

DRAFT — NOT FOR FILING WITHOUT COUNSEL REVIEW

This is a working draft that **consolidates the two prior Certificate of Incorporation drafts** (“Draft A” — Corporate_Documents/01_Formation/Certificate_of_Incorporation_Zion_PB C.md; and “Draft B” — Zion_PBC_Corporate_Setup/01_Formation/01_Certificate_of_Incorporation .md) into a single **Amended and Restated Certificate of Incorporation**. It is prepared for the founder and Delaware corporate counsel. It is **not legal advice** and must not be filed with the Delaware Secretary of State until reviewed, customized, and approved by qualified counsel. Bracketed [VARIABLES] must be resolved before filing. See the Consolidation & Counsel Notes at the end of this document for the decisions made in merging the two drafts.

Sequencing. This Amended and Restated Certificate is the *full charter* intended to be filed at or before the closing of the Corporation’s first preferred-stock financing. It assumes the **original Certificate of Incorporation was filed in Delaware on May 22, 2026**, and that a separate, short-form initial certificate (edited by the founder) is or will be on file. This document does not replace that initial filing; it amends and restates it.

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

ZION DATUM PUBLIC BENEFIT CORPORATION

A Public Benefit Corporation organized under Subchapter XV of the General Corporation Law of the State of Delaware

ZION DATUM PUBLIC BENEFIT CORPORATION, a public benefit corporation organized and existing under the General Corporation Law of the State of Delaware (the “**DGCL**”), **DOES HEREBY CERTIFY:**

A. The name of the corporation is **Zion Datum Public Benefit Corporation** (the “**Corporation**”). The Corporation was originally incorporated under that same name, and the original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on **May 22, 2026**.

B. This Amended and Restated Certificate of Incorporation (this “**Certificate**”) amends, restates, and integrates the provisions of the Corporation’s Certificate of Incorporation in its entirety, and

was duly adopted by the Board of Directors and by the stockholders of the Corporation in accordance with Sections 242, 245, and 228 of the DGCL.

C. The text of the Certificate of Incorporation of the Corporation is hereby amended and restated in its entirety to read as follows:

ARTICLE I — NAME

The name of the Corporation is **Zion Datum Public Benefit Corporation**.

ARTICLE II — REGISTERED OFFICE AND AGENT

The address of the registered office of the Corporation in the State of Delaware is [REGISTERED AGENT STREET ADDRESS], in the City of [CITY], County of [COUNTY], Zip Code [ZIP]. The name of the registered agent of the Corporation at that address is [REGISTERED AGENT NAME].

ARTICLE III — PURPOSE AND PUBLIC BENEFIT CORPORATION STATUS

Section 3.1 — General Purpose

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

Section 3.2 — Public Benefit Corporation Status

The Corporation is, and shall continue to be, a “**public benefit corporation**” within the meaning of Subchapter XV of the DGCL. As required by 8 Del. C. § 362, the Corporation shall be managed in a manner that balances (a) the pecuniary interests of its stockholders, (b) the best interests of those materially affected by the Corporation’s conduct, and (c) the specific public benefit purpose identified in Article IV.

ARTICLE IV — SPECIFIC PUBLIC BENEFIT PURPOSE AND CHARTER COMMITMENTS

Section 4.1 — Specific Public Benefit Purpose

The specific public benefit purpose of the Corporation, within the meaning of 8 Del. C. § 362, is to give individuals durable, trustworthy, and portable control over the health, behavioral-health, social-services, and workforce data that affect their lives, and to extend those tools — and the services made discoverable through them — to populations that the existing benefits, identity, and credentialing systems were not designed to serve, including the approximately fifty-six million households in the United States living below the cost of basic survival in their county as measured by the United Way ALICE Threshold methodology. In furtherance of that purpose, the Corporation shall build and operate consumer-facing software (including, without limitation, the applications currently known as “LP Account” and “Zion’s OutPost”), the identity, consent, and audit infrastructure that supports such software, and the community-partner ecosystem that surrounds it, and shall advance interoperability, portability, and consented data sharing across

health, behavioral-health, social-services, workforce, and government systems using and helping to advance open standards.

Section 4.2 — Charter Commitments

In furtherance of, and as material and inseparable components of, the specific public benefit purpose set forth in Section 4.1, the Corporation hereby establishes the following five charter-level commitments (the “**Charter Commitments**”). The Charter Commitments are binding on the Board of Directors, the officers, and the stockholders of the Corporation to the same extent and with the same effect as the specific public benefit purpose itself. The Corporation shall not amend, modify, repeal, or limit the effect of this Article IV except as expressly permitted by Article X.

(a) Consumer-Controlled Records

The data that an individual generates, receives, or causes to be recorded in connection with the Corporation’s products is controlled by that individual. The Corporation acts as a custodian on behalf of the individual and not as the owner of that data. Any agency, managed-care organization, employer, payor, platform, or other counterparty that receives an individual’s data is a recipient of consented data and not a custodian of it. The Corporation shall design, build, and maintain its products consistent with this commitment.

