

G.O.D.S HOLDINGS (PTY) LTD

Memorandum of Incorporation

G.O.D.S Holdings (Pty) Ltd

GODS-LEGAL-MOI-2026-001 | Companies Act 71 of 2008 | Version 1.0 — March 2026

Sashin J. Singh — Founder & Systems Architect

Johannesburg, South Africa | March 2026

CLASSIFICATION: CONFIDENTIAL — LEGAL COUNSEL AND TRUSTEES ONLY

PREAMBLE

Constitutional Foundation

This Memorandum of Incorporation ("MOI") governs G.O.D.S Holdings (Pty) Ltd (Registration Number: [CIPC NUMBER]), a private company incorporated under the Companies Act 71 of 2008 ("the Act"). This MOI must be read in conjunction with the G.O.D.S Unified Constitutional Doctrine, the G.O.D.S IP Trust Deed, and the G.O.D.S Succession and Continuity Charter, all of which constitute the constitutional architecture of the G.O.D.S system.

G.O.D.S Holdings (Pty) Ltd is the commercial operating entity of the G.O.D.S system. It is not the custodian of the G.O.D.S mission. That custodianship vests in the Constitutional Oversight Board and the IP Trust. This MOI governs the commercial entity only. The mission governs everything.

ARTICLE 1

Definitions

In this MOI, unless the context indicates otherwise:

"Act" means the Companies Act 71 of 2008, as amended from time to time

"Board" means the board of directors of the Company

"COB" means the Constitutional Oversight Board established under the G.O.D.S Unified Constitutional Doctrine

"Company" means G.O.D.S Holdings (Pty) Ltd, registration number [CIPC NUMBER]

"Constitutional Doctrine" means the G.O.D.S Unified Constitutional Doctrine (March 2026 and as amended by the COB from time to time)

"Director" means a member of the Board appointed in terms of this MOI

"Founder" means Sashin J. Singh (Identity Number: [ID NUMBER])

"IP Trust" means the G.O.D.S IP Trust constituted under the Trust Property Control Act 57 of 1988

"Ordinary Resolution" means a resolution passed by more than 50% of voting rights exercised on the resolution

"Shareholders" means the registered holders of shares in the Company

"Special Resolution" means a resolution passed by at least 75% of voting rights exercised on the resolution

"Supermajority Resolution" means a resolution passed by at least 80% of voting rights exercised — required for Reserved Matters

ARTICLE 2

Name, Nature & Objects

2.1 The Company is G.O.D.S Holdings (Pty) Ltd, a private company.

2.2 The Company may not offer its securities to the public.

2.3 The primary objects of the Company are: (a) to operate as the commercial holding entity for the G.O.D.S system of divisions (S.E.T.H.S, T.S Industries, UDOC, and M.A.D.I.B.A Capital); (b) to enter into commercial agreements, government contracts, and private sector partnerships in furtherance of the G.O.D.S mandate; (c) to hold operating licences, regulatory approvals, and client agreements; (d) to generate revenue and deploy capital in service of the constitutional mission; and (e) to act in accordance at all times with the G.O.D.S Constitutional Doctrine.

2.4 All objects of the Company are subject to the overriding authority of the COB. The Board may not resolve to pursue any object that the COB determines to be inconsistent with the Constitutional Doctrine.

ARTICLE 3

Share Capital & Authorised Shares

3.1 The Company is authorised to issue 10,000,000 (ten million) ordinary shares of no par value.

3.2 The Company is authorised to issue 1,000,000 (one million) preference shares of no par value with such rights, restrictions, and conditions as the Board may determine subject to Article 3.5.

3.3 The initial issued shares are as set out in Schedule 1 to this MOI.

3.4 No shares may be issued without Board approval by Ordinary Resolution, subject to any pre-emptive rights set out in the Shareholders Agreement.

3.5 The issue of preference shares requires a Special Resolution of Shareholders and written approval of the COB.

3.6 The Founder holds a Class A Ordinary Share (or shares) carrying enhanced voting rights of 3 votes per share on Reserved Matters, until such time as the Founder voluntarily converts such shares or the succession provisions of the Succession and Continuity Charter are triggered.

ARTICLE 4

Board of Directors

4.1 The Board shall comprise a minimum of 3 (three) and a maximum of 9 (nine) Directors.

4.2 The following positions are mandatory and must be filled at all times: (a) Chief Executive Officer (CEO); (b) Chief Operating Officer (COO); and (c) at least one Non-Executive Independent Director representing the interests of the COB.

4.3 At least 2 (two) of the Non-Executive Directors must qualify as Independent Non-Executive Directors in terms of the Companies Act and King IV Report on Corporate Governance.

4.4 The Founder shall be the first CEO and shall hold that office until resignation, incapacity, or removal by Supermajority Resolution of Shareholders with COB concurrence.

4.5 Directors are appointed by Ordinary Resolution of Shareholders, except for the COB-nominated Non-Executive Director who is appointed by the COB and notified to the Company in writing.

4.6 A Director may be removed by Ordinary Resolution of Shareholders, except that: (a) the Founder-CEO may only be removed by Supermajority Resolution with COB concurrence; (b) the COB-nominated Director may only be removed by the COB.

4.7 The Board shall meet at least quarterly. A quorum requires a majority of Directors, including at least one Non-Executive Director.

4.8 Board resolutions are passed by simple majority of Directors present and voting, except for Reserved Matters which require a Supermajority Resolution.

