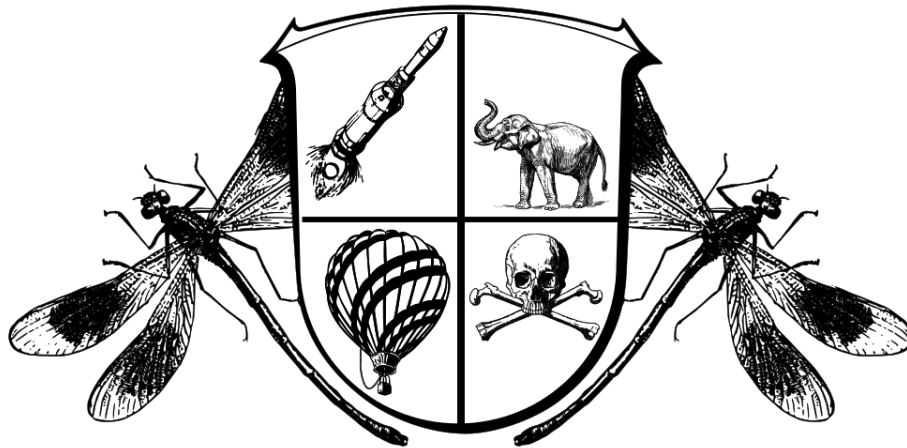


Corporation for Inter-World Tourism and Adventuring

Charter of the Corporation Not For Profit

Bruce-Robert Fenn Pocock <brfennpocock@ciwta.org>

The Corporation for Inter-World Tourism and Adventuring



corporation not for profit

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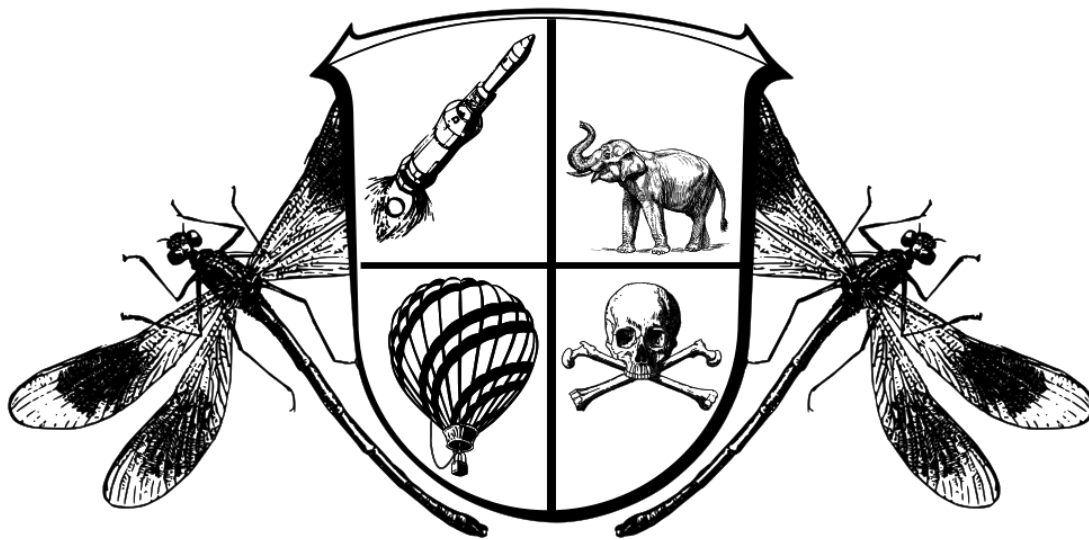
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Corporation for Inter-World Tourism and Adventuring

The Corporation for Inter-World Tourism and Adventuring



corporation not for profit

1 Name

1. The name of this corporation is “The Corporation for Inter-World Tourism and Adventuring.”
2. In this document, the name INTER-WORLD is used as an abbreviation.
3. This corporation may register additional fictitious names “doing business as” to be used in accordance with its Purpose.

2 Place of Business

2.1 Principal Place of Business

INTER-WORLD is organized and defined to have its principal place of business at:

Corporation for Inter-World Tourism and Adventuring
c/o Gian C Ratnapala, Esq
GCR Business Law, PLLC
500 E Broward Blvd Ste 1710
Ft Lauderdale, FL 33394-3012
United States

2.2 Venue of Law

INTER-WORLD is subject to the laws of Broward County, in the State of Florida, United States of America.

2.3 Mailing Address

INTER-WORLD can be addressed by post at:

Corporation for Inter-World Tourism and Adventuring
PO Box 23095
Oakland Park, FL 33307-3095
United States

2.4 Other Places of Business

INTER-WORLD may establish at any time branch or subordinate offices or relocate the principal office as necessary in the course of business, with appropriate clearance, permits, licenses, and notification to relevant parties.

3 Purpose

3.1 Purpose in the Public Interest

INTER-WORLD is organized for the purposes defined here as a not-for-profit Florida corporation, under Chapter 617 of the Florida Statutes:

1. to encourage the creating of literary and creative works, including books, video games, still and motion pictures, teleplays, musical scores and recordings, and works in any other medium, in certain shared worlds of fiction (“SHARED WORLDS”);
2. to oversee and manage the development of the SHARED WORLDS, in any and all aspects, including story, characters, likenesses, and designs;
3. to control and administer such intangible properties and rights as copyrights, trademarks, rights of authorship, service marks, and other intangible or intellectual properties as are associated with the SHARED WORLDS;
4. to manage and administer means by which members of the public can participate in the enjoyment of the SHARED WORLDS through such means as access to video games, viewing of teleplays, reading written works, and so forth;
5. to promote the VALUES for which INTER-WORLD is chartered, as defined in this document, through these creative works;
6. and to sustain the production of these works both financially and in services and publications.

