

KONG Land Trustless Unincorporated Nonprofit Association Agreement

Originally Adopted January 31st, 2022

Article I - Organization

Section 1.1 - Status. KONG Land DAO (referred to in this agreement as "KONG Land") is an unincorporated nonprofit association under Wyo. Stat. Title 17, Ch. 22 of the laws of the State of Wyoming.

KONG Land is not intended to be, and shall not be deemed to be, a partnership.

Section 1.2 - Purposes. As more fully stated in its Founding Charter (as may be updated from time to time via governance) KONG Land is organized to securely bridge digital crypto assets into physical forms, to broadly distribute cryptographic tools that allow for the self-custody of crypto assets and to build novel institutions that support the ongoing creation of sound cryptographic computing.

Section 1.3 - Nondiscrimination. KONG Land shall not arbitrarily discriminate on the basis of race, nationality, religion, age, gender, sexual orientation, disability, political affiliation, or otherwise.

Section 1.4 - Decentralized Autonomous Organization (DAO). KONG Land is a DAO, an unincorporated association of individuals, entities, associations and/or other persons or groups of persons who all agree to join together in a common purpose. For KONG Land, that purpose is encapsulated in our Founding Charter.

Section 1.5 - Founding Charter. The KONG Land Founding Charter comprises the primary mission statement for KONG Land. It may be amended from time to time by a majority vote of eligible Citizens.

Section 1.6 - KONG Land Codex. The KONG Land Codex serves as a handbook for governance procedures, policies and as a broader guide to the purposes and functions of KONG Land. It may be adopted through a majority vote of eligible Citizens. Amendments to the KONG Land Codex may be adopted through a majority vote of eligible Citizens or through a designated group such as the KONG Land Senate.

Article II - Membership

Section 2.1 - Eligibility Membership as defined in Wyo. Stat. Title 17, Ch. 22 shall be voluntary and application open to any individual of at least 18 years of age whose purpose or presumed intent is to contribute, to build, and to use the services of KONG Land and is willing to accept the responsibilities and terms of membership.

Section 2.2 - Admission. Membership in KONG Land shall be determined via (1) holding a \$CITIZEN ERC-721 token at the Ethereum address 0x355929193308e157760824ba860390924d77fab9 and (2) carrying out an on-chain signature action from the wallet holding the \$CITIZEN ERC-721 token whereby the applicant signs the Founding Charter co-located at <https://charter.kong.land/charter> and on the Arweave blockchain with the document identifier 1HhglhjmE724U6SHVVhtIFLxGICLy_h0O4SkA3IDhPY. The signature will be recorded on the Arweave blockchain and can be retrieved by a tag consisting of the wallet address of the Citizen holder. Only one membership will be granted to one person regardless of the number of \$CITIZEN ERC-721 tokens held, and additional steps may be taken to prove personhood as determined by the membership. If the Founding Charter is amended from time to time as detailed in Section 1.5, Citizens may need to sign the amended Founding Charter in order to retain voting rights.

\$CITIZEN is a membership and voting token for participating in and improving the governance of KONG Land via the Designated Smart Contract. KONG Land will consistently review, and if necessary, Citizens can make adjustments to the admission requirements based on its evolving needs. The current path to initiate a proposal to join membership and to signal members for a vote can be found in the KONG Land Codex, and may be updated from time to time.

Section 2.3 - Rights. KONG Land Citizens shall utilize the "Designated Smart Contract" (a smart contract deployed to the Designated Blockchain at the Designated Blockchain Address) as the exclusive method of holding, allocating among the Citizens, and spending, or otherwise distributing any Tokens that are KONG Land property, of minting and issuing \$CITIZEN Membership Tokens and holding and recording votes of the Citizens. KONG Land may also utilize the Designated Smart Contract to administer and facilitate certain other arrangements and transactions involving KONG Land, the Citizens and/or third parties.

