

STARTUP STATES SOCIETY STATUTES & RESOLUTION

I. FOUNDING RESOLUTION

We, the undersigned, do hereby resolve to constitute the **STARTUP STATES SOCIETY** as a Swiss association (Verein) pursuant to Articles 60 et seq. of the Swiss Civil Code, and to adopt the following founding particulars:

Name: STARTUP STATES SOCIETY

Legal Form: Association (Verein), pursuant to Articles 60 et seq. of the Swiss Civil Code

Domicile and Mailing Address:

SwissMailBox PMB 184

Route de Saint-Cergue 24Bis

1260 Nyon, Switzerland

Purpose:

The Association shall operate exclusively on a non-commercial basis as a think tank and policy institute. Its principal activities shall include research, development, legal advocacy, and the promotion of new sovereign governance systems and jurisdictional innovations, including, without limitation, the model known as Startup States.

Non-Membership Structure:

The Association shall have no members, in accordance with the permissive structure contemplated under Article 60(1) of the Swiss Civil Code.

Non-Profit Declaration:

The Association shall not pursue commercial objectives and shall neither seek nor maintain tax-exempt status at the federal or cantonal level.

Working Language and Currency:

The official working language shall be English, observing British English spelling in all official documentation. The designated currencies for operations shall be Bitcoin (BTC) and PAX Gold (PAXG), with transactions processed via the Polygon blockchain to ensure transparency and cost efficiency.

Restriction on Donations:

The Association shall neither solicit nor accept donations from the general public. Only serving Directors shall be permitted to make financial contributions.

Legal Formation:

The Association shall not be entered into the Swiss Commercial Register, in accordance with Article 61 of the Swiss Civil Code.

Article 1 – Definitions and Interpretation

For the purposes of these Statutes, unless expressly stated otherwise:

- “**Association**” shall refer to the STARTUP STATES SOCIETY.
- “**Board**” shall mean the Board of Directors of the Association.
- “**Director**” shall refer to any individual duly appointed to serve on the Board.
- “**Advisor**” shall refer to any individual formally appointed to the Advisory Council.
- “**Consultant**” shall refer to any external natural or legal person engaged to deliver specified professional services or outputs.
- “**Statutes**” shall refer to these Articles of Association in their entirety.

Words used in the singular shall be deemed to include the plural, and vice versa. References to the masculine shall include the feminine and, where appropriate, the neuter.

Article 2 – Name, Legal Form, and Legal Personality

The name of the Association shall be **STARTUP STATES SOCIETY**.

It is constituted as an Association (Verein) under Articles 60 to 79 of the Swiss Civil Code and is expressly established as a closed, non-member entity governed solely by its Board of Directors.

The Association shall possess legal personality separate and distinct from its Directors, including the Founding Director. Its assets shall not be commingled with the personal assets of any Director, and its acts shall not be construed as those of any individual Director. This separation shall be maintained in all financial, legal, and representational matters.

Article 3 – Domicile

- The **STARTUP STATES SOCIETY** (“the Association”) is constituted as an **association within the meaning of Articles 60 et seq. of the Swiss Civil Code (Zivilgesetzbuch, ZGB)**. It is a non-profit organisation with full legal personality, governed by these Statutes and applicable Swiss law.
- The Association is **international in scope** and purpose. Its Founders, Directors, Advisors, Consultants, and Members **may be natural or legal persons of any nationality or domicile**, including outside the territory of Switzerland. Swiss nationality or residence shall not be a condition for participation or legal validity.
- The Association is not affiliated with any state or public authority, nor is it subject to any external control or influence. It shall at all times **maintain a distinct and independent legal personality**, separate from its members, founders, and affiliated parties.
- The Association is **not a commercial enterprise** and does not pursue its own economic self-enrichment. It shall operate exclusively in accordance with its lawful, non-commercial objectives as defined in these Statutes.
- The **registered domicile** of the Association is in the **City of Nyon**, within the **Canton of Vaud**, Switzerland, at the following mailing address:

STARTUP STATES SOCIETY
SwissMailBox PMB 184
Route de Saint-Cergue 24Bis
1260 Nyon, Switzerland

This address shall serve as the Association’s official **seat and address for service** in all legal, fiscal, and administrative matters. The Board of Directors may resolve to change the registered address at any time, provided the new domicile remains within the territory of Switzerland and is duly recorded.

