

FlippinDAO CONSTITUTION

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PREAMBLE

This “Constitution” defines rules and processes for the governance and operations of a Decentralized Autonomous Organization or “DAO.” The “Ratifiers” are adopting these rules as the formal authority structure for the DAO specified upon the Constitution’s adoption, which may be an entire entity or a part of one that the Ratifiers have authority to govern and run.

The Ratifiers and anyone else who takes part in the governance and operations of the DAO (its “DAO Participants”) may rely upon the authorities granted by this Constitution, and also agree to be bound by its responsibilities and constraints.

All DAO Participants’ responsibilities and constraints within the DAO are defined in this Constitution, and in the Governance that results from it. No former or implicit expectations or constraints carry any weight or authority, unless a DAO’s Governance explicitly empowers them or they come from a pre-existing contractual agreement with the DAO.

Article I: DAO Structure

1.1 DAO Basics

A “DAO” is a Decentralized Autonomous Organization.

A “DAO” is made up of pods, Sub-pods, Clusters, Perspective Lenses, and Contact Lenses.

A “Pod” represents a group of individuals organized around a shared goal that have legally anchored their distributed governance framework by registering it as a corporate entity.

A “*Sub-Pod*” is a group within a DAO that is forming into a Pod.

A “*Participating Member*” is defined as any autonomous individual, with ownership in a specific DAO, who consistently participates through one or more “*Perspective Lenses*” (PLs).

A “*Observing Member*” is defined as any autonomous individual with ownership in a specific DAO that does not participate through a PL in the DAO or a Sub-DAO.

1.2 DAO Formation

At the initial formation of a DAO, its “*Vision*” is carried by the initiating individual (the “*Founder*”). When that Vision has been cultivated to a level of clarity where it warrants support, the Founder can take “*First Action*” to initiate a DAO.

First Action consists of sufficiently articulating, whether in writing or otherwise, the Vision of the DAO.

Once First Action is taken, the Founder holds the unified “*Black Perspective*.” At this stage the Founder holding the Black Perspective is embodying the entire spectrum of Perspectives within the DAO.

Through First Action, the “*Primary Prospective Member(s)*” is/are attracted and invited

in for support.

In offering their “*Primary Perspective(s)*,” they explore, draw out, and cultivate the Vision held by the Founder through dialogue and reading any documentation gathered or created by the Founder.

The initial phase of DAO Formation is to serve as relationship building between the Founder and any Primary Prospective Member(s) while strengthening their connection to a set of “*Core Values*” and the “*Shared Vision*”.

While the DAO is forming, the Primary Prospective Member(s) begin(s) to ideate around their “*Primary Perspective Lense(s)*” (*Primary PLs*).

These Primary PLs, once “*Legally Anchored*” (as outlined in Section 1.2.1 below), will form the initial internal structure of the Founding Pod.

1.2.1 Legal Anchoring

To initiate the lawful formation of a DAO the Primary Prospective Member(s) must decide to begin the “*Legal Anchoring*” process. The Founder may participate in the dialogue in the lead up to the Legal Anchoring process, but the Primary Prospective Member(s) will define the suite of documents and ensure the Founder is in alignment with the documentation before its finalization and signing.

The Legal Anchoring process involves:

- (a) defining the Vision of the DAO, the Core Values, and the Primary PLs that encompass the DAO’s early operation;
- (b) defining a list of any other anticipated PLs or “*Contact Lenses*” (as defined in Section 3.1 below) where relevant, that would support the DAO;
- (c) forming any “*DAO Policies or Guidelines*” - which determine the agreed upon rules of engagement for the DAO with respect to particular functions including, but not limited to, any Prism Policies or Guidelines, Contact Lens Policies or Guidelines, Financial Policies or Guidelines, Governance Policies or Guidelines or Meeting and Minutes Policies or Guidelines which can be created or updated at any time by the “*Governance Process*”;

- (d) drafting and signing the “*Operating Agreement*”;
- (e) incorporating the DAO as a legal entity;
- (f) adopting and ratifying the Constitution; and
- (g) utilizing legal counsel to Legally Anchor the DAO through any additional necessary legal documentation.

After the completion of this process, the DAO is Legally Anchored and becomes an autonomous container. At this stage the Founder and the Primary Prospective Members all become “*Participating Members*” in the Founders Pod.

In now having dispersed the entire spectrum of Perspectives within the DAO, the Founder moves from holding the Black Perspective to holding the “*White Perspective*” and defines the “*White Perspective Lens*” (*White PL*).

The White PL takes the bird’s eye view in stewarding the DAO’s Vision for the Vision to become actualized.

1.3 Inviting Prospective Members

Additional “*Prospective Members*” may now be invited, in writing, to contribute their Perspectives, for a period of 9 months (unless an alternate time-frame is otherwise voted and agreed upon in a Governance Meeting in accordance with Section 4.1 below) during the “*Prospective Member Trial Period*”. During this time, the Prospective Members lend their Perspectives to the Vision and Core Values of the DAO to determine if they are in alignment with the Participating Members. They will also participate with the DAO, as any other Participating Member would, by either contributing their Perspectives through the anticipated PLs identified at 1.2.1(b) or by modifying the anticipated PLs to more accurately reflect their unique Perspectives.

Prospective Members will be included in the DAO’s “*Support Structure*” (as set out at Section 5.1.1 below) and may participate in the DAO “*Meetings*” (as defined in Section 5.4 below), they will participate in the “*Meritocratic Review Process*” (as set out at Section 5.2 below) as well as the “*Meritocratic Compensation System*” (as outlined in section 5.3 below). However, they do not have voting rights during this time (unless otherwise specified in their written invitation to the “*Prospective Member Trial Period*” or

as agreed by a Vote, as set out at Section 2.4 below).

At the end of the Prospective Member Trial Period, the Prospective Members present their choice to join or leave the DAO, in writing, to all Participating Members.

If their choice is to join the DAO as Participating Members, a “Vote” is called between the existing Participating Members to either accept or reject their proposal to join.

Participating Members must follow the “Voting Process” (as set out at Section 2.4 below) to bring the Prospective Member(s) onboard (and any Observing Members will also be notified of the Vote (in accordance with Section 2.5 below).

Then the Participating Members extend (a) formal invitation(s) to the Prospective Member(s) into the DAO, at which time the Prospective Members will call a “Governance Meeting” (as set out at Section 4.2 below) to define their PLs, and sign the Constitution, the Operating Agreement and any other relevant documentation for the DAO.

Article II: Perspective Lenses

Each Participating Member is responsible for defining and refining their PL(s) to include the following:

- (a) Its “*Vision*,” which outlines the overarching purpose of the PL that the Participating Member will steward on behalf of the DAO, in alignment with the DAO’s Vision;
- (b) Its “*Territories*,” which outlines the areas being overseen by the Participating Member on behalf of the DAO, in alignment with the DAO’s Vision; and
- (c) Its “*Duties*,” which outline the ongoing duties that the Participating Member will enact on behalf of the DAO, in alignment with the DAO’s Vision.

2.1 Perspective Lens Responsibilities

Participating Members of a DAO are responsible for continually updating and refining their PLs and sharing any relevant and material changes to their PLs with other

Participating Members in a timely fashion.

2.1.1 Addressing Expansion Thresholds

Participating Members are responsible for identifying and addressing any “*Expansion Thresholds*” that they observe. An Expansion Threshold is understood to be present when a gap is perceived between how a Participating Member is currently contributing through their PL and the Vision they hold for their PL. The Expansion Threshold is the threshold they reach that limits their expansion towards their PL’s Vision.

A Participating Member may choose to address an Expansion Threshold through the “*Advice Process*” (as defined at Section 2.3.2 below), their “*Support Structure*” (as defined at Section 5.1.1 below) or through a “*Sweat Lodge Meeting*” (as defined at Section 5.4.1 below). If they are unable to resolve the Expansion Threshold in any of these manners, they may call a “*Governance Meeting*” (as defined at Section 4.2 below) to address it.

All Participating Members are empowered to bring awareness to an Expansion Threshold that they perceive, even when it falls outside the Territory of their PL, at any time. They have the ability to speak to it through the Advice Process, their Support Structure and/or a Sweat Lodge Meeting to support its resolution. If this creates an “*Emotional / Relational Threshold*” for either the Participating Member bringing awareness to the Expansion Threshold or for the Participating Member that the Expansion Threshold directly affects, the affected person is responsible for addressing it (as outlined in Section 2.1.2 below).