KONG Land Citizens' rights and responsibilities are controlled by the use of the Designated Smart Contract used to conduct its governance and KONG Land activities. Citizens will cast votes and carry out the decisions made on the Designated Smart Contract. \$CITIZEN tokens are held in Account Addresses, key paired wallets controlled by Citizens in a designated hexadecimal address ("Member Web3 Account"). The registry of Member Web3 Account addresses holding \$CITIZEN governance tokens of KONG Land and who are capable of voting can be found here: <https://charter.kong.land/charter>.

Section 2.4 - Responsibilities. By accepting and retaining membership each applicant shall agree to use the services of KONG Land on at least an occasional basis. Each Citizen shall

keep reasonably current in payment of any dues or membership fees and other financial obligations of membership. Each Citizen shall notify KONG Land of an e-mail address or other acceptable communication channel by which the member may receive written or electronic materials required or permitted by this document or shall notify KONG Land that the member has no e-mail address and designate the mutually acceptable form of communication.

If you are a Citizen, you consent to contact and agree to become legally bound by this Agreement as a KONG Land participant .

Section 2.5 - Limitations. Status as a Citizen does not (and shall not be deemed to) create, and the Membership do not (and shall not be deemed to) include, any authority, right or power on the part of a Citizen to act as the agent, representative or attorney of or otherwise act on behalf of KONG Land or any other Citizen, to bind KONG Land or any other Citizen to any Contract or Liability or to convey any KONG Land property or any asset, right or property owned or held by or on behalf of KONG Land or any Citizen. Without limiting the generality of the foregoing, no Citizen shall be deemed the partner of KONG Land or any other Citizen. No Citizen shall state, purport, imply, hold out or represent to any person that such Citizen or any other Citizen has any such authority, right or power.

To the maximum extent permitted by applicable law, no Citizen shall be (or shall be deemed to be) liable for any liability of the KONG Land or any other Citizen. This shall not (and shall not be deemed to) create or imply any obligation of KONG Land or any Citizen to indemnify or compensate any Citizen from, or hold any Citizen harmless against, any Liabilities incurred by such DAO Member under any applicable law, in connection with the Citizens's participation in KONG Land or otherwise.

Section 2.6 - Inactive status. A Citizen who falls from good standing may have their membership revoked or suspended through the vote of Membership (each said action, a "Guild Kick/Member Removal"). References herein to the rights and entitlements of members shall be understood to refer only to members in good standing. Good standing will mean participating in at least one vote every two years within KONG Land and not conducting any criminal activity against KONG Land. The definition for good standing, including the minimum voting requirement of one vote every two years, may be updated from time to time as specified by the KONG Land Codex.

Section 2.7 - Access to information. Citizens shall have access to information concerning the operational and financial affairs via the Treasury application of the organization. Currently the KONG Land treasury can be viewed via Designated Smart Contract.

Section 2.8 - Settlement of disputes. In any dispute between KONG Land and any of its Citizens or former Citizens which cannot be resolved through informal negotiation, it shall be the policy of KONG Land to use mediation whereby an impartial mediator may facilitate negotiations between the parties and assist them in developing a mutually acceptable settlement. Neither party with a grievance against the other shall have recourse to litigation until the matter is submitted to mediation and attempted to be resolved in good faith. In the event that a dispute

cannot be resolved through mediation, Membership agree that there is a preference to settle disputes amongst members or between members and KONG Land via decentralized dispute mechanisms via smart contract protocols as specified from time to time by the KONG Land Codex.

Section 2.9 - Transferability of Membership. Membership rights and interests may be transferred through transfer of the \$CITIZEN token and readmission through the steps described in Section 2.2. The KONG Land membership may vote to change or remove transferability.

Section 2.10 - Withdrawal and Expulsion. A Citizen may withdraw at any time upon notice to KONG Land by burning or transferring their \$CITIZEN token. A member may be expelled by KONG Land through the Guild Kick procedure established in Article VI of this document and adopted by the membership. Upon termination of membership \$CITIZEN token, all rights and interests in KONG Land shall cease.

