

General Terms & Conditions

Welcome to www.joincommonwealth.xyz, a website (“Site”) provided by Metamasters DAO Corp. (“Metamaster”, “We”, “Our”, or “Us” as well as “we”, “our” or “us”), a company incorporated with limited liability in the Republic of Panama, registered in the Panamanian Commercial register in sheet with number 1557220242.

Matemasters is part, and has to be put in the context, of Common Wealth, a broader and structured decentralized autonomous system (“DAS”) aimed at enhancing the re-appropriation of values by individuals and investors according to the web 3.0 and the crypto ethos by substituting updated governance models with a system based on compliance with rules established in the automated processes and manages by software written and deployed in the blockchain. We also encourage You to carefully read the Common Wealth Whitepaper (the “Whitepaper”), available at the following link <https://manifesto.joincommonwealth.xyz/>.

The DAS is designed to be a self-sustaining, decentralized system but there are, of course, entities involved in DAS setup. These activities are known as “bootloader” activities (named after the program that gets a computer started). It’s important to note that “boot loader” activities are distinct from the activities of the DAS. In the case of the DAS, one of the entities responsible for the DAS boot loader activities is Metamasters DAO Corp. This Site itself can be considered to be part of the DAS.

It is important to specify that, accordingly with the decentralized logic of the DAS, amounts of monies paid by You for the use of the Common Wealth platform, as specified in this Terms or in the Whitepaper do not constitute profits or revenues of Metamaster but will only be used to pay for the maintenance of the DAS common goods (i.e. the platform, the software, etc.). In other words, Metamaster will not distribute any profit to its shareholders but will only operate to pay for the DAS products and services. When we refer in these Terms of a product or a service offered to you it has to be understood under the role that Metamaster performs as a bootloader of the DAS. The acceptance of the DAS system means the acceptance that, as decentralization ultimately means, we are not in control of many facets of the system which are

automatized through smart contract and other means which limit human intervention or, to put under a different point of view, human manipulation and abuse.

This Site is provided to you (“You” or “Your” or “User” as well as “you” or “your” or “user”), subject to the following Terms & Conditions (“Terms”), as modified and updated from time to time. Metamaster and You, collectively referred to as “the Parties” or “Parties”.

The present Terms regulate as well your use of the Common Wealth App available at <https://app.joincommonwealth.xyz/>.

Please note that while every product or service offered or commercialized through this Site (even if not exclusively) is subject and is regulated by these Terms, some of these products or services may have additional terms and conditions which may regulate Your use of those services or products. In the case of the conflict between these Terms and the specific terms and conditions of a product or service the latter will prevail. If a product or a service offered or commercialized through this Site does not have its own specific terms and conditions only these Terms will be applicable to such a product or a service.

Exhibit A of these Terms contain rules and clauses which govern and regulate your participation or your investment with us. Some of those rules are also contained in the Whitepaper but while Exhibit A in these Terms has full legal value, the paragraphs contained in the Whitepaper are for reference only.

1. Acceptance and updates

These Terms, including Exhibit A, and the [Privacy Policy](#) (“Privacy Policy”) govern your use of our Site as well as of any product or services offered or sold (even if not exclusively) through this Site, where additional terms and conditions for products and services sold through this Site may also apply to those products and services. To use this Site and purchase any product or services offered or sold (even if not exclusively) through this Site, you must be able to form a legally binding contract online either as an individual or on behalf of a legal entity. To that end, you represent that: (a) if you are agreeing to these Terms on behalf of a legal entity, you have the legal authority to bind the legal entity to these Terms; and (b) if you are agreeing to these Terms as a

natural person You are at least 18 years old or the age of majority where you reside, whichever is older, and that You can form a legally binding contract online. Persons younger than the age of 18 are considered minors and must be under the care of a parent or guardian unless they are emancipated.

These Terms contain a mandatory individual arbitration and class action/jury trial waiver provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

IF YOU DO NOT AGREE TO THESE TERMS AND THE PRIVACY POLICY, YOU MUST IMMEDIATELY TERMINATE USE OF THIS SITE. IF YOU PURCHASE ANY PRODUCT OR SERVICE THROUGH THIS WEBSITE YOU ACCEPT TO BE BOUND BY THESE TERMS AS WELL AS ANY ADDITIONAL TERMS AND CONDITIONS AS POSSIBLY INDICATED SPECIFICALLY FOR THOSE PRODUCTS AND SERVICES.

2. Privacy

Please read carefully our [Privacy Policy](#), which is a part of these Terms.

3 Termination, limitations and modifications

We do not guarantee that the Site, or any content on it, will always be available or uninterrupted. From time to time, access may be interrupted, suspended, or restricted, including because of a fault, error, unforeseen circumstances, or because we are carrying out planned maintenance. You acknowledge and agree that we have the right in our sole discretion at any time with or without notice and in whole or in part to modify or terminate this Site. We will not be liable to you for any loss or damage you may suffer as a result of the Site being unavailable at any time for any reason.

We may also impose, in our sole discretion, limits on certain features and services or restrict your access to parts or the entire Site without notice or liability.

We reserve the right, at our sole discretion, to modify the Site or any services offered through the Site, or to modify or remove any content on the Site, at any time and without prior notice to you. We are not liable to You or any third party should we exercise this right. Any changes or modifications will be

effective immediately upon posting the updated content on the Site, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Site after such postings will constitute your acknowledgment and acceptance of the revised Site or content.

4. Use of the Site

By accessing our Site or purchasing any product or services offered or sold (even if not exclusively) through this Site, you warrant that You:

- You have understood that Metamaster, this Site and every product or service offered herein is part of the DAS and whatever is said in the Site has to be construed, used and determined under a decentralized point of view and a philosophy compatible with that of DAS;
- will not impersonate any person or entity or misrepresent your affiliation with any other person or entity;
- will not reproduce or reuse any part or item of the Site;
- will use our Site or our product and service only as explicitly authorized and in compliance with these Terms and our policies made available to you;
- will not make use of any robot, spider, site search or retrieval application, or other manual or automatic means or process to retrieve, extract, index, or data mine any data or content on our Site or in any way reproduce parts of the Site;
- will not bypass or circumvent (or attempt to bypass or circumvent) any measures we may use to restrict access to any part of our Site;
- are neither a resident of the United States of America nor of the United Kingdom;
- are not accessing this Site from Cuba, Iran, North Korea, Sudan, Syria, any of the Crimea, Donetsk People's Republic (DNR) or Luhansk People's Republic (LNR) regions of Ukraine, or any other country or any other country or jurisdiction against which the United States ("US"), United Kingdom ("UK"), European Union ("EU") or other nation or international organization maintains economic sanctions;

- are not currently subject to any sanctions, or included in any sanctioned list, administered or enforced by the Office of Foreign Assets Control of the US Department of the Treasury (OFAC), especially the OFAC SDN (specially designated nationals), the United Nations Security Council (UN), the EU, or any other governmental authority with jurisdiction over You, including but not limited to the sanctions lists maintained by OFAC, the UN, or the EU;
- if You are a legal person or an entity, the legal person or the entity is not, nor any of its directors, shareholders, officers, employees, agents, or any persons or entities directly or indirectly affiliated with it is an individual or entity that is, or is owned or controlled by an individual or entity that is currently subject to any sanctions, or included in any sanctioned list, administered or enforced by the Office of Foreign Assets Control of the US Department of the Treasury (OFAC), especially the an OFAC SDN (specially designated nationals), the UN Security Council, the EU, or any other governmental authority with jurisdiction SSoer You, including but not limited to the sanctions lists maintained by OFAC, the UN, or the EU.
- You possess the experience, knowledge, and expertise to make Your own investment decisions and understand the risks involved; and that, in any case, You are not acting on behalf of, or for the benefit of, nor You intend to transfer any Tokens You may purchase to, any person who is not understand the risks involved.

5. Blockchain and crypto assets

The Site nor Matemaster is a broker or intermediary and is in no way your agent, advisor, or custodian, and we do not have a fiduciary relationship or obligation to you regarding any other decisions or activities that you effect when using your wallet to interact with any blockchain protocol. Nothing included in the Site constitutes an offer or solicitation to sell, or distribution of, investments and related services to anyone in any jurisdiction.