2.1.2 Addressing Emotional / Relational Thresholds

Participating Members are responsible for identifying any Emotional / Relational Thresholds that exist. An Emotional / Relational Threshold is implicit when a Participating Member’s emotional or relational experience is interfering with their ability to effectively participate in stewarding the DAO’s Vision or the Vision of their PL.

Participating Members are responsible for addressing any Emotional / Relational Thresholds themselves, with the support of their Support Structure. If this does not resolve the Emotional / Relational Threshold, they are responsible for engaging the Advice Process with the DAO Participant(s) the Emotional /

Relational Threshold relates to in an attempt to resolve it.

If the Emotional / Relational Threshold still remains unresolved, the Participating Member is responsible for initiating an “*Emotional / Relational Meeting*” (“*ER Meeting*”, as defined at Section 5.4.2 below) to address it with any DAO Participant(s) the Emotional / Relational Threshold relates to, to be mediated by the Sweat Lodge Meeting Guide (as outlined in Section 5.4.2 below). If additional support is necessary, the Emotional / Relational Threshold can be raised in a Sweat Lodge Meeting (as outlined in Section 5.4.1 below).

All Participating Members are empowered to bring awareness to an Emotional / Relational Threshold that they perceive at any time. They have the ability to speak to it through their Support Structure, the Advice Process, and/or a Sweat Lodge Meeting to support its resolution. If this creates an Emotional / Relational Threshold for the Participating Member bringing awareness to the Threshold, or for the Participating Member that the Emotional / Relational Threshold directly affects, the affected person is responsible for addressing it as outlined in this Section.

2.1.3 Directing Resources

DAOs will be transparent about their resources amongst the Participating Members and any Participating Member may utilize available resources for any purpose at any time, through the Advice Process (outlined in Section 2.3.2 below).

2.2 Updating and Dividing Perspective Lenses

All PLs or relevant PL Policies and Guidelines may be updated and refined and any relevant and material changes shared with other Participating Members in a timely fashion.

If a Participating Member is reaching capacity and feels they cannot fulfill the responsibilities of their PL, this qualifies as reaching an Expansion Threshold, to be addressed (as outlined in Section 2.1.1 above). The Participating Member can also propose a division of the PL that may result in inviting in a new Prospective Member, hiring a “*Contact*” through a “*Contact Lens*” (as defined in Section 3.1 below), or taking First Action to initiate the formation of a “*Sub-Pod*” (as defined in Article VI below).

2.2.1 Multiple Perspective Lenses

A Participating Member can define and contribute their Perspective through more than one PL at any one time. If a Participating Member elects to create a new PL for themselves, it may be defined and shared in a Governance Meeting.

2.3 Authority to Act

Participating Members have the authority to make any decision and execute any actions at any time that they reasonably believe are useful for stewarding their PL's Vision, overseeing their PL's Territories, and enacting their PL's Duties.

Participating Members also have authority to act outside of the Territory of their PL, with respect to anything that has the purpose or effect of moving the DAO's Vision forward.

Contacts have the authority to make any decision and execute any actions at any time that they reasonably believe are useful for stewarding their CLs.

If the decision or action is likely to impact another DAO Participant, or if another DAO Participant's expertise is relevant, then (a) it is recommended that Participating Members follow the Advice Process (as set forth in Section 2.3.2 below); and (b) it is required that Contacts follow the Advice Process.

However, if an Action will cause "*Material Impact*" (as defined in Section 2.3.1 below) within a Territory overseen by another Participating Member, another DAO Participant, or another DAO or Sub-DAO, the Advice Process must be followed.

2.3.1 Material Impact

Material Impact is defined as the impact of any choice that threatens the realization of the DAO's Vision or the realization of a PL's Vision, obscures its Territories, or interferes with the execution of its Duties.

DAO Participants are to exercise reasonable discernment to assess whether Material Impact is going to be created by their decision or action.

Any Participating Member whose PL is materially impacted by another Participating Member may either respond on a case-by-case basis or may also

define “*PL Guidelines*” for their PL.

PL Policies and Guidelines can grant authority to allow others to materially impact their PL without enacting the Advice Process. Before a PL Policy or Guideline is valid, the Participating Member must first publish it in the “*Record*” (as defined in Section 2.7 below) so it is available for all DAO Participants to see.

2.3.2 Advice Process

To follow the Advice Process, the DAO Participant proposing a decision or action, or requesting expertise, initiates an informal conversation with any relevant DAO Participant(s) to share their proposal, request, perspective, logic and/or question. The affected DAO Participant(s) may then lend insight and any relevant expertise.

If the affected DAO Participant(s) believes the decision or action will create an Expansion Threshold if the proposing DAO Participant were to move forward with the decision or action, this may be discussed and, if possible, a solution found which achieves the proposing DAO Participant’s goal while addressing any Expansion Thresholds that have been raised in the conversation.

If the Advice Process is followed and agreement cannot be reached between the DAO Participants about the proposed course of action, the proposing DAO Participant may abandon the decision / action or still take the decision / action (without any further process).

However, if the Advice Process was required because of an action that causes Material Impact, the proposing DAO Participant may choose to abandon the decision / action. Participating Member(s) only may still choose to go forward with it, and this action would become an “*Individual Action*” (as defined at Section 2.3.3 below).

If a Participating Member proceeds with an Individual Action, and it creates an Expansion Threshold for the affected party, the affected party may then follow Section 2.1.1 above.

Contacts cannot take Individual Action, but can raise any concerns arising from the Advice Process with their “*Prism*” (as defined at Section 3.1 below) if need be.

2.3.3 Individual Action

Participating Members are authorized to act even if:

- (a) it causes Material Impact where they could not come to an agreement with an affected DAO Participant through the Advice Process; or
- (b) when there is not sufficient time to enact the Advice Process, or to propose a Governance change to allow the Individual Action to proceed; or
- (c) it breaks the rules of this Constitution.

This is known as taking Individual Action. Participating Members may take Individual Action so long as the Participating Member is acting in good faith to serve the Vision of the DAO.

No Individual Action is to take place while “*The Ratchet Process*” is in effect (as set forth in Section 5.5 below).

2.3.3.1 Addressing Expansion and Emotional / Relational Thresholds from Individual Action

Upon taking Individual Action, the Participating Member has a responsibility to explain their Individual Action and the reasoning behind it to any Participating Member who is materially impacted.

If the Individual Action creates an Expansion Threshold for the Participating Member who took the Individual Action, or for any other Participating Member, which cannot be resolved through the Advice Process, a Support Structure, or Sweat Lodge the person with the Expansion Threshold may call a Governance Meeting to address it.

The Participating Member taking the Individual Action has a responsibility to attend that Governance Meeting and take any reasonable actions to assist in addressing any Expansion Thresholds created by their Individual Action.

Any Emotional / Relational Thresholds arising from the Individual Action may be dealt with as outlined in Section 2.1.2 above.

After taking Individual Action, the Participating Member has a responsibility to prioritize the actions outlined in this Section.

2.4 Voting Process

Every Participating Member has the authority to initiate a “*Voting Process*” at any time, including for any decision which cannot be agreed upon, so long as it takes place during a Governance Meeting or 24 hours notice has been given to all Participating Members about the Vote. In the latter case, the “*Vote*” will take place via an agreed upon technological platform and the Participating Members will have 24 hours in which to place their Vote.

If a Voting Process is initiated, a Vote will be decided by the Vote of the majority. All Participating Members may cast a Vote in every Voting Process, with the exception of the Founder holding the White Perspective. In the case of a tie, the Founder holding the White Perspective makes the final Vote to create a majority Vote.

Participating Members are encouraged to gather any relevant feedback from any DAO Participants, informally, prior to the Vote, to create the most information-rich perspective, but only Participating Members may Vote.

Observing Members do not have a Vote in the Voting Process except in the case of a proposed sale or dissolution of the DAO.

All Votes, and all results of all Votes, may be captured in the Record. In addition, if a Vote affects acting Governance then the Governance Scribe will update the Governance notes with the results of the Vote, and the logic behind it, in the Record.

