

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between **You** (the “**Releasing Party**”), on the one hand, and **Fei Labs** and **Rari Infrastructure** on the other hand. The Releasing Party, Fei Labs, and Rari Infrastructure are each a “Party” and collectively form the “Parties” to this Agreement. This Agreement shall be effective upon your execution as described herein (“Effective Date”).

PLEASE READ CAREFULLY THIS AGREEMENT, WHICH INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

A. DEFINITIONS.

1. “**You,**” or “**Yours,**” is defined as any natural persons or entities, including Decentralized Autonomous Organizations (DAOs), and any of their agents, representatives, successors, and assignees, who hereby represents ownership of an Ethereum wallet address that holds cTokens, which may have lost value due to the Hack, including through the inability to exchange cTokens for other assets.
2. “**Tribe DAO**” is defined as a Decentralized Autonomous Organization (DAO) managed pursuant to a smart contract, governed by the TRIBE governance token, and any of its (if any) shareholders, employees, agents, representatives, successors, members, partners, directors, officers, affiliates, and assignees.
3. “**Fei DAO**” is defined as a Decentralized Autonomous Organization (DAO) managed pursuant to a smart contract, and any of its shareholders, employees, agents, representatives, successors, members, partners, directors, officers, affiliates, and assignees.
4. “**Rari DAO**” is defined as a Decentralized Autonomous Organization (DAO) managed pursuant to a smart contract, and any of its (if any) shareholders, employees, agents, representatives, successors, members, partners, directors, officers, affiliates, and assignees.
5. “**Fei Labs**” is defined as Fei Labs, Inc., a Delaware corporation, and any of its shareholders, employees, agents, representatives, successors, directors, officers, affiliates, and assignees.
6. “**Rari Infrastructure**” is defined as Rari Capital Infrastructure, LLC, a Delaware corporation, and any of its members, employees, agents, representatives, successors, officers, affiliates, and assignees.
7. “**Rari Capital**” is defined as Rari Capital, Inc., a Delaware corporation, file number 3032822, and any of its shareholders, officers, directors, employees, agents, representatives, successors, affiliates, and assignees.

8. **“TRIBE Holder”** is defined as the holder of one or more TRIBE governance tokens which are used for the governance of the Tribe DAO, and any of its (if any) shareholders, employees, agents, representatives, successors, members, partners, directors, officers, affiliates, and assignees.
9. The **“Hack”** is defined as one or more coordinated attacks on certain lending pools associated with the Fuse Protocol on or about April 30, 2022, which led to the loss of substantial amounts of crypto assets in the pools.
10. The **“Released Parties”** are defined as Fei Labs, Tribe DAO, Fei DAO, Rari DAO, Rari Infrastructure, Rari Capital, all TRIBE Holders, as well as each of the foregoing entities’ predecessors, successors, parents, subsidiaries, shareholders, officers, directors, members, partners, managers, employees, attorneys, agents, affiliates, assignees, heirs, executors, personal representatives, administrators, and insurers.

B. RECITALS.

1. WHEREAS, on or about April 30, 2022, the Hack caused the loss of substantial amounts of crypto assets in certain lending pools associated with the Fuse Protocol.
2. WHEREAS, Releasing Party alleges that it owns an Ethereum wallet address holding cTokens that have lost value as the result of crypto assets being stolen in the Hack.
3. WHEREAS, the Fuse Protocol was originally developed and deployed by Rari Capital or developers working for or with that company.
4. WHEREAS, to avoid the time, expense, and uncertainty of any disputes, and so that all claims are resolved, Fei Labs and Rari Infrastructure are offering, and the Releasing Party voluntarily accepts, the Settlement Amount, described below, in exchange for entering this Agreement, including the general release of all claims, also described below.
5. WHEREAS, the Released Parties and the Releasing Party wish to avoid disputes about this matter including any claims that may arise from or related to events after the Hack and to settle the matter.
6. WHEREAS, the Released Parties deny all liability to the Releasing Party, deny any and all allegations of wrongdoing, and enter this Agreement solely to make the Releasing Party whole and avoid the costs of any future litigation.