Article 4 – Objects and Purpose

The Association is established as a think tank and policy institute committed to the peaceful, lawful, and diplomatically recognised formation of new sovereign jurisdictions. To this end, the Association shall:

- Promote treaty-based, innovative, and experimental models of governance;
- Facilitate academic and applied research in state formation, sovereignty, and jurisdictional design;
- Provide legal and strategic support to individuals and entities seeking to lawfully establish new countries;
- Publish research papers, policy documents, and white papers;
- Convene events, symposia, and strategic forums; and
- Operate within the spheres of international law, diplomacy, legal reform, and education.

The Association shall not engage in commercial activities, nor shall it distribute profits under any circumstances.

The Association may undertake any other lawful activity not expressly prohibited by these Statutes that is reasonably necessary or desirable to advance its mission. Such powers shall be implied to the extent that they are consistent with the Association's non-profit, non-commercial structure and stated aims.

Article 5 – Governing Body

The Association shall be governed exclusively by a Board of Directors, constituted by resolution of the Founding Director. The Board may comprise the following categories:

- **Managing Directors:** Individuals entrusted with executive and operational authority;
- **Founding Directors:** Individuals holding permanent positions with veto powers;
- **Advisory Directors:** Non-voting members appointed for their subject-matter expertise;
- **External Directors:** Appointees representing institutional or strategic partners;
- **Rotating or Term-Limited Directors:** Individuals appointed for fixed or renewable terms, as defined by resolution of the Board.

All governance authority, including the power to amend these Statutes, enact resolutions, or act in the name of the Association, shall be vested solely in the Board. All Directors shall serve in a pro bono capacity and shall not be remunerated for their service.

Unless otherwise stipulated, all decisions of the Board shall require a simple majority vote. The Board may, at its discretion, consult the Advisory Council. The Board and the Advisory Council may jointly establish standing or ad hoc committees for the implementation of resolutions, strategic oversight, and operational governance.

The Board of Directors may, at its discretion, adopt Internal Rules of Procedure to govern deliberation, voting methods, committee functions, and operational execution. Until such time as these are adopted, all formal proceedings shall be conducted under **Robert's Rules of Order** or a comparable procedural framework.

The Board may, in due course, adopt procedures for internal dispute resolution between Directors or between Directors and Advisors. Until such time, such matters may be resolved informally or at the discretion of the Founding Director, consistent with principles of collegiality and institutional mission.

At the time of constitution, the Founding Director shall hold exclusive authority to appoint the initial slate of Directors and Advisors. The Board may subsequently establish processes for future nomination, vetting, term renewal, or rotation, by resolution.

All committees shall operate under mandate from the Board. They shall possess no independent decision-making authority and may not bind the Association without express authorisation. Committee recommendations shall be advisory in nature unless formally adopted by Board resolution.

Article 6 – Minimum Quorum and Voting

Unless otherwise expressly provided herein, all resolutions of the Board of Directors shall require the participation of no fewer than fifty per cent (50%) of all current Directors to constitute a valid quorum.

Decisions shall be adopted by a simple majority of those present and voting, unless a supermajority or unanimous vote is expressly required under these Statutes.

Article 7 – Due Process for Removal or Censure

No Director or Advisor shall be removed or censured without the observance of due process. The individual concerned shall be entitled to receive written notice of the proposed action, which

shall include a summary of the grounds for the action, and shall be afforded a reasonable opportunity to respond in writing.

Final determination shall be subject to a majority vote of the Board of Directors, except where immediate removal is necessitated by a serious legal or ethical breach, in which case interim suspension may be effected by the Founding Director, pending formal review.

Article 8 – Consultant Oversight

All consultancy contracts whose total value exceeds the equivalent of one-tenth (10%) of a Bitcoin (BTC) per annum, or which involve deliverables deemed sensitive, confidential, or strategic by the Founding Director, shall be subject to disclosure to the Board of Directors.

The Founding Director may, at his sole discretion, require formal Board approval prior to the execution of any such contract.

Article 9 – Founding Director

Julien Andrew Montel Starr (hereinafter referred to as “**Andrew Starr**”), in his capacity as the sole Founding Director of the Association, shall retain exclusive and overriding veto authority over all resolutions, enactments, determinations, or other decisions proposed or adopted by the Board of Directors.

