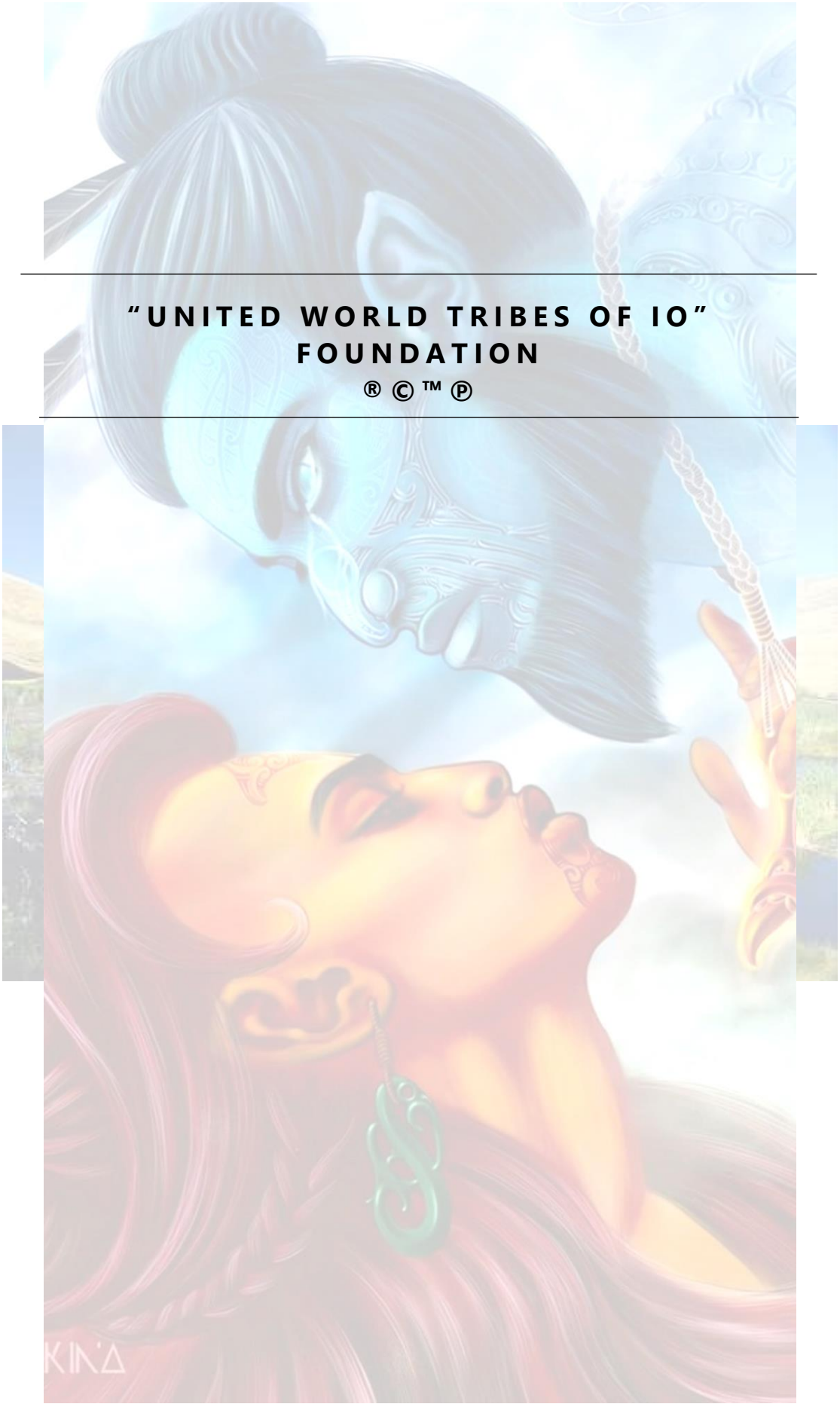

"UNITED WORLD TRIBES OF IO" FOUNDATION

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THIS SETTLEMENT: **) is made this day, 07th March 2023**

BY AND BETWEEN:

SETTLOR **) CLARICE MACHIA GUTMANN**

AND

TRUSTEES **) ARIKINUI KAWENATA MARSICH-CROWN**

) ARIKINUI DIANNE KUULEIMOMI HOAPILI

) ACJ MICHELLE SINGH

WHEREAS:

The Settlor being desirous of making this settlement contained is about to transfer or deliver to the original Trustees or otherwise place under their control the property Specified in the Second Schedule hereto and may hereafter from time to time pay or transfer to the Original Trustee further monies, Investments or other property by way of addition to the trust fund hereby instituted.

It is intended that the settlement shall be irrevocable.

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NOW THIS DEED WITNESSETH IS HEREBY DECLARED AS FOLLOWS:

This Settlement is established in accordance with the State and Federal Laws and the rights of all parties and the construction effect of each and every provision hereby shall be construed and regulated only according to the laws of trust residency notwithstanding that the trustees may be or become from time to time resident or domiciled elsewhere than in the country of trust residency.