2.5 Becoming a Observing Member

At any time, a Participating Member may voluntarily choose to become “*Non-Participating*.”

To voluntarily become Non-Participating a Participating Member must notify all Participating Members, in writing, that they wish to go Non-Participating, and call a Governance Meeting to “*Fire*” their Lens in accordance with Section [2.6.1](#) below.

A Participating Member may also be voted Non-Participating by majority Vote of their Accountability Members through the “*Lens Firing*” process, as outlined in Section [2.6.2](#)

below.

During the time that the Member is Non-Participating they will have no decision-making power or Vote in the DAO, with the exception of a Vote on a sale or dissolution of a whole DAO. In the event of a Vote on a sale or dissolution of a DAO, any Observing Member(s) will be notified of the potential sale or dissolution (at least 14 days prior, at their last known address and via their last active method of communication) and be invited to participate in the Vote. The Vote on a sale or dissolution of the whole DAO will only pass by consensus.

Observing Members will also be notified of any impending Vote about any new Prospective Member, any proposed sale or buy-back of equity, and any proposed sale of any Sub-DAO, but they will not be invited to Vote unless they choose to re-engage and become Participating.

If a Participating Member becomes Non-Participating, the protocol for pay and any changes in Dynamic Equity will be determined in accordance with the Dynamic Equity Policy in the DAO's Financial Policy.

2.5.1 Re-Engagement of a Observing Member

At any time that a Observing Member wishes to re-engage and become Participating, they must notify all Participating Members, in writing, through a "*Statement of Re-Engagement*" and attend the next Sweat Lodge Meeting (as set forth in Section 5.4.1 below). They must also call a Governance Meeting to define their new PL, determine their Support Structure and re-engage the Meritocratic Review Process. Any relevant protocol for pay and any changes in dynamic equity will be determined in accordance with the DAO's Financial Policy.

2.5.2 Dismissal

If a Participating Member chooses to stop participating and goes out of communication (i.e going "AWOL,") it is the responsibility of one of their Support Members to Fire their Lens. At that time, the AWOL Participating Member's PL will be enacted by their firing Support Member (in accordance with Section 5.1.1). The Support Member can then call for a Governance Meeting to redistribute any constituent elements of the PL that they so choose (in accordance with Section 2.6.2 below).

If the Participating Member whose Lens was Fired does not engage the "*Appeal Process*," (as outlined in Section 2.6.2 below), and has no written communication with

any of the remaining Participating Members, after 30 days they will be “*Dismissed*” as a Member of the DAO and equity as defined by and dealt with in accordance with the DAO's Financial Policy”.

2.5.3 Exit of a Member on a Sale

If one Participating Member wishes to exit the DAO, they will follow the process in Section 2.5 above to go Non-Participating and notify all Participating Members that they also wish to transfer their equity in the DAO.

The Participating Member who wishes to exit calls a Governance Meeting to Fire their Lens. In that Governance Meeting they would offer to transfer their equity, either through a buy-back of the equity by the DAO, a sale to one or more of the other Members, or a sale to a third party in accordance with the DAO's Financial Policy.

2.6 Perspective Lens Firing

2.6.1 Participating Member Fires Their Own Lens

If a Participating Member either chooses to become a Observing Member or no longer wishes to shine their Perspective through a particular PL, they may resign from the responsibilities associated with the PL at any time by giving notice to every Participating Member who may be Materially Impacted.

This is known as “*Lens Firing*”.

This process will take place in a Governance Meeting to be called by the resigning Participating Member, and entails ensuring that all of the constituent elements of that PL (including its Vision, Territory and Duties), anything material that is not otherwise listed in that PL, any open communication with other DAO Participants or clients, and any other processes or information that are pertinent to effectively enact that PL are documented.

This occurs so that the PL can be handed off in its entirety to someone else to pick up and shine their Perspective through. Alternatively, the constituent elements of that PL can be redistributed among the Participating Members at that time.

2.6.2 Participating Member Fires Another Participating Member's Lens

A Participating Member's PL(s) may also be Fired by another Participating Member who acts as one of their "*Support Members*", in accordance with the process set forth in Section 5.1.1 below.

In that case:

(a) The Participating Member whose PL was Fired will cease participation immediately for a period of 48 hours and the Support Member who Fired their PL will assume responsibility for their PL until the "*Appeal Process*," outlined in this Section, has been completed;

(b) At the 48 hour mark, the Participating Member whose PL was Fired may:

(i) Choose to initiate an Appeal Process by reaching out to their other two Support Members to request an Appeal Meeting if they believe the Firing was unwarranted or if they would like to propose modifying their PL, defining a new PL, or initiating a new Sub-Pod; or

(ii) Choose not to engage the Appeal Process and become a Observing Member.

(c) If the Participating Member whose PL was Fired chooses to engage the Appeal Process, the following day (after the 48 hour mark) the three Support Members will hold an Appeal Meeting with the Participating Member whose PL was Fired to move towards a resolution that supports the Vision of the DAO (as set forth in Section 5.4.3 below).

(d) In the 24 hours following the Appeal Meeting, with support from the other Participating Members through the Advice Process if or where relevant, the Support Members will determine if:

(i) They want that Participating Member's Perspective to still shine through a PL. If so, the Support Members will decide by

majority Vote, within 24 hours, whether the Participating Member:

A. is now able to reclaim their PL;

B. is now able to modify their PL;

C. is now able to define a new PL; or

D. can initiate First Action for a Sub-Pod (as outlined in [Section VI](#) below);

OR:

(ii) They feel the Participating Member's Perspective is no longer serving the DAO and they hold a Vote (by majority of the Support Members) to decide whether that Participating Member is to become Non-Participating. If that Participating Member is voted Non-Participating (as opposed to voluntarily going Non-Participating) then they are always empowered to start a new DAO by initiating First Action. However, they need to request a Vote of the Participating Members in order to be able to initiate a Sub-Pod.

(e) Once the Participating Member whose Lens has been Fired has been notified of the Support Members' decision, in [Section 2.6.2\(d\)](#) they have 72 hours to share with their Support Members all of the constituent elements of that PL (including its Vision, Territory and Duties), anything material that is not otherwise listed in that PL, any open communication with other DAO Participants or clients, and any other processes or information that are pertinent to effectively enact their PL.

(f) A Sweat Lodge will then be called by the Support Member who Fired the PL to address any relational repair within the DAO from the Lens Firing process. And a Governance Meeting will be called by the Support Member who Fired the PL to redistribute any constituent elements of the PL, if applicable (as set forth in [Section 2.6.3](#) below).

No Lens Firing is to take place while The Ratchet Process is in effect (as set forth in [Section 5.5](#) below).

2.6.2.1 Firing the Founder's Lens

The Founder's Lens can be Fired at any time through their Support Structure (as outlined in Section 5.1.1 below), unless a Ratchet Process is in effect.

If the Founder's Support Members decide to Fire the Founder's Lens in such a way that it would remove the Founder from their White Lens (as opposed to simply modifying it) either by (a) creating a new PL (in this case the Founder would remain a Participating Member); or (b) by going Non-Participating, then a majority Vote of the Participating Members would be required to make this happen.

No Lens Firing is to take place while The Ratchet Process is in effect (as set forth in Section 5.5 below).

2.6.2.2 Electing an Interim or New Founder

In the event that a Founder ceases participation as outlined in Section 2.6.2.1, or they choose to stop participating voluntarily, the most recent highest rated Participating Member according to the Meritocratic Review Process and the Mastermind App (as defined at Section 5.2 below) would default to becoming "*Interim Founder*," until someone else is elected as Founder by majority Vote.

During this time the Interim Founder would take on the full responsibility of the White PL.

This protocol would also apply if the Founder is uncontactable when a Ratchet is initiated. In this case, the Interim Founder would return the White PL as soon as the Founder becomes contactable.

2.6.3 Fired Perspective Lenses

If a PL is Fired and a Governance Meeting is called to redistribute any constituent elements of a PL either:

- (a) The Participating Members may redistribute aspects of the fired PL

amongst themselves;

(b) One Participating Member may take on the fired PL in its entirety;

(c) The Participating Members may invite one or more Prospective Members to shine their Perspective(s) through the fired PL; or

(d) The Participating Members may engage one or more Contacts to enact the PL through a Contact Lens (as defined in [Section 3.1](#)).