(b) Anti-Surveillance Architecture

The Corporation shall not (i) sell, license, broker, or otherwise transfer to data brokers or other third parties, for monetization purposes, any data generated by, derived from, or describing the conduct of any individual user of the Corporation’s products; (ii) monetize the Corporation’s products or services through advertising that is targeted based on user behavior, attributes, or content; or (iii) perform, or permit any third party to perform, behavioral profiling of individuals for purposes outside the consent boundaries each individual has set. The Corporation shall maintain a user-visible audit log, available to each individual at all times, as a product feature recording every access to that individual’s records.

(c) No Core Paywall Pledge

The Corporation shall not condition access to any Core Feature upon any payment by the user, by the user’s household, or by any third party on the user’s behalf. “**Core Feature**” means each of the following, as the same may be enhanced (but not narrowed) over time: (i) the LP Account record itself, including all consent controls over that record; (ii) all four tier capabilities of the LP Account product as described in the Corporation’s then-current product documentation; (iii) the workforce-and-employment suite of the Corporation; and (iv) basic participation in Zion’s OutPost. The Corporation may develop paid offerings for enterprise customers (including agencies, managed-care organizations, and employers) and premium individual features, provided that no such offering constrains, degrades, or narrows the no-cost Core Features. The definition of Core Feature, and any change to it, is governed by the No Core Paywall Pledge adopted by the Board of Directors and incorporated herein by reference.

(d) Trust Advisory Board with Veto Rights

The Corporation shall maintain a Trust Advisory Board consisting of three (3) to five (5) members (the “**Trust Advisory Board**” or “**TAB**”), appointed under the procedures set forth in the Bylaws and the Trust Advisory Board Charter. The Trust Advisory Board shall have the right to veto, by a majority of its then-serving members, any action of the Board of Directors, an officer, or the stockholders that would constitute an Enumerated Decision. An “**Enumerated Decision**” is each of the following: (i) any amendment to, or modification of, this Certificate; (ii) any change to the Corporation’s products or services that the Trust Advisory Board determines, by majority vote, would materially impair the specific public benefit purpose set forth in Section 4.1 or any Charter Commitment; (iii) the acceptance of any offer — or the execution of any term sheet, letter of intent, or definitive agreement contemplating such an offer — to acquire all or substantially all of the assets, equity, or voting power of the Corporation, or any merger, consolidation, share exchange, or other change-of-control transaction; (iv) any change in the registered state, domicile, or corporate form of the Corporation; and (v) any change to a written policy of the Corporation that, in the Trust Advisory Board’s reasonable judgment, materially affects the Charter Commitments or the Corporation’s data-handling practices. The Trust Advisory Board’s veto of an Enumerated Decision is overridable only by both (A) the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the outstanding shares of capital stock entitled to vote thereon, voting together as a single class, and (B) the affirmative written consent of the Mission Trust. The composition, selection, term, removal, compensation, and operating procedures of the Trust Advisory Board are governed by the Trust Advisory Board Charter, which is incorporated herein by reference and which is itself a charter-level commitment of the Corporation.

(e) Mission Trust

The Corporation has established, or shall promptly cause to be established, a perpetual non-charitable purpose trust (the “**Mission Trust**”) under 12 Del. C. § 3556, with a stated trust purpose substantially equivalent to the specific public benefit purpose set forth in Section 4.1 and the Charter Commitments set forth in this Article IV. By no later than the closing of the Corporation’s first preferred-stock financing, the Mission Trust shall hold not less than three percent (3.0%) and not more than five percent (5.0%) of the fully-diluted equity of the Corporation, initially in shares of Class A Common Stock as defined in Article V. The Mission Trust may also from time to time hold shares of Class B Common Stock that pass to it pursuant to Section 5.6 (Founder Death or Disability — Mission Trust Succession), and any such Class B Common Stock so held shall remain Class B Common Stock subject to Article V. The Mission Trust shall hold those shares (and any additional shares hereafter issued or transferred to it) for the perpetual purpose of advancing (i) operating support for the Corporation’s Local Partner network, (ii) philanthropic grants to organizations advancing consumer-data, identity, credentialing, and access objectives consistent with the Corporation’s mission, and (iii) community-controlled research. Any proceeds received by the Mission Trust on the sale, redemption, or distribution of its shares shall be applied by the Mission Trust solely to purposes consistent with the specific public benefit purpose set forth in Section 4.1. The Mission Trust is governed by the Mission Trust Agreement, which is incorporated herein by reference. The Mission Trust Agreement may be amended only with (A) the affirmative consent of the Trust Advisory Board, (B) the affirmative consent of a majority of the trustees of the Mission Trust,

and (C) the affirmative consent of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the outstanding shares of capital stock entitled to vote.