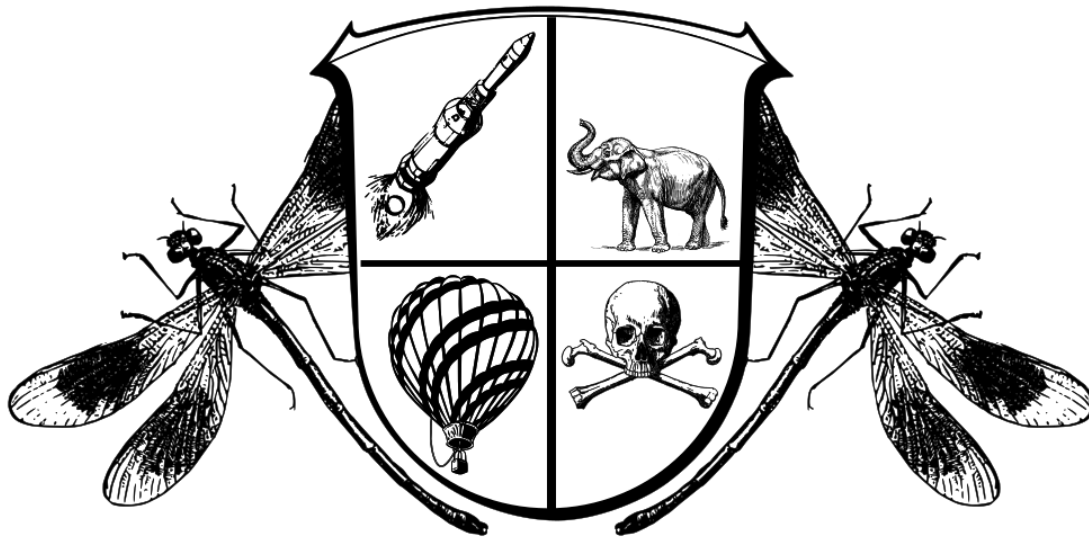
3.2 Support of Purpose

1. INTER-WORLD is organized effective on the date this Charter is signed by the Incorporator, or upon such other date as incorporation may be granted by the State of Florida.
2. INTER-WORLD is a not for profit corporation as defined in Florida Statute 617.0301, existing for purposes of benevolent, social, and literary, and cultural association.

3.3 Corporate Seal

As required by Florida Statute 617.0302(3), the following is adopted as the corporate seal, which includes the words “The Corporation for Inter-World Tourism and Adventuring,” as well as “corporation not for profit:”

The Corporation for Inter-World Tourism and Adventuring



corporation not for profit

Description: A shield quartered, containing within it a rocket, an elephant, a hot air balloon, and a skull and crossed bones, surrounded by two dragonflies. Text styled in the typeface “Century Schoolbook L” in roman type.

4 Cadre

4.1 Composition of the Cadre

1. The governing board of Directors of INTER-WORLD will be the Cadre. For purposes of law, the Cadre is both the Board of Directors and Managers of the Corporation.
2. Except as forbidden by this Charter, the Cadre may exercise any powers in the authority of INTER-WORLD or may delegate those powers to any employee, contractor, or other agent for a limited or indefinite time.
3. The Cadre will initially consist of five seats:
 1. The Operations Manager,
 2. The Chief Engineer,
 3. Three Captains.

4.2 The Cadre, Generally

1. Any member of the Cadre may resign at will. In concert with their resignation, they may nominate a successor, subject to confirmation by the majority of the remaining members of the Cadre. No member of the Cadre may resign if there is an unfilled vacancy in the Cadre outstanding, however.
2. Any member of the Cadre may take a leave of absence and appoint a temporary replacement to act in their name for a period of up to ninety days. Their replacement is subject to suspension or removal by acclamation.
3. Any member of the Cadre may appoint an emergency successor, who will replace them and act in their name for a period of up to ninety days, in the event that the regular member of the Cadre is unable to perform their duties due to incapacity or death. Their replacement is subject to suspension or removal by acclamation.
4. Emergency successors are explicitly authorized to replace members of the Cadre in the event of any emergency (as per Florida Statute 617.0207(5)) which prevents the usual Cadre member from participating. "Incapacity" includes physical or mental illness, or inability to access communications services for an extended time for any reason, including isolation by a natural disaster.
5. In the event of a permanent or long-term (over sixty days) expected vacancy in the Cadre,
 1. The Chief Engineer must appoint one or more alternates Engineers as replacements, who will act as a replacement Chief Engineer until one is elected.
 2. A vacant Captaincy must be filled by Cadre election within sixty days.
 3. A vacant Lieutenancy must be filled by general public election within sixty days.
6. The Operations Manager and Chief Engineer may be the same person; the other seats must be filled by any person who is qualified as a Director of a Corporation in the State of Florida, but must be discrete individuals and natural persons.
7. The operations of the Cadre shall be democratic, limited by this Charter.

8. The members of the Cadre will be paid a salary by the corporation, which will be a flat rate, not subject to performance of any individual or the corporation, and no more than a fair and reasonable level of compensation for the scale of the corporation, but not less than one cent. The salary of the Cadre will be available for public inspection.
9. The salaries of the Operations Manager and Chief Engineer may be set at a value different than those of the Captains or Lieutenant. The salary of the Lieutenant may be no less than one half that of a Captain.