He shall serve as the sole legally authorised signatory and principal representative of the Association in all internal and external matters, unless and until he, of his own volition and without coercion, duress, or undue influence, elects to delegate, by written instrument, any portion of such authority and/or responsibility to another person or legal entity. Such delegation may be temporary or indefinite and shall remain revocable at the Founding Director’s sole discretion.

The Founding Director may, without prior authorisation of the Board, enter into commercial, academic, diplomatic, or strategic relationships with external entities. He is, however, encouraged to consult with the Board and the Advisory Council as appropriate.

Article 10 – Succession of the Founding Director

In the event of the incapacity, resignation, or death of the Founding Director, the Board of Directors shall convene within thirty (30) calendar days to deliberate and confirm a succession plan.

The Founding Director may designate a Successor at any time by means of a notarised declaration. In the absence of such designation, the Board shall be empowered to nominate and unanimously confirm a Successor or, alternatively, to resolve to dissolve the Association.

Article 11 – Emergency Succession Fallback

Where the Founding Director has not designated a Successor by means of a notarised declaration, and the Board is unable to achieve unanimous confirmation of a nominee, a supermajority vote of not less than two-thirds ($\frac{2}{3}$) of all sitting Directors may confirm a new Founding Director.

Should such a vote fail, the competent judicial authorities of the Canton of Vaud shall be petitioned to appoint a legal guardian or to oversee the orderly dissolution of the Association, in accordance with applicable law.

Article 12 – Advisory Council

The Board of Directors may establish a non-binding, non-governing **Advisory Council** for the purpose of providing independent advice, strategic insight, and expert guidance.

Members of the Advisory Council shall:

- Possess no decision-making authority;
- Serve exclusively on a pro bono basis;
- Be eligible to participate in joint committee activities with the Board.

The Advisory Council shall conduct its internal deliberations in accordance with **Robert's Rules of Order**, or a substantially equivalent system of parliamentary procedure.

Article 13 – Meetings

The Board of Directors shall convene no fewer than one (1) meeting per calendar year. Such meetings may be conducted remotely via encrypted, privacy-conscious messaging platforms, including but not limited to Telegram and the Switzerland-based Threema.

Meetings shall occur in real-time, and transcripts shall be preserved. Non-executive session minutes of both the Board and the Advisory Council shall, to the extent feasible, be published on the Association's official websites:

- **startupstates.ch**
- **startupstates.swiss** (if secured)

All meetings of the Board and the Advisory Council shall adhere, insofar as practicable, to **Robert's Rules of Order** or an equivalent procedural framework.

Article 14 – Consultants

The Association may engage external **Consultants** for the provision of defined services or deliverables.

- Consultants may be remunerated;
- All engagements shall be governed by a written independent contractor agreement;
- The Association shall have no employees.
- The founding director or a majority of the Board of Directors may hire and fire Consultants at will.

Article 15 – Register of Directors and Advisors

The Founding Director, or a person duly designated by him, may maintain a secure and encrypted register of all current and former Directors and Advisors.

This register shall include:

- The date of each individual's appointment and, where applicable, removal;
- A written record of their signed acknowledgment of duties, responsibilities, and obligations.

The register may be stored in offline format or in an encrypted decentralised digital repository, at the sole discretion of the Founding Director.

Article 16 – Finances

All financial contributions and assets of the Association shall originate exclusively from serving Directors. The Association shall not solicit or accept funding from the general public, nor may it borrow on credit.

Assets shall be held in the following forms:

- **Bitcoin (BTC):** Recognised as the first transparent, decentralised, open-source digital ledger and an investment-grade store of value;
- **PAX Gold (PAXG):** Tokens issued on the Polygon blockchain, representing allocated physical gold and enabling low-cost digital settlement.

The official wallet addresses for BTC and PAXG shall be publicly disclosed on the Association's official websites:

- **startupstates.ch**
- **startupstates.swiss** (if secured)

It is hereby declared that the domain name **startupstates.com** is the lawful property of the Association, pursuant to a declaration issued by the Founding Director.