Section 4.3 — Director Duties

In discharging the duties of their respective positions, and in considering the best interests of the Corporation, the directors of the Corporation shall, as required by 8 Del. C. § 365, manage or direct the business and affairs of the Corporation in a manner that balances (a) the pecuniary interests of the stockholders; (b) the best interests of those materially affected by the Corporation's conduct, including, without limitation, the individuals whose data is held by the Corporation, the Local Partners and partner institutions engaged with the Corporation, and the populations described in Section 4.1; and (c) the specific public benefit purpose set forth in Section 4.1 and the Charter Commitments set forth in Section 4.2. A director who makes an informed and disinterested decision, and whose decision is not one that no person of ordinary, sound judgment would approve, shall be deemed to satisfy that director's fiduciary duties to the stockholders and the Corporation, as provided by 8 Del. C. § 365(b). No director shall have any duty to any person on account of any interest of such person in the specific public benefit purpose, and no director shall be liable to the Corporation, to any stockholder, or to any other person for any decision taken in good-faith reliance on the balancing of interests required by this Article IV.

Section 4.4 — Public Benefit Reporting

The Corporation shall provide to its stockholders, no less frequently than **annually**, a statement as to the Corporation's promotion of the specific public benefit purpose set forth in Section 4.1 and of the best interests of those materially affected by the Corporation's conduct, addressing the matters required by 8 Del. C. § 366. The Corporation shall also make that statement publicly available, no less frequently than annually, in a manner accessible to the populations described in Section 4.1. (The Corporation's annual reporting commitment exceeds the biennial minimum permitted by 8 Del. C. § 366.)

Section 4.5 — Reaffirmation at Each Financing

At and prior to the closing of each preferred-stock financing of the Corporation, the Corporation shall require each new investor to acknowledge, in writing, the Charter Commitments set forth in this Article IV and the existence and rights of the Trust Advisory Board and the Mission Trust.

ARTICLE V — CAPITAL STOCK

Section 5.1 — Authorized Capital

The total number of shares of all classes of stock that the Corporation is authorized to issue is **twenty million (20,000,000)** shares, consisting of:

- (a) **fifteen million (15,000,000)** shares of Common Stock, par value **\$0.00001** per share (the "**Common Stock**"), of which:
- (b) **twelve million (12,000,000)** shares are designated "**Class A Common Stock**" (the "**Class A Common Stock**"); and

- (ii) **three million (3,000,000)** shares are designated “**Class B Common Stock**” (the “**Class B Common Stock**”); and
- (b) **five million (5,000,000)** shares of Preferred Stock, par value **\$0.00001** per share (the “**Preferred Stock**”), issuable from time to time in one or more series.

The Class A Common Stock and the Class B Common Stock are collectively referred to as the “**Common Stock**.”

Section 5.2 — Common Stock — Identical Rights, Except as Set Forth in This Article

Except as expressly set forth in this Article V, the Class A Common Stock and the Class B Common Stock shall be identical in all respects and shall entitle the holders thereof to the same rights, preferences, and privileges. Without limiting the generality of the foregoing:

- (a) **Dividends.** Subject to the rights of any series of Preferred Stock then outstanding, the holders of Class A Common Stock and the holders of Class B Common Stock are entitled to receive ratably such dividends as may be declared by the Board of Directors out of funds legally available therefor. Any cash or in-kind dividend declared on the Common Stock shall be declared in equal per-share amounts on each outstanding share of Class A Common Stock and Class B Common Stock; provided that the Board of Directors may declare a stock dividend payable in shares of Class A Common Stock on shares of Class A Common Stock, and a stock dividend of equivalent per-share value payable in shares of Class B Common Stock on shares of Class B Common Stock.
- (b) **Liquidation.** Upon any liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary, after the payment of the Corporation’s liabilities and the payment of any liquidation preference of any series of Preferred Stock then outstanding, the remaining assets of the Corporation shall be distributed ratably among the holders of the Class A Common Stock and the Class B Common Stock, on an equal per-share basis.
- (c) **Treatment in Change-of-Control Transactions.** In any merger, consolidation, share exchange, or other transaction in which the Class A Common Stock is converted into or exchanged for cash, securities, or other property, each share of Class B Common Stock shall be converted into or exchanged for cash, securities, or other property of equal per-share value to that received by each share of Class A Common Stock, without regard to the differing voting power of the two classes; provided that the Class B Common Stock may receive securities carrying the same proportional voting power to the issuer that the Class B Common Stock carried in the Corporation immediately prior to such transaction, if and only if so determined by the Board of Directors with the affirmative consent of the Trust Advisory Board.

Section 5.3 — Voting Rights

- (a) **Class A Common Stock.** Each holder of Class A Common Stock, as such, shall be entitled to **one (1) vote** for each share of Class A Common Stock held of record on the applicable record date on all matters submitted to a vote of the holders of capital stock of the Corporation, voting together with the holders of Class B Common Stock as a single class except where the DGCL or this Certificate requires a separate class vote.