We are not responsible for any activities that you engage in when using blockchain technologies, and you should understand the risks associated with participating in decentralized protocols or blockchains on Ethereum, or other blockchains. Furthermore, You acknowledge and agree that there is significant

risk and uncertainty regarding the operation and effects and risks of utilizing novel, experimental, speculative, and experimental cryptographic technologies and blockchain technologies, including tokens, cryptocurrencies, stablecoins, “smart contracts” consensus algorithms, voting systems and distributed, decentralized, or peer-to-peer networks, or systems in connection with the Site or otherwise. You further understand that the markets for digital assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase or decrease dramatically at any time. You acknowledge that we are not responsible for any of these variables or risks, do not own or control the Ethereum blockchain or any other blockchain system and cannot be held liable for any resulting losses that you experience while accessing or using the Site. Finally, by accessing and using the Site, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you take full responsibility for your own knowledge and understanding of the usage and intricacies of digital assets.

By purchasing one of our product or service You understand crypto related products or services should be purchased only by individuals or companies that have significant experience with, and understanding of, the usage and functioning of the blockchain, cryptocurrencies and of the cryptographic tokens, especially Ethereum-based tokens. While Metamaster will always be available to answer to technical questions, we will not be responsible in any way for loss of any cryptocurrency resulting from actions taken by, or omitted by You when purchasing or products or using our services. If You do not have such experience or expertise, then You should not purchase our products and services.

Also, besides your expertise in crypto assets and the blockchain, by purchasing one of our products and services You understand, confirm and accept that blockchain, crypto assets, and tokens products are extremely volatile products and markets and that companies or investment, broadly speaking, focused or simply related to the crypto sector be of extreme risk. Therefore, if You do not want to run such risks please do not invest with us or in one of our products or services.

6. Limitation of liability

Our Site as well as products and services are offered “as is” and “as available”. To the maximum extent permitted under law, we disclaim all express and implied warranties of any kind with respect to our Site as well as products and services. Any investment in one of the products or services offered or commercialized through this Site (even if not exclusively) is not guaranteed and by investing in one of our products or services You understand that you may lose your entire capital invested in such a product or services and will not be liable for that towards You.

We make no representation or warranties about the accuracy, quality, completeness, timeliness, suitability or reliability of content or information available through our Site or through links to third party sites as well as in relation to any product or service offered or commercialized through this Site (even if not exclusively).

Metamaster does not warrant that the Site service will be uninterrupted or error free or that any information, software or other material available on or accessible through the Web site is free of viruses, worms, Trojan horses or other harmful components (see also below clause 8).

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to You for an amount exceeding \$100.00 US for any claims, proceedings, liabilities, obligations, damages, losses, or costs related to, caused by, or connected with the use of this Site or of a product or a service offered or commercialized through this Site (even if not exclusively). This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such liability. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in these Terms may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

7. Right of Withdrawal for EU consumer clients

If You are a resident in the European Union and a consumer, pursuant to the notion contained in Article 1 of European Union Directive 2011/83 (“consumer means any natural person who, in contracts covered by this Directive, is acting for purposes which are outside his trade, business, craft or profession”), and You are based in the European Union You hereby expressly consent to lose Your right of withdrawal in relation to any product or services purchased through (even if not exclusively) this Site, pursuant to Article 16, letter m, of European Union Directive 2011/83 (as implemented in each Member State) as this is a contract for the supply of digital content which is not supplied on a tangible medium. Hereby, You irrevocably provide Your express consent to begin the performance during the right of withdrawal.

8. Indemnity

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising from: (a) your access and use of the Site; (b) your purchase or use of a product or a service offered or commercialized through this Site (even if not exclusively); (c) your violation of any term or condition of these Terms, the right of any third party, or any other applicable law, rule, or regulation; and (d) any other party's access and use of the Site with your assistance or using any device or account that you own or control.

9. Cybersecurity issues and blockchain

We expressly disclaim all liability for any direct, indirect, incidental, consequential, or special damages, including but not limited to loss of data, revenue, profits, or business opportunities, damage to property, personal injury, or any other loss that may occur due to the transmission of any computer virus, worm, time bomb, logic bomb, Trojan horse, or other malicious software that may infect a user's equipment, as a result of using the Site or downloading any material from the Site, or from any Site linked to it as well as purchasing any product or service offered or commercialized through this Site (even if not exclusively).

Although all of our smart contract have been duly audited, if you decide to connect your wallet to one of our smart contract you do at your own risk knowing that smart contracts can be subjects to cyberattack so that for any loss of value or damage that you might incur in your wallet as a result to connecting to one of our smart contract, the limitation of liability in Article 6 above fully applies.

By using the Site, you agree that We shall not be responsible for any unauthorized access to, alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Site. It is the responsibility of each user to ensure that their software and equipment are protected against such threats and to refrain from accessing the Site should it be suspected of containing malicious software.

You are solely responsible for your use of the Site. To the extent you locally run any component that results in interaction with a blockchain-based protocol requiring the use of a blockchain account, you agree to take appropriate action to secure, protect, and backup your accounts in a manner that will provide appropriate security and protection, which might include use of encryption. This includes your obligation under these Terms to record and securely maintain any passwords or backup security phrases (i.e. “seed phrases”, or “pass phrases”) that relate to your use of any blockchain. You acknowledge that you will not share with us nor any other third party any password, backup/seed phrase, or account login information that relates to your use of the Site, and that we will not be held responsible if you do share any such phrase or password, or lose access to your account, for any reason.

Use of blockchain protocol networks are typically subject to third-party transaction fees. Any interaction with a blockchain protocol network is a locally run instance and, as a result, Metamaster has no knowledge of such interactions, does not receive such fees, and has no ability to reverse or refund any amounts paid in error to initiate any transaction.

10. Copyright and Trademarks

All content on our Site or in our product or services is protected by copyright and owned by Metamaster.

Unless otherwise specified like in paragraph 3 of this Article 9, you cannot reproduce the Site or parts of it.

Metamaster retains all rights in its name, logos and trademarks ("Trademarks"), whether or not registered. You may not use our Trademarks without our prior written permission and in any manner that is likely to cause confusion about whether we are the source of or sponsor of or endorser of a product, service, or activity. If you wish to use one of our Trademarks, please contact hello@common-wealth.io to request permission. All other Trademarks displayed on our Site are the property of their respective owners.

11. Third-Party Links

The Site may contain hyperlinks or references to third party Sites. Any such hyperlinks or references are provided for your information and convenience only. We have no control over third party Sites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party Site does not mean that we endorse that third party's Site, products or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site

12. General Provisions

These Terms are governed by and should be construed according to the laws of the Republic of Panama (without regard to conflict of law rules or principles of the Republic of Panama, or any other jurisdiction that would cause the application of the laws of any other jurisdiction). You are responsible for complying with any applicable local laws of the country where you reside or you stay at the time of accessing this Site. These Terms create no joint venture, agency, partnership or similar relationship.

If any clause or part of any clause of these Terms is found to be void, unenforceable or invalid, then it will be severed from these Terms, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of these Terms.

We may perform any of our obligations, and exercise any of the rights granted to us under these Terms, through a third-party. We may assign any or all our rights and obligations under these Terms to any third-party.

No single or partial exercise, or failure or delay in exercising any right, power or remedy by us shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these Terms and conditions or otherwise.

13. Mediation and arbitration. Class action and jury trial waiver

You agree that to resolve any dispute, controversy, or claim relating in any way to your access or use of the Site, You will engage in good-faith efforts through mediation to resolve such disputes with Metamaster prior to initiating an arbitration. You must initiate this mediation process by sending an email describing the nature of your claim and desired resolution to the following address: hello@common-wealth.io. Both Parties agree to meet and confer personally, by telephone, or by remote conference service to discuss the dispute and attempt in good faith to reach a mutually beneficial outcome that avoids the expenses of arbitration.

Should the mediation process fail, any disputes arising out of or in connection with the Site or these Terms, including any questions regarding its existence, validity, or termination, or any other actions or omissions for which we may be liable, shall be finally resolved by arbitration. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The Emergency Arbitrator Provisions shall not apply. The Expedited Procedure Provisions shall not apply. No award or procedural order made in the arbitration shall be published.

You hereby waive any constitutional and statutory rights to sue in court and have a trial in front of a judge or a jury. All claims and disputes within the scope of this arbitration agreement must be arbitrated on an individual basis and not on a representative or collective class basis. Under the arbitration procedures outlined in this section, arbitrators shall not combine or consolidate more than

one party's claims without the written consent of all affected parties to an arbitration proceeding.