7. NOW, THEREFORE, consistent with the above premises, and for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

C. **TERMS AND CONDITIONS.**

1. **Monetary Consideration.**

- (a) Contemporaneously with the execution of this Agreement, Releasing Party shall transmit cTokens held in its Ethereum wallet address to 0xCAe4210e6676727EA4e0fD9BA5dFb95831356a16.
- (b) In consideration therefore and for entering into this Agreement, Releasing Party shall receive the total Settlement Amount delivered to the Ethereum wallet address from which Releasing Party transmitted the cTokens described above. The Settlement Amount corresponding to each cToken is the market value as defined by a 7 day time weighted average price of those tokens with the measurement period ending 24 hours before the on-chain vote for settlement became available. TIP-121b.
- (c) Releasing Party can complete these transactions in multiple steps but will only receive full payment upon return of all the cTokens for the affected fuse pools, and any partial return of cTokens will receive a Settlement Amount in proportion to the total Settlement Amount for the respective cTokens. Releasing Party agrees that the release is effective and valid after having returned any cTokens in return for any amount of settlement payment.
- (d) With respect to any amounts or value lost by Releasing Party as a result of the Hack and subsequently received by or available to the Releasing Party from any source, including through the efforts of law enforcement agencies investigating the Hack, in compensation for losses related to or arising from the Hack or any amounts available for such compensation, the Releasing Party waives any rights to those funds and shall take any and all actions necessary to affect such transference, conveyance, and release.
- (e) The Parties represent and warrant that consideration given under this Agreement was negotiated for and that the consideration is fair and reasonable for the release of any claims identified herein and the other terms of this Agreement.

2. Releases and Waivers.

- (a) Except as to rights and obligations created by this Agreement, for value received, the receipt and adequacy of which is hereby acknowledged, the Releasing Party hereby generally and mutually releases, waives, relinquishes and forever disavows and discharges any and all claims, demands, liabilities, obligations, debts, losses, injuries, costs, remedies, damages (including general, special, consequential, incidental, exemplary, punitive, loss of profits, or any other damages) and causes of action of any kind or character, in law or in equity, whether direct or indirect, known or unknown, presently existing or arising in the future, including arising out of or related to the Hack, that the Releasing Party may have against the Released Parties (“the Released Claims”).

3. After-Discovered Facts.

- (a) The Releasing Party understands that there is a risk that subsequent to the execution of this Agreement, it may discover facts different from or in addition to the facts which they now know or believe to be true with respect to the Hack, or that certain debts, claims, expenses, or liabilities presently known may be or become greater than Releasing Party now expects or anticipates.
- (b) The Releasing Party intends this Agreement to apply to all unknown or unanticipated results, as well as those known and anticipated, and it is the intention of Releasing Party to hereby fully, finally, absolutely, and forever resolve any and all claims and disputes which have existed, do exist, or may exist relating to the Hack.

4. Waiver Under California Civil Code Section 1542.

- (a) It is understood that each release herein shall be, and shall remain in effect as, a full and complete general release, notwithstanding the discovery of different or additional facts.
- (b) Each Party acknowledges and represents that it has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR

HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

EACH PARTY BEING AWARE OF SECTION 1542, HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW DOCTRINES OF SIMILAR EFFECT.

5. Representations and Warranties.

- (a) Fei Labs and Rari Infrastructure Representations. Fei Labs and Rari Infrastructure represent and warrant that the person(s) executing this Agreement on each of their behalf has full authority, competence, and power to bind them to this Agreement and all of the terms hereof.
- (b) The Releasing Party Representations.
 - i. The Releasing Party represents and warrants that the person(s) executing this Agreement on its behalf has full authority, competence, and power to bind it to this Agreement and all of the terms hereof.
 - ii. The Releasing Party has not assigned, released, or settled (other than via this Agreement), in whole or in part, any claim relating to the Hack.
 - iii. The Releasing Party represents and warrants that it is the owner of the wallet address for the cTokens as described in Section 1(a) and that the wallet address cTokens lost value due to the Hack.
- (c) Mutual Representations. Each Party represents and warrants that the terms contained herein are the product of good-faith, arm's-length negotiations, that it has had an opportunity to consult with legal counsel of its choice, that it has read and understands this Agreement and that it voluntarily accepts its terms.

6. Indemnification

- (a) In the event that any person or entity claims any interest in or brings any claims, actions, lawsuits or other disputes claiming entitlement to amounts paid to the Releasing Party hereunder, the Releasing Party agrees to indemnify, hold harmless, and defend any Released Party in any such claim, action, lawsuit, or dispute. With respect to any such claim, action, lawsuit, or dispute, the Releasing Party shall not enter any settlement that requires

payment or action by or judgment against any Released Party without that Released Party's consent.

7. Costs and Fees.

- (a) Each party to this Agreement shall bear its own costs and fees incurred in relation to this Agreement and the claims which are released.