4.3 Duties of the Operations Manager

1. This office may be filled by any person permitted under Law and this Charter to be a Director of this Corporation.
2. The Operations Manager is authorized by INTER-WORLD to enter into contracts, do business with banking and financial institutions, and authorize the expenditure of corporate funds appropriately at will, subject to oversight by the Cadre. This Authority will be confirmed by a suitable letter upon taking authority as Operations Manager. (See Appendix A [Letter of Authority for Operations Manager], page 26)
3. For purposes of interaction with other organizations and compliance with laws or regulations, the Operations Manager is the Chief Executive Officer, President, Chief Operating Officer, Chief Financial Officer, and Treasurer of INTER-WORLD.
4. A vacancy of the Operations Manager position without a replacement will be filled by the Chief Engineer until a new Operations Manager is elected. When the Operations Manager and Chief Engineer are the same person, the or are both incapacitated, the position will be filled by the Captains, in order of seniority.

4.4 Duties of Chief Engineer

1. The office of the Chief Engineer will be filled indefinitely.
2. The office of the Chief Engineer may be filled only by someone familiar with the technological aspects of video game development and familiar with the management and direction of projects in the creative arts.
3. The Chief Engineer is authorized by INTER-WORLD to enter into contracts, do business with banking and financial institutions, and authorize the expenditure of corporate funds appropriately for maintenance of technological infrastructure, as generally authorized, budgeted, and overseen by the Operations Manager, subject to oversight by the Cadre. This Authority will be confirmed in writing upon taking authority as Chief Engineer. (See Appendix B [Letter of Authority for Chief Engineer], page 28)
4. For purposes of interaction with other organizations and compliance with laws or regulations, the Chief Engineer is also the Chief Technology Officer, Vice-President, Director of Privacy and Security, and Chief Information Officer of INTER-WORLD.

4.5 Duties of Captains

1. The offices of Captains in the Cadre will be filled indefinitely.
2. Each office may be filled by any person permitted under Law and this Charter to be a Director of this Corporation.

3. Any Captain of the Cadre is authorized by INTER-WORLD to examine every contract or financial document entered into by INTER-WORLD at any time. This Authority will be confirmed by a letter suitable for evidence of this authority upon taking authority as a Captain. (See Appendix C [Letter of Authority for Captains], page 30)
4. For purposes of interaction with other organizations and compliance with laws or regulations, each Captain may identify themselves as a Vice-President and/or Director of INTER-WORLD.
5. Unless otherwise delegated, a Captain may *not* enter into new financial agreements, authorize expenditures, or make contracts without approval of the majority of the Cadre.
6. The initial Captains appointed at incorporation are considered to have seniority in the order named, where the first named Captain is most senior.

4.6 Duties of Lieutenants

1. At a time decided by the Cadre, seats for Lieutenants can be created.
2. A Lieutenant seat of the Cadre will be filled by a public election of qualified persons in AUDIENCES, conducted as described in this Charter, for a term of one year. AUDIENCES are the players, viewers, readers, or other participants in any art works.
3. This office may be filled by any person permitted under Law and this Charter to be a Director of this Corporation. A Lieutenant will be given a limited authority as compared to the other members of the Cadre.
4. A Lieutenant of the Cadre should be given reasonable access to appropriate financial documents by the other members of the Cadre as appropriate.
5. The other members of the Cadre may redact information for purposes of security of corporate accounts and privileges, as well as protection of the privacy of any person, before conveying information to the Lieutenant, or choose to convey information only in aggregate.
6. Unless otherwise delegated, neither a Lieutenant may not enter into new financial agreements, authorize expenditures, or make contracts without approval of the majority of the Cadre.

4.7 Cadre Meetings and Actions

1. Cadre meetings may be ordered and conducted in any real-time or non-real-time communications medium, including but not limited to video conferencing, e-mail, or Internet Relay Chat. Cadre meetings will be recorded in summary form by the Operations Manager.
2. Meetings must be held at least once per year, and may be held as often as necessary, upon demand of any member of the Cadre, with reasonable notice.
3. The Operations Manager will schedule a meeting at the convenience of the Cadre and generally within 15 days of the request, but with at least 3 days advance notice. In situations of great urgency, the Operations Manager may schedule a meeting of the Cadre upon shorter notice.

4. Cadre meetings will follow such rules or traditions of order as the Cadre may choose, provided that all members are presented the opportunity to share documents and information on any subject being decided, and, that each vote taken must be for a single, clearly defined topic and recorded as a “Yea,” “Nay,” or willful abstention by each member.
5. Acclamation requires unanimous approval of the entire Cadre. For acclamation, any abstention is a “Nay” vote. Acclamation is required for certain actions as enumerated in this Charter.
6. For votes of simple majority, the weight of votes “Yea” versus “Nay” is compared, without concern for abstentions. An equal tie may be decided by the Operations Manager.
7. Any action of the Cadre may be taken by consent in writing, when each member of the Cadre has been presented a question with full and true information and cast a vote “Yea” or “Nay” in writing by any channel; However, members of the Cadre may move to discuss such action at a meeting, and may abstain from voting until that time. When an action in writing is moved to a meeting, members of the Cadre may change from their initial vote, at that meeting.