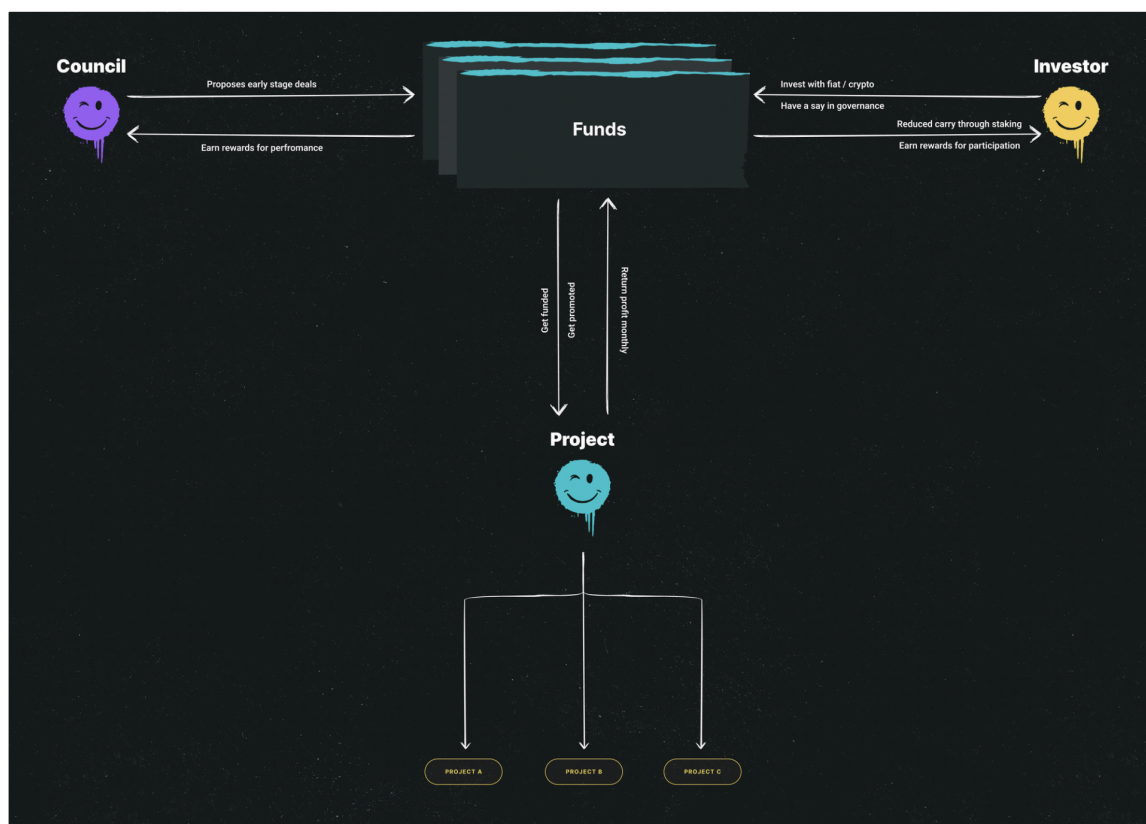
Exhibit A

The following rules govern and regulate your participation and investment in the Common Wealth or the DAS project. By participating into the Common Wealth or the DAS project you accept to be bound by the following rules and conditions.

Some of the following rules are also contained in the Whitepaper although the wording may be slightly different: the paragraphs and the sentences contained in the Whitepaper have no legal value while only those included in these Terms herein contained are legally binding on You.

1) How does Common Wealth work?

Users can invest with credit/debit or crypto from \$50 to \$50 million.



As the projects launch and the tokens begin vesting, the protocol harvests the tokens, sells them and returns the profit to investors minus any royalty fees.

Common Wealth royalty fees range from 10 - 40% and can be reduced by staking the protocol's \$WLTH token for a period of time. Payments made in association with the Common Wealth fees are intellectual property royalty payments.

Investors can get exposure to a diverse range of funds - *themed funds*, *evergreen (fund of funds)*, *a community fund* - with more fund types and mechanics possible under several possible roadmap iterations.

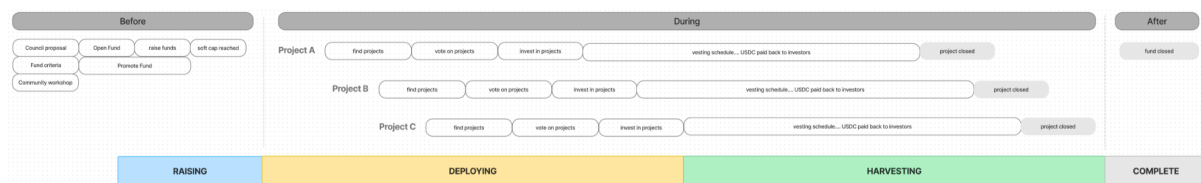
<i>Fund type</i>	<i>Investment source</i>	<i>Description</i>
Themed Funds - Capped	User-funded	Themed, capped funds (e.g. metaverse, infrastructure or distressed asset funds)
Themed Funds - Perpetual	Investor-funded	Themed, perpetual funds (e.g. metaverse, infrastructure or distressed asset funds)
Free Fund / Priceless Fund	Project-funded	Capped fund; promotional; vehicle for Common Wealth; winners awarded Slices
Evergreen Fund	Investor-funded	A fund of funds- takes 10% allocation in all other paid CW funds; allows casual investors to gain exposure to diverse range of assets
Community Fund	Protocol-funded *	Funded by royalties, with all fund profits distributed back to \$WLTH holders

* The Community Fund is funded by transaction fees on all \$WLTH transactions as well as secondary sales from Genesis NFTs and fund Slice NFTS

2) How Funds Work

1. **Fund Creation:** A process of co-creation between the members of All Street at their own initiative will inspire new Funds operating as part of the project eco-system. For a Fund to appear on the protocol, a majority of token holders will need to approve.
2. **Project Sourcing:** The 'All Street Oracles refer early-stage investment opportunities to the funds on the protocol that they or their respective companies have already vetted and invested into. As the name implies, Oracles are connectors of information between parts of the system.
3. **Due Diligence, Community Input & Vote:**
 - The Common Wealth community will be given the opportunity to conduct their own due diligence and express their preferences for projects to be included in the investment funds.
 - A community vote will be initiated, and following a successful completion, the project will either be included in one of the existing themed funds, or a new fund might be created.
4. **Investment Process:**
 - Investors use USDC directly or convert fiat to USDC via the available on-ramp (Know Your Customer (KYC) verification process may be required for fiat onramps).
 - Upon investment, a "Slice" (fund NFT) representing the investment share is minted and transferred directly to the users wallet. The Slices can be fractionalised or traded whole at anytime.
5. **Protocol Royalty Fee:** A 10% intellectual property royalty fee is charged on the invested capital and goes to a wallet that pays for maintenance and development of the protocol. This fee will be reimbursed back to you once the investment fund has breaks even.
6. **Capital Raise:** Once the capital raise period concludes and the fund investment cap has been reached, the capital deployment period starts, with USDC transferred to the project in exchange for future token allocation.
7. **Token Liquidation:** Based upon the agreed vesting schedule, a token selling algorithm will be used to liquidate the project tokens into volume, on the open market without impacting the tokens price.
8. **Profit Distribution:**

- Proceeds from the token liquidation are held in a smart contract until all of the current vested tokens are sold.
- Once the fund breaks even (including repayment of the initial protocol royalty), the profit distribution begins.
- USDC temporarily held in the smart contract is allocated to slice holders after calculating the royalty fee, which ranges from 40% to 10% based upon the amount of \$WLTH tokens staked during either the capital raise period or the capital deployment period.



3) Oracles and Projects

Promising projects are recommended for inclusion in the paid, open funds by the 'All Street' Oracles. Usually these are projects the Oracles have invested in themselves. Once a quorum of Oracles have signalled support, the Project is proposed to the community for investment through a particular fund.

Projects intended for the Community Fund can be recommended by the top 50 stakers on the protocol.

4) Allocations in Funds

The goal as always is early stage access for all. However, in the near-term the Common Wealth also needs funds that raise fast and provide early stage wins for the protocol.

Initially there will be a 2% cap per investor per fund, however as the raise ages the cap per investor may be raised or removed completely.

