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STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF INCORPORATION
CA BENEFIT CORPORATION
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: 6473460

Date Filed: 11/25/2024

Corporation Name	FairVU
Initial Street Address of Principal Office of Corporation Principal Address	15257 ICKNIELD WAY TRUCKEE, CA 96161
Initial Mailing Address of Corporation Mailing Address Attention	15257 ICKNIELD WAY TRUCKEE, CA 96161
Agent for Service of Process California Registered Corporate Agent (1505)	MOBO REGISTERED AGENT, PC Registered Corporate 1505 Agent
Shares The total number of shares the corporation is authorized to issue is: 100,000 Does the corporation have more than one class or series of shares? No	
Purpose Statement The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code. The corporation is a benefit corporation.	
Specific Public Benefit The specific public benefit of this corporation is: The Corporation's Mission Statement and overarching specific public benefit is: To unite an ever-growing virtual population through meaningful connections, support artists by providing multiple revenue streams, and inspire communities with sincere virtual experiences.	
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Electronic Signature <input checked="" type="checkbox"/> By checking this box, I acknowledge that I am electronically signing this document as the incorporator of the Corporation and that all information is true and correct. Audren Tawaji Incorporator Signature 11/25/2024 Date	

ADDITIONAL ARTICLES TO THE
ARTICLES OF INCORPORATION OF FAIRVU, INC.

A. **Specific Benefit Purposes.** The Corporation shall also have the following specific benefit purposes pursuant to Section 14610 of the California Corporations Code:

1. **Meaningful Connections:** As prescribed in this Corporation's Mission Statement, the Corporation shall aspire to unite its population by creating meaningful connections through:
 - i. implementing feed algorithms that are sincere in purpose and specifically align with the user's interests and values; and
 - ii. fostering healthy discussions and shared experiences through innovative services
2. **Artist Empowerment:** As prescribed in this Corporation's Mission Statement, this Corporation will support artists by offering the freedom to control how their music and intellectual property are sold and distributed while creating several flexible revenue streams.
3. **Community Engagement:** As prescribed in this Corporation's Mission Statement, this Corporation will strive to inspire user communities by:
 - i. maintaining a vibrant, diverse, and inclusive virtual platform;
 - ii. promoting creative expression and innovation, especially that from underserved communities and emerging artists; and
 - iii. sponsoring virtual and in-person initiatives that seek to improve and empower users' communities.
4. **Privacy & Security:** This Corporation shall endeavor to keep the information of its users confidential and their content secure by:
 - i. maintaining a business model that does not sell or trade user data to third parties;
 - ii. continuing to advance the technologies needed to combat content piracy;
 - iii. implementing the appropriate technologies to assist in large-scale content moderation; and
 - iv. properly vetting new user accounts and investigating potential abuses within the platform.
5. **Supportive Work Environment:** This Corporation will strive to provide a supportive and healthy working environment, including policies to ensure quality

healthcare, financial investment opportunities, and a healthy work/life balance.

6. **1% to the Environment:** This corporation shall contribute one-percent (1%) of its annual gross income to charitable non-profit organizations that support environmental conservation and sustainability.

B. **Enforcement Actions.** No benefit enforcement proceeding may be commenced or maintained other than directly by the Corporation or derivatively by:

- i. a shareholder of the Corporation;
- ii. a director of the Corporation; or
- iii. a person or group of persons that owns five percent (5%) or more of an entity of which the Corporation is a subsidiary.

C. **Issuance.** The Corporation is authorized to issue only one class of shares of stock and the total number of shares which this Corporation is authorized to issue is one hundred thousand (100,000).

D. **Protective Provisions.** This Corporation shall not without first obtaining the approval of (by vote or written consent as provided by law) of the holder of one hundred percent (100%) of the outstanding shares of capital stock of the Corporation:

- i. Amend, alter or repeal any provisions of the Articles of Incorporation of this Corporation if such action would amend, modify, or delete the Mission Statement set forth herein, any of the Mission Statement purposes of this Corporation set forth herein, and/or any of the Protective Provisions set forth herein;
- ii. Authorize the merger, corporate reorganization, acquisition or sale of all or substantially all of the assets of the Corporation, unless the successor or acquiring entity is a California benefit corporation whose articles of incorporation include (i) the identical specific benefit purposes of this Corporation set forth herein; as well as (ii) the identical Protective Provisions set forth herein;
- iii. Directly or indirectly redeem, purchase or otherwise acquire any shares of capital stock of this Corporation;
- iv. Authorize an underwritten public offering of common stock pursuant to a registration statement under the Securities Act or any successor thereto.