4.8 Conflict of Interest

1. No member of the Cadre may vote upon any contract or transaction in which that member has any direct or indirect financial interest. Abstention for this reason does not count as a “Nay” vote in acclamation.

This rule shall include, but not be exclusively limited to:

1. Altering the compensation of any person,
 2. Authorizing a contracted obligation to any person or organization controlled by or providing benefit to any person,
 3. Exchange of money or assets of any kind to any person or organization controlled by or providing benefit to any person,
 4. Exchange of money or assets of any kind to any organization of whom the member is an officer or member of the board of directors or equivalent.
2. A personal interest includes the benefit of
 1. the member of the Cadre themselves,
 2. their spouse, civil partner, child, or parent,
 3. or the spouse, civil partner, child or parent of any of these¹,
 4. or any other person who can be reasonably construed to be a close and immediate family member or with whom that member of Cadre has significantly commingled assets
 3. Regardless of the preceding, a conflict of interest does not exist when any member of the Cadre votes upon
 1. compensation of the Cadre, including themselves,

¹ eg, spouse’s parent, or parent’s spouse, et al

2. a disbursement or grant to an charitable program, where that person is incidentally a member of the class of persons who generally benefit from that program,
3. any issue where the interested member of the Cadre has no actual knowledge of their potential benefit and the amount of the transaction is less than ten thousand dollars.
4. providing legal or financial services or payment for legal or financial services in any proceeding resulting from a bona fide act of this Corporation, including defense in law suits, audits, or other results

5 Initial Cadre, Registered Agent, Incorporator

5.1 Initial Cadre

1. The initial membership of the Cadre will be:
 - Bruce-Robert Fenn Pocock
Operations Manager and Chief Engineer
 - Aline Dolan
Captain
 - Mariaelisa Greenwood
Captain
 - Levi McCall
Captain
2. The membership of the Cadre may be altered in accordance with this Charter, and will be reported in the corporation's Annual Report.
3. The salary for each member of the Cadre for the calendar year of 2018 shall be one cent (USD), payable by check or cash. This compensation may be altered subsequent to 31 December, 2018 in whatever way the Cadre chooses.

5.2 Registered Agent

1. The Registered Agent of INTER-WORLD is:
 - Gian C Ratnapala, Esq
 - GCR Business Law, PLLC
 - 500 E Broward Blvd Ste 1710
 - Ft Lauderdale, FL 33394-3012
 - United States
2. I hereby accept designation as the Registered Agent for the Corporation for Inter-World Tourism and Adventuring, effective immediately; I understand the duties of Registered Agent, as set forth in Florida Statute 617.0503 and other laws and statutes as appropriate.

(signed)

Gian C Ratnapala, Esq
Bar number 97342

Dated this ____ day of February, 2018

5.3 Incorporator

1. The Incorporator of INTER-WORLD is:
Bruce-Robert Fenn Pocock
PO Box 23095
Oakland Park, FL 33307-3095
United States

6 Values

1. INTER-WORLD will endeavor to promote these values in arts and literature:
 - Fun and play
 - Non-violent problem-solving and conflict resolution
 - Compromise, redemption, and forgiveness
 - Respect for others: Being nice, sharing, helping others
 - Caring for the environment and others
 - Diversity, non-discrimination, and non-stereotyping
 - Accessibility and inclusion
 - Education, culture, literature, and scientific progress
 - Internal consistency of the SHARED WORLDS (each to itself) across various media and works of art
2. INTER-WORLD will endeavor to remain open, welcoming, and accessible to the limits of technology and media to all persons of any race, color, ethnicity, biological sex, sexual orientation, gender, gender expression, marital status, current or former profession, current or former religious affiliation, nationality, ethnicity, or mental and physical condition.
3. INTER-WORLD will attempt to present issues and arts in age-appropriate means; and, wherever appropriate, make them accessible to persons of all ages.
4. The Cadre will ensure that Terms of Service, Community Standards, and other contractual agreements with AUDIENCES are aligned with these Values.
5. The Cadre will attempt to work with employees, contractors, partners and other agents who embody these Values as well.
6. INTER-WORLD will not conduct gambling operations, as defined by State or Federal law as gambling or “gaming.”
7. INTER-WORLD is not a disaster-relief organization.
8. INTER-WORLD will cooperate openly with authorized law enforcement agencies in any jurisdiction, but will require those agencies to perform due diligence and demonstrate legal due process in obtaining warrants. Notwithstanding this requirements of a warrant, a member of the Cadre may authorize the release of limited and specifically identified information to law enforcement or other agents pending receipt of a warrant in the event of a demonstrable and legitimate emergency.

7 Shared Worlds

1. In definition: the SHARED WORLDS are fictional universes which differ from our own, but are, within themselves, taken to be consistent.
2. INTER-WORLDS may create, or cause or allow to be created, works of art including video games, books, teleplays, music, illustrations, or any other work of art and literature set within the worlds managed by INTER-WORLD.
3. INTER-WORLD and the Cadre thereof are ultimately the curators of the SHARED WORLDS and may take whatever actions are suitable, just, and lawful to enforce the ownership and curation of them.
4. INTER-WORLD may authorize other persons, organizations, or agencies to participate in the development of these works of art, but must retain supervisory authority at all times.
5. Upon incorporation, INTER-WORLD accepts curatorship of the shared world of TOOTANGA, and any copyrights and all other intangible rights associated therewith, as represented and described at <https://Tootsville.org/> and related web sites, including <https://Wiki-Wiki.Tootsville.Adventuring.Click/wikiwiki/>.
6. INTER-WORLD may accept the curatorship of other SHARED WORLDS, by acclamation.
7. Mere ownership of the intangible rights to a SHARED WORLD does not mean that INTER-WORLD is required to expend efforts of time or money in the maintenance or promotion of that SHARED WORLD.
8. The Cadre should take care to empower artists or creators who wish to make use of any SHARED WORLD in ways aligned to the corporate Values.
9. When artists or creators make use of any SHARED WORLD under license, permission, or authority of INTER-WORLD, the Cadre may