Now in accordance with the rules and regulations set out in this Deed and incorporated on this day, the 07 MARCH 2023 sets forth below:

1. **PROPER LAW AND FORUM FOR ADMINISTRATION**

In fulfilling the requirements and exercise of powers in pursuant with the State of California, the Office of the Attorney General Code[1] to incorporate a Non-Charitable Organisation ("NGO") sets out below, the rules and regulations.

1.2 This Settlement shall take effect subject to the provisions of clause 22 hereof.

1.3 On signing this Deed, the above parties agree to pay a sum of USD$10.00 each to be held by the Trustees for the purposes of establishing this Foundation.

2. **DEFINITION OF TERMS AND CONSTRUCTION**

a) Associated and other expression indicating the association of persons and references to meaning set-out under ss501 (c) (3) of the **Internal Revenue Code** upon application of the **Board** to **apply** for a **"Tax Exemption Status"** and **certain benefits** (such as State sales, property and income) in accordance with the requirements **of Federal and State Laws** by **registering** with the **Secretary of State,** the **Attorney General of the State of California and the**

b) Balance date refers to provisional Tax Requirements of **31st March** and other dates adopted by the Trustees.

c) Board refers to the incorporation of the Board established under clause 3.1 of this Deed.

d) **Designated Gift** means a gift which is subject to a Trust for a specific purpose that comes within the charitable purposes of the Trust Fund.

e) **Financial Year** refers to any year or any other required accounting period ending on a Balance Date (Taxpayer-First Act: Pub 6 No 116-25 ss2301 that requires Organisations exempt from taxation ss501 (a) to file Annual Form 990 and Form 990 returns electronically.

f) A **Trustee** will be Interested in a matter if the Trustees.

- Is a party to or will derive a material financial benefit from.
- Has a material financial benefit from that matter. Forms 990 and form 990 returns electronically.
- Is a Director an Officer and or Trustee of another party to or a person who will or may derive a material financial benefit from the matter of the Trust.

g) Is the parent, child, spouse of another party to or persons who will or may derive a material financial benefit from that matter; or

h) Is otherwise directly or interested in the matter.

[1] STATE OF CALIFORNIA-REGISTRY OF CHARITABLE TRUSTS GOVERNMENT CODE ss 12585 and 12586 of the Charitable Purposes Act. (Registering and Reporting Requirements). Note: Authority cited: Sections 12584, 12585, 12586 and 12587, Government Code. Reference: Sections 12581, 12583, 12585, 12586, 12587 and 12598, Government Code; Section 5227, Corporations Code.

i) Related Persons refers to the purpose's set-out in clause 5.5 (Income, benefit or advantage) and in relation to any business activities in relation to requirements of **"Employer Benefits associated with funds that may be exempt"** ss501 (c) (4) of the Internal Revenue Code of Employees ss501 (c) (9) or ss501 (c) (17) shall apply.

j) Applies, means a person specified in paragraphs (i) to (iv) of subsection 5(b) of that section refers to persons specified below:

- A settlor or trustee of the Trust refers to the administration and management of a Business.
- A shareholder or director of a Company by which the company is carried out.
- A person associated with a **Settlor**, **Trustee**, **Shareholder** or **Director**.
- Tax Act refers to the meaning of Income **Tax** as its activities with limited exceptions required in compliance **with Federal -State Laws** and **Franchise Board Tax**.

k) Teleconference Meeting refers to the purposes of this Deed, a meeting whether or not the participants are linked by telephone, skype or any other means of instant audio-, or audio-visual communication.

l) Trust refers to the Charitable Trust created by this Deed.

m) Trust Fund refers to rules set out in the schedule, meaning this Deed.

n) Trust Fund means:

- The sum of $10.00 referred to in this Deed.
- Any money, investments or other property paid or given to, or acquired or agreed to be acquired by, the Trustees after this Deed has been signed with the intention that it be held by the Trustees subject to the Trusts and any other provisions set out in this Deed and;
- Trustees refer to the appointment of Trustees who are legally responsible in managing and or protecting the interests and or trust Funds, whether original, additional and or substituted shall apply.

2.1 <u>INTERPRETATION OF RULES</u>

In these **Rules**, unless the context requires otherwise, the following words and phrases have the following meanings:

- **'Act'** means the **Registry of Charitable Trusts Government Code ss 12585 and 12586** of the **Charitable Purposes Act**[2] (Registering and Reporting Requirements), the **"Internal Revenue Code"** or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

[2] California Code of Regulations-Title 11: Division 1. Regulations adopted in pursuant to the Supervision of Trustees and Fundraisers for Charitable Purposes Act. § 300. Initial Registration-Initial Registration ss300 that:
(a) Every charitable corporation, unincorporated association, trustee or other person subject to the registration requirements of that act entitled the "Supervision of Trustees and Fundraisers for Charitable Purposes Act" (Article 7, Chapter 6, Part 2, Division 3, Title 2, of the Government Code commencing with Section 12580, hereafter "Act") shall file with the Attorney General a copy of the articles of incorporation and bylaws, trust agreement, decree of distribution or other instrument governing its operation, as provided below. Filing of the Initial Registration Form, the supporting documents required by that form, and the required registration fee of $25 shall constitute the initial registration. Required information and supplemental documents identified in the Initial Registration Form that are not available at the time of filing of the form may be submitted within ninety (90) days of submittal of the form.