Also, don't forget the Evergreen Fund! As a perpetual fund-of-funds, the Evergreen Fund takes a 10% allocation in each paid fund. This means anyone can access the Common Wealth funds any time by investing in a Slice of the Evergreen Fund.

5) Fractional Fund NFTs (or your Slice of the Pie)

Upon investing into a fund, investors receive a 'Slice' of that fund as a non-fungible token (NFT) representing their stake in the fund and their ownership. This 'Slice' can be sold in whole or in part at any time on Common Wealth and on secondary marketplaces, ensuring a mechanism for liquidity at all times.

- An investor can choose to list their Fund NFT for sale on the interface or on an external NFT marketplace.
- An investor may choose to split their Fund NFTs into two or more parts, fractionalizing their original investment. They may then choose to sell one or more of those parts and retain the remainder themselves.

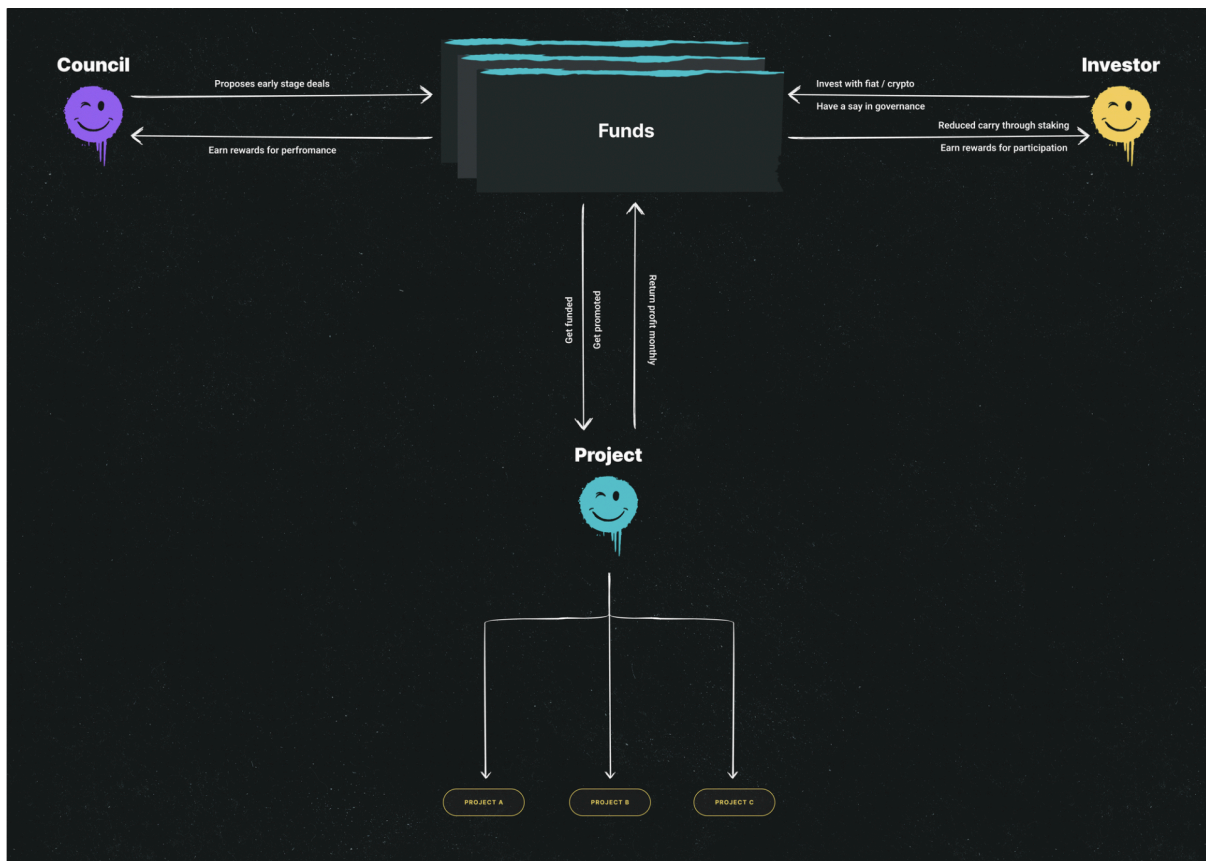
All royalty fees (6.5%) resulting from both Genesis and Slice NFT sales go directly to fund the Community Fund.

Any profits returned by the fund are paid out proportionally to investors based on the relative size of their 'Sice' of the fund.

5) Royalty Fees

Instead of the traditional (and lucrative!) venture capital fee structure or a 2% management fee per year and a 20% fee on the investment profits, Common Wealth offers a fairer model:

- Protocol royalties - 2% intellectual property royalty per year, capped at 5 years; collected at the time of investment and repaid to investor at breakeven
- Profit-based royalties - a baseline royalty of 40% on investment profits that can be reduced to 10% via staking \$WLTH for discount for a period of time



6) Staking for Reduced Fees

Investors who hold \$WLTH tokens may choose to lock up those tokens for a period of time and in return will receive a discount on any carry fees due on their investment profits.

Our objective in designing this mechanism, regardless of whether they invest \$100 or \$100,000, is to obtain a discount on their stake that is proportional to the size of their investment.

How to Stake

To reduce the standard profit royalty fee from 40% to 10%, investors must stake an amount equivalent to 50% of their initial total investment in the fund using WLTH tokens. For instance, if an investor puts \$100,000 (USDC) into the fund, they need to stake \$50,000 worth of WLTH tokens to receive the maximum discount.

This rule explained above is based on a 1 year period of staking as a default example.

Invested amount (USDC)	Staked amount (WLTH)	Duration	Reduce Carry Fee to 10%
\$1,000	\$500 USDC of WLTH	1 yr	Maximum Fee Reduction
\$100,000	\$50,000 USDC of WLTH	1 yr	Maximum Fee Reduction

When to Stake

You may choose between 1, 2, 3 or 4 years as your staking duration, each of which determines the amount of tokens required to achieve a desired reduction in royalty fees.

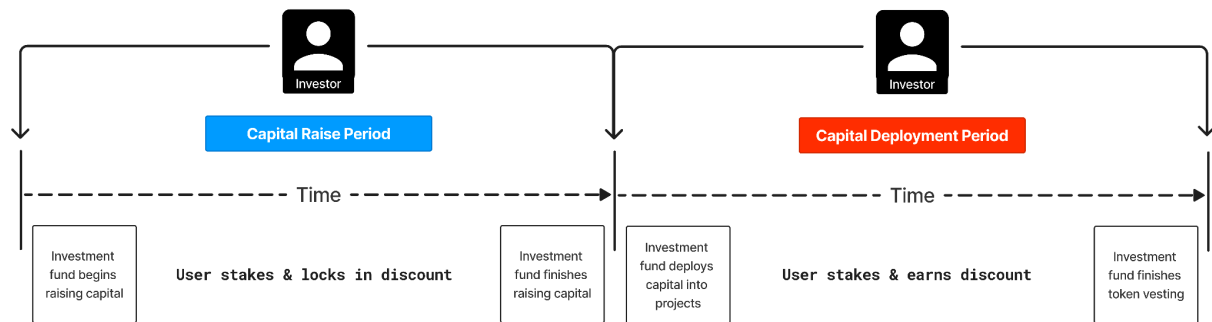
Duration	USD Equivalent required	Ratio	\$USD	Ratio - Total USD required
1 Year	50.00% of Initial Investment	0.5 : 1	\$50,000	0.5 : 1 (\$50,000 USDC of WLTH)
2 Years	37.50% of Initial Investment	0.375 : 1	\$37,500	0.375 : 1 (\$37,500 USDC of WLTH)
3 Years	31.25% of Initial Investment	0.3125 : 1	\$31,250	0.3125 : 1 (31,250 USDC of WLTH)
4 Years	25.00% of Initial Investment	0.25 : 1	\$25,000	0.25 : 1 (\$25,000 USDC of WLTH)

7) Capital raise period, Capital deployment period explainer

The period in which the investor decides to stake their WLTH tokens will influence the speed at which they can achieve the maximum royalty fee reduction relative to their investment size.

There are 2 periods in which an investor can stake WLTH tokens for discount.

