



HUMAN POTENTIAL PROTOCOL

HPP Foundation Scope of Use

*The verbatim instrument every accredited HPP Foundation
must reproduce in its own bylaws.*

HPP FOUNDATION — SCOPE OF USE

The verbatim instrument every accredited HPP Foundation must reproduce in its own bylaws

v1.0 — July 2026

Reproduction rule. This document is reproduced **verbatim and in full** in the bylaws of every accredited Foundation of the Human Potential Protocol. The only permitted substitutions are the bracketed placeholders **[JURISDICTION]**, **[DATE]**, **[FOUNDATION NAME]**, and **[REGISTRATION NUMBER]**. Nothing else may be altered — not a comma, not a synonym, not a clarification. Where the bylaws must be filed in the local language, the translation is certified under the Foundation's jurisdiction legal opinion, and this English text prevails in interpretation to the maximum extent local law permits. **Any modification of this text forfeits recognition as an HPP Foundation on the day the modification is adopted** (HPP Foundation Manifest, Section VII).

Adoption block (to be completed at filing): This Scope of Use is adopted verbatim into the bylaws of **[FOUNDATION NAME]**, registered in **[JURISDICTION]** under **[REGISTRATION NUMBER]**, on **[DATE]**, against HPP Foundation Manifest **v1.0**.

Conformity note (added August 2026). This instrument is brought into conformity with the Constitution as ratified at **Whitepaper v5.15**, under the rule that the Constitution prevails over this text in any conflict (HPP Foundation Manifest §1.3). Four things changed and each is a conformity repair rather than a change of policy: **A.6** no longer has the Foundation post or recover a Seed Cell's gCP stake — it sponsors and stands surety, and the stake is the Federation Reserve's, because no Foundation holds gCP (Whitepaper Art. V §5.7, Art. XVI §16.5), which is what Part B. 4 of this same instrument has said since the August 2026 correction; **A.12** adds the model statute and the conformity check for **Paired Entities** (Whitepaper Art. XV §15.10); **A.13** adds the per-jurisdiction tax opinion (Whitepaper Art. IX §9.19); and **B.13–B.14** add the no-rate prohibition and the limits that keep a Paired Entity from being mistaken for a Foundation. A Foundation whose filed bylaws carry the previous A.6 is not in breach of Section VII by that fact; it refiles under the conformity map of Manifest §7.5 at its next amendment, and the Constitution governs in the interval.

Conformity note (added October 2026). This instrument is brought again into conformity with the Constitution as it stands at **Whitepaper v5.22**. Four things changed and each is a conformity repair rather than a change of policy: **A.4** reads "CP-class" where it read "CP/SIC-class" (a hub's own name for its CP is not a second class of token); **B.6** states that every Assembly act is one person, one vote and that no weighted instrument runs in the Foundation scope (Whitepaper §15.11, tightened in v5.22); **B.15** adds that no one casts a vote for anyone, naming the Protocol's operator in Genesis Mode (Whitepaper §15.11, §16.11); and **Part C** calls the board's side what §15.4 calls it, a duty to refuse the unlawful, not a veto. A Foundation whose filed bylaws carry the previous text is not in breach of Section VII by that fact; it refiles under the conformity map of Manifest §7.5 at its next amendment, and the Constitution governs in the interval.

A. WHAT THE FOUNDATION CAN DO

Within the law of [JURISDICTION] and the statutory purpose, the Foundation may:

1. **Receive donations** in fiat or cryptocurrency from natural or legal persons, hold them transparently under multi-signature or equivalent dual-control custody, and convert them as fast as responsibly possible into physical commons — never into tokens, never into private benefit.
2. **Receive grants** from public or private grantors, provided no grant condition requires influence, token issuance, deviation from the statutory purpose, or breach of any prohibition in Part B. A grant with such a condition is refused.
3. **Acquire, hold, build, and steward physical commons:** agricultural land and greenhouses, community solar and renewable-energy infrastructure, food stores, gathering and teaching spaces, off-grid infrastructure and eco-villages, housing for those who have none, clinics, workshops, and tools.
4. **Deploy assets to hubs** as community provisioning — the substance that makes dignity income (UBD) spendable and value tokens (CP-class) real — in the form of assets and services, never tokens, never unrestricted cash convertible to private benefit. Dignity income is minted by **geographic** hubs alone, which are the only hubs that may be a member's home hub (Whitepaper Ch. 3 §3.3, Art. V §5.9); provisioning may be deployed to a hub of any type, and to an operational or company hub it makes value tokens real without making dignity income anything, because there is none there to make real.
5. **Run programmes:** events and assemblies; educational programmes from protocol literacy to trades, agriculture, and energy autonomy; community health initiatives within national law; reception and housing programmes for those the existing order has left without shelter.
6. **Act as nursery** to Seed Cells: supply endorsements, mentor, provide initial provisioning, and **stand surety** for the cell until its promotion — as an execution service, never as governance power over any hub. **The Foundation posts no stake and recovers none.** The gCP stake is posted **from the Federation Reserve, on the Reserve's behalf**, against the Foundation's sponsorship and surety, and returns to the Reserve on the cell's promotion — because no Foundation holds, receives, or is allocated gCP (Part B.4; Whitepaper Art. V §5.7, Art. XVI §16.5). **Surety is an obligation, never a holding:** the Foundation answers for abuse before the Arbitral Layer and may lose its sponsorship, and it owes no gCP, because it may hold none.
7. **Employ and contract:** hire staff and contractors at capped, published compensation; sign leases, deeds, and agreements; sue and be sued in its own name.
8. **Hold liquidity conservatively:** insured bank deposits and short-term sovereign instruments of [JURISDICTION]; any tokenised stable instrument only under the concentration ceilings ($\leq 15\%$ single counterparty, $\geq 20\%$ issuer-less) and only for operational necessity.
9. **Claim charitable-tax treatment** of donations wherever the law of [JURISDICTION] grants it, framed openly as the legal order certifying public benefit — never framed as draining a treasury or taking energy from the state.
10. **Engage in non-partisan issue advocacy** consistent with the statutory purpose, where the law of [JURISDICTION] permits: publishing research, hosting public deliberations, and stating the