- (b) **Class B Common Stock.** Each holder of Class B Common Stock, as such, shall be entitled to **ten (10) votes** for each share of Class B Common Stock held of record on the applicable record date on all matters submitted to a vote of the holders of capital stock of the Corporation, voting together with the holders of Class A Common Stock as a single class except where the DGCL or this Certificate requires a separate class vote.
- (c) **Cumulative Voting.** Cumulative voting is not authorized.
- (d) **Calculation of Voting Thresholds.** Where this Certificate or the Bylaws set a percentage threshold of stockholder approval, that threshold shall be computed as a percentage of the aggregate voting power of the outstanding shares of capital stock entitled to vote on the matter, taking into account the differing votes-per-share of Class A and Class B Common Stock as set forth in this Section 5.3.

Section 5.4 — Voluntary Conversion of Class B Common Stock

Each share of Class B Common Stock is convertible at any time, at the option of the holder, into one (1) fully-paid and non-assessable share of Class A Common Stock, upon written notice to the Corporation in such form as the Corporation may reasonably require.

Section 5.5 — Mandatory Conversion of Class B Common Stock

Each share of Class B Common Stock shall be automatically converted, without further action by the Corporation or the holder, into one (1) fully-paid and non-assessable share of Class A Common Stock upon the occurrence of any of the following events (each, a “**Conversion Event**”):

- (a) **Non-Permitted Transfer.** Any sale, assignment, gift, pledge, hypothecation, or other transfer (whether voluntary, involuntary, by operation of law, or otherwise), or any transfer of beneficial ownership without a transfer of record ownership, of such share to any person or entity that is not a Permitted Holder (as defined in Section 5.7).
- (b) **Cessation Without Trust Succession.** With respect to all Class B Common Stock then held by any member of the Founder Group (as defined in Section 5.7): the Founder ceases to serve as both a director and an officer of the Corporation, for any reason other than death or Disability (which are governed by Section 5.6), for a continuous period of three hundred and sixty-five (365) days, and the Founder has not, prior to the expiration of such period, transferred such Class B Common Stock to the Mission Trust or delivered to the Corporation an irrevocable written undertaking to so transfer.
- (c) **De Minimis Holding.** With respect to all Class B Common Stock then outstanding: the aggregate number of shares of Class B Common Stock then outstanding represents less than two percent (2%) of the total number of shares of Common Stock then outstanding (calculated on a fully-diluted basis assuming the conversion of all then-outstanding convertible securities and the exercise of all then-outstanding options and warrants).
- (d) **Trust Failure.** With respect to all Class B Common Stock then held by the Mission Trust: the Mission Trust ceases to exist, ceases to qualify as a perpetual non-charitable purpose trust under 12 Del. C. § 3556 (or any successor statute), or otherwise ceases to operate

substantially in furtherance of the trust purposes set forth in the Mission Trust Agreement, in each case as determined in good faith by the affirmative vote of a majority of the then-serving members of the Trust Advisory Board.

- (e) **Holder Election.** The affirmative vote of the holders of a majority of the outstanding shares of Class B Common Stock to convert all then-outstanding shares of Class B Common Stock into Class A Common Stock.

Section 5.6 — Founder Death or Disability — Mission Trust Succession

- (a) **Trust Succession.** Upon the death of the Founder, or upon the determination of the Founder's permanent and total Disability, all shares of Class B Common Stock then held by any member of the Founder Group shall, by operation of this Section 5.6 and without any further action by the Corporation or the holder, automatically transfer to the Mission Trust as of the date of such death or as of the one hundred eightieth (180th) day following the determination of Disability (the "**Trust Succession Date**"), and such shares shall remain shares of Class B Common Stock in the hands of the Mission Trust; provided that:
 - (b) the Founder's estate (in the case of death) or the Founder personally (in the case of Disability), or such alternate Permitted Holder as the Founder may have designated under Section 5.6(c), shall receive, in exchange for such shares, a number of shares of Class A Common Stock equal to the number of shares of Class B Common Stock so transferred to the Mission Trust, such Class A Common Stock to be issued by the Corporation contemporaneously with the Trust Succession (the "**Economic Equivalent**"). For the avoidance of doubt, the Economic Equivalent preserves the economic interest of the Founder's estate or designated recipient and decouples the voting interest, which passes to the Mission Trust;
 - (ii) the Class B Common Stock so transferred shall thereafter be held by the Mission Trust subject to the conversion triggers set forth in Section 5.5 (including, without limitation, Section 5.5(d)) and to the Mission Trust Agreement; and
 - (iii) the rights and obligations of the Mission Trust with respect to such shares shall be set forth in the Mission Trust Agreement and shall be exercised by the trustees of the Mission Trust in accordance with that Agreement and with the Trust Advisory Board's oversight rights under Article IV.
- (b) **Definition of Disability.** "**Disability**" means the Founder's permanent and total inability, by reason of physical or mental impairment of any nature, to perform the customary duties of the Chief Executive Officer (or such other senior officer position as the Founder then holds) of the Corporation for a continuous period of three hundred sixty-five (365) days, as determined by (i) the affirmative vote of a majority of the Board of Directors (excluding the Founder, if then serving on the Board) and (ii) the affirmative written consent of the Trust Advisory Board, in each case after receipt of medical evidence the Board and the Trust Advisory Board determine to be appropriate.
- (c) **Designation of Estate Recipient.** The Founder may, by written instrument signed and delivered to the Corporation prior to the Trust Succession Date (and updated from time to time), designate one or more Permitted Holders to receive the Economic Equivalent that

would otherwise pass under Section 5.6(a)(i). The voting Class B Common Stock itself shall in all events transfer to the Mission Trust on the Trust Succession Date and shall not be subject to any such designation.