8. Choice of Law and Venue.

- (a) This Agreement shall be interpreted and construed pursuant to the laws of the State of California.
- (b) All claims arising out of or relating to this Agreement shall be initiated and maintained only in the state or federal courts located in California.

9. No Admission of Liability or Release of Claims.

- (a) It is understood and agreed that this Agreement and the performance of other obligations herein, including the amounts of monetary payments made by the Released Parties, are made and entered into for the sole purpose of compromising any disputed claims relating to the Hack, and this Agreement shall not be construed as an admission of liability by any party, liability being expressly denied by each party.

10. Binding Agreement.

- (a) This Agreement shall be binding upon each the parties hereto and shall inure to the benefit of each of the parties and their respective heirs, successors, attorneys, accountants, agents, partners, servants, employees, administrators, directors, officers, shareholders, members, trustees, insurers, representatives, and assignees.

11. No Reliance.

- (a) The Parties represent and warrant that, in executing and entering into this Agreement, they are not relying and have not relied upon any representation, promise or statement made by anyone which is not recited, contained or embodied in this Agreement.

12. Entire Agreement.

- (a) This Agreement comprises and contains the entire agreement between the Parties respecting the matters set forth in this Agreement, and supersedes and replaces all prior negotiations, understandings, proposed agreements and agreements between the Parties, written or oral. Neither Party has made any statement, representation or promise, other than as expressly set forth herein, to any other Party in entering into this Agreement, which has been relied upon by any other Party entering into this Agreement.

13. Modification and Amendment.

- (a) This Agreement may not be modified or amended in any way, except by a writing signed by the Party to be charged therewith.

14. Construction of this Agreement.

- (a) The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party hereto.
- (b) For the purposes of interpreting this Agreement, it shall be considered that this Agreement was jointly drafted by all of the Parties. The Parties understand and expressly assume the risk that any fact not recited, contained or embodied herein may turn out hereafter to be other than, different from, or contrary to the facts now known to them or believed by them to be true. Nevertheless, the Parties intend by this Agreement to release finally, fully and forever, all matters released hereunder and agree that this Agreement shall be effective in all respects notwithstanding any such difference in facts, and shall not be subject to termination, modification or rescission by reason of any such difference in facts.

15. No Assignment.

- (a) The Parties have not made or suffered any assignment, subrogation, hypothecation or other disposition of any claim, right, title, interest, demand or obligation it may possess relating to the matters set forth herein.

16. Electronic Signatures.

- (a) It is contemplated that this Agreement will be executed via a “clickwrap” (a check box web form next to text that reads “By checking this box or by signing and submitting this message to the Ethereum network, I represent that I have read and agree to the Fuse Hack Settlement and Release, as set forth here <http://fusehacksettlement.com/waiver.pdf> and agree that I am

receiving FEI in full consideration for entry into this Agreement and for my release” and executed by the Releasing Party via checking the box) and/or by signing and submitting this message to the Ethereum network from the Ethereum wallet address described above. The Parties agree that by execution of the “clickwrap” **or** Ethereum mechanism above the Releasing Party provides consent and agreement to conclude this Agreement electronically and in the form provided herein.

17. Taxes.

- (a) The Releasing Party expressly acknowledges that the Released Parties have not made any representations regarding the tax consequences of any amount received by the Releasing Party pursuant to the terms of this Agreement.
- (b) The Releasing Party agrees that it will be fully and solely responsible for any income tax or withholding liability that may attach to any amount of the amount tendered to him.

18. Collection of Information.

- (a) When you execute the Agreement, you agree that we will collect and store your public wallet address, IP address, and activity on the website hosting the Agreement. The purpose of this data collection is to enable us to track your entry into the Agreement and to enforce the Agreement if necessary. We do not intend to sell, share, transfer, or commercialize this information or use it in any automated decision-making process. By executing the Agreement, you authorize us to collect and store your public wallet, address, IP address, and activity on the website hosting the Agreement for the purposes above, which include enforcing the Agreement. We will retain the information described above for a period of up to five years commencing on the date of execution.

19. Notice.

- (b) Unless advised in writing of a different name and address, all notices, submissions and communications of any kind required or otherwise made under this Agreement shall be sent (as required), and the Parties each agree to accept service of any process for claims arising out of or related to this Agreement via the following methods:

If to the Releasing Party:

Via a message sent to the Ethereum address holding the cTokens described above.

If to the Released Parties:

Legal@fei.money

Rari.Infrastructure.Legal@gmail.com