1. Capital Raise Period (CRP)
2. Capital Deployment Period (CDP)



Capital Raise Period (CRP)

- This period occurs before the completion of the fund raise. During this time, a fund becomes active, starts raising capital, and continues until it is prepared to deploy the capital.
- The stake duration period begins the moment the initial stake is made. Tokens will not be locked until the end of the capital raise period. The investor may withdraw the tokens at any time before the capital raise period finishes, however, they will lose their discount.
- If the investor stakes in this period, they will lock in the maximum discount based upon their investment amount.
- This is the only period in which you can lock in the discount at the time of the stake.

Capital Deployment Period (CDP)

- This period occurs after the fund raise is complete. In this phase, the fundraiser has concluded, and the capital has been deployed or concludes only once the last token from invested projects has been vested.
- Should you opt to stake during the capital deployment period, it will not be possible to secure the maximum fee reduction immediately upon staking. Rather, the discount percentage will commence at 0 and incrementally increase each day from the moment the stake is initiated until the full duration of the stake is achieved, following a linear progression line.
- Un-staking tokens during the capital deployment period of a project will result in the forfeiture of the stake for discount & an unstaking penalty

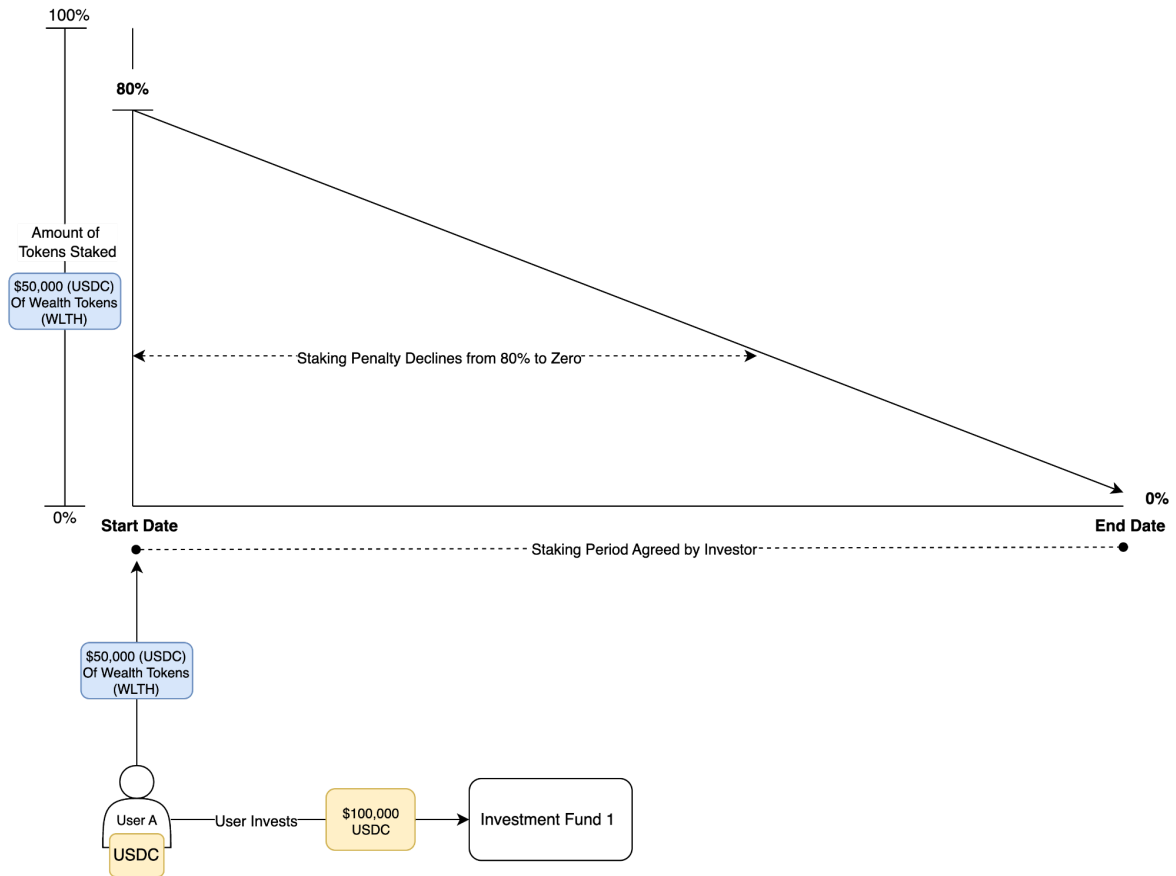
will apply, unless you have completed your whole agreed staked duration for which you will be able to remove tokens without penalty and maintain your max discount.

- Subtracting or removing tokens from the stake would adjust the carry fee reduction accordingly to the amount of tokens you have remaining in your staked position. However, unstaking penalties will apply, described in the section directly below.

8) Penalty for Un-Staking Early

Un-staking tokens before the end of the agreed time duration incurs a penalty. The penalty starts at 80% and decreases linearly over time, depending on the original duration of the stake. After the staking period is over, there is no penalty for unstaking.

However, unstaking tokens before the end of your duration results in a loss of the stake and the discount associated.



Example: If an investor stakes \$50,000 worth of WLTH tokens to reduce fees on a \$100,000 investment and decides to un-stake halfway through a 1-year period, they face a 40% penalty. This results in a \$20,000 loss from the staked amount.

Description	Amount (USDC Equivalent)
Initial Investment in the Fund	\$100,000
Staked Amount in WLTH Tokens	\$50,000
Agreed Staking Period	1 Year
Penalty for Unstaking at Start	80% of Staked Amount
Penalty for Unstaking Halfway Through	40% of Staked Amount
Loss Due to Early Unstaking (Halfway)	\$20,000

Changing your Stake

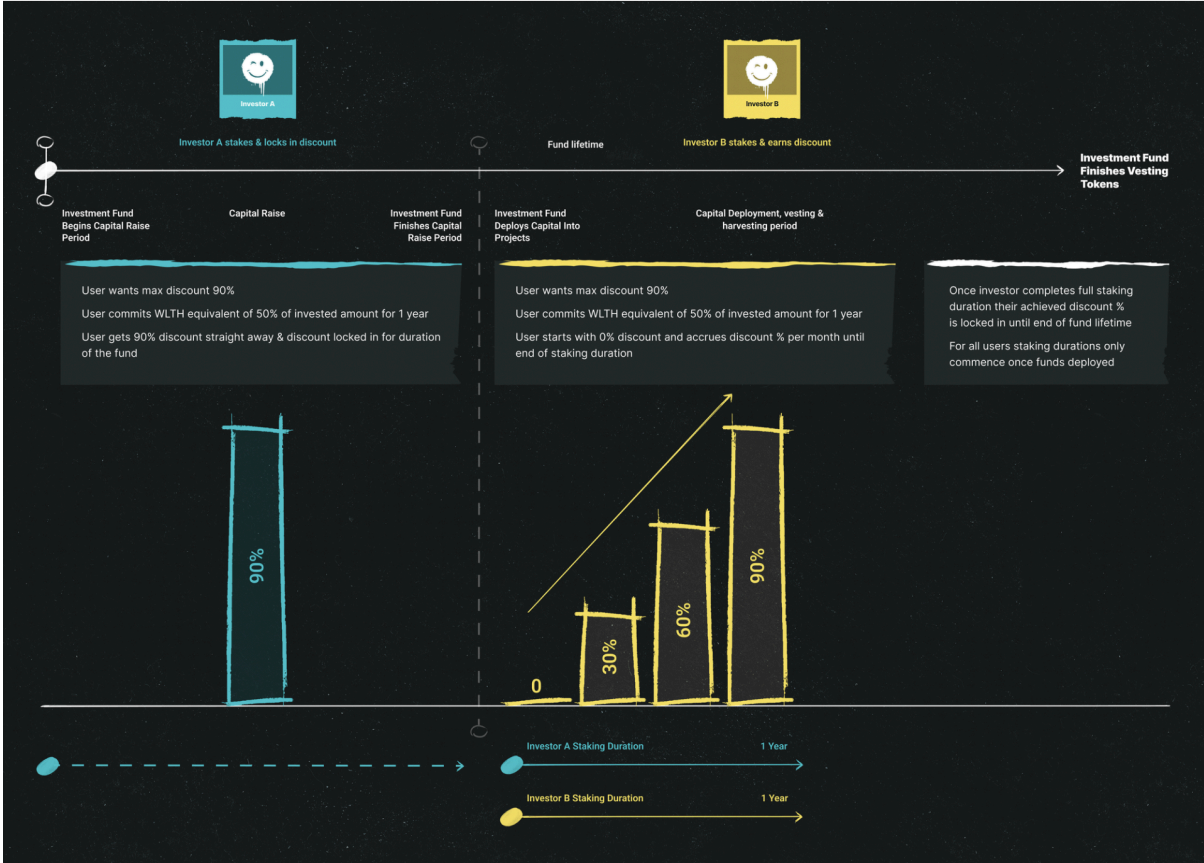
You cannot adjust the duration of an existing stake. You can only add or subtract \$WLTH tokens from the position.