The digital assets of the Association shall be held in cryptographically secure wallets. Until the Board decides otherwise, the Founding Director shall retain custody of the private keys, with responsibility to safeguard access and ensure continuity.

Where practicable, the Association may adopt multi-signature arrangements or emergency recovery protocols to ensure operational resilience and to prevent unilateral misappropriation.

Article 17 – Expenses

The Association shall, to the extent practicable, publish an annual financial statement itemising:

- All financial contributions received;
- All digital and tangible assets held;
- All operational and administrative expenditures incurred.

This statement shall be made publicly accessible on the Association's official websites, as part of its ongoing commitment to transparency, open governance, and sound stewardship.

Article 18 – Financial Oversight and External Audit

The Board of Directors may appoint an independent external auditor to review the Association's financial records on an annual basis. Such review may include on-chain asset verification and expenditure analysis.

Once accepted by the Board, the auditor's report may be published in whole or in part, subject to confidentiality obligations and the discretion of the Board, in order to reinforce transparency and good financial governance.

Article 19 – Conflicts of Interest

All Directors, Advisors, and Consultants shall have an affirmative duty to disclose fully and without delay any actual, potential, or reasonably perceived conflicts of interest.

In cases involving dual roles, competing interests, or related-party transactions:

- The affected individual shall recuse themselves from all relevant deliberations and votes;
 - The Founding Director may, at his sole discretion, veto or nullify any decision found to be compromised or improperly influenced.
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Article 20 – Non-Disclosure

All Directors, Advisors, and Consultants shall execute and abide by a binding **Non-Disclosure Agreement (NDA)** encompassing, without limitation:

- Internal deliberations of a confidential nature;
- Unpublished research, draft policies, and legal strategies;
- Proprietary methodologies and privileged communications.

A breach of the NDA shall constitute grounds for immediate termination or removal from all governance and advisory roles within the Association.

Article 21 – Ethics and Conduct

All Directors, Advisors, and Consultants shall maintain the highest standards of personal and professional integrity. Conduct unbecoming of their respective roles shall constitute grounds for immediate removal or disassociation.

The following acts are strictly prohibited and shall be deemed material breaches:

- Bribery or attempted bribery;
- Fraud, misrepresentation, or wilful non-disclosure of material facts;
- Embezzlement or unauthorised use of Association assets;
- Self-dealing or personal gain arising from official acts;
- Abuse, theft, or misappropriation of property or intellectual output belonging to the Association.

Each individual bears a continuing duty of loyalty to the Association and shall act at all times in good faith and in furtherance of its lawful mission.

Article 22 – Anti-Money Laundering and Counter-Terrorist Financing (AML/CTF)

Although not legally obligated under Swiss law due to its size and structure, the Association shall voluntarily observe prudent AML/CTF practices, including:

- Ensuring transparency and legitimacy in the sourcing of all funds;

- Maintaining clear and verifiable financial records;
- Promoting the ethical stewardship of digital and tangible assets.

These measures are adopted in the interest of institutional integrity and to safeguard the Association's international reputation.

Article 23 – Crisis Contingency

In the event of a political, legal, operational, reputational, or technological emergency, the Founding Director may unilaterally declare a **State of Internal Contingency**.

During such period:

- Normal procedures regarding quorum, voting, and Board consultation may be temporarily suspended;
 - The Founding Director may act independently and expeditiously, provided such actions are taken in good faith and in the interest of continuity, legal compliance, and the preservation of the Association's reputation;
 - All emergency actions shall be recorded in writing and retrospectively reviewed by the Board once normal operations are restored.
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Article 24 – Morals

All Directors, Advisors, and Consultants shall conduct themselves with honour, discretion, and a level of moral rectitude commensurate with the values of the Association.

Any public or private conduct that:

- Brings the Association into disrepute;
- Undermines its mission, credibility, or public standing; or
- Contravenes broadly recognised ethical norms,

shall constitute grounds for immediate dismissal or disassociation, at the sole discretion of the Founding Director.

Article 25 – Publications

No white papers, press releases, policy documents, or public statements may be issued in the name of the Association unless:

- They have been approved by formal resolution of the Board of Directors; or
- Written authorisation has been expressly granted by the Founding Director.

Consultants shall not represent the Association in any public, digital, or media-facing context without prior written consent.

