0125a7B1A23e

    b. 0x9B8Be3278B7F0168D82059eb6BAc5991DcdfA803

    c. 0x34Ea62D4b9bBB8AD927eFB6ab31E3Ab3474aC93a

    d. 0xFB90Da9DC45378A1B50775Beb03aD10C7E8DC231

    e. 0x9B39Ea22e838B316Ea7D74e7C4B07d91D51ccA88

    f. 0x84BF0Ac41Eeb74373Ddddae8b7055Bf2bD3CE6E0

    g. 0xB7aC3A79A23B148c85fba259712c5A1e7ad0ca44

    h. 0x237DeE529A47750bEcdFa8A59a1D766e3e7B5F91

    i. 0x725065b4eB99294BaaE57AdDA9c32e42F453FA8A

    j. 0x13f07d9BF17615f6a17F272fe1A913168C275A66

    k. 0x3888777686F0b0d8c3108fc22ad8DE9E049bE26F