Article III - Meetings of Members

Section 3.1 - Meetings. Meetings of Citizens shall be described on a basis at the discretion of its membership in the KONG Land Citizens Forum. Typically, governance meetings are set on a bi-weekly cadence through internet chat which is where parties agree to conduct such other business as may properly come before the meeting.

Section 3.2 - Special meetings. Special meetings of Citizens may be called by a designated group (the "KONG Land Senate"). The KONG Land Senate as described in Section 4.2 is not required and may never be formed. Creation and Designation of the KONG Land Senate will be approved via the Designated Smart Contract.

Section 3.3 - Time and place. The date, time and place of all meetings of the KONG Land Senate shall be determined by the KONG Land Senate or, in the event that the KONG Land Senate fails to act, by a call for vote via the Citizens.

Section 3.4 - Notice. The membership is responsible for monitoring votes of concern on the Designated Smart Contract. Notice of votes can be set up by \$CITIZEN holders via the Designated Smart Contract and when votes are triggered in KONG Land Citizens Forum. Notices of meetings shall also be posted on KONG Land's official social media and KONG Land Citizens Forum including the Citizen information roster, but the inadvertent failure to do so shall not affect the validity of the meeting. Any business conducted at a meeting of members other than that specified in the notice of the meeting shall be of an advisory nature only.

Section 3.5 - Quorum. The KONG Land Codex ("Codex") shall provide a written explanation of the voting mechanism and voting quorum requirements of KONG Land. All actions using a software agent, Treasury, membership and voting are governed by the Designated Smart Contract.

Section 3.6 - Voting. Unless otherwise required or designated in writing, each Citizen in good standing, as defined within Section 2.6, shall have one and only one vote on each matter submitted to a vote of Citizens. Voting by manual proxy shall not be permitted, programmatic proxy voting may be used with the consent of the DAO unless otherwise required by law or by this agreement, issues shall be decided by the Designated Smart Contract. Records of membership shall be associated with an Account Address and be made accessible via Designated Smart Contract on the Designated Blockchain Network.

Article IV - Decentralized Governance

Section 4.1 - Powers and duties. Except as to matters reserved to members by law or by this agreement, all KONG Land powers shall be exercised by or under the authority of Citizens or such agents or designees approved by Citizens through Designated Smart Contract voting.

Section 4.2 - KONG Land Senate. Should Citizens vote for a proposal creating the KONG Land Senate via the Designated Smart Contract, the structure, terms and means of selection of members of the KONG Land Senate (“Senators”) shall be enumerated in said proposal and recorded in the Codex. The KONG Land Senate structure, terms and means of selection of Senators may be amended by a vote of Citizens.

Article V - Governance Shares and Capital Shares

Section 5.1 - Redemption. Citizens have no rights of redemption of any working capital, or token assets, held within KONG Land. It is not anticipated that KONG Land will ever turn a “profit” as excess capital will be paid out via charitable donations, grants, or other forms of support meant to carry out the Founding Charter.

Article VI - Guild Kick/Member Removal and Exit

Section 6.1 - Guild Kick/Citizen Removal Procedures. Shall be governed by the Codex.

Section 6.2 - Material Adverse Exception Event. Notwithstanding anything to the contrary set forth in Section 4, if there is a Material Adverse Exception Event, then the rules and procedures set forth in this clause shall determine the rights and obligations of the Citizens relating to the KONG Land property.

Article VII - Fiscal and Miscellaneous Matters

Section 7.1 - Fiscal year. The fiscal year of KONG Land shall be the calendar year beginning January 1st and Ending December 31st.

Section 7.2 - Indemnification. KONG Land shall indemnify its directors, officers, employees, or agents as required under Wyoming law, and may indemnify such persons as permitted under Wyoming law. Indemnification payments shall be made on a priority basis but only in such increments and at such times as will not jeopardize the ability of KONG Land to pay its other obligations as they become due.