Section 5.7 — Permitted Holders; Founder; Founder Group

- (a) **“Permitted Holder”** means each of the following:
 - (b) the Founder;
 - (ii) the Founder’s spouse, child, stepchild, or grandchild;
 - (iii) any revocable inter vivos trust, family limited partnership, family limited liability company, or similar estate-planning entity, in each case of which the Founder (during the Founder’s lifetime) is the sole settlor, sole trustee (in the case of a trust), or sole manager (in the case of a partnership or limited liability company), and the beneficial ownership of which is held solely for the benefit of one or more of the persons described in clauses (i) and (ii) of this Section 5.7(a);
 - (iv) any entity wholly owned and controlled by the Founder;
 - (v) the Mission Trust; and
 - (vi) any other transferee approved in advance and in writing by both (A) the Board of Directors, by majority vote, and (B) the Trust Advisory Board, by majority of its then-serving members.
- (b) **“Founder”** means **Dimitri McDaniel**.
- (c) **“Founder Group”** means the Founder, together with each Permitted Holder (other than the Mission Trust) that holds shares of Class B Common Stock from time to time.

Section 5.8 — Procedural Matters; Reservation; Restrictive Legend

- (a) **Reservation of Class A Common Stock.** The Corporation shall at all times reserve and keep available, free from preemptive rights, a number of authorized but unissued shares of Class A Common Stock sufficient to effect the conversion of all then-outstanding shares of Class B Common Stock pursuant to Sections 5.4, 5.5, and 5.6, and the issuance of the Economic Equivalent under Section 5.6(a)(i).
- (b) **Effect of Conversion or Trust Succession.** A conversion under Sections 5.4 or 5.5, or a Trust Succession under Section 5.6, shall be effective as of the time the relevant Conversion Event occurs or the Trust Succession Date is reached, regardless of any administrative delay in updating the Corporation’s stock records. Each certificate or book-entry notation representing converted or transferred shares shall thereafter be deemed to represent the resulting shares, and the Corporation shall promptly issue replacement certificates or update book-entry records to reflect the change.
- (c) **Restrictive Legend.** Each certificate (or book-entry notation) representing shares of Class B Common Stock shall bear a legend, in a form approved by the Board of Directors, referring to the conversion provisions of Sections 5.4 through 5.6 and to the transfer restrictions of Section 5.7.

- (d) **No Issuance Beyond Article V.** No additional shares of Class B Common Stock shall be issued by the Corporation after the original issuance of Class B Common Stock to the Founder and any related estate-planning Permitted Holders, except for stock splits, stock dividends, or recapitalizations affecting the Class B Common Stock as a class.

Section 5.9 — Preferred Stock

The Board of Directors is expressly authorized, subject to the limitations prescribed by the DGCL, the Charter Commitments set forth in Article IV, and the provisions of this Certificate, to provide for the issuance of shares of Preferred Stock in one or more series, and, by filing a certificate of designation pursuant to the DGCL, to establish from time to time the number of shares to be included in each such series and to fix the designations, powers, preferences, voting powers, and relative, participating, optional, conversion, redemption, dividend, liquidation, or other rights of the shares of each such series, and the qualifications, limitations, or restrictions thereof.

Section 5.10 — Mission Trust Holding

The shares of Common Stock (whether Class A Common Stock or Class B Common Stock) held from time to time by the Mission Trust shall be subject to Section 4.2(e) of this Certificate and to the Mission Trust Agreement incorporated therein by reference. For the avoidance of doubt, the Mission Trust may hold both Class A Common Stock (including the initial mission stake described in Section 4.2(e)) and Class B Common Stock (including any shares transferred to the Mission Trust under Section 5.6).

ARTICLE VI — BOARD OF DIRECTORS

Section 6.1 — Number and Election

The number of directors that constitutes the whole Board of Directors shall be fixed from time to time by resolution of the Board of Directors in the manner provided in the Bylaws, but shall not be fewer than one (1).

Section 6.2 — Term

Each director shall hold office until the next annual meeting of stockholders and until that director's successor is elected and qualified, or until that director's earlier death, resignation, or removal.

Section 6.3 — Removal

Subject to the rights of any series of Preferred Stock then outstanding, any director, or the entire Board of Directors, may be removed, with or without cause, by the affirmative vote of the holders of at least a majority of the outstanding shares of capital stock then entitled to vote at an election of directors, voting together as a single class.