8 Public Benefit

1. INTER-WORLD may take in earnings from any lawful source, including without limitation receipts from retail or wholesale sales of goods and merchandise related to the SHARED WORLDS, or payments for use of intangible rights, including royalties or licensing fees.
2. The property of INTER-WORLD is irrevocably dedicate to charitable and literary purposes.
3. No part of the net earnings or assets of INTER-WORLD may inure to the benefit of, or be distributed to, the Cadre or shareholders, or other private persons, except:
4. INTER-WORLD may pay reasonable compensation to the Cadre, or to employees, in order to conduct this business, where “reasonable compensation” is limited both as that term is used in law and rules of the US Internal Revenue Service, and further limited by this Charter.
5. INTER-WORLD may pay reasonable fees
6. No payment of, or distribution of, dividends may be made to any person.
7. No “distribution,” as defined in Florida Statute 617.01401(7), may be made.
8. No substantial part of the activities of INTER-WORLD shall be in the carrying on of propaganda, or otherwise attempting to influence specific legislation, and the corporation will not participate in, or intervene in, including the publication of or intentional distribution of statements, any political campaign on behalf of, or in opposition to, any candidate for public office.
9. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code
10. The Corporation shall not, except in any insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in this Charter’s Chapter 3.
11. INTER-WORLD shall observe the best interests of the general public and pursuit of the Values of the corporation.
12. The Operations Manager will publish to the general public and prepare (or supervise the preparation of) reports, at least annually, for submission to all proper regulatory agencies, to include any required filings to the State of Florida, and the government agencies of the United States, including the Internal Revenue Service.

9 Transparency

1. It is the intention of this Charter that the Cadre and employees of INTER-WORLD should provide the greatest possible degree of transparency and accountability to the general public as is practical.
2. Notwithstanding this, INTER-WORLD must take reasonable efforts to protect the privacy of our AUDIENCES, employees, and anyone with whom we do business, except as far as those persons may choose to share certain information or where providing information is required to do business.
3. Wherever practical, INTER-WORLD will rely upon, make use of, improve, and share improvements to software which meets the Open Source definitions of the Open Source Initiative (<https://opensource.org/>) and/or Free Software which meets the definition of the Free Software Foundation (<https://fsf.org/>).
4. The use of any proprietary software which meets neither definition must be disclosed in (at a minimum) software documentation and annual reports, and a compelling technical explanation as to why a Free or Open Source Software (F/OSS) was not used must be provided. The use of any software which is not F/OSS must be approved by the Chief Engineer (or their delegate).
5. Documents and files of any kind related to the operations of INTER-WORLD will be stored and maintained in forms that are open and commonly can be viewed or edited in readily-available F/OSS unless a valid justification can be documented and approved by the Chief Engineer (or their delegate). Preferred forms for editable documents include $\text{T}_{\text{E}}\text{X}$ info, $\text{L}_{\text{A}}\text{T}_{\text{E}}\text{X}$, Open Document formats (ODT, ODS, et al; LibreOffice, et al), SVG (Inkscape), XCF (Gimp), and plain text formats.
6. Annual Reports, other reports, and actions taken in general by INTER-WORLD will be made publicly accessible to the greatest extent possible, including publication on <https://ciwta.org/>.
7. Reports concerning generally tabular or numeric data will be made available in tabular formats, such as tab-delimited files, for external analysis, as well as in forms more suitable for presentation.
8. Whenever practical, created works are encouraged to be released under F/OSS licenses (for software) or Creative Commons license (for other media), but INTER-WORLD may restrict some copyrights, trademarks, service marks, or other rights in the interests of maintaining the integrity and consistency of SHARED WORLDS.
9. Private information provided to INTER-WORLD by any person must be:
 1. acquired for a certain, clear purpose, and used only for that purpose. The purpose must be disclosed to the person from whom the information is collected;
 2. disclosed only to the minimum persons or organizations required to fulfill that purpose;
 3. disclosed only to persons or organizations who in turn will not further disclose that information except under the same or substantially similar restrictions as these
10. However, private information may be aggregated and used in aggregate, non-personally-identifiable form for purposes other than those for which it was gathered.

11. Requests, whether or not granted, from any agency to obtain personal information will be reported in the Annual Report and other reports as necessary, unless prevented by a court of competent jurisdiction, along with information as to whether (and, if so, why) these requests were granted.
12. A “canary” expression will be contained within the Annual Report identifying, for each month, that no secret court orders were received during that month, unless such a statement is untrue.
13. Failures of systems managed by, or on the behalf of, INTER-WORLD, whether technological systems or procedures, will be documented and subjected to analysis. Where practical, this information will be publicly disclosed both at the time through typical means (eg, Tootsbook blog) and summarized for the Annual Report.