ARTICLE 5

Reserved Matters — COB Oversight

5.1 The following matters ("Reserved Matters") require both a Supermajority Resolution of Shareholders and written approval of the COB:

- Any amendment to this MOI
- Any change to the G.O.D.S Constitutional Doctrine or the Twelve Pillars
- The sale or disposal of all or a material part of the Company's assets
- Any merger, amalgamation, or acquisition that would fundamentally alter the G.O.D.S system architecture
- The dissolution, liquidation, or voluntary winding-up of the Company
- Any agreement that would assign or transfer IP Trust property (which the Company does not own — such agreements are void without IP Trust trustee approval)
- The issue of shares to any party that would result in a change of control
- Any agreement with a military or weapons-related entity
- Any agreement that would subject the Company's AI systems to a use prohibited by the AI Governance Charter
- Any change to the dividend policy
- The appointment or removal of the external auditors
- Any borrowings exceeding R 50,000,000 (fifty million rand) in aggregate

ARTICLE 6

Shareholder Meetings

6.1 Annual General Meeting: The Company shall hold an AGM within 6 (six) months of its financial year end, or within 15 (fifteen) months of the previous AGM.

6.2 Notice: At least 10 (ten) business days's written notice of any Shareholders Meeting must be given, except where all Shareholders have consented to shorter notice in writing.

6.3 Quorum: A quorum for any Shareholders Meeting requires Shareholders holding at least 51% of voting rights to be present or represented. For Reserved Matters, a quorum requires Shareholders holding at least 75% of voting rights.

6.4 Voting: Each ordinary share carries one vote, subject to the enhanced voting rights of the Founder's Class A shares on Reserved Matters as set out in Article 3.6.

6.5 Proxy: Any Shareholder may appoint a proxy in writing to attend and vote at any Shareholders Meeting.

ARTICLE 7

Financial Records & Audit

7.1 The Company shall maintain financial records in accordance with International Financial Reporting Standards (IFRS) for SMEs or full IFRS as the Board determines.

7.2 The Company shall appoint a registered auditor (IRBA registered) within the first year of operation. Financial statements shall be audited annually from Year 2.

7.3 Annual financial statements shall be presented to Shareholders at the AGM and filed with CIPC in accordance with the Act.

7.4 The financial year of the Company ends on 28/29 February each year.

7.5 No dividend or distribution may be declared if it would result in the Company being unable to pay its debts in the ordinary course of business.

ARTICLE 8

Intellectual Property & Mission Integrity

8.1 The Company does not own the G.O.D.S intellectual property. All IP is held in the G.O.D.S IP Trust. The Company holds a perpetual, exclusive licence to use the IP for the purposes of operating the G.O.D.S system.

8.2 The licence in Article 8.1 cannot be transferred, sub-licensed, or used as security for any debt without the written consent of the IP Trust trustees.

8.3 If the Company is placed in liquidation, the IP licence immediately terminates and the IP reverts to the IP Trust. The liquidator has no claim on the IP.

8.4 The Board shall adopt and maintain an AI Governance Policy consistent with the G.O.D.S AI Governance Charter (Annexure J of the Institutional Package). Deviation from this policy constitutes a breach of the Constitutional Doctrine and is a Reserved Matter.

ARTICLE 9

Dispute Resolution

9.1 Any dispute between Shareholders, or between a Shareholder and the Company, shall first be referred to the COB for mediation.

9.2 If the COB fails to resolve the dispute within 30 (thirty) days, the dispute shall be referred to arbitration under the Arbitration Foundation of South Africa (AFSA) Rules.

9.3 Arbitration shall take place in Johannesburg. The arbitrator shall be an advocate of the South African Bar with experience in corporate and constitutional law.

9.4 Pending resolution, all parties shall continue to perform their obligations under this MOI.

ARTICLE 10

Amendment of this MOI

10.1 This MOI may only be amended by a Supermajority Resolution of Shareholders with written COB approval.

10.2 No amendment that is inconsistent with the G.O.D.S Constitutional Doctrine is valid, regardless of the voting majority achieved.

10.3 All amendments shall be filed with CIPC within 10 (ten) business days of passing.

SCHEDULE 1

Initial Share Register

SHAREHOLDER	ID/REG NUMBER	SHARE CLASS	NUMBER OF SHARES	% HOLDING
Sashin J. Singh (Founder)	[ID NUMBER]	Class A Ordinary	5,100,000	51.0%
G.O.D.S IP Trust	[TRUST REG NUMBER]	Ordinary	900,000	9.0%

SHAREHOLDER	ID/REG NUMBER	SHARE CLASS	NUMBER OF SHARES	% HOLDING
[Seed Investor / DFI]	[REG NUMBER]	Preference	TBD at closing	TBD
[Reserved — ESOP Pool]	—	Ordinary	1,000,000	10.0%
[Reserved — Strategic]	—	Ordinary	3,000,000	30.0%
TOTAL AUTHORISED	—	—	10,000,000	100%

Note: This initial share register is illustrative. Final capital structure will be confirmed at first round closing and updated in accordance with the Shareholders Agreement. All share transfers require compliance with the pre-emptive rights provisions in the Shareholders Agreement.

SIGNATURES

Adoption of this MOI

This Memorandum of Incorporation was adopted by the incorporator(s) of G.O.D.S Holdings (Pty) Ltd on the date of incorporation.

Sashin J. Singh

Founder & Incorporator — G.O.D.S Holdings (Pty) Ltd

Date: _____

Witnessed by:

[Witness Name]

Witness — [Firm / Title]

Date: _____

Filed with the Companies and Intellectual Property Commission (CIPC) on [DATE OF FILING]. Company registration number: [CIPC NUMBER]. This MOI is available for inspection at the registered office of the Company.