Section 6.4 — Vacancies

Subject to the rights of any series of Preferred Stock then outstanding, any vacancy on the Board of Directors, and any newly created directorship resulting from an increase in the number of

directors, may be filled solely by the affirmative vote of a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

Section 6.5 — Board Action on Enumerated Decisions

Notwithstanding any other provision of this Certificate or the Bylaws, no action of the Board of Directors, an officer, or the stockholders with respect to any Enumerated Decision (as defined in Section 4.2(d)) shall be valid or effective unless and until the Trust Advisory Board has either declined to exercise, or failed timely to exercise, its veto, or any such veto has been overridden in accordance with Section 4.2(d). Any purported action with respect to an Enumerated Decision taken in violation of this Section 6.5 shall be void *ab initio*.

ARTICLE VII — LIMITATION OF LIABILITY AND INDEMNIFICATION

Section 7.1 — Limitation of Director Liability

To the fullest extent permitted by the DGCL, including without limitation Section 102(b)(7) thereof, as it exists or may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Without limiting the foregoing, no director shall be liable to the Corporation, to any stockholder, or to any other person on account of any interest in the specific public benefit purpose set forth in Section 4.1 in connection with any decision that balances the matters set forth in 8 Del. C. § 365(a). Any amendment, repeal, or modification of this Section 7.1 shall be prospective only and shall not adversely affect any right or protection of a director existing at the time of such amendment, repeal, or modification.

Section 7.2 — Indemnification

The Corporation shall, to the maximum extent permitted by the DGCL, indemnify each of its directors and officers, and may indemnify its other employees and agents, against all expenses (including attorneys' fees), judgments, fines, ERISA excise taxes, and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, or investigative) arising by reason of the fact that such person is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the Corporation's request in such a capacity for another enterprise.

Section 7.3 — Advancement of Expenses

The Corporation shall, to the maximum extent permitted by the DGCL, pay the expenses (including attorneys' fees) incurred by a director or officer in defending any such proceeding in advance of its final disposition, upon receipt of an undertaking by or on behalf of such person to repay all amounts so advanced if it is ultimately determined that such person is not entitled to be indemnified.

ARTICLE VIII — STOCKHOLDER ACTION

Section 8.1 — Action by Written Consent

Until the Corporation first becomes a corporation with a class of equity securities listed on a national securities exchange or regularly traded in a market maintained by one or more members of a national or affiliated securities association (a “**publicly traded corporation**”), any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice, and without a vote, by the written consent of stockholders having not fewer than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. From and after the date the Corporation becomes a publicly traded corporation, any action required or permitted to be taken by the stockholders may be effected only at a duly called annual or special meeting and may not be effected by written consent.

Section 8.2 — Special Meetings

Special meetings of stockholders may be called only by (a) the Board of Directors, (b) the Chairperson of the Board of Directors, (c) the Chief Executive Officer, or (d) the holders of not fewer than ten percent (10%) of the outstanding shares of capital stock entitled to vote at such meeting.

ARTICLE IX — BYLAWS

The Board of Directors is expressly authorized to make, alter, amend, or repeal the Bylaws of the Corporation. The stockholders may also make, alter, amend, or repeal the Bylaws; provided that any adoption, amendment, or repeal of the Bylaws by the stockholders that touches any Charter Commitment shall require both (a) the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the outstanding shares of capital stock entitled to vote, and (b) the affirmative written consent of the Trust Advisory Board. All Bylaws are subject to the Trust Advisory Board’s veto rights set forth in Article IV.

ARTICLE X — AMENDMENT OF THIS CERTIFICATE

Section 10.1 — General Amendment

Except as set forth in Section 10.2, the Corporation reserves the right to amend, alter, change, or repeal any provision contained in this Certificate in the manner prescribed by the DGCL, and all rights conferred upon stockholders herein are granted subject to this reservation.

Section 10.2 — Heightened Requirements for Mission-Lock Provisions

Notwithstanding Section 10.1 or any other provision of this Certificate, no amendment, alteration, repeal, or modification (each, an “**Amendment**”) of any of the following — (a) Article III, Section 3.2; (b) Article IV in whole or in part, including any Charter Commitment; (c) Article VI, Section 6.5; (d) Article IX, to the extent the Amendment touches any Charter Commitment; (e) this Section 10.2; (f) the Trust Advisory Board Charter incorporated by reference in Article IV; or (g) the Mission Trust Agreement incorporated by reference in Article IV — shall be valid or effective unless all four of the following are satisfied:

- (i) the Amendment is approved by the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the outstanding shares of capital stock entitled to vote, voting together as a single class;
- (ii) the Amendment is approved by the affirmative written consent of the Trust Advisory Board, by a majority of its then-serving members;
- (iii) the Amendment is approved by the affirmative written consent of the Mission Trust; and
- (iv) at least ninety (90) days have elapsed between (A) the date the proposed Amendment is first transmitted to all stockholders, all members of the Trust Advisory Board, and the trustees of the Mission Trust, and (B) the date the stockholder vote on the Amendment is taken.