10 Employment and Compensation

1. INTER-WORLD may employ or contract with persons or organizations to conduct its business as appropriate and necessary, provided that all activities and affairs of the corporation shall be managed and all powers exercised under the ultimate direction of the Cadre.
2. The compensation given to any employee or contractor must be fair and reasonable for the duties performed.
3. Every employee, to include the Operations Manager or Chief Engineer (when receiving a salary more than a mere token fee), will be extended reasonable benefits to permit work in dignity and without undue burdens or stress. The package of benefits may vary based upon position and hours worked, but must be substantially fair and similar to all employees of any kind.
4. Employment compensation is considered to include wages or salary, and all fringe benefits of any kind, whether taxable or not, to include:
 1. Salary and wages
 2. Insurance contracts paid, including health, dental, vision, life, short-term or long-term disability, or the like,
 3. Memberships in any organization providing benefit, such as automobile roadside assistance, discount programs, assistance programs, fitness clubs or spas, or other programs,
 4. Professional services provided for the personal benefit of the employee but paid for by INTER-WORLD,
 5. Receipt of gifts of goods or materials from INTER-WORLD, trivial (eg, T-shirts) or substantial (eg, computers) given over to the employee's ownership and permanent control, which are not otherwise excluded
 6. Any goods or services provided by INTER-WORLD to family or associates of the employee, to include day care or elder care services, which are not otherwise excluded
5. Compensation for the purposes of this section does not include goods or services provided to an employee for the convenience of INTER-WORLD or directly required for the employee to carry out their job, to include:
 1. mobile devices or computers to be used for working purposes
 2. other tools, devices, or equipment used for working purposes
 3. uniforms, costumes, or the like
 4. food or beverages consumed during work or working events
 5. day care services (child care or elder care)
 6. transportation to or from work or working events
 7. courtesy services that may be available to all employees of an office or area (eg, courier or dry-cleaning services)
 8. transportation and travel expenses to working events

9. transportation and travel expenses to industry events appropriate to the needs of INTER-WORLD or professional development of the employee
10. education or professional development of the employee
6. The compensation for the least-paid employee, prorated appropriately to account for hourly vs salary wages, must be no less than one-fifth that of the highest-paid employee, including members of the cadre, inclusive of all compensation.
7. Employees may choose to be represented by a labor union, and INTER-WORLD will deal with union representatives as well as unrepresented employees equally and fairly.
8. INTER-WORLD will not donate or pay funds to any individuals, other than as wages and compensation otherwise authorized by this Charter, or for reimbursement for business expenses.
9. The compensation paid to any non-Cadre employee individually will not be made public information, and information about any employee will be given proper protection to preserve personal privacy to the fullest extent possible.
10. Notwithstanding the prior item, compensation of employees in general will be made known in transparency reports, so that each employee may be aware of the range of wages, salary, or other compensation paid by INTER-WORLD.
11. Employees and contractors are expected and required to represent the corporate Values in public activities on behalf of INTER-WORLD.
12. Where volunteer service is accepted or community contributions are solicited for SHARED WORLDS, volunteers conducting any part of the business of INTER-WORLD, including peer customer support or peer technical advice, are expected to be held to the highest standards of conduct as well.

11 Suppliers and Purchasing

1. Selection of contractors or suppliers of services or commodity goods will be based upon fair and reasonable pricing; in all purchases exceeding the Petty Cash limit, proof must be available upon demand that the price paid was not excessive.
2. The Petty Cash Limit is defined as ten cents times the Consumer Price Index for Urban Consumers (CPI-U) from the 1982-84=100 scale, for the Miami-Fort Lauderdale-West Palm Beach Metropolitan Statistical Area, as documented by and published by the Bureau of Labor and Statistics, plus \$5.¹
3. Where practical, multiple estimates or price quotes will be sought out and chosen-from.
4. Where practical, buyers will select from among suppliers who embody and support the corporate Values in preference to other suppliers, even if not the lowest price.

¹ For reference: As of August, 2017, the value for the Miami-Fort Lauderdale area was 255.898, yielding a Petty Cash Limit of $\$25.59 + \$5 = \$30.59$.

12 Members, Shareholders

1. The members or shareholders of INTER-WORLD may be of voting and non-voting classes.
2. When a vote of shareholders is authorized or required by this Charter, a quorum consists of at least two thirds of all members by voting shares.
3. Members voting is counted per share, and votes may be cast by proxy.
4. The Operations Manager will maintain the mandatory list of all shareholders specified in Florida Statute 617.0601(4)
5. Meetings of the shareholders may be called by
 1. the Operations Manager, or any Captain of the Cadre,
 2. any members holding personally or by trust or proxy at least five per cent of the voting shares, in accordance with Florida Statute 617.0701(3)(e-f).
6. Notwithstanding any other provisions of this Charter, by a simple majority vote, the shareholders may demand the removal of any member of the Cadre other than a Lieutenant, with the approval of any one member of the Cadre; or, by a two thirds majority vote