2.7 Temporary Lenses

Each meeting type may have two designated “*Temporary Lenses*,” which are held during those meeting types only. These Lenses are known as a “*Guide*” and a “*Scribe*.”

The Guide will be responsible for scheduling meetings (unless otherwise specified), opening the meetings, facilitating all aspects of the meetings in accordance with [Article IV and V below](#) and closing the meetings.

The Scribe will take all relevant notes pertaining to the meetings and record them in the DAO’s “*Meetings and Minutes Record*,” in the transparent “*Record*” which must be agreed upon by a majority Vote of the Participating Members and are available for all Participating Members to access at any time.

The Record may include folders or an equivalent record for: Legal Anchoring documentation for the DAO, Books and Records for the Operating Agreement, the Vision, the Core Values, DAO Policies and Guidelines, PLs, PL Policies and Guidelines, Contact Lenses (‘CLs’), CL Policies and Guidelines, Prism Policies and Guidelines, Constitution and any Amendments, Repeals, Interpretations, Meeting Notes, all Votes and results of Votes, all Meritocratic Ratings, contracts and invoices, template documents, any minutes relating to the creation of a pods and/or Sub-Pod and any Legal Anchoring documentation of any pods and/or Sub-pods and any other relevant folders.

In addition, if a Vote affects acting Governance then the Governance Scribe will update the Governance notes with the results of the Vote, and the logic behind it, in the Record.

2.7.1 Assignment & Eligibility

All Participating Members are eligible to hold Temporary Lenses. Each Meeting type may have a designated Guide and Scribe (with the exception of the Sweat Lodge Meeting and the Emotional / Relational Meeting which do not have a Scribe) to be volunteered for in the initial Governance Meeting, and amended through the Advice Process or any Governance Meeting thereafter. If the Participating Member with a designated Temporary Lens is absent during a meeting, the Temporary Lens may be volunteered for by another Participating Member.

In an Appeal Meeting, however, the Guide will be the Support Member of the Participating Member whose PL was fired, and the Scribe will be their Accountability Member (as outlined at Section 5.1.1).

Article III: Pod Participants

All DAO Participants are allowed to take part in any of the DAO's Meetings, with the exception of Pod related meetings, Sweat Lodge Meetings or Emotional / Relational meetings that don't involve them, though attendance is not required.

The DAO Participants include:

- (a) each Participating Member and anyone who is participating in a Participating Member Trial Period in the DAO; and
- (b) each Contact contributing through a CL; and
- (c) each Investing Member in the DAO.

3.1 Prisms & Contacts

To facilitate communications with parties from other pods or other DAOs, a Pod may utilize “*Prisms*” and/or “*Contact Lenses*.”

A “*Prism Holder*” is any Participating Member who represents a Pod in communication with another Pod or DAO or an external party in accordance with the Prism.

A “*Prism*” is a PL that can be assigned to a Participating Member which gives the ability to represent a Spere in communication with any other Pod or DAO or external party.

A “*Contact*” is any external party whose expertise is requested by the DAO on behalf of a Pod in accordance with the Contact Lens agreement. Contacts must follow the Advice Process, are not able to exercise Individual Action and are not permitted to Vote.

A “*Contact Lens*” (CL) gives the Contact the ability to engage a Pod in the DAO with their Perspective. The CL may include, among other things:

- (a) the scope of the engagement and compensation;
- (b) any additional responsibilities that would be relevant for the Contact (from those listed in Section 2.1 relating to PLs); and
- (c) if the Contact will be part of a Cluster, included in a Support Structure, be invited to attend Sweat Lodge Meetings, or be part of a “*Meritocratic Review Process*” and using the “*Mastermind App*,” with other DAO Participants.

A CL can be created by any Participating Member acting as the Prism Holder responsible for liaising with the Contact, and can be modified at any point by the Prism Holder. If a Contact wants to modify their CL or needs any additional support, they are to engage the Prism Holder responsible for liaising with the Contact through the Advice Process.

3.1.1 Contacts Addressing Expansion Thresholds

Contacts are responsible for identifying and addressing any “*Expansion Thresholds*” that exist for them. An Expansion Threshold is implicit when a gap is perceived between a Contact’s current stewardship of their CL and the Vision they hold or deliverables outlined for their CL.

A Contact may choose to address an Expansion Threshold through either connecting with the Prism Holder responsible for liaising with the Contact, the Advice Process and/or their Support Structure, if applicable to their Contact Lens, or through a Sweat Lodge, if applicable to their Contact Lens. If they are unable to resolve the Expansion Threshold in any of these manners, they may call a Governance Meeting through their Prism Holder (as defined in Section 4.2 below) to address it.

3.1.2 Contacts Addressing Emotional / Relational Thresholds

Contacts are responsible for identifying any Emotional / Relational Thresholds that exist. An Emotional / Relational Threshold is implicit when a Contact's emotional or relational experience is interfering with their ability to effectively steward their CL.

Contacts are responsible for addressing any Emotional / Relational Thresholds themselves, with the support of the Prism Holder responsible for liaising with the Contact or with the support of their Support Structure, if applicable to their CL. If this does not resolve the Emotional / Relational Threshold, they are responsible for engaging the Advice Process with the DAO Participant(s) the Emotional / Relational Threshold relates to in an attempt to resolve it.

If the Emotional / Relational Threshold still remains unresolved, the Contact is responsible for initiating an Emotional / Relational Meeting to address it with any DAO Participant(s) the Emotional / Relational Threshold relates to, to be mediated by the Sweat Lodge Meeting Guide (as outlined in Section 5.4.2 below). If additional support is necessary, and attendance at Sweat Lodges is outlined in the Contact's CL, the Emotional / Relational Threshold can be raised in a Sweat Lodge Meeting (as outlined in Section 5.4.1 below).

3.1.3 Firing Contact Lenses

A Contact can fire their own lens in accordance with the CL. Alternatively, a CL may be fired at any time by the Prism Holder responsible for liaising with the Contact, or by majority Vote using the Voting Process. A CL cannot be fired through the Support Structure. The CL will be fired in accordance with the terms of the CL.

3.2 Investing Members

Investing Members may fall into one of the categories outlined in the DAO's Financial Policy.

3.3 DAO Clusters

Once a DAO expands to include four DAO Participants holding the same or collaborative PLs or CLs, those DAO Participants may form into a “*Cluster*” (with a maximum of seven people per Cluster).

DAO Participants may form into Clusters for the purposes of grouping together for any relevant Meetings and, where relevant, rating each other in the “*Meritocratic Review Process*” using the “*Mastermind App*” (as set forth in Section 5.2 below).

Article IV: Governance Process

4.1 Scope of Governance

The Governance Process is intended to be utilized in situations in which the Vision of the DAO cannot be advanced solely through the Voting Process, Advice Process or through modification of the PLs.

A Governance Meeting may be called in the following situations, including, but not limited to:

- (a) When a new PL is to be defined;
- (b) When a new Participating Member joins the DAO as a Participating Member and needs to define their PL and sign the Constitution as well as the Operating Agreement;
- (c) For an alternate timeframe to be Voted and agreed upon for the Prospective Member Trial Period;
- (d) When a PL needs to be divided;
- (e) When a PL is Fired and the constituent elements need redistribution;
- (f) When Temporary Lenses need to be designated or redistributed;
- (g) When DAO and/or Pod Policies or Guidelines are created or materially updated;

(h) When an Expansion Threshold exists that cannot be addressed through the Advice Process, Support Structure or Sweat Lodge;

(i) When a Pod is dissolved;

(j) When a Vote has been requested by a Participating Member whose lens has been Fired to determine whether they can create a new Pod in accordance with Section 2.6.2(d)(ii);

(k) When Amendments, Repeals, and Interpretations to the Constitution are proposed; or

(l) When Amendments or Repeals to the Operating Agreement are proposed.

The elements listed in this Section are the valid Governance for a DAO.

The Governance Meeting Scribe will also capture Amendments, Repeals, and Interpretations which must be in writing and published in the Record where all DAO Participants can access them.

These combined define the DAO's acting "*Governance*."