Any purported Amendment of a provision described in this Section 10.2 that is taken without satisfaction of all of the foregoing requirements shall be void *ab initio*.

ARTICLE XI — EFFECTIVE DATE

This Amended and Restated Certificate of Incorporation shall become effective upon its filing with the Secretary of State of the State of Delaware.

ARTICLE XII — SEVERABILITY

If any provision (or part of any provision) of this Certificate is found by a court of competent jurisdiction to be invalid or unenforceable, that finding shall not affect the validity or enforceability of any other provision (or part of any provision), each of which shall remain in full force and effect.

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be executed by a duly authorized officer on the date set forth below.

[DIMITRI McDANIEL], [Chief Executive Officer] Zion Datum Public Benefit Corporation

Date: [A&R FILING DATE]

CONSOLIDATION & COUNSEL NOTES

Not part of the filed Certificate. Strip before filing. These notes record the decisions made in merging Draft A and Draft B, and the open items for Delaware corporate counsel.

A. What this document is

This Amended and Restated Certificate consolidates the two prior drafts into a single full charter. The structural base is **Draft A** (Roman-numeral articles, blank-check Preferred Stock, the dedicated Charter Commitments article); the cleaner **Common Stock rights section, the §**

365(b) director-duty safe harbor, the § 366 reporting provision, the board-action/veto interlock, and the heightened amendment ratchet are drawn from **Draft B**.

B. Consolidation decisions made

1. **Capital structure.** Authorized capital set at **15,000,000 Common + 5,000,000 Preferred = 20,000,000 total**, all at **\$0.00001 par value**, per the founder’s instruction. Preferred Stock is included because this is the *full A&R charter* intended for filing at/before the first preferred-stock financing; the SAFE-conversion series and the Seed series are created off this blank-check Preferred. If counsel prefers the A&R to remain common-only until the priced round, the Preferred provisions (Section 5.1(b), 5.3) can be deferred.
2. **Mission Trust mechanism — the principal divergence between the two drafts.** Draft A contemplated a separate, single “**Mission Trust Share**” of Preferred Stock carrying consent and nomination rights but no economic rights — which conflicted internally with Draft A’s own Section 4.5(b) (a 3–5% *economic stake*). Draft B instead had the Mission Trust hold **ordinary Common Stock** (it issued 400,000 shares \approx 4% fully-diluted). **This consolidation adopts Draft B’s approach:** the Mission Trust holds 3.0–5.0% of fully-diluted equity *in Common Stock*; there is no separate “Mission Trust Share” class. The Mission Trust’s governance role is preserved by naming it, in the charter, as a required consenting party for (i) overriding a TAB veto (Section 4.2(d)) and (ii) any mission-lock Amendment (Section 10.2). **[COUNSEL / FOUNDER DECISION]** — confirm this is the intended design; if a dedicated governance share is preferred, it must be re-introduced and Draft A’s internal inconsistency resolved.
3. **Supermajority threshold.** Harmonized to **66 2/3%** throughout (Draft A used 75%/80%; Draft B used 66 2/3%). 66 2/3% is the Delaware norm. **[FOUNDER DECISION]** — 75% is the more mission-protective alternative; raise it if desired.
4. **Public benefit reporting.** Set to **annual** (Section 4.4), exceeding the biennial minimum of § 366 — consistent with the Corporation’s annual Impact Report practice.
5. **A&R recitals.** Drafted on the assumption the original Certificate of Incorporation was filed **May 22, 2026** under the same name (“Zion Datum Public Benefit Corporation”); there is therefore no name change effected by this A&R. The A&R is shown as adopted under DGCL §§ 242, 245, and 228 (written consent of the sole stockholder).
6. **Incorporator / initial director.** Omitted — those provisions belong to the *original* certificate, not an A&R. This A&R is executed by an authorized officer.

D. v2 amendment notes — dual-class Common Stock (May 25, 2026)

This v2 introduces the dual-class Common Stock structure described in the *Super Voting Share Primer* (May 25, 2026), implementing the hybrid model in §7 of that memo: Class A Common at 1 vote per share, Class B Common at 10 votes per share, founder-held, with the Class B shares **transferring to the Mission Trust on Founder death or permanent Disability** rather than converting to Class A. The principal design decisions in this v2:

1. **Ratio and authorized split.** Class B carries a **10-to-1** voting ratio (canonical pattern; Google, Meta, Snap precedent). Within the existing 15,000,000 authorized shares of

Common Stock, **12,000,000 are designated Class A** and **3,000,000 are designated Class B**. Total authorized capital is unchanged at 20,000,000 (Common + Preferred). The Class B reservation is sized to accommodate the Founder's existing common-stock holding upon reclassification at the first priced round, with margin for stock splits.