Examples

Adjusting your stake is straightforward and flexible. Adding to your stake increases your total staked amount, enhancing your royalty fee discount. Conversely, reducing your stake decreases your staked amount, which may lower your benefits accordingly. It's important to note that removing tokens before the end of the staking period will result in penalties, and affect your overall discount.

Action	Initial Stake	Adjustment	New Total Stake	Result
Adding	\$10,000	+\$5,000	\$15,000	Increased discounts and rewards.
Reducing	\$20,000	-\$5,000	\$15,000	Decreased discounts, potential penalties.

The examples provided offer a basic overview of the mechanics involved in modifying your stake to influence discounts. Please see the appendix for detailed explanations of these mechanics.



9) Circular Economy

Common Wealth's token economics form a truly closed-loop economy that perpetually generates value for the protocol and its users. Unlike most protocols, all gains created by the running of the protocol (both code royalties and investment revenue) are circulated back into the system while rewarding a loyal user base. Common Wealth believes that the on-chain protocol should be open source, globally available and free to use.

Value will flow into the economy primarily through:

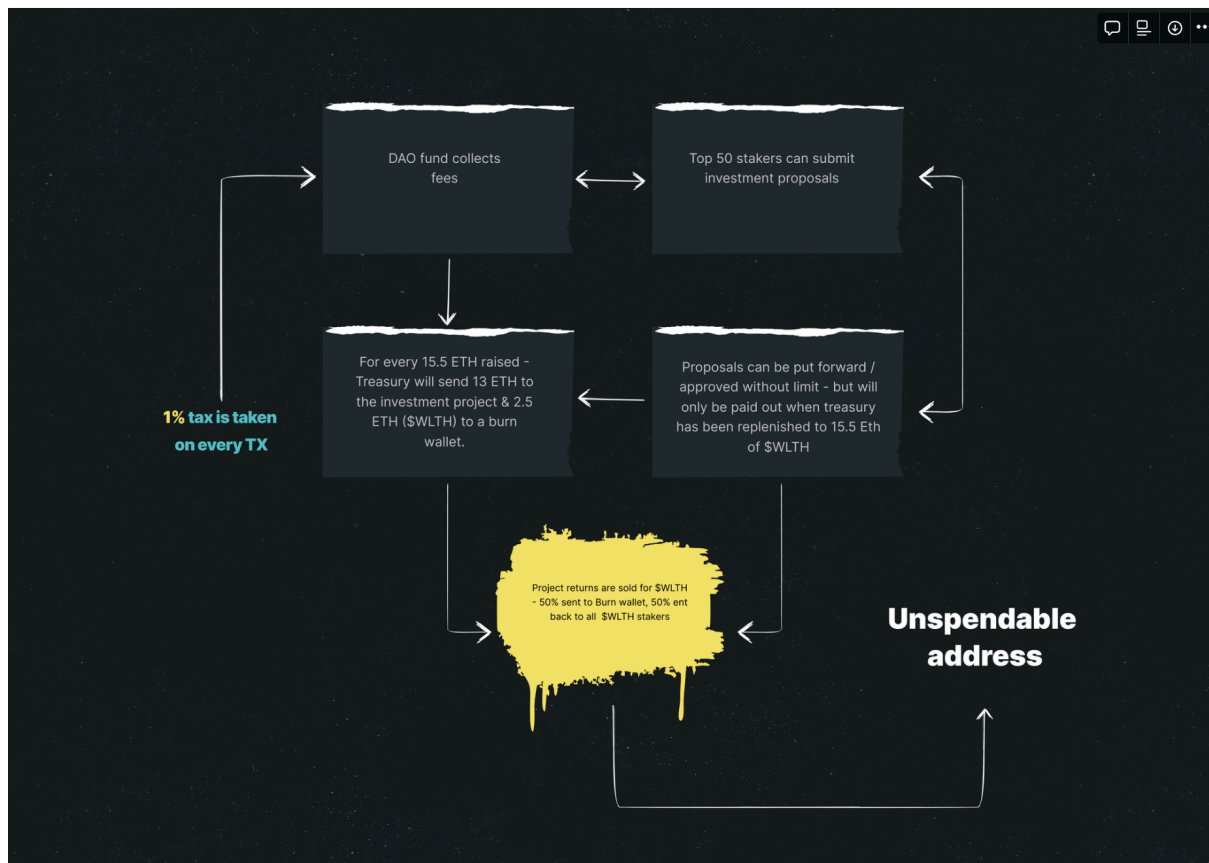
- royalty fees on all \$WLTH transactions (1%)
- fund royalty fees (2% per year; capped at 10%)
- fund Profit-based royalties (10 - 40% depending on staking levels)
- A Community Fund funded by transaction fees and secondary NFT sales

In addition, Common Wealth fund investors are greatly incentivised to own and stake \$WLTH tokens to receive significant (up to 80%) discounts on profit-based royalties.

Value will only leave the economy in one of three ways:

1. Revenue-share payout to genesis NFT holders (15% of protocol profits)
2. A deflationary buy-back and burn mechanism on investment returns
3. Community Fund returns distributed as dividends to active community members (50% returned, 50% burned as deflationary mechanism)
4. Rewards & incentives programs
5. Other profits distributed as the Community sees fit

As you can see there is zero unnecessary leakage from this economy, which is designed to preserve and increase the value in perpetuity as long as the protocol retains usage.



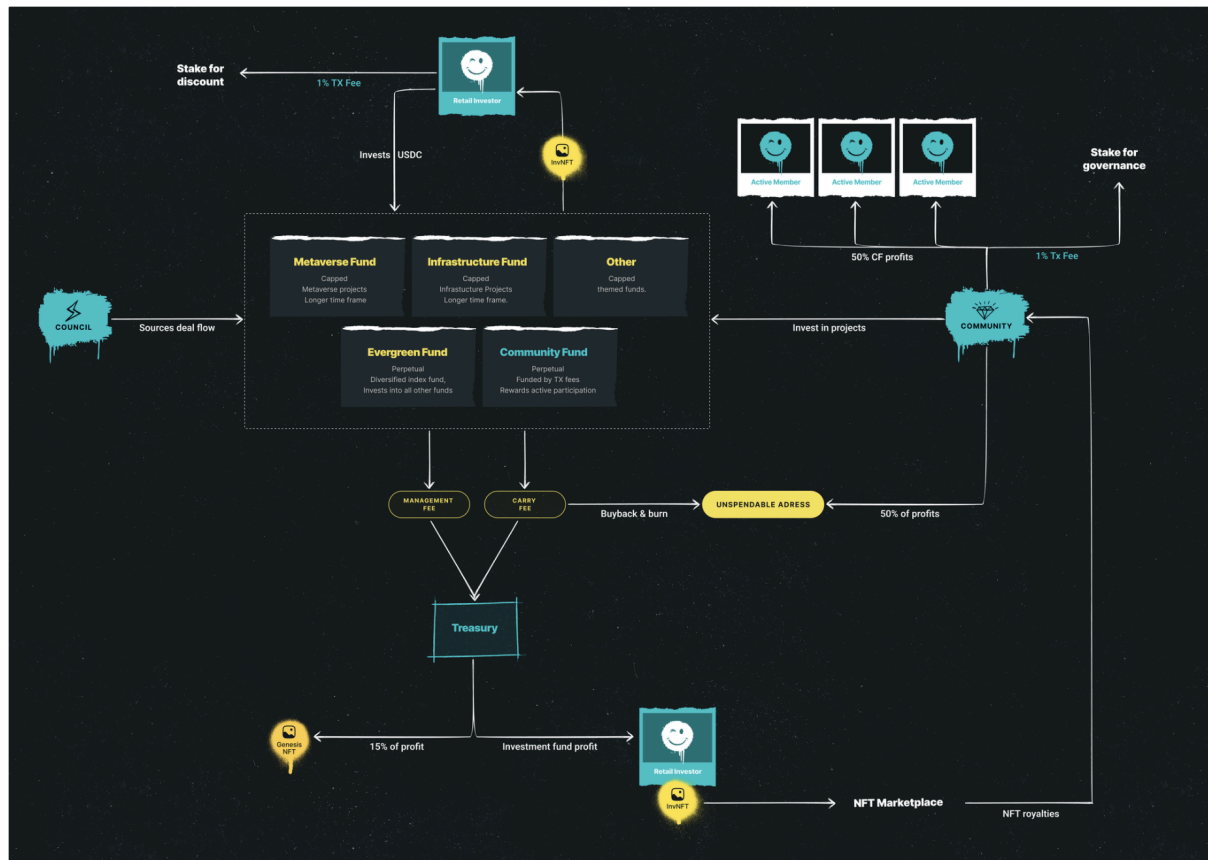
Transaction-Based, Self-Sustaining Economics