E. **Redemption.** No shares of capital stock of this Corporation shall be redeemable.

F. **Right of First Refusal.** Before there can be a valid sale or transfer of any of the shares of this Corporation by any holder thereof, such holder shall first offer said shares to this Corporation and then to the other holders of the common shares in the following manner:

1. The offering shareholder shall deliver a notice in writing by mail or otherwise to the Secretary of this Corporation stating the price, terms and conditions of such proposed sale or transfer, the number of shares to be sold or transferred, and his intention to so sell or transfer such shares. Within thirty (30) days thereafter, this Corporation shall, subject to any limitations imposed by these Articles of incorporation or by law, have the prior right to purchase such shares so offered at the price and on the terms and conditions stated in the notice, provided, however, that this Corporation shall not at any time be permitted to purchase all of its outstanding voting shares. Should this Corporation fail to purchase the shares at the expiration of the thirty (30) day period, or prior thereto decline to purchase the shares, the Secretary of this Corporation shall, within five (5) days thereafter, mail or deliver to each of the other shareholders of record a copy of the notice given by the shareholder to the Secretary. Such notice may be delivered to the shareholders personally, or may be mailed to them at their last known address as such address may appear on the books of this Corporation. Within twenty (20) days after the mailing or delivering of the copies of the notice to the shareholders, any such shareholder or shareholders desiring to acquire any part or all of the shares referred to in the notice shall deliver by mail, or otherwise, to the Secretary of this Corporation a written offer or offers, expressed to be acceptable immediately, to purchase a specified number of such shares at the price and on the terms stated in the notice. Each such offer shall be accompanied by the purchase price therefor with authorization to pay such price against delivery of the shares.

2 If the total number of shares specified in the offers to purchase exceeds the number of shares to be sold or transferred, each offering shareholder shall be entitled to purchase such proportion of such shares as the number of shares of this Corporation which he holds bears to the total number of shares held by all the shareholders desiring to purchase the shares.

3. If all the shares to be sold or transferred are not disposed of under such apportionment, each shareholder desiring to purchase shares in a number in excess of his proportionate share, as provided above, shall be entitled to purchase such proportion of those shares which remain thus undisposed of, as the total number of shares which he holds bears to the total number of shares held by all of the shareholders desiring to purchase shares in-excess of those to which they are entitled under such apportionment.

4. If within said twenty (20) day period, the offer or offers to purchase aggregate less than the number of shares to be sold or transferred, the shareholder desiring to sell or transfer such shares shall not be obligated to accept any such offer or offers and may dispose of all of the shares referred to in his notice to any person or persons whomsoever, provided, however, that he shall not sell or transfer such shares at a lower price or on terms more favorable to the purchaser or transferee than those specified in his notice to the Secretary of this Corporation.

G. **Limitation of Liability.** The personal liability of the directors of this Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law, as the same exists when these Articles become effective and to such greater extent as California law may thereafter permit.

H. **Indemnity.** This Corporation is authorized to indemnify any agent (as hereinafter defined) to the maximum and broadest extent permitted by California law, as the same exists when these Articles become effective and to such greater extent as California law may thereafter permit, if and to the extent such agent becomes entitled to indemnification by bylaw, agreement, vote of shareholders or disinterested directors or otherwise. This authorization includes, without limitation, the authority to indemnify any agent in excess of that otherwise expressly permitted by Section 317 of the California Corporations Code as to action in an official capacity and as to action in another capacity while holding such office for breach of duty to this Corporation and its shareholders; provided, however, that this Corporation is not authorized to indemnify any agent for any acts or omissions from which a director may not be relieved of liability as set forth in the exceptions to paragraph (10) of Section 204(a) of the California Corporations Code or as to circumstances in which indemnity is expressly prohibited by Section 317 of the California Corporations Code. When used herein, "agent" shall have the meaning assigned to this term in Section 317 of the California Corporations Code. Each reference herein to a provision of the California Corporations Code shall mean that provision when these Articles become effective and as the same may be amended thereafter from time to time.