Section 7.3 - Communication by electronic means. Unless otherwise required by law or by agreement, any notice, vote, consent, petition, or other oral or written communication required or permitted can be delivered by electronic means, provided that, in the case where such communication expressly or impliedly requires the signature of the person submitting the communication, means are in place to reasonably assure the authenticity of the signature.

Article VIII - Interpretation and Amendment of Agreement

Section 8.1 - Interpretation. The KONG Land Senate (if formed via vote of Citizens) shall have the power to interpret this Constitution, apply them to particular circumstances, and adopt policies in furtherance of them, provided that all such actions are reasonable and consistent.

Section 8.2 - Severability. In the event that any provision of this Constitution is determined to be invalid or unenforceable under any statute or rule of law, then such provision shall be deemed inoperative to such extent and shall be deemed modified to conform with such statute or rule of law without affecting the validity or enforceability of any other provision of this Constitution.

Section 8.3 - Amendment. This Constitution may be amended by presenting the redlined version of the amendments at a meeting of Citizens, and adopted by a vote or merge request as prescribed in the Codex. As a form of soft consensus, any Citizen may timely protest a merge request made to the Constitution that has not been adopted as an approved version by Citizens via the Designated Smart Contract.

Article IX - Definitions

(a) "Account Address" means a public key address on the Designated Blockchain Network that is uniquely associated with a single private key, and at which no smart contract has been deployed.

(b) "Claim" means any past, present or future dispute, claim, controversy, demand, right, obligation, liability, action or cause of action of any kind or nature.

(c) "Confirmation" of a transaction shall be deemed to have occurred if and only if such transaction has been recorded in accordance with the Consensus Rules in a valid block whose hashed header is referenced by at least 12 subsequent valid blocks on the Designated Blockchain.

(d) “Consensus Attack” means an attack that: (i) is undertaken by or on behalf of a block producer who controls, or group of cooperating block producers who collectively control, a preponderance of the means of block production on the Designated Blockchain Network; and (ii) has the actual or intended effect of: (A) reversing any transaction made to or by the Designated Smart Contract after Confirmation of such transaction, including any “double spend” attack having or intended to have such effect; or (B) preventing inclusion in blocks or Confirmation of any transaction made to or by the Designated Smart Contract, including any “censorship attack,” “transaction withholding attack” or “block withholding attack” having or intended to have such effect.

(e) “Consensus Rules” means the rules for transaction validity, block validity and determination of the canonical blockchain that are embodied in the Designated Client.

(f) “Contract” means any: (i) written, oral, implied by course of performance or otherwise or other agreement, contract, understanding, arrangement, settlement, instrument, warranty, license, insurance policy, benefit plan or legally binding commitment or undertaking; or (ii) any representation, statement, promise, commitment, undertaking, right or obligation that may be enforceable, or become subject to an Order directing performance thereof, based on equitable principles or doctrines such as estoppel, reliance, or quasi-contract.

(g) “KONG Land Property” means any Token or other asset, right or property licensed to or on deposit with or owned, held, custodied, controlled or possessed by or on behalf of KONG Land, including any Token on deposit with or held, controlled, possessed by or on deposit with the Designated Smart Contract.

(h) “Designated Blockchain” means at any given time, the version of the digital blockchain ledger that at least a majority of nodes running the Designated Client on the Designated Blockchain Network recognize as canonical as of such time in accordance with the Consensus Rules. For the avoidance of doubt, the “Designated Blockchain” does not refer to ETHEREUM CLASSIC or any digital blockchain ledger commonly known as a “testnet”.

(i) “Designated Blockchain Network” means the Ethereum mainnet (networkID:1, chainID:1)” as recognized by the Designated Client.

(j) “Designated Client” means the Official Go Ethereum client available at <https://github.com/ethereum/go-ethereum>.

(k) “Designated Smart Contract” means the smart contract deployed at address [Designated Smart Contract Address] on the Designated Blockchain.

(l) “Distributed KONG Land Property” means any asset, right or property that was once KONG Land Property and has been distributed to a DAO Member.