13 Elections and Voting

1. Cadre Elections: other than Lieutenant
 1. Cadre elections for Captaincy, Operations Manager, and Chief Engineer can be by singular nomination and confirmation, or election between multiple candidates.
 2. When only one candidate is presented, a unanimous confirmation vote of the other members of the Cadre is required.
 3. When multiple candidates are presented, at least 4 votes are required to take the seat.
2. Lieutenant Elections
 1. The Cadre will establish a procedure by which Lieutenants can be elected from and by AUDIENCE to serve as temporary members of the Cadre.
3. Cadre Decisions
 1. When a decision cannot be reached unanimously, the Cadre may vote openly.
 2. For matters considered to be technical in nature or to have a larger impact in the technical and operational arena than otherwise, the vote of the Chief Engineer will be worth 20; otherwise, 10.
 3. For all matters, the vote of the Operations Manager will be worth 15.
 4. Each Captain's vote is worth 10.
 5. The Lieutenant's vote is worth 9.
 6. A quorum to vote requires each member of the quorum to have been adequately briefed on the subject and cast their vote yea or nay within a reasonable time, generally the second business day, by whatever communications channels the Cadre may designate, to include electronic mail, SMS, or telephone.
 7. No quorum is met on a technical issue without the advice and opinion of the Chief Engineer.
 8. No quorum is met on any other issue without the advice and opinion of the Operations Manager.
 9. Every member of the Cadre may contribute their advice or opinion on any issue.
 10. A quorum is met by a minimum of four votes being cast, except on those issues which require acclamation. If the number of seats on the Cadre is increased, the quorum is set at no less than 75% of the total number of seats on the Cadre.
4. Size and composition of Cadre
 1. From time to time, the Cadre may choose to create or eliminate seats for Captains or Lieutenants.
 2. When a Captaincy is eliminated, the seat remains until the resignation, removal, or incapacitation of any current Captain, who will then not be replaced.
 3. When a Lieutenancy is eliminated, the seat remains until the end of the Lieutenant's elected term of office.
 4. When additional Lieutenancies are created, the election rules will be amended to a Mixed-Member Proportional system, approved by acclamation of the Cadre.

5. When additional Captaincies are created, the Cadre may nominate and elect someone to those offices.
5. Amendments to this Charter by the Cadre
 1. The Operations Manager may make such amendments to this charter as required by law, such as to change the Registered Agent, the address of record of the Corporation, or as explicitly authorized within the Charter.
 2. Any other changes to the Charter require acclamation of the Cadre.

14 Dissolution

1. The Cadre, by acclamation, may dissolve INTER-WORLD.
2. Upon dissolution, the Operations Manager or appointee must conduct whatever business is necessary to wind up the affairs of INTER-WORLD and dispose of all assets, tangible or intangible.
3. Assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.
4. Intangible assets may be dedicated to the public domain, where permissible.

15 Authority

This Charter is accepted by the Incorporator, Bruce-Robert Fenn Pocock, and authorized. I have contacted each of the initial members of the Cadre named in this document and obtained their consent, sufficient to comply with Florida Statute (FS) 617.0205(2), and no initial organizational meeting shall be required. This Charter serves as both Articles of Incorporation and Bylaws, sufficient to comply with FS 617.0206.

Mr Bruce-Robert Fenn Pocock
Incorporator, The Corporation for Inter-World Tourism and Adventuring

Signed 11 February 2018, and effective immediately

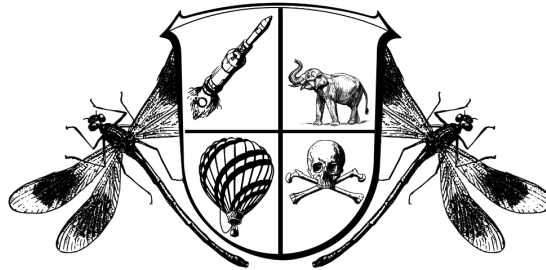
Witnessed:

(signed)

(printed)

Mr Fenn Pocock has signed this document in my presence and confirmed to me his identity to my satisfaction, today, 11 February 2018

The Corporation for Inter-World Tourism and Adventuring



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Appendix A Letter of Authority for Operations Manager

Charter of The Corporation for Inter-World Tourism and Adventuring

Corporation for Inter-World Tourism and Adventuring
PO Box 23095
Oakland Park, FL 33307-3095
United States

To Whom it May Concern:

With respect to Mr Bruce-Robert Fenn Pocock, the Operations Manager of the Corporation for Inter-World Tourism and Adventuring,

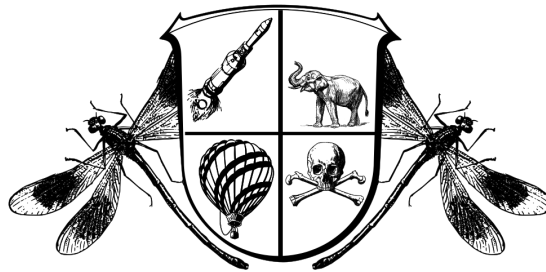
Be advised that with the full faith and credit of the Corporation for Inter-World Tourism and Adventuring (“INTER-WORLD”), the Operations Manager is given authority to enter into any contract, sign financial and legal documents, make deposits and withdrawals, access to lines of credit, and otherwise act in the name of INTER-WORLD at their will.

This office is at-will and indefinite. The position of Operations Manager is the leader of the Cadre, the chairperson of the board of Directors of INTER-WORLD, and equivalent to the position of Chief Executive Officer, President, Chief Operating Officer, and/or Treasurer of INTER-WORLD.

The Corporation for Inter-World Tourism and Adventuring is a Public Benefit Corporation organized the the State of Florida, in the United States, with corporate information at <https://ciwta.org/> available for review and validation at your leisure.