4.2 Governance Meetings

The Governance Meeting Guide is responsible for scheduling a yearly Governance Meeting to enact the DAO's Governance Process. Additional Governance Meetings may be scheduled as needed by any Participating Member, or by a Participating Member acting as a Prism Holder on behalf of a Contact.

The Governance Meeting Guide is responsible for presiding over all Governance Meetings in alignment with the elements set forth in Section 4.1 above.

The Governance Meeting Scribe is responsible for taking notes and then updating the DAO's Governance as outlined in Section 4.1 above.

4.2.1 Attendance

All DAO Participants must be given at least 24 hours advance notice that a Governance Meeting will be held, including its time and location.

All DAO Participants are entitled, but not obligated, to fully participate in all Governance Meetings of a DAO. However, it is incumbent upon any Participating Member who does not attend the Governance Meeting to review the DAO's updated Governance and to Vote, where necessary, within 24 hours of the meeting.

In addition, any DAO Participant may invite up to one additional person, solely to aid the DAO Participant in engaging a specific Expansion Threshold they see, as long as the DAO Participant stays engaged in the process.

A guest may also otherwise be agreed to be invited by majority Vote of Participating Members.

The invited individual then becomes a DAO Participant for the duration of that Governance Meeting.

4.2.2 Meeting Process

The Governance Meeting Guide may open the meeting with a presence practice aligned with emergent cultural norms. They will then invite each DAO Participant in turn (starting with the DAO Participant who called the meeting) to:

- (a) Share any relevant notification, proposal or matter within the scope of the Governance Process;
- (b) Receive feedback in an organic dialogue; and
- (c) To Vote, if necessary, through the Voting Process which can be initiated by any Participating Member.

The Guide may then close the meeting with a presence practice aligned with emergent cultural norms.

4.3 Amending, Repealing or Interpreting the Constitution

& Governance

The Ratifiers or their successors may amend this Constitution, repeal parts or repeal it entirely, or interpret it in a Governance Meeting. Amendments, Repeals, and Interpretations must be in writing and published in the Record where all DAO Participants can access them.

DAO Participants may use their reasonable judgment to interpret this Constitution and any Governance within the DAO, including how these apply within a specific situation, and then act based on their interpretation.

4.3.1 Voting on Amendments, Repeals and Interpretations

If an Amendment or Repeal has been proposed or an Interpretation conflicts with an interpretation of any Participating Member, a Vote may be called in accordance with the Voting Process (as outlined in Section 2.4 above). The decision applies and all DAO Participants are responsible for aligning with it until any underlying Governance changes.

After voting on an Amendment, Repeal, or Interpretation, the Governance Meeting Scribe will update the Record with the results of the Vote and the logic behind it as the acting standard.

Article V: Operational Process

5.1 Responsibilities of DAO Participants

When acting through a PL (or where specified in a CL), each DAO Participant has the following responsibilities to their fellow DAO Participants.

5.1.1 Responsibility of Accountability

All DAO Participants acting through a PL (or Contacts acting through a CL where specified) have a “*Responsibility of Accountability*” to participate in the DAO’s “*Support Structure*.”

(a) Each DAO Participant's Support Structure consists of 4 Members: that DAO Participant and their 3 Support Members.

(b) The 3 Support Members that make up each DAO Participant's Support Structure each have different roles:

(i) the *"Emotional Support"* is responsible for providing emotional and relational support;

(ii) the *"Accountability"* is responsible for being the person the DAO Participant checks in with around the completion of specific accountabilities; and

(iii) the *"Stretch"* is responsible for supporting the DAO Participant to stretch to meet their PL's or CL's Vision.

(c) Each DAO Participant is invited to meet with each of their Support Members once a week;

(d) Each Accountability Member is empowered to fire the PL of the Participating Members that they are supporting (or, where relevant, propose that a Prism Holder Fire the Lens of their Contact in accordance with the CL) if they believe that the individual's Perspective has shifted to a degree that they are no longer able to interact with their lens in a functional way (as outlined in Section 2.6.3 above for Participating Members and 3.1.3 above for Contacts).

Contacts may participate in a Support Structure if designated by their CL, but Contacts do not have the power to fire any PL or CL.

Outside of the Support Structure, DAO Participants are encouraged to be in connection with other DAO Participants to strengthen the relational fabric of the DAO.

5.1.2 Responsibilities of Transparency

All DAO Participants have a *"Responsibility of Transparency"* around all of the constituent elements of their PL(s) or CL(s). Upon request of any DAO Participant, they also have a Responsibility of Transparency around how they are

prioritizing their attention, how they are allocating the DAO's resources (or any additional spending) their decision-making, and any approximate projections of project completion.

5.1.3 Responsibility of Participation

DAO Participants have a "*Responsibility of Participation*" in engaging their PL or CL to steward the DAO's Vision in alignment this Constitution. Participating Members choose their level of participation and this will be reflected through the Meritocratic Review Process.

DAO Participants are also responsible for responding to messages and requests for participation from their fellow DAO Participants.

A DAO Participant may request participation from any other DAO Participant in progressing or taking on any action, project, or accountability on a PL or CL that they hold in the DAO. However, there is no obligation to take on any requests at any time, regardless of whether they are deemed to be reasonable.

5.1.4 Responsibility of Meritocratic Contribution

DAO Participants have a "*Responsibility of Meritocratic Contribution*" to steward the DAO's Vision. A DAO Participant's Meritocratic Contribution is the holistic contribution that arises from their unique Perspective and incorporates, among other things:

- (a) Offering their unique Perspective;
- (b) Expressing the DAO's Core Values;
- (c) Stewardship of the PL's Vision in alignment with the DAO's Vision;
- (d) Participation and presence in Meetings; and
- (e) Accountability.

DAO Participants will do so with consideration to prioritizing their time, attention and resources they allocate towards their Meritocratic Contribution in order to responsibly steward the Vision, oversee the Territories, and enact the Duties of their PL in support of the DAO's Vision.

5.2 Meritocratic Review Process

In accordance with the DAO's "*Meritocratic Review Process*," each Participating Member in a Pod or Sub-Pod or Cluster (and any Contacts if specified by their CL) shall rate all other Participating Members' and Contacts' Meritocratic Contribution.

These ratings take place [at collectively determined interval].

If a DAO Participant who is meritocratically rating does not submit their ratings before the tension period closes, they will receive a zero rating for that week which may impact their pay for that week in accordance with the terms of the DAO Financial Policy or with their Contact Lens.

The overall aggregate results of the ratings will be transparent, though the individual ratings will not be shared and shall remain anonymous. The results of those DAO Participants' ratings will be available before the Sweat Lodge Meeting so that any resultant impact can be addressed in the Sweat Lodge Meeting.

5.3 Meritocratic Compensation System

A DAO's "*Meritocratic Compensation System*" determines how pay is allocated to Participating Members and is detailed and recorded in the DAO's Financial Policy during the Legal Anchoring Process, and updated accordingly when relevant.

If a Participating Member becomes Non-Participating the protocol for pay and any changes in Dynamic Equity will be determined in accordance with the DAO's Financial Policy.

If the Observing Member chooses to re-engage and become a Participating Member again (as outlined in Section [2.6.1](#) above) the protocol for pay and any changes in Dynamic Equity will be determined in accordance with the DAO's Financial Policy.

5.4 Meetings

Both requested and regularly scheduled meetings outlined in this Section (and in any DAO Meeting Policies or Guidelines) are to be prioritized by all DAO Participants, though attendance is not obligatory. Each Meeting's Guide will take reasonable measures to allow time to address every agenda item within the meeting and may, within their discretion, cut short any item that is taking more than its due share of the remaining meeting time.

5.4.1 Sweat Lodge Meeting

The "*Sweat Lodge Meeting*" provides a pressure release valve within the cultural system through transparent sharing between Participating Members (or Contacts if specified in their CL). If any Emotional / Relational Thresholds remain unresolved after an Emotional / Relational Meeting, they can be further addressed at the Sweat Lodge Meeting.

The Sweat Lodge Guide is responsible for scheduling Sweat Lodge Meetings every two weeks after the closing of the fortnightly tension period to support the relational dynamics of the DAO.