No person, entity, or organisation shall represent itself as affiliated with the Association, or make use of its name, insignia, logo, or branding, without the express written consent of the Founding Director or the Board. All sponsorships, endorsements, or co-branded initiatives must be formally authorised.

Article 26 – Language and Translation

The official working language of the Association shall be English, and all internal and external communications shall adhere to British English spelling.

In the event of any divergence between translated versions of these Statutes or related instruments, the English-language version shall prevail and shall be deemed legally authoritative.

Article 27 – Indemnity

The Association shall extend indemnity protection to the following parties:

- The Founding Director shall be indemnified to the fullest extent permitted under Swiss law for all acts performed in good faith and within the scope of his official duties;

- All other Directors and Advisors shall likewise be indemnified for acts undertaken in good faith while acting in an official capacity.

Such indemnity shall not apply in cases involving:

- Wilful misconduct;
- Material breaches of Article 19 (Conflicts of Interest), Article 20 (Non-Disclosure), or Article 24 (Morals);
- Criminal conduct or violations of applicable laws.

Article 28 – Good Faith Liability Waiver

No Director or Advisor shall be held personally liable for any act or omission committed in good faith and under the reasonable belief that such action was in the best interests of the Association.

This waiver shall not apply in cases involving:

- Acts of gross negligence;
- Wilful misconduct;
- Criminal activity.

Article 29 – Amendments

These Statutes may be amended only by:

- A resolution adopted by not fewer than two-thirds ($\frac{2}{3}$) of all current Directors; and
- The express ratification of the Founding Director.

All amendments shall be documented in writing and physically or digitally appended to the Founding Documents of the Association.

Article 30 – Dissolution

The Association may be dissolved under the following conditions:

- Upon a resolution adopted by not less than three-quarters ($\frac{3}{4}$) of all current Directors; and
- Subject to the ratification of the Founding Director.

In the event of dissolution, any residual assets shall be distributed exclusively in furtherance of the Association's mission, as interpreted and determined by the Founding Director.

Under no circumstances shall remaining assets be distributed to any individual Director or Advisor. Distribution shall be made solely to non-commercial, mission-aligned causes or organisations, as determined by the Founding Director.

Article 31 – Digital Signatures

The Association shall recognise and give full legal effect to the use of cryptographic digital signatures in the execution of all internal resolutions, contracts, and official instruments.

Permissible forms of digital signature shall include, but shall not be limited to:

- PGP (Pretty Good Privacy);
- Swisscom Sign;
- Any mutually verifiable, identity-authenticated cryptographic signature mechanism.

Such digital signatures shall be deemed legally binding and equivalent to handwritten signatures under the internal rules of governance of the Association.

Article 32 – Technology Platform Usage

Given that the Association was constituted through virtual and remote means, it shall conduct its digital operations—including meetings, messaging, documentation, and collaboration—exclusively via privacy-conscious and secure technology platforms.

Preferred platforms include:

- Infomaniak (Swiss-based web hosting and domain services);
- Telegram, Threema, ProtonMail, and CryptPad.

Any proposed change to the Association's primary digital infrastructure shall require approval by majority resolution of the Board of Directors.

Should any primary platform or infrastructure utilised by the Association become unavailable, compromised, or subject to material legal or regulatory restriction, the Board may adopt suitable alternative platforms. Operational continuity shall be prioritised over technological fidelity.

Article 33 – Data Protection and Confidential Information

The Association shall uphold best practices for the handling of personal data and confidential information.

All Directors, Advisors, and Consultants shall comply with:

- The Swiss Federal Act on Data Protection (FADP); and
- Where applicable or practicable, the General Data Protection Regulation (GDPR) of the European Union.

Any breach of data protection obligations shall be reported to the Board of Directors without undue delay.

At present, the Association does not collect or process personal data from the general public. Where communication or recordkeeping relies on third-party platforms, the Association shall use providers that are, to the best of its knowledge, compliant with the FADP and GDPR.

Article 34 – Records Retention

The Association may retain foundational, financial, contractual, and strategic records for a period of no less than ten (10) years, or for such longer duration as may be required by Swiss law.

Records may be stored in physical form or in secure digital repositories featuring redundancy and encryption, at the discretion of the Founding Director.