This is a transactional tokenomics model, where value accrues to the protocol and, ultimately, to the token holders and investors. There are no preferential payouts. Transaction royalties will enable the protocol to grow and reward a loyal user base for their contributions and performance, while also supporting a dedicated community fund. Common Wealth is committed to avoiding ponzi economics: if the model works, the protocol will capture the value created, on behalf of the community. It's that simple.

10) Real-World APY

There are no bolted-on Defi mechanics here! Stake for discounted royalties or for governance participation. Royalties on investment returns can be reduced

significantly via staking \$WLTH tokens. What's good for the investor is good for the protocol.



11) How profit is distributed

- Once portfolio company projects vest their tokens to the fund, they are gradually sold at prevailing market rates, into volume, and any profits returned to the fund in USDC
- Once the fund returns reach the breakeven point, including repaying the initial 10% protocol royalty fee taken at time of investment) investors are repaid subject to the protocol profit royalty fee (and their individual level of staked discount, if applicable)
- Protocol profit is what remains after operating capital is deducted
- Protocol profit comes from successful fund returns in USDC
 - 10% is retained for Buyback and Burn mechanism
 - 10% is used to fund the Rewards program
- 15% protocol profit is reserved for Genesis NFT holders

- 12% for Series 1
- 3% for Series 2
- The remaining 85% of profit is to be determined by the community

12) \$WLTH token

Common Wealth is powered by the \$WLTH utility token. The WLTH token like all tokens is a representation of value. In this case, it is your share Common Wealth's vision of equal access to opportunity for all.

We have strived for simplicity with a one token model. The \$WLTH token is an ERC20 token running on the Ethereum blockchain. It is an asset without an issuer from day one - as we renounced ownership of the WLTH token before IDO.

All non-investment financial transactions (rewards, staking, governance) are transacted in \$WLTH. \$WLTH is used to:

- Pay 1% royalty fees on all \$WLTH transactions (fuels the Community Fund)
- reduce royalty fees on investment returns
- participate in fund and protocol governance
- deploy investment funds into Community Fund projects
- pay contributors
- earn rewards for participation, learning and promotion
- earn passive income from Community Fund and any protocol dividends

Treasury is mostly denominated in stablecoin (USDC).

USDC stablecoin is used for investments - although it is envisaged in future that investments could be made in Ethereum and DAI.

Token symbol:	\$WLTH
Total max. Supply:	1,000,000,000 (1 billion)

13) Transaction fees

All \$WLTH transactions carry a 1% royalty fee. This royalty fee is paid directly into the Community Fund and, along with secondary sales for any protocol NFTs, perpetually replenishes it.

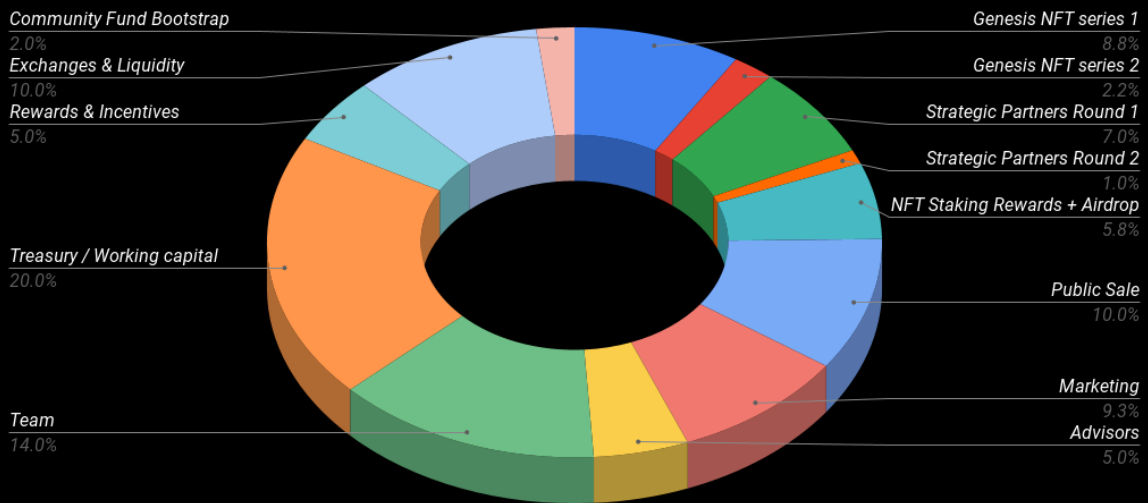
See the Community Fund section for more info.

14) Initial Token Distribution

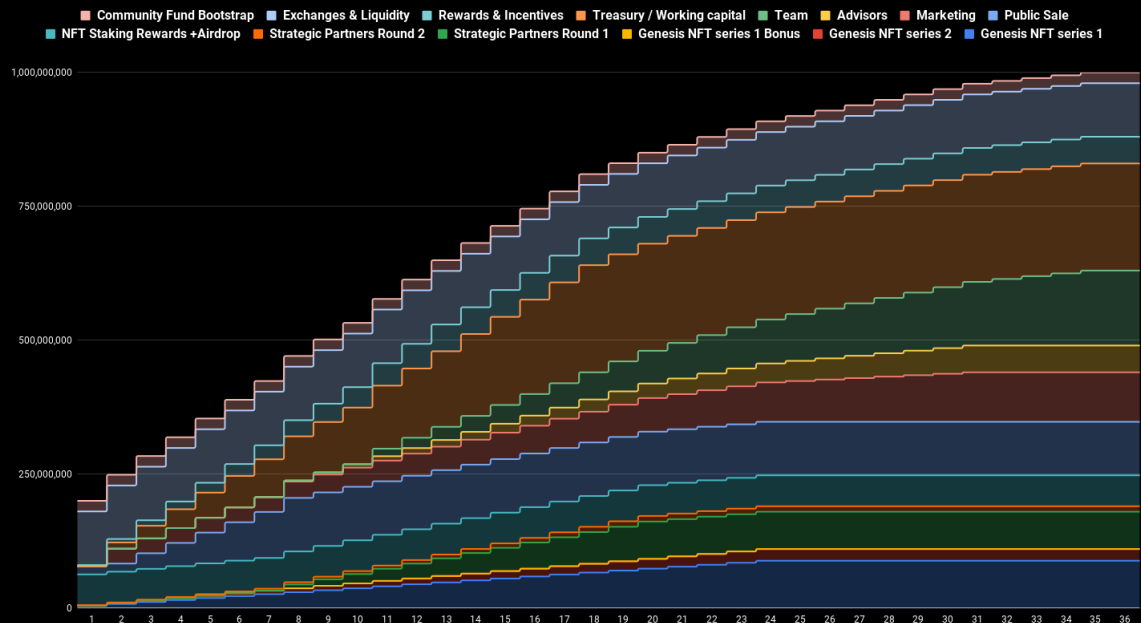
<i>Allocation</i>	<i>Vesting Schedule</i>	<i>Allocation</i>	<i>Tokens</i>
<i>Genesis NFT series 1</i>	24 month linear vest	8.80%	88,000,000
<i>Genesis NFT series 2</i>	24 month linear vest	2.20%	22,000,000
<i>Genesis NFT series 1 Bonus</i>	24 month linear vest	snapshot	
<i>Strategic Partners Round 1</i>	6 month cliff, 10% unlock, 12 month linear vest	6.96%	69,600,000
<i>Strategic Partners Round 2</i>	5% unlock, 18 month linear vest	1.04%	10,400,000
<i>NFT Staking Rewards + Airdrop</i>	100% unlock	5.75%	57,500,000
<i>Public Sale</i>	15% unlock, 1 month cliff, 6 month linear vest	10.00%	100,000,000
<i>Marketing</i>	1 month cliff, 30% unlock, 5 month cliff, 24 month linear vest	9.25%	92,500,000
<i>Advisors</i>	3 month cliff, 24 month linear vest	5.00%	50,000,000
<i>Team</i>	9 month cliff, 10% unlock, 24 month linear vest	14.00%	140,000,000
<i>Treasury / Working capital</i>	1 month cliff, 17 month linear vest	20.00%	200,000,000
<i>Rewards & Incentives</i>	5% unlock, 12 month linear vest	5.00%	50,000,000
<i>Exchanges & Liquidity</i>	100% unlock	10.00%	100,000,000
<i>Community Fund Bootstrap</i>	100% unlock	2.00%	20,000,000
<i>Totals</i>		100.00%	1,000,000,000