Sweat Lodge Meetings may also be called by the Support Member who Fired a Participating Member's PL in order to support relational repair. In addition, after a Ratchet has been dissolved a Sweat Lodge Meeting will be called by the Participating Member who initiated the Ratchet to support relational repair. All Participating Members must be given at least 24 hours advance notice that a Sweat Lodge Meeting will be held, including its time and location.

There is no Sweat Lodge Meeting Scribe.

The Guide is responsible for presiding over Sweat Lodge Meetings in alignment with the following Guidelines:

5.4.1.1 Attendance

All Participating Members are recommended to participate in all Sweat Lodge Meetings of a DAO.

5.4.1.2 Facilitation & Process

The Sweat Lodge Meeting Guide may open the meeting with a presence practice aligned with emergent cultural norms, and then ask each DAO Participant in turn to organically share in whatever arises for them in relation to the following:

- (a) Sharing: Sharing whatever feels relevant about their personal or professional experience, including their experience of their rating in the Meritocratic Review Process;
- (b) Feedback: Receiving feedback or reflections from other Participating Members in an organic dialogue fashion, at their discretion;
- (c) Facilitation: The Sweat Lodge Meeting Guide will facilitate the process if they perceive support is needed for resolution;
- (d) Sharing: Sharing anything that feels relationally unresolved with another Participating Member or Contact, including any relational challenges arising through the Meritocratic Review Process, as well as any unresolved Emotional / Relational Thresholds;
- (e) Feedback: Receiving feedback or reflections from that Participating Member and then other Participating Members in an organic dialogue fashion, at their discretion; and
- (f) Facilitation: The Sweat Lodge Meeting Guide will facilitate the process if they perceive support is needed for resolution.

The Guide may close the meeting with a presence practice aligned with emergent cultural norms.

5.4.2 Emotional / Relational (ER) Meeting

If a DAO Participant perceives an ER Threshold that they are unable to resolve themselves with the support of their Support Structure or through the Advice Process with the relevant DAO Participants, then that DAO Participant is

recommended to call an ER Meeting to resolve it. All DAO Participants must be given at least 24 hours advance notice that an ER Meeting will be held, including its time and location.

There is no ER Meeting Scribe.

The ER Meeting Guide is the Sweat Lodge Guide (or a volunteer if the ER Threshold involves the Sweat Lodge Guide). The Guide is responsible for facilitating ER Meetings in alignment with the following Guidelines:

5.4.2.1 Attendance

The DAO Participant sensing the ER Threshold is to be in attendance and to invite the attendance of any DAO Participant(s) the ER Threshold is related to and attendance is recommended.

5.4.2.2 Facilitation and Process

(a) Sharing: The ER Meeting Guide will ask the DAO Participant with the ER Threshold to share their experience.

(b) Dialoguing: Any DAO Participants the ER Threshold is related to will have an opportunity to dialogue with that DAO Participant.

(c) Facilitation: The dialogue will flow organically, facilitated by the ER Meeting Guide at their discretion.

If the ER Threshold remains unresolved at the time the ER Meeting Guide closes the ER Meeting, Participating Members (or Contacts if specified in their PL) can address it further at a Sweat Lodge Meeting, as described in Section [5.4.1](#) above.

5.4.3 Appeal Meeting

An “*Appeal Meeting*” will take place where a Participating Member’s PL has been fired by one of their Support Members, and the Participating Member believes that the firing of their PL was unwarranted or they would like to propose re-engaging through the DAO by reclaiming their PL, modifying their PL, creating a new PL, or initiating a new Sub-DAO. The Participating Member whose PL has

been fired requests the Appeal Meeting by reaching out to their other two Support Members.

The Participating Member whose PL has been fired is responsible for scheduling the Appeal Meeting between themselves and all three Support Members, to be held within 24 hours of the Appeal Meeting request (as outlined in Section 2.6.2(c) above), in an effort to move towards a resolution that supports the Vision of the DAO.

The Accountability Support Member will be the Appeal Meeting Scribe and take relevant Meeting notes for the Record.

The Emotional Support Member will be the Appeal Meeting Guide.

The Guide is responsible for presiding over Appeal Meetings in alignment with the following Guidelines:

5.4.3.1 Attendance

Only the Participating Member whose PL has been fired and their Support Members shall attend an Appeal Meeting.

5.4.3.2 Facilitation & Process

The Appeal Meeting Guide will organically facilitate an opportunity for the Support Members and the Participating Member to: express their Perspective related to the Lens Firing, share any evidence, navigate any relational impact, and ask any clarifying questions. The Participating Member whose PL was fired will be invited to speak first.

The Appeal Meeting Guide will aim to gather all relevant information and navigate any relational repair, and at the end of the meeting, invite the Participating Member whose PL was fired to share how they would like to engage moving forwards.

The Appeal Meeting Guide then closes the meeting at their discretion.

5.5 The Ratchet Process

“The Ratchet Process” is a mechanism initiated by any Participating Member (except

the Founder holding the White Perspective) to invite a centralization of power into the hands of the Founder or Founding Pod.

5.5.1 Ratchet Initiation

(a) At any point, any Participating Member, except the Founder holding the White Perspective, can initiate a “*Ratchet*.”

(b) The Ratchet acts as a formal request, in writing, to centralize power into the hands of the Founder.

(c) If a Participating Member initiates a Ratchet, they must notify the other Participating Members immediately that they have chosen to bypass the other Participating Members’ decision-making power.

(d) It is then up to the Founder, who is responsible for stewarding the DAO’s Vision, to determine if a Ratchet is warranted and whether to accept or decline it.

(e) If the Ratchet is accepted, the Founder must notify all Pod Participants in writing, outlining how this will affect the day-to-day operations and decision-making within the DAO, as well as if any pod's decision making is to be centralized.

No Individual Action is to take place while a Ratchet is in effect.

5.5.2 Ratchet Dissolution

When the Founder perceives the need for the Ratchet to have been resolved, at their sole discretion, they will immediately decentralize power by notifying all the DAO Participants in writing.

At any point, any Participating Member may make a request of the Founder to dissolve the Ratchet and decentralize power. The Founder may reject or accept the request, or get further clarification, at their discretion.

After the Ratchet has been dissolved a Sweat Lodge Meeting will be called by the Participating Member who initiated the Ratchet to work out any impact and support any relational repair.

Article VI: Fractaling

6.1 Sub-pods

A Pod in a DAO can seed a “*Sub-Pod*” under any of the following circumstances:

(a) A Participating Member in a Pod has a new Vision, takes First Action, and becomes the Founder holding the Black Perspective of a new Pod or a Sub-Pod where they either:

- (i) attract Primary Participating Members to support their Vision; or
- (ii) engage Contacts to support their Vision.

(b) A Participating Member’s PL expands to a point where it can be broken down into multiple PLs. The Participating Member then becomes the Founder holding the Black Perspective of the Sub-Pod and they either:

- (i) attract Primary Participating Members to support their Vision; or
- (ii) engage Contacts to support their Vision.

(c) All Participating Members in a Pod collectively hold a Vision and become Participating Members in a Sub-Pod. The Founder holding the White Perspective of the Pod will become the Founder holding the Black Perspective of the Sub-Pod by default, unless otherwise determined by the Voting Process. The Participating Members either:

- (i) act as Primary Participating Members to support the Vision; or
- (ii) engage Contacts to support the Vision.

(d) All Participating Members of a DAO decide to replicate the DAO to further spread the Vision. The Founder holding the White Perspective of the Pod(s) will become the Founder holding the Black Perspective of the Pod(s) by default, unless otherwise determined by the Voting Process. The Participating Members either:

- (i) attract Primary Participating Members to support the Vision;
- (ii) engage Contacts to support the Vision; or

(iii) franchise the DAO and its constituent elements to an external buyer in accordance with any relevant DAO Policy.

6.2 Initial Formation of a Pod

For a Sub-Pod to begin the process of becoming a “*Pod*,” its Vision has to be cultivated to a level of clarity where it warrants attracting or hiring support. At that stage, the Participating Member acting as the Founder holding the Black Perspective of the Sub-Pod can take First Action to initiate the process.

First Action consists of writing a brief statement about the Vision of the Sub-Pod.

Following First Action, the Founder holding the Black Perspective of the Sub-Pod will either:

- (a) attract Primary Participating Members to support their Vision; or
- (b) engage Contacts to support their Vision.