community's measured positions — never for or against any party, candidate, or referendum outcome.

11. **Publish everything:** balances, flows, contracts, invoices, votes, vetoes, compensation to the cent — and open every record to inspection by any member, at any time, without cause.
12. **Publish the model statute for Paired Entities, and perform the conformity check.** An **operational hub** — a hub organised around work rather than a place, which by definition has counterparties outside the circuit (Whitepaper Ch. 3 §3.3) — pairs one-to-one with a **Paired Entity**: a national nonprofit that signs that hub's lawful commerce, handles **fiat only**, holds no token of any class at any moment, and whose fiat may never enter any minting, allocation, conversion, cap, tier, reputation, or governance computation of the Protocol (Whitepaper Art. XV §15.10). The Foundation **publishes the model statute** whose operative clauses are non-negotiable, and **checks a proposed entity's filed statute against it** — a conformity check, never an accreditation. It receives the assets of any Paired Entity of its jurisdiction on that entity's dissolution or loss of recognition, under the same bound devolution that binds the Foundation itself (Part B and Manifest §9.A). A Paired Entity is **not a Foundation**, holds no primacy under Whitepaper §15.6, and does not count toward the number of Foundations in [JURISDICTION].
13. **Commission and publish the jurisdiction tax opinion**, in full, before the Protocol's mandatory-acceptance rule binds any member trading as an enterprise in [JURISDICTION], and review it every **52 weeks** or on any material change of law, whichever falls first (Whitepaper Art. IX §9.19, on the §9.17 model). It answers, at minimum: whether receipts in circuit tokens are taxable income or turnover and on what valuation basis; the VAT or sales-tax treatment and the invoicing form required; whether paying a member for labour in tokens triggers payroll, withholding, or social-contribution duties, and on whom; how an enterprise books circuit tokens as an asset and on what basis it may write them down; and — where that is the honest answer — **not safely, not yet**. Its cost is a fiat cost, payable like any audit or legal opinion. Where no opinion is published, mandatory acceptance does not bind an enterprise in [JURISDICTION], and the Foundation says so plainly rather than letting the duty be assumed.

B. WHAT THE FOUNDATION CANNOT DO

The following are prohibited absolutely, in every jurisdiction, forever. Breach of any item in this Part is a breach of accreditation and triggers the veto, revocation, and devolution mechanisms of the HPP Foundation Manifest (Sections V, VI-B, IX).

1. **No cash-out.** Nothing the Foundation holds is ever converted back into money for any private party. Assets may be transformed — land into greenhouse, sun into kilowatts — never liquidated for distribution.
2. **No personal profit.** No dividends, no distributions, no inurement, no benefit of any kind to founders, donors, members, directors, or officers — beyond operational compensation that is capped by a published schedule and published to the cent.