Set with our corporate seal 11 February 2018:

The Corporation for Inter-World Tourism and Adventuring



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Appendix B Letter of Authority for Chief Engineer

Charter of The Corporation for Inter-World Tourism and Adventuring

Corporation for Inter-World Tourism and Adventuring
PO Box 23095
Oakland Park, FL 33307-3095
United States

To Whom it May Concern:

With respect to Mr Bruce-Robert Fenn Pocock, the Chief Engineer of the Corporation for Inter-World Tourism and Adventuring,

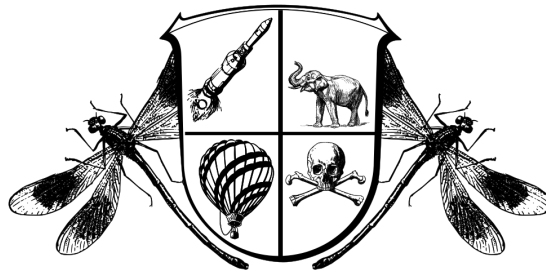
Be advised that with the full faith and credit of the Corporation for Inter-World Tourism and Adventuring (“INTER-WORLD”), the Chief Engineer is given authority to enter into any contract, sign financial and legal documents, make deposits and withdrawals, access to lines of credit, and otherwise act in the name of INTER-WORLD with broad discretion.

This office is at-will and indefinite. The position of Chief Engineer is a member of the Cadre, seated on the board of Directors of INTER-WORLD, and equivalent to the position of Chief Technology Officer, Vice-President, Operations Manager, and/or Chief Information Officer of INTER-WORLD.

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Appendix C Letters of Authority for Captains

Charter of The Corporation for Inter-World Tourism and Adventuring

Corporation for Inter-World Tourism and Adventuring
PO Box 23095
Oakland Park, FL 33307-3095
United States

To Whom it May Concern:

With respect to Ms Aline Dolan, a Captain of the Cadre of the Corporation for Inter-World Tourism and Adventuring,

Be advised that with the full faith and credit of the Corporation for Inter-World Tourism and Adventuring (“INTER-WORLD”), a Captain is given authority to review all financial or legal documents or contracts, or make deposits, in the name of INTER-WORLD with broad discretion.

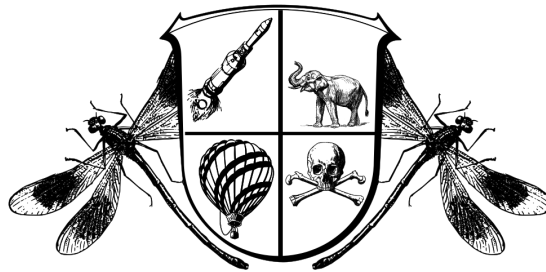
A Captain may not, however, enter into new contracts, make withdrawals or place demands upon the accounts of INTER-WORLD without further authorization by the full Cadre.

This office is at-will and indefinite. The position of a Captain is a member of the Cadre, seated on the board of Directors of INTER-WORLD, and equivalent to the position of a Vice-President of INTER-WORLD.

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Charter of The Corporation for Inter-World Tourism and Adventuring

Corporation for Inter-World Tourism and Adventuring
PO Box 23095
Oakland Park, FL 33307-3095
United States

To Whom it May Concern:

With respect to Ms Mariaelisa Greenwood, a Captain of the Cadre of the Corporation for Inter-World Tourism and Adventuring,

Be advised that with the full faith and credit of the Corporation for Inter-World Tourism and Adventuring (“INTER-WORLD”), a Captain is given authority to review all financial or legal documents or contracts, or make deposits, in the name of INTER-WORLD with broad discretion.

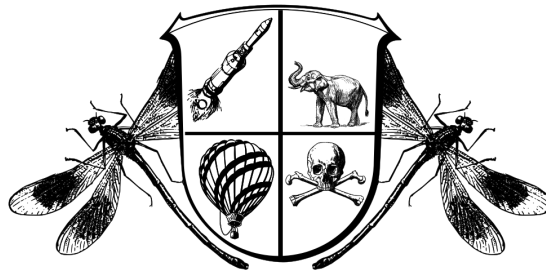
A Captain may not, however, enter into new contracts, make withdrawals or place demands upon the accounts of INTER-WORLD without further authorization by the full Cadre.

This office is at-will and indefinite. The position of a Captain is a member of the Cadre, seated on the board of Directors of INTER-WORLD, and equivalent to the position of a Vice-President of INTER-WORLD.

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Charter of The Corporation for Inter-World Tourism and Adventuring

Corporation for Inter-World Tourism and Adventuring
PO Box 23095
Oakland Park, FL 33307-3095
United States

To Whom it May Concern:

With respect to Mr Levi McCall, a Captain of the Cadre of the Corporation for Inter-World Tourism and Adventuring,

Be advised that with the full faith and credit of the Corporation for Inter-World Tourism and Adventuring (“INTER-WORLD”), a Captain is given authority to review all financial or legal documents or contracts, or make deposits, in the name of INTER-WORLD with broad discretion.

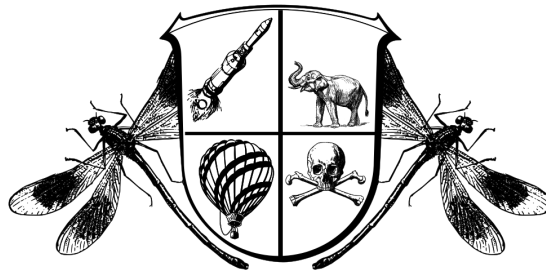
A Captain may not, however, enter into new contracts, make withdrawals or place demands upon the accounts of INTER-WORLD without further authorization by the full Cadre.

This office is at-will and indefinite. The position of a Captain is a member of the Cadre, seated on the board of Directors of INTER-WORLD, and equivalent to the position of a Vice-President of INTER-WORLD.

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