

**THE COMPANIES ACT (AS AMENDED)
THE FOUNDATION COMPANIES ACT, 2017
AMENDED AND RESTATED
MEMORANDUM OF ASSOCIATION
OF
WORLD FOUNDATION
(ADOPTED BY SPECIAL RESOLUTION DATED 11 FEBRUARY 2025)
A FOUNDATION COMPANY LIMITED BY GUARANTEE WITHOUT SHARE CAPITAL**



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1. The name of the foundation company is World Foundation (the "**Foundation Company**").
2. The registered office of the Foundation Company will be situated at the offices of Leeward Management Limited of Suite 3119, 9 Forum Lane, Camana Bay, George Town, Grand Cayman KY1-9006, Cayman Islands.
3. The Foundation Company's initial secretary shall be Leeward Management Limited of Suite 3119, 9 Forum Lane, Camana Bay, George Town, Grand Cayman KY1-9006, Cayman Islands or such other qualified person (as defined in the Foundation Companies Act, 2017) as the directors may at any time decide.
4. The Foundation Company is a company within the meaning of the Companies Act (as amended) and a foundation company within the meaning of the Foundation Companies Act, 2017.
5. The aim of the Foundation Company is both philosophical and political: to realise more inclusive, fair, and just institutions of governance and of the global digital economy, including by helping achieve certain targets of U.N. Sustainable Development Goal 16 (namely, 16.4, 16.5, 16.6, 16.7, and 16.9). This aim is shared by those who contribute to or have regular contact with the World projects.
6. The objects for which the Foundation Company is established are:
 - (a) support, grow, and encourage adoption of the World projects, which include initiatives relating to the protocol, digital identity solutions, and other blockchain tools and technologies;
 - (b) to educate the public on the ecosystem of the World projects;
 - (c) to support the World ecosystem and foster its decentralisation efforts and governance initiatives;
 - (d) to receive, sell, loan, spend and hold assets, including virtual assets, for the benefit of the World Foundation in accordance with all applicable laws;
 - (e) to receive and make grants, rewards and contributions in accordance with all applicable laws;



- (f) to acquire, hold or grant trademarks, copyrights, and other intellectual property rights or licenses, and to open source or place into the public domain certain intellectual property in accordance with all applicable laws;
 - (g) to act as a holding company and an investment company, with no restriction on the objects or operations of its subsidiaries or on the nature of its or their investments; and
 - (h) to do all such things as in the opinion of the directors are or may be incidental or conducive to the above objects or any of them.
7. The Foundation Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, as provided by section 27(2) of the Companies Act (as amended).
 8. The Foundation Company may not carry on a business for which a licence is required under the Acts of the Cayman Islands unless duly licensed.
 9. The Foundation Company will not trade in the Cayman Islands with any person, firm or corporation except in furtherance of its business carried on outside the Cayman Islands. Despite this, the Foundation Company may effect and conclude contracts in the Cayman Islands and exercise in the Cayman Islands any of its powers necessary for the carrying on of its business outside the Cayman Islands.
 10. No portion of the income or property of the Foundation Company from whatever place or source shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of distribution of profit to the members, directors or supervisors of the Foundation Company, as such, apart from authorised remuneration for services to the Foundation Company.
 11. The liability of the members is limited to the undertaking as set out in clause 13.
 12. The Foundation Company may cease to have members.
 13. Each person who is a member undertakes to contribute to the assets of the Foundation Company in the event of the Foundation Company being wound-up during the time that the person is a member, or within one year afterwards, for payment of the debts and liabilities of the Foundation Company contracted before the time at which the person ceases to be a member, and the cost, charges and expenses of the winding-up of the Foundation Company, and for the adjustments of the rights of the contributories amongst themselves, such amounts as may be required, not exceeding the sum of one United States dollar (US\$1.00).
 14. If on the winding-up or dissolution of the Foundation Company there remain surplus assets after the satisfaction of its debts and liabilities the same shall be paid or transferred to such objects as shall be decided by the directors by directors' resolution.
 15. This Memorandum of Association may be altered by the directors of the Foundation Company by directors' resolution, except that neither clause 10 nor clause 14 herein may be altered in any way such that distributions of assets from the Foundation Company are, or will be, made for the benefit of the members or future members of the Foundation Company.

