

Memorandum of Understanding

between

KulaDAO FCZO (Kula)

and

AURONDRAGON PTE LTD

This Memorandum of Understanding is entered on the 8th Aprils 2024 into by and between:

KULADAO FZCO (Kula) of [REDACTED] Digital Silicon Oasis, Dubai, 341041, United Arab Emirates. (herein referred to as “Party A”) and,

AURONDRAGON PTE LTD, [REDACTED] FAR EAST FINANCE BUILDING, Singapore 048545 (herein referred to as “Party B”).

Parties may be referenced individually as “Party” and collectively as “Parties”.

WHEREAS, Party A is working towards a future with greater equity in the development and distribution of wealth by aligning the interests of different people groups to create wealth using blockchain technology, and,

WHEREAS, Party B is to transform the 'Trade-ditional' landscape into a tokenized future, offering a seamless path for users to Digitize, Tokenize, and Trade assets with unparalleled ease,

AND,

WHEREAS, Party A desires to explore a business relationship with PARTY B on the custody of tokenised real world assets, in custody or as RegionalDAOs within the Kula ecosystem, and

WHEREAS, Party B desires to tokenise real world assets and partner with Kula to custody and/or place assets into RegionalDAOs within the Kula ecosystem,

AND

WHEREAS, Parties collectively desire to enter into this Memorandum of Understanding (MoU) to memorialise the terms and conditions of an anticipated and specific collaboration on the custody and/or placement of tokenised real world assets (hereinafter referred to as “the Partnership”),

NOW, THEREFORE, the Parties agree to the following terms and conditions:

Purpose

The purpose of this MOU is to establish a good faith foundation between Parties for future collaborative efforts that are mutually beneficial. The Parties agree to work together in a cooperative and coordinated manner to achieve each Party’s individual desires and the collective desires of the partnership.

This MOU is designed to detail the specifics of the working relationship between the Parties to vet the success of the potential business collaboration. This MOU does not obligate the Parties to provide funds or payment. This MOU does not bind Parties to any legal obligations.

Roles and Responsibilities

To achieve Parties’ mutual desires, each Party agrees to the following roles and responsibilities.

Party A’s roles and responsibilities include:

1. A commitment to explore an ongoing business partnership that leads to the shared vision, mission and values expressed between the two Parties (as referenced above) that leads to a future business contract.
2. Consultative discussions and planning around the following potential business opportunities (please see Appendix A model):
 - a. Custodial management of tokenised real world assets in KulaDAO's treasury.
 - b. Facilitating exposure to retail and institutional investors through collateralised placement in the KulaDAO treasury of tokenised real world assets.
 - c. Provision of Kula's regulatory foundations, technological platforms, and business modelling where such services are in the interests of either Party.
 - d. Collateralisation and utilising tokenised real world assets on a fee basis in the KulaDAO treasury.
3. To review, or develop together, Party B's specific Real World Asset opportunities and assess fit for addition to the business models and opportunities noted in section 2.
4. To explore and potentially establish Special Purpose Vehicles (SPVs) and necessarily related legal frameworks between the Parties for inclusion in a cryptographic Decentralised Autonomous Organisation (DAO) and, where possible or needed, to prove the Partnership's development through on-chain cryptographic provenance.
5. A commitment to mutually continue an ongoing discussion regarding the development of local communities in proximity to tokenised projects of Party B where a greater equity in the distribution of created wealth can be achieved.

Party B's roles and responsibilities include:

1. A commitment to explore an ongoing business partnership that leads to the shared vision, mission and values expressed between the two Parties (as referenced above) that leads to a future business contract.

2. Consultative discussions and planning around the following potential business opportunities (please see Appendix A model):
 - a. Placing tokenised real world assets in KulaDAO's treasury.
 - b. Leveraging exposure to retail and institutional investors through collateralised placement in the KulaDAO treasury of tokenised real world assets.
 - c. Utilising Kula's regulatory foundations, technological platforms, and business processes.
 - d. Facilitating on a fee basis the collateralisation and utilisation of tokenised real world assets in the KulaDAO treasury.
3. To be willing to fully disclose all relevant financial and legal information regarding the Partnership and commit to a full due diligence process to ensure all fundamentals of the project are in place for a partnership operational agreement and/or contract.
4. To review, or develop together with Party A specific Real World Asset opportunities and assess fit for addition to the business models and opportunities noted in section 2.
5. To explore and potentially establish Special Purpose Vehicles (SPVs) and necessarily related legal frameworks between the Parties for inclusion in a cryptographic Decentralised Autonomous Organisation (DAO) and, where possible or needed, to prove the Partnership's development through on-chain cryptographic provenance.
6. A commitment to mutually continue an ongoing discussion regarding the development of local communities in proximity to tokenised projects of Party B where a greater equity in the distribution of created wealth can be achieved.

Parties agree to uphold their roles and responsibilities in a committed, good-faith manner.

Resources

To further the business relationship between the Parties, the Parties agree to provide the following resources:

Party A shall provide:

1. Depending on project scope, the necessary mutually agreed professional, financial, operational, administrative support required to execute any of the roles and responsibilities noted above.
2. The intellectual property of price discovery embedded within Party A's approach to support the financial modelling of the Partnership's assets.
3. The potential legal development work necessary to wrap assets into a mutually agreed contract inside an appropriately registered SPV.
4. Full financial, management, and operational documentation that is pertinent to the successful development of a business relationship.

Party B shall provide:

1. Full financial, management, and operational documentation that is pertinent to the successful development of a business relationship.
2. Full development profiling and audited proofs of the Party's real world assets that includes any existing project planning, cash flow analysis, risk mitigation strategies and existing legal frameworks and obligations at partner, regional and national level (i.e. local contractors, collaborators, local, municipal, regional, or state authorities etc.).
3. Where it exists, a community development plan for Party B's local partners in the real world asset opportunities embraced under the auspices of this MOU.

Confidentiality

Parties agree that they each use confidential, sensitive information to achieve their individual business goals. Due to the nature of the Parties' businesses and intent to

establish a working relationship together, confidential information may be shared between the Parties.


The Parties agree to keep all confidential information and trade secrets in the strictest of confidence. Parties may not share any disclosed confidential information with unauthorised third parties without the express permission of other Parties. Parties may, at their discretion, enter into a Non-Disclosure Agreement to ensure sensitive information and trade secrets are kept confidential.

Entire Agreement

The Parties agree this MOU represents the most current agreement between the Parties and supersedes all other written or oral agreements. If Parties wish to update the terms or otherwise adjust provisions of this MOU, Parties shall do so by the drafting and signing of a new MOU or partnership contract.

The undersigned Parties acknowledge and agree to this MOU:


Party A: KulaDAO FZCO

Signature: 

Date: Wednesday 10th April 2024

Sender First and Last Name: 

Party B: OneAssetExchange

Signature: 

Date: Wednesday 10th April 2024

Client First and Last Name: 

Appendix 1

Figure 1. Representative Model of KulaDAO and OneAssetExchange interaction