Article 35 – Severability

Should any provision of these Statutes be adjudged invalid, unlawful, or otherwise unenforceable under applicable law, such provision shall be severed without affecting the validity and enforceability of the remaining provisions, which shall remain in full force and effect.

Article 36 – Entirety

These Statutes and the associated Founding Documents shall constitute the complete and exclusive governing framework of the STARTUP STATES SOCIETY.

They supersede any and all prior agreements, assurances, understandings, or representations—whether oral or written—relating to the formation, structure, or operations of the Association. All such prior instruments are hereby declared null and void.

III. FOUNDERS' DECLARATION

1. Constitution of the Association

We, the undersigned, being the lawful and voluntary founders of the **STARTUP STATES SOCIETY**, do hereby adopt in full the foregoing Statutes and Founding Documents, and resolve to constitute the Association in accordance with the laws of Switzerland. The Association is thereby established as a juridical person with its own distinct legal identity under Articles 60 et seq. of the Swiss Civil Code. The Association is not an alter ego, agent, or extension of any of its Founders, Directors, Advisors, Consultants, or Members, but operates as an independent legal person in its own right.

2. Founding Members

(a) STARR LLC

A Series of OTOCO LLC (Parent formed 4 December 2023, Reg. No. 966308)

A Republic of the Marshall Islands Limited Liability Company

Registered Office: The Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, MH 96960-9696

Date of Formation of STARR LLC: 4 October 2024

NFT Identification Number: 496

<https://polygonscan.com/nft/0x54dED98a6720EcEAA54EB0F858c81737CDe9FF9E>

Signed for and on behalf of STARR LLC:

Julien Andrew Montel Starr, Sole Manager and Sole Member (MGRM)

Signature: _____



(b) Julien Andrew Montel Starr

Republic of Palau Digital Resident Card ID: MZR8919K

Issued: 3 October 2024 — Expires: 3 October 2025

Unmarried male, without dependents

Signature: _____



Each signatory affirms that the information provided herein is true and correct to the best of their knowledge, belief, and intent, and that this instrument is executed freely and voluntarily. This affirmation is a sworn statement and may be relied upon in any jurisdiction recognising such declarations.

3. Declaration of Dual Role and Legal Distinction

It is hereby disclosed and affirmed that **Julien Andrew Montel Starr**, one of the founding members of this Association in his personal capacity, also serves as the sole manager and sole member of **STARR LLC**, a founding legal entity of the Association. STARR LLC is a designated series of OTOCO LLC, a limited liability company formed under the laws of the Republic of the Marshall Islands, and governed by the Limited Liability Company Act 1996, Title 52, Chapter 4. Pursuant to §79 of said Act, individual series may be established with separate rights, powers, and duties and may pursue distinct business purposes. STARR LLC maintains its own records, assets, and governance structure in accordance with law.

While both founding members are under common control, they are recognised as separate legal persons under their respective jurisdictional frameworks. The Association affirms that this dual-role arrangement satisfies the two-member requirement set forth in Article 60 of the Swiss Civil Code and does not compromise the voluntariness or legal sufficiency of its constitution.

4. Affirmation of Legal Personality and Institutional Independence

The Association is not a conduit, alter ego, proxy, or economic instrumentality of any Founder, Director, Advisor, or Consultant. It is an autonomous association endowed with its own legal personality, distinct rights and obligations, and the ability to contract, own property, and pursue its aims independently. No individual or entity shall assert, nor shall the Association permit, any conflation between the legal existence of the Association and that of any of its Founders or affiliated persons or entities.

All dealings between the Association and any of its Founders, Directors, Advisors, or Consultants shall be conducted strictly on an arm's length basis and in accordance with principles of fiduciary integrity. The Association shall not engage in self-dealing or permit any transaction that confers preferential treatment, unless properly disclosed, authorised, and consistent with its Statutes and applicable Swiss law.

5. Separation of Assets and Liabilities

The assets, liabilities, and operations of the Association are fully and permanently separate from those of any of its Founders, Directors, Advisors, or Consultants. No Founder, Director, Advisor, or Consultant shall bear personal liability for the debts, liabilities, or obligations of the Association. Likewise, the Association shall not bear any responsibility for personal debts or obligations of any individual or entity affiliated with it. This mutual non-liability shall apply irrespective of role or duration of involvement and shall survive resignation, termination, or dissolution of any individual's relationship to the Association.