*NFT Staking Rewards + Airdrop token allocation will need to be updated after TGE due to Genesis NFT staking rewards air drop calculation

Common Wealth Token Allocation Table



Common Wealth Token Vesting Schedule



15) Fundraising

Common Wealth is community-operated. We raised funds via a fair community sale of both the Series 1 and Series 2 Genesis NFTs in Oct 2022 and May 2023. Two Strategic Investment Rounds followed the Genesis NFT rounds, the first dedicated to strengthening strategic partnerships across the Web 3 Venture Capital community, and the second dedicated to boosting the Go-To-Market “fitness” and focused on Media Partnerships and KOLs. The total funds raised since inception of the project is

	Series 1	Series 2
Max supply	2,000	3,414
\$WLTH per NFT	44,000	6,444
Revenue share	share in 12% of platform profit for the lifetime of the eco-system	share in 3% of platform profit for the lifetime of the eco-system
Governance rights	token allocation	token allocation
	token-gated access to some channels in Community	token-gated access to some channels in Community
	additional utility TBC	additional utility TBC
	invite-only AMAs	

Revenue will be available periodically for claiming - and of course full Treasury reports will be available at all times.

16) Genesis NFT Staking Rewards

As a thank you to the All Street OGs for your trust, support and blind faith in the team, you will be able to stake your genesis NFT until TGE (Token Generation Event) to earn daily \$WLTH tokens.

For every 24-hour period your NFT is secured in the contract, you'll receive some \$WLTH - see table below for more info.

	Series 1	Series 2
Per 24 hours	27 \$WLTH	5 \$WLTH

Staking rewards can be claimed at TGE.

17) Genesis NFT S1 & S2 holders bonus

In addition, if the wallet staking the Genesis NFTs holds both an S1 and an S2, for this pair they will receive a 10% bonus of the S1 \$WLTH allocation (4,400 \$WLTH) to be claimed at TGE.

18) Rewards

To incentivise performance as well as to boost participation and engagement Common Wealth system parties plan to offer several reward programs, and by gamifying the experience, encourage members to engage more deeply and create a more vibrant and active community.

The purpose of the rewards programs are to incentivise participation in the Common Wealth ecosystem, both on the protocol itself and elsewhere online.

The care we have taken in designing the protocol and its economy, tightly integrating community, the streamlined UI, weaving in gamified flywheels to increase utility and nurture engagement - these were undertaken in full recognition of the challenges facing anyone trying to galvanise and grow online communities.

Between some members of the core-contributors we have decades of experience in building and running online communities in best-selling video games at Activision-Blizzard to search and social at Google and Facebook. Others on the team have been forming and participating in DAOs and Guilds for years.

19) Promote program

Part of the value proposition for projects raising money on Common Wealth is the potential army of authentic, passionate followers who are, pardon the pun, invested in the projects success. CW's Promote program is designed to incentivise these investors in the various funds to help promote the project online across various channels.

Users are rewarded for completing Missions and Quests which help promote the projects, ranging from following the project online, to completing tasks in their apps, to creating and sharing content online.

The promotion to launch the protocol and Common Wealth's first fund, the Free VC Fund - was a customised version of the Promote program.

20) Learn program

Users are rewarded for completing short Lessons on useful topics designed to nurture those making their first tentative steps into the world of cryptocurrencies and blockchain, or the world of early stage venture investing or just new to the Common Wealth protocol.

Three learning paths are initially planned:

- Blockchain
- Venture investing
- Common Wealth protocol

The Learn section of the protocol will launch soon after TGE with rewards for completing individual lessons and binders for compelling whole learning paths.

With the notable exceptions of the Priceless Fund rewards program and the Refer program, all Missions and Quest rewards are made in experience points (XP) which can be later redeemed for \$WLTH.

We currently see three broad types of rewards and incentive programs

- Promote
- Learn
- Engage

21) Engage program

Users are rewarded for participating and contributing to the CW ecosystem on an ongoing basis.

Quest name	Description
Onboarding	learn the basics; customise profile; how to invest; how to take advantage of staking for reduced royalty fees
Referral	Users can use their personal referral code to invite friends and family to join Common Wealth and both will receive rewards
Verification	Helps scale rewards program administration by involving community; will also be used as part of a POC as we build out legal decentralisation and the DAOS
Community Moderation	Rewards for moderating some / all of the community groups both on protocol and in the community channels.
Governance	Direct and indirect incentives for participating in proposals and votes, incl. staking \$WLTH for governance
Bug bounties	Rewards for discovery of critical bugs in our systems

Reputation	karma and kudos system Becomes important later as we add in more social investing features & strategies
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22) Integrated NFT Marketplace

As both OpenSea and Rarible are US-based entities, many of our NFT collections will not be available through those marketplaces. In addition, some NFT marketplaces do not honour royalties payments on any secondary sales of the NFTs.

As a result, project participants will develop and launch an integrated NFT marketplace in the app. Allowing all users to buy/sell Genesis NFT or fund Slices directly in the marketplace and in the forums. This will ensure there is always a venue to trade utility-based NFTs and will keep both the royalty transaction fees as well as royalties from the secondary sales stay on Common Wealth.

We have had indications of interest in spinning out the decentralised utility-based NFT marketplace in its own right.

23) Activity-based Rewards Program

Points-based rewards to reward activity and contributions to the network are a staple of the video games industry for many years, and are not gaining momentum in Web3. In addition to a way to reward contributions from the community, such points-based activity may also offer a way through the regulatory debate as they are more akin to loyalty programs than security tokens.

The more the owners in association with a protocol can be active contributors to the protocol and its participants, the more decentralised the network is considered to be. Eliminating friction in governance while encouraging participation and active engagement in both the investment process as well as protocol governance was a key reason in CW's decision to put community itself at the heart of the project.

Points are the quantitative representation of a users contribution to the network

~ Kellan Grenier, Parcl

All activity and contributions to the protocol are measured and awarded various amounts of experience points (XP) depending on the scope of the task, community-defined criteria and evaluation and are rewarded proportionately.

You can imagine our typical rewards program extended to include this form of measurement and incentives to ALL project activities. All activity and contributions to the protocol could be measured and awarded various amounts of experience points (XP) depending on the scope of the task, community-defined criteria and evaluation and could be tracked and rewarded proportionately. This measure of activity proves the involvement of the community in cooperating the protocol bolstering the decentralisation argument and working on our own behalf.

XP points could later be redeemed for \$WLTH, further tying the economic health of the token directly to the community's collective operation and collaboration.

24) Infrastructure for On-chain Governance

Common Wealth intends implementing on-chain governance built on Colony DAOs' technology stack & root governance framework. We see Colony DAO as the smart contract foundation for Common Wealth's groundbreaking Distributed Autonomous Operating System (DAOS).

Colony gives our \$WLTH token governance superpowers, empowering our community with voting weight earned proportionally to the value they contribute to the DAS, and not just the size of their holdings.

In addition, Colony's pioneering "lazy consensus" methodology lets us focus on getting stuff done, instead of endless unnecessary voting.

See [Colony DAO](#) for more info.

25) Staking for Governance

Community members wishing to propose or vote on proposals affecting the protocol, protocol and community can stake \$WLTH to earn voting rights. Final voting power will be based on a combination of staked \$WLTH and Reputation to ensure active participation and governance.