6.2.1 Pod of Prospective Members

In the case of the Founder holding the Black Perspective of the Sub-Pod attracting Primary Participating Members to support their Vision, the Primary Participating Members will offer their Primary Perspectives and explore, draw out, and cultivate the Vision held by the Founder through dialogue and reading any documentation gathered or created by the Founder.

The initial phase of Pod Formation is to serve as relationship building between the Founder and all Primary Participating Members while strengthening their connection to a set of Core Values and the Vision.

While the Sub-Pod is forming, the Primary Participating Members begin to ideate around their Primary PLs, any anticipated PLs or CLs, and begin the “*Birthing Process*” through Legal Anchoring (see Section 6.2.1.1 below).

The Birthing Process is complete when a Sub-Pod transitions into a “*Pod*” once it is Legally Anchored. Once Birthed, the Primary PLs will form the initial internal structure of the Pod.

6.2.1.1 Birthing Process through Legal Anchoring

To initiate the Birthing Process of a Sub-Pod, the Primary Participating Members must decide to begin the Legal Anchoring process and invite the Founder. All Participating Members of the DAO, must be notified in writing by the Founder before its finalization and signing. The Participating Member from the DAO acting as the Founder in the Sub-Pod will be invited to take part in the Legal Anchoring Process where relevant, and be included in the signing of all documents.

The Legal Anchoring process involves:

- (a) defining the Vision of the Sub-Pod, the Core Values, and the Primary PLs that encompass the Sub-pod's early operation, including their Visions, Territories and Duties, in alignment with the DAO;
- (b) defining a list of any other anticipated PLs and CLs, where relevant, that would support the Sub-Pod;
- (c) forming any Pod Policies and Guidelines;
- (d) drafting and signing the Operating Agreement for the Pod;
- (e) incorporating the Pod as a legal entity; and
- (f) adopting and ratifying the DAO's Constitution; and
- (g) utilizing legal counsel to Legally Anchor the Pod through any additional necessary legal documentation.

After the completion of this Legal Anchoring process, the Sub-Pod is Legally Anchored and defined as a Pod.

At this stage the Founder and the Primary Participating Members all become Participating Members in the Pod.

In now having dispersed the entire spectrum of Perspectives within the Pod, the Founder moves from holding the Black Perspective to holding

the White Perspective and defines the White PL.

6.2.2 Sub-Pod of Contacts

In the case of a Founder holding the Black Perspective of the Sub-Pod who intends to engage only Contacts to support their Vision, the Founder will be responsible for the Birthing Process through Legal Anchoring (as outlined in Section 6.2.1.1 above), including creating all of the necessary CLs in order to disperse their Black Perspective to the Contacts. The DAO will act as a Participating Member in the Pod through a Prism Holder from the DAO.

6.2.2.1 Birthing Process of a Sub-Pod of Contacts

As the Founder is not drawing in Primary Participating Members, the Founder is solely responsible for the “*Birthing Process*” of the Pod through Legal Anchoring (see Section 6.2.1.1 above).

In now having dispersed the entire spectrum of Perspectives within the Pod, the Founder moves from holding the Black Perspective to holding the White Perspective and defines the White PL.

The White PL and the CLs will form the initial internal structure of the Pod.

6.2.3 Maturation Process

When a Sub-Pod of Contacts is Sustainable (in accordance with the terms of the Sub-pod's Financial Policy), either the Founder Pod or the Sub-Pod can initiate the “*Maturation Process*” to mature the Sub-Pod by inviting one or more Contact(s) operating within the Sub-Pod to become Prospective Participating Members of the Sub-Pod.

The Maturation Process is initiated when any Participating Member of the DAO or Sub-Pod, or a Contact within the Sub-Pod calls for a Vote of the Participating Members to decide whether to proceed with the Maturation Process.

If the Vote is taken to proceed with the Maturation Process, the Participating Members will formally invite the selected Contact(s), in writing, to become Prospective Participating Members of the Sub-Pod. If the Contact(s) accept

the invitation and choose to commence the Maturation Process, the Participating Members will arrange to get the Sub-Pod independently valued and create the “*Maturation Agreement*”; a legal document that sets out the terms upon which the Contacts would accrue equity and, ultimately, acquire part ownership of the Sub-Pod.

Upon valuation and signing of the Maturation Agreement, the Participating Members will place an appropriate of the equity of the Sub-Pod in reserve for the Prospective Participating Members in the Sub-Pod, unless otherwise specified in the Maturation Agreement. The Prospective Participating Members will then accrue the equity that is being held in reserve, through the Dynamic Equity Policy, as set out in the DAO Financial Policy. Upon accruing all of the equity being held in reserve, subject to the completion of the Maturation Process as outlined in the Maturation Agreement, the Contacts will acquire part ownership in the Sub-Pod along with the DAO acting as a Participating Member through a Prism Holder from the DAO.

The following must take place before the Maturation Process is complete and ownership of the equity transfers to the Participating Members:

- (a) refining the Vision and Core Values of the DAO;
- (b) defining a list of any other anticipated PLs or CLs , where relevant, that would support the DAO;
- (c) forming any Sub-Pod Policies;
- (d) signing the Operating Agreement for the Sub-Pod;
- (e) changing the names registered as owners of the legal entity;
- (f) adopting and ratifying the Sub-pod's Constitution; and
- (g) utilizing legal counsel to Legally Anchor the Sub-Pod through any additional necessary legal documentation.

At this time the Prospective Participating Members will become Participating Members and all of the equity in the Sub-Pod will have been distributed accordingly amongst all the new Participating Members and the DAO now acting as a Participating Member, through a Prism Holder from the DAO, in accordance with the Maturation Agreement.

The acting Founder will remain in the Founder role, holding the White Perspective, unless otherwise decided by majority Vote.

6.2.4 Modifying pods are autonomous within the constraints of the context held by its DAO. In the initial formation of the Pod, the Vision, Territories and Duties of the Pod must operate in alignment with the DAO, and the Pod will be limited by the DAO's Constitution unless or until they amend or repeal it.

If the DAO has a Participating Member in the Pod it may modify anything at any time in accordance with this Constitution.

6.2.5 Dissolving pods

A Pod may choose to dissolve itself. Dissolution of the Pod happens at its own discretion; no DAO or other entity has the authority to dissolve any Pod.

Dissolution of a Pod can be done through the pod's Governance Process by:

(a) dissolving the Pod and everything within it entirely; or

(b) collapsing the Pod back into the DAO.

The Prism Holder of the DAO would then call a Governance Meeting in the DAO for any necessary PL redistribution due to Sub-Pod dissolution.

Article VII: Adoption Matters

In the event that this Constitution is adopted as the governance of the whole or part of an existing "Organization" the following terms would apply:

7.1 Ratifiers Cede Authority

By adopting this Constitution, the Ratifiers cede their authority to govern and run such Organization, or any part thereof, and may no longer do so except through authority

granted to them under this Constitution.

However, as an exception to this rule, the Ratifiers may continue to hold and exercise any authority that they do not have the power to delegate, such as anything required by Guidelines outside of their control, or by any powers of such Organization in or for which they currently hold fiduciary duties. Any exceptions to this rule would be outlined in the Record as a relevant amendment and/or repeal to the Constitution.

7.2 Legacy Policies and Systems

Any existing policies, agreements or systems that such Organization has in effect before choosing to become a DAO and adopting this Constitution may continue in full force after adoption. This may include compensation systems, hiring and firing processes, work-related policies, etc. Any existing policies, agreements or systems that continue in effect would be outlined in the Record as a relevant amendment and/or repeal to the Constitution and / or any relevant DAO Policies.

However, these legacy policies and systems will lose all weight and authority as soon as Governance is defined that replaces or contradicts them. In addition, they may not be modified or added to in their legacy form.

Appendix A

GLOSSARY

Appeal Process - The process that may be engaged if a Participating Member is Fired from their Perspective Lens. This process includes all four members of that relevant Support Structure.

AWOL - If a Participating Member chooses to stop participating and goes out of communication.

Birthing Process - The transitioning process from a Sub-Pod to a Pod

Black and White Perspectives - A pod's Black Perspective nurtures the Vision of the DAO itself, and holds all Perspectives until a DAO is legally anchored. A pod's White Perspective stewards the DAO's Vision through Founder activities.