2. **No time-based sunset.** Unlike the typical 7-year-post-IPO sunset (the ISS/Glass Lewis 2026 norm for ordinary founder dual-class), this v2 carries **no time-based sunset**. Instead, the Class B voting power is anchored to either (a) the Founder's continuing active role (operational sunset under Section 5.5(b)), or (b) the Mission Trust's permanent stewardship (post-succession under Section 5.6). The rationale is that the structure ties super voting to mission stewardship rather than to founder personal control, which is the durability-of-mission justification recognized in mission-anchored precedents (Patagonia / Holdfast model). **[COUNSEL DECISION — IPO POSTURE]** — Confirm posture for the eventual S-1: the structure is defensible to proxy advisors with proper disclosure but is non-standard and will require careful explanation. A fallback option is to insert a 10–15 year post-IPO sunset on Mission-Trust-held Class B, which counsel should weigh.
3. **The Trust Succession mechanic (Section 5.6) — the hybrid piece.** On Founder death or permanent Disability, Class B Common Stock automatically transfers to the Mission Trust (not the Founder's estate) and **remains Class B in the Trust's hands**. The Founder's estate or designated alternate Permitted Holder receives an equal number of Class A Common Stock as the "Economic Equivalent," which preserves the economic value of the Founder's stake for heirs while transferring voting power to the mission body. This decoupling of voting and economics on succession is the key structural innovation of the hybrid design and requires careful drafting review.
4. **Conversion triggers under Section 5.5.** Standard for non-Permitted transfer, holder election, and de minimis holding. The "Cessation Without Trust Succession" trigger (Section 5.5(b)) handles the case in which the Founder is alive but ceases to serve as both director and officer for 365 days without transferring to the Mission Trust — i.e., the Founder cannot retain super voting in retirement without an active role or a Trust transfer. The "Trust Failure" trigger (Section 5.5(d)) is the failsafe in case the Mission Trust itself ceases to function in its mission capacity.
5. **Voting-power threshold convention (Section 5.3(d)).** All percentage thresholds elsewhere in this Certificate and in the Bylaws (66 2/3% supermajorities; 10% special-meeting calls; majority director removal) are to be computed as percentages of aggregate **voting power**, not share count. Section 5.3(d) is the umbrella clause. Counsel should confirm consistency throughout the corporate documents.
6. **Bylaws conforming update.** The Bylaws have been conformed at Section 2.5 (Voting) to reflect Class A/B voting and at the TAB-veto-override provision (75% → 66 2/3% to match Article IV §4.2(d) of this Certificate). Legacy references in the Bylaws to a single "Mission Trust Share" (a vestige of the abandoned Draft A approach) have been removed and replaced with references to the Mission Trust's stockholding under Article V of this Certificate.

7. **[COUNSEL — OPEN]** Confirm enforceability of automatic Class B → Mission Trust transfer under Section 5.6 against Delaware corporate law and trust law (12 Del. C. § 3556). The mechanism is buildable but non-standard and warrants explicit counsel sign-off.
8. **[COUNSEL — OPEN]** Confirm interaction of the hybrid super-voting structure with future preferred-stock investor expectations, particularly Series A / B protective provisions and standard NVCA model documents. Most institutional investors will accept founder dual-class with sunsets; the mission-anchored permanence in Section 5.6 may require negotiation and clear disclosure.
9. **[COUNSEL — OPEN]** Confirm tax treatment of the Economic Equivalent issuance under Section 5.6(a)(i) — particularly whether the Trust Succession constitutes a taxable event to the Founder's estate.

C. Open items for Delaware corporate counsel

1. **[COUNSEL]** Confirm the A&R adoption mechanics and recital language (§§ 242, 245, 228), and the exact original filing date once the initial certificate is filed.
2. **[COUNSEL]** Confirm enforceability of the “void *ab initio*” language in Sections 6.5 and 10.2.
3. **[COUNSEL]** Confirm the authorized share numbers against the modeled pre-seed/Seed cap table (founder issuance, Equity Incentive Plan reserve, Mission Trust 3–5% block, SAFE conversion at the \$18.5–25.5M post-money cap range).
4. **[COUNSEL]** Confirm the Mission Trust may hold Corporation stock, and the sequencing of the Mission Trust Agreement's execution relative to incorporation and to this A&R.
5. **[COUNSEL]** Consider adding a **Delaware Chancery Court forum-selection provision** and a **federal-forum provision for Securities Act claims** — standard in recent VC-backed Delaware (PBC) certificates; neither prior draft included them in its body.
6. **[COUNSEL]** Confirm compatibility of the capital structure and the Charter Commitments with standard post-money SAFE conversion mechanics and with standard venture investment terms.

Consolidated draft prepared by Zion Datum PBC — Strategy & Research, May 22, 2026. This document supersedes the two prior Certificate of Incorporation drafts. It is a draft for counsel review, is not legal advice, and shall not be filed without Delaware corporate counsel review and customization.