

THE MUSICMODUS GOVERNANCE CHARTER

VERSION 1.0

EFFECTIVE DATE: JANUARY 12, 2026

PREAMBLE

Technology platforms have historically extracted value from the creators who power them. They centralize data, commoditize labor, and prioritize shareholder returns over participant sovereignty.

MusicModus is different.

We are not a marketplace. We are an infrastructure provider. We separate the **Intellectual Property (IP)** layer from the **Operational Labor** layer to ensure that those who teach, create, and organize retain full sovereignty over their work.

This Charter serves as the constitutional foundation of the MusicModus Protocol. It binds the Company (MusicModus Ltd) and its Licensed Operators (Nodes) to a permanent set of non-negotiable principles.

ARTICLE 1: THE THREE PILLARS

The architecture of the MusicModus Protocol is built upon three inviolable pillars. Any code, contract, or business decision that violates a Pillar is, by definition, invalid under this Charter.

1. PRIVACY FIRST

- **Data Sovereignty:** User data belongs to the user, not the platform. We do not sell, rent, or aggregate user data for advertising purposes.
- **Encryption by Default:** All communications between teachers and students must be encrypted. The Protocol shall have no "backdoor" to monitor private instruction.
- **Minimal Retention:** We collect only the data strictly necessary to facilitate the transaction. Once the transaction is complete, unnecessary meta-data is purged.

2. NON-EXTRACTIVE ECONOMICS

- **Flat Fee Architecture:** The Protocol charges for *infrastructure usage*, not a percentage of the creator's success.
- **No "Rake":** We reject the standard "20-30% Commission" model. If a teacher earns more, they keep more. Our costs are fixed (server, maintenance, development), so our fees should be fixed or capped.
- **Transparency:** All fees charged by the Protocol must be transparently displayed to both the Operator and the End User. Hidden fees are prohibited.

3. CREATOR SOVEREIGNTY

- **Portability:** A creator (teacher, artist, or operator) owns their audience. They must always have the technical ability to export their student lists, content, and transaction history and leave the platform without penalty.
- **No Lock-In:** We win loyalty through superior service, not by building walls.
- **Autonomy:** The Protocol does not dictate pricing, curriculum, or working hours. Creators are sovereign entities, not gig-workers.

ARTICLE 2: THE GOLDEN SHARE (THE VETO)

To ensure these principles survive competitive pressure and future investment rounds, MusicModus Ltd retains a specific governance right known as the "**Golden Share**."

2.1 Scope of the Golden Share

The Golden Share grants MusicModus Ltd the absolute right to VETO any proposed change to the Protocol code, API, or Operator Agreements that would:

- (a) Introduce data mining or advertising surveillance.
- (b) Switch the economic model to a percentage-based extraction (rake) without Creator consent.
- (c) Restrict data portability or lock creators into the ecosystem.

2.2 Limitation of Power

The Golden Share is a negative power (the power to stop bad changes), not a positive power (the power to force arbitrary changes). It exists solely to protect the Three Pillars.

ARTICLE 3: THE LICENSING PLEDGE

MusicModus Ltd pledges to license its IP only to Operators (Cooperatives, Collectives, or Nodes) that agree to abide by this Charter.

Any Operator found to be violating the principles of **Privacy**, **Non-Extraction**, or **Sovereignty** will have their license to the Protocol revoked.

SIGNED AND RATIFIED

MusicModus Ltd
Guardian of the Protocol