3. **No tokens for donations, ever.** A donation buys nothing, mints nothing, and touches no token: no UBD, no CP, no gCP, no reputation, no tier, no governance weight, now or later, in any amount, directly or indirectly.
4. **No token speculation of any kind.** The Foundation does not hold, sell, trade, manage, custody, lend, stake, or speculate in tokens or cryptocurrencies for investment purposes, does not operate or promote any exchange or conversion service, and **holds no gCP, ever.** Cryptocurrency received as donations is converted to conservative liquidity or physical assets as fast as responsibly possible.
5. **No investment advice.** The Foundation does not provide investment advice, financial advice, portfolio guidance, or return expectations to any person, in any medium, and no Foundation material may state or imply that any donation, asset, or programme constitutes an investment or carries financial return.
6. **No donor governance.** Money does not vote. The use of every donated unit is decided by the verified members — one human, one voice — never by donation size. No donation purchases access, priority, influence, a seat, a title, or a deliberation right. Every Assembly act of the Foundation is one person, one vote over its registered members, and no weighted instrument — not even an advisory one — runs in the Foundation scope (Whitepaper §15.11).
7. **No political campaigning or lobbying.** The Foundation does not campaign for or against, fund, endorse, or coordinate with any political party, candidate, or referendum campaign, and does not lobby any public authority on behalf of private interests. Non-partisan issue advocacy under Part A. 10 is the sole permitted margin, and it stops where the law of [JURISDICTION] draws the charitable line.
8. **No activity outside the statutory purpose.** However worthy, however popular, however urgent: the Foundation executes only what Part A permits. Everything else belongs to someone else's institution.
9. **No governance power over hubs.** The Foundation does not instruct, direct, discipline, or condition provisioning on the votes of any hub, cell, or member; holds no seat in the Federation Council; casts no Federation vote.
10. **No exemption promises.** No Foundation material may state or imply that any Registry signature, membership, or Protocol instrument exempts any person from any law, tax, or obligation of any legal order. A Registry signature is a political declaration and nothing else.
11. **No linking of donors and signers.** Donation identity data (AML/KYC) shares not one identifier with the Protocol's Consent Registry — not a hash, not a salt, not a join key. Donors and signers are unlinkable even by the Foundation.
12. **No secrecy.** The Foundation does not take decisions in sessions whose records are not public, does not withhold any financial transaction beyond 30 days from publication, and does not deny any member inspection of any record without cause, redacting personal data of third parties only where mandatory privacy law requires — and publishing the legal basis of every redaction.
13. **No published rate, in any form, for any purpose, ever.** No Foundation material, in any language, on any page, may publish, endorse, adopt, cite as authoritative, or imply an exchange rate between any HPP token and any external currency — no official rate, no indicative rate, no "for accounting only" rate, no rate computed from a basket, no rate published by a third party with the Foundation's endorsement, and no table whose columns invite the reader to divide one by the other. The

Foundation supplies **records, never rates**: a taxpayer values their own receipt under their own law, as with any payment in kind, and the Foundation does not value it for them. This is not a policy the Foundation adopted and could revise — a published rate is the external benchmark the Constitution forbids **unamendably** (Whitepaper Art. V §5.6, Art. VII §7.3, Art. IX §9.19, Ch. 8 §8.11), and no amendment at any level, here or in the Constitution, reaches it. Repealing this item would not permit a rate.

14. **No Paired Entity held out as a Foundation, and none licensed by this one.** The Foundation does not describe, hold out, or permit any Paired Entity to be described as a Foundation of the Protocol, in any language; does not accredit one under Whitepaper §15.6; does not solicit, accept, or hold a donation on one's behalf, and does not permit one to solicit, accept, or hold a donation from any party in any amount, ever — donations remain the exclusive business of the accredited Foundation, one jurisdiction, one audit surface; does not revoke a recognition it has granted, because revocation belongs to the Arbitral Layer alone; and takes no governance power over any operational hub through the entity paired to it (Part B.9). Nor does the Foundation permit any fiat figure — its own, a Paired Entity's, or a donor's — to be used as a variable in any token computation of the Protocol.
15. **No vote cast for another.** No officer of the Foundation, and no operator of the Protocol acting in Genesis Mode (Whitepaper §16.11), casts, signs, proxies, or simulates a vote, ballot, voice, ratification, or refusal in the name of a member, a delegate, or a director. Each is signed by its own holder, with their own key; the platform's surface records acts and never performs them (Whitepaper §15.11). An act signed by anyone else is no deliberation and executes nothing.

C. THE RULE THAT BINDS THE REST

This Scope of Use is statutory text, not aspiration. It is enforced by: the filed statute itself; the founding-member principled-objection veto and the board's duty to refuse the unlawful, both escalating to the Arbitral Layer of the Protocol within fixed deadlines; the binding arbitration clause naming the Arbitral Layer, enforceable in the courts of [JURISDICTION]; the annual independent audit and the sortition transparency committee; and the automatic loss of recognition for any Foundation that modifies this text.

The members command. The board executes. The law bounds. Money does not vote. Everything is published.

HPP Foundation Scope of Use v1.0 — July 2026, conformed to Whitepaper v5.15 in August 2026 and to Whitepaper v5.22 in October 2026. Companion to the HPP Foundation Manifest v1.0 and the HPP Whitepaper v5.22, Articles IX and XV. Adopted verbatim by [FOUNDATION NAME], [JURISDICTION], [DATE].