(m) “Legal Order” means any restraining order, preliminary or permanent injunction, stay or other order, writ, injunction, judgment or decree that either: (i) is issued by a court of competent jurisdiction, or (ii) arises by operation of applicable law as if issued by a court of competent jurisdiction, including, in the case of clause “(ii)” an automatic stay imposed by applicable law upon the filing of a petition for bankruptcy.

(n) “Legal Proceeding” means any private or governmental action, suit, litigation, arbitration, claim, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other governmental entity or any arbitrator or arbitration panel.

(o) "Liability" means any debt, obligation, duty or liability of any nature (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, inchoate derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with generally accepted accounting principles and regardless of whether such debt, obligation, duty or liability is immediately due and payable. To be "Liable" means to have, suffer, incur, be obligated for or be subject to a Liability.

(p) "Lien" means any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, other possessory interest, conditional sale or other title retention agreement, intangible property right, claim, infringement, option, right of first refusal, preemptive right, exclusive license of intellectual property, community property interest or restriction of any nature including any restriction on the voting of any security or restriction on the transfer, use or ownership of any security or other asset.

(q) "Material Adverse Exception Event" means that one or more of the following has occurred, is occurring or would reasonably be expected to occur:

- (i) a Consensus Attack adversely affecting the results or operations of the Designated Smart Contract;
- (ii) the Designated Smart Contract having become inoperable, inaccessible or unusable, including as the result of any code library or repository incorporated by reference into the Designated Smart Contract or any other smart contract or oracle on which the Designated Smart Contract depends having become inoperable, inaccessible or unusable or having itself suffered a Material Adverse Exception Event, mutatis mutandis;
- (iii) a material and adverse effect on the use, functionality or performance of the Designated Smart Contract as the result of any bug, defect or error in the Designated Smart Contract or the triggering, use or exploitation (whether intentional or unintentional) thereof (it being understood that for purposes of this clause "(iii)", a bug, defect or error will be deemed material only if it results in a loss of 15 percent of the KONG Land Property);
- (iv) any unauthorized use of an administrative function or privilege of the Designated Smart Contract, including: (A) any use of any administrative credential, key, password, account or address by a Person who has misappropriated or gained unauthorized access to such administrative credential, key, password, account or address or (B) any unauthorized use of an administrative function or privilege by a [DAO Membership Units Ticker] Member or a representative of a \$CITIZEN Member; or
- (v) the Designated Smart Contract, any of the \$CITIZEN Members or the KONG Land Property is subject to a Legal Order that prohibits the Designated Smart Contract (or that, if the Designated Smart Contract were a Person, would prohibit the Designated Smart Contract) from executing any function or operation it would otherwise reasonably be expected to execute.
- (vi) "Person" means any human, robot, bot, artificial intelligence, corporation, partnership, association or other individual or entity recognized as having the status of a person under the law.
- (vii) "Token" means a digital unit that is recognized by the Designated Client on the Designated Blockchain Network as capable of: (a) being uniquely associated with or

“owned” by a particular public-key address on the Designated Blockchain Network at each particular block height; and (b) having Transfers of such digital unit recorded on the Designated Blockchain.

- (viii) “Transfer” of a Token to a given address (the “Receiving Address”) on the Designated Blockchain Network will be deemed to have occurred if and only if it is recognized by the Designated Client on the Designated Blockchain Network that:
- (ix) there has been duly transmitted to the Designated Blockchain Network a new transfer function transaction that:(a) provides for the reassociation of the Designated Token with the Receiving Address; and (b) is signed by a private key that is (or a group of private keys that together are) sufficient to authorize the execution of such transfer function; and
- (x) such transaction has been Confirmed.

(r) "Guild Kick" means removal from the membership via vote of \$CITIZEN members to destroy the \$CITIZEN Membership token through a burn function or other process as described in the Codex. Unless specifically provided otherwise a member subject to a Guild Kick shall not be entitle to any distribution or return of capital, funds, retains, etc.