Constitution - This Constitution, which defines the rules and processes for the governance and operations of an Organism.

Contact Lens - the document that gives a Contact, being any external party whose expertise is requested by a Pod in the DAO in accordance with the Contact Lens agreement, the ability to engage the DAO with their Perspective.

Core Values - The fundamental beliefs of the Organism, determined by the Primary Participating Members during the Legal Anchoring Process.

Duties – The ongoing duties that the Participating Member will enact on behalf of a Pod in the DAO, in alignment with the DAO's Vision.

Expansion Thresholds - Gaps between the current stewardship and the perception of the ideal potential stewardship of a Lens.

Firing - The process through which a Participating Member is relieved of their Perspective Lens duties initiated by one of the 3 Supporting Members in their Support Structure. If they feel the firing has been unwarranted they can pursue the

Appeal Process as described in Section [2.6.2](#).

First Action - The individual(s) with the Vision can take First Action to initiate a DAO or Pod. The First Action consists of writing a brief statement about the Vision of the DAO or Pod and inviting Primary Members for support.

Governance Meeting - A meeting specifically held for engaging in the Governance Process.

Governance Process - Is the process by which a DAO's Participating Members has the authority to make changes to the DAO's Governance.

Guide - An ephemeral Perspective that facilitates meetings.

Guidelines – Suggested process mechanisms used throughout the Organism.

Individual Action - The ability for a Participating Member to act outside of the authority of a Perspective Lens, not excluding breaking the rules of the Constitution if deemed necessary by the Participating Member initiating an Individual Action. An Individual Action is subject to the rules outlined in Section [2.3.3](#).

Mastermind App - The technology/software application used to rate and visually communicate the contribution of Participating Members (and Contacts, where relevant) over time.

Observing Member - any autonomous individual with ownership in a specific DAO or Pod that does not participate through a PL in the DAO or a Pod.

Organism - The DAO is viewed as a living Organism rather than a mechanistic organization. The Organism is an emergent that arises from the collective invested attention that occurs amongst the participants in the DAO. After the completion of the Legal Anchoring process, the DAO is lawfully anchored as an Organism.

Participating Members - Participating Members are the individuals who consistently participate within a DAO through one or more of its defined Perspective Lenses. Each Participating Member is assumed to possess a unique Perspective that they bring to the group.

Participating Member Trial Period – For a period of 9 months during the “Participating Member Trial Period,” the New Participating Members lend their Perspectives to the Vision and Core Values of the DAO to determine if they are in alignment with the existing Participating Members. They will also participate with the DAO, as any other Participating Member would, by either shining their Perspectives through the anticipated PLs identified at 1.2.1(b) or by modifying the anticipated PLs to more accurately reflect their unique Perspectives.

Perspective - Each Participating Member is seen to hold their own unique Perspective.

Perspective Lens - Perspective Lenses (PLs) serve as a self-generated, transparent Organismal constructs which includes the following:

(a) a “*Vision*,” which outlines the grand vision or overarching purpose of the Perspective Lens that the Participating Member will pursue or express on behalf of the Organism, in alignment with the Organism’s Vision.

(b) one or more “*Territories*,” which outline the Territory or area being overseen by the Participating Member through the vantage point of this Perspective Lens, on behalf of the Organism;

(c) one or more “*Duties*,” which outline the ongoing activities that the Participating Member will enact through this Perspective Lens, on behalf of the Organism.

Primary Perspectives - These Perspectives evolve from the Black Perspective as the DAO or Pod develops, and are occupied by the initial Primary Participating Members the Black Perspective attracts.

Primary Perspectives Lenses - The first lenses that cover the fundamental functions that are necessary for the creation and initiation of the DAO such as financial, operational, legal, relational etc.

Primary Participating Members - To initiate the lawful formation of a DAO the Primary Participating Members must decide to begin the “Legal Anchoring” process.

Prism - An outgoing communication or Perspective representing the Perspective of

a whole DAO or Pod.

Prism Guidelines – Suggested ways to give the Prism holder the ability to represent the Perspective of the whole DAO in communication with any other type of DAO or external entity.

Ratifiers - The Ratifiers are the individuals adopting these rules as the formal authority structure for the Organism specified upon the Constitution's adoption, which may be an entire organization or a part of one that the Ratifiers have authority to govern and run.

Record - The location where all documents and notes are stored; including all meeting notes, all Governance updates, all invoices, financials, investment documents, tax documents, all contracts and agreements, templates, proprietary software, IP documentation, Apps, PLs and CLs, and all amendments, all Guidelines of the DAO, and any and all other legal, financial or proprietary notes, documents and agreements of the DAO and any of its pods.

Scribe - An ephemeral Perspective that records the process within the relevant Meetings and who records all relevant notes.

DAO – A DAO (also referred to as “DAO” or “Pod”) is the emergent container within which the structure of the Organism is formed. DAOs are emergent when a new Organism is formed or when a Perspective Lens expands to the point where it may define its own contained Perspective Lenses. The DAO is understood to be an autonomous Organism composed of autonomous individuals consistently participating through explicitly defined Perspective Lenses in service of the Organism's Vision, to steward its Territory, and enact its Duties.

DAO Participant - Anyone who takes part in the governance and operations of the Organism is considered a “DAO Participant”; including (a) each Participating Member acting through a Perspective Lens in the DAO; and (b) each Contact Lens originating from another DAO or from outside of the DAO.

DAO Guidelines – Suggestions for financial, legal, strategic and operational principles and courses of action that are adopted by the DAO to help guide the Governance Process.

DAO Policies - determine the agreed upon rules of engagement for the DAO with respect to particular functions including, but not limited to, any Prism Policies, Contact Lens Policies, Financial Policies, Governance Policies or Meeting and Minutes Policies which can be created or updated at any time by the “Governance Process”;

Pod - A Pod is the emergent Organismal structure that is created when Participating Members in a DAO organize themselves around a shared goal.

Support Members - These Members make up each relevant DAO Participant's Support Structure, which includes the Emotional Support Partner (who is responsible for emotional and relational support), the Accountability Partner (who is the person the DAO Participant checks in with about specific actions) and the Stretch Partner (who is responsible for supporting the DAO Participant to stretch to meet their PL's or CL's Vision).

Support Structure - The DAO's 4-pointed structure that links a Participating Member or Contact to 3 others in the DAO, each offering a specific support function: ER support, accountability, and guidance.

Temporary Lenses - Perspectives which are enacted for the duration of meetings only (i.e., the Guide and Scribe).

Founder - the DAO or pod's initiating individual who the “Vision” is carried by and who initially holds the Black Perspective Lens. Once the DAO or Pod is legally anchored the Founder then moves to holding the White Perspective Lens.

Voting Process- The mechanism by which certain decisions are made in the DAO as more fully defined in Section [2.4](#).

CONSTITUTION ADOPTION DECLARATION

THE RATIFIERS IDENTIFIED BELOW HEREBY ADOPT THE JOE CONSTITUTION, ATTACHED HERETO AND INCORPORATED BY REFERENCE (THE "CONSTITUTION"), AS THE GOVERNANCE AND OPERATING SYSTEM FOR AND WITHIN THE "[COMPANY NAME], LLC" (THE "DAO") AND HEREBY AND THEREBY CEDE THEIR AUTHORITY INTO THE CONSTITUTION'S PROCESSES AND ENDOW THE DUE RESULTS THEREFROM WITH THE WEIGHT AND AUTHORITY OTHERWISE CARRIED BY THE RATIFIERS, AS FURTHER DETAILED IN SECTION 7.1 THEREOF.

THE RATIFIERS FURTHER APPOINT THE FOLLOWING INDIVIDUALS TO THE ORGANISM'S DAO:

Founder HOLDING THE BLACK PERSPECTIVE: [REDACTED],

CO-FOUNDING MEMBERS HOLDING A PRIMARY PERSPECTIVE: [[REDACTED], - [REDACTED], - [REDACTED],

THE DAO HEREBY ADOPTS THE CONSTITUTION ON THIS _____ DAY OF _____, 2019.

SIGNATURES OF RATIFIERS:

[REDACTED], Founder and Co-Founding Member

[REDACTED], Co-Founding Member

[], Co-Founding Member

[], Co-Founding Member