6. Safeguard Clause – Severability of Founding Defects

In the event that **STARR LLC** is ever determined, in any competent jurisdiction, to lack full legal personality or capacity—whether due to legal misinterpretation, statutory amendment, or procedural defect—such determination shall not affect the validity, continuity, or standing of the Association. The **STARTUP STATES SOCIETY** shall be deemed validly constituted at all times under Swiss law based on the continuing capacity of at least one qualified founder. This safeguard preserves the Association's legal personhood and ability to operate lawfully notwithstanding any irregularity in the status of a founding entity.

7. Continuity and Substitution

Should any founding member be dissolved, liquidated, or rendered incapable of fulfilling its role, the Board of the Association may, by formal resolution, designate a substitute natural or legal person to assume such role. Such substitution shall not constitute a re-founding or novation of the Association, but shall instead be recorded in its internal governance instruments to preserve continuity and legal coherence.

IV. ARBITRATION CLAUSE

Before submitting any dispute to arbitration, the parties shall engage in good-faith efforts to resolve the matter through internal mediation.

Mediation shall be conducted within thirty (30) calendar days of a formal written notice of dispute. If mediation fails or is refused, the dispute may then proceed to arbitration as outlined below.

Any dispute, controversy, or claim arising out of or in connection with these Founding Documents, including any question regarding their existence, validity, interpretation, performance, or termination, shall be submitted to arbitration in accordance with the **Swiss Rules of International Arbitration** of the **Swiss Arbitration Centre**, in force at the time of filing the Notice of Arbitration.

Key Arbitration Parameters:

- **Number of Arbitrators:** One (1)
- **Seat of Arbitration:** Online. If impermissible, then Geneva, Switzerland
- **Language of Proceedings:** English
- **Basis of Decision:** Documentary evidence only
- **Advance on Costs:** To be borne by the initiating party
- **Recovery of Costs:** The prevailing party shall be entitled to full recovery of legal and arbitration costs

Should the STARTUP STATES SOCIETY prevail, it shall, where legally permissible, seek **treble punitive damages** in respect of all costs incurred.

At any stage, the parties may, by mutual consent, submit the dispute to mediation under the **Swiss Rules of Commercial Mediation** of the **Swiss Chambers' Arbitration Institution**.

Swiss Arbitration Centre

Boulevard du Théâtre 4
1204 Geneva, Switzerland
Tel: +41 22 310 37 31
Email: asa@swissarbitration.org

Jurisdiction for Non-Arbitrable Matters:

Any dispute not subject to arbitration pursuant to this clause shall fall under the **exclusive jurisdiction of the competent courts of the Canton of Vaud, Switzerland**. These Statutes, and all acts, interpretations, and obligations arising under them, shall be governed by and construed in accordance with the **substantive laws of Switzerland**, excluding its conflict-of-laws rules.

V. NOTARIAL ACKNOWLEDGEMENT

PROVINCE OF ONTARIO CANADA

On this 4th day of June, 2025, before me, the undersigned Notary Public, duly commissioned and authorised in and for the Province of Ontario, Canada, personally appeared **JULIEN ANDREW MONTEL STARR**, known to me (or satisfactorily proven) to be the individual

whose name is subscribed to the foregoing instrument, and who acknowledged that he executed the same freely and voluntarily for the purposes therein contained, in his capacity as Founder and Director of the **STARTUP STATES SOCIETY**.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Seal of Notary Public]

Notary Public for the Province of Ontario

My Commission Expires: Never



Signed and sworn/declared before me, Manpreet Kaur a Commissioner ETC., in Milton, Ontario, via video conference by Julien Andrew Montel Starr, stated as being in Mérida, Yucatán, Mexico, on June 4, 2025, in accordance with O Reg 431/20, Administering Oath or Declaration Remotely.

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The entirety of the content herein is the intellectual property of the **STARTUP STATES SOCIETY** and is released under the following licence: **Creative Commons Attribution–NonCommercial–ShareAlike 4.0 International (CC BY-NC-SA 4.0)**.





MANPREET KAUR
Commissioner of Oaths
in and for the Province of Ontario.
My commission is of unlimited duration.
No legal advice given. LSO No. P20350



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