- **'Annual General Meeting'** means a meeting of the **Members** held once per year which, among other things, will receive and consider reports activities and finances.
- **'Associated Person'** means a person who may obtain a financial benefit from any matter being dealt with by any **Member** (as a **Committee Member**, or in any **General Meeting**, or otherwise) where that person is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of that **Member.**
- who may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Committee Member**, or in any **General Meeting**, or otherwise) relates.
- a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Committee Member**, or in any **General Meeting**, or otherwise) relates.
- who may be interested in the matter because the Society's constitution so provides but no such **Member** shall be deemed to have any such interest.
- merely because that **Member** receives an indemnity, insurance cover, remuneration, or other benefits authorised under this Act; or
- if that **Member**'s interest is the same or substantially the same as the benefit or interest of all or most other members due to the membership of those members.
- if that **Member**'s interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence that **Member** in carrying out that **Member**'s responsibilities under this **Act**, **Deed** and or **Constitution** or;
- if that **Member** is an officer of a union and that **Member**'s interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests.
- **'Chair/President'** means the **Committee Member** responsible for, among other things, overseeing the governance and operations and chairing **General Meetings**.
- **Clear Days'** means complete days, excluding the first and last named days (for instance, excluding the date a Notice of meeting is posted or sent to Members and the date of the meeting).
- 'Committee' means the Society's governing body.
- **'Committee Member'** means a member of the **Committee,** including the **Chair/President, Secretary** and **Treasurer**.
- **'Deputy Chair/Vice President'** means the **Committee Member** elected or appointed in the absence of the Chair/President.
- **'General Meeting'** means either an **Annual General Meeting** or a **Special General Meeting**.
- **Matter'** means (a) performance of its activities or exercise of its powers; or (b) an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into.
- **'Member'** means a person properly admitted who has not ceased to be a member.

- **'Notice'** to Members includes any notice given by post, courier or email; and the failure for any reason of any Member to receive such Notice or information shall not invalidate any meeting or it proceedings or any election.
- **'Register of Interests'** means the register of interests of **Committee Members** kept under these **Rules**.
- **'Register of Members'** means the register of **Members** kept under these **Rules**.
- **'Rules'** means the rules in this document.
- **'Secretary'** means the **Committee Member** responsible for, among other things, keeping the **Register of Members,** the **Register of Interests,** and recording the minutes of **General Meetings** and **Committee** meetings.
- **'Special General Meeting'** means a meeting of the **Members,** other than an **Annual General Meeting,** called for a specific purpose or purposes.
- **'Treasurer'** means the **Committee Member** responsible for, among other things, overseeing the finances of the **Trust.**
- The **Trust Fund**; the Property specified in the **Second Schedule** hereto; and all money, investments or other property, real, personal, or intellectual, hereinafter paid or transferred by any person or persons to or so as to be under the control of and accepted by the Trustees as addition to the Trust Fund; and,
  ▪The money, investments and property from time to time representing the said money, investments, property and additions to the Trust Fund or any part or parts thereof respectively and any accumulations made under the Trusts in that behalf respectively and any accumulations made under the Trusts in that behalf contained in the Trust.

2.2 <u>CONSTRUCTION</u>

In the construction of this Deed unless the context states otherwise:

- Charitable purposes refer to the given meaning of terms in reference to the provisions set out in accordance with the Charities Act.
- Clauses and schedules refer to a clause or a schedule set-out in this Deed unless otherwise stated. The schedule attached to this Deed forms part of the construction of this Deed.
- Contents page and headings refers to the contents page and the headings that appear as a matter of convenience only and do-not affect the construction of this Deed.
- Defined terms refer to words or phrases appearing in this Deed with capitalized initial letters are defined terms and meaning set out in this Deed. if a word or phrase is given in a defined meaning, any other part of speech or grammatical form of that word of phrase has a corresponding meaning.
- Documents refers to any document included this Deed and references to any other documents as being amended or replaced from time to time.
- Person refers to persons and or firms, corporation, unincorporated associations and or authorities and firms that may also include in referenced to a collaboration of joint-venture partnerships, international relationships and cooperation.
- Any person who is under the law of this country of domicile juris and of full age and to whom or for whose benefit any capital or income of the Trust Fund may be liable whether directly or indirectly to be appointed, transferred or applied

in any manner whatsoever by or in consequence of an exercise of any trust power or discretion vest-ed in the Trustees or in any other person may by declaration in writing received by the Trustees during the Trust Period irrevocably.

- Disclaim his interest as an object of such trust, power or discretion either wholly or with respect to any specified part or share or proportion of such capital or income.
- Declare that he shall be an Excluded Person and such declaration shall have effect from the date that the same is received by the Trustees; provided always that this power shall not be capable of being exercised so as to derogate from any interest to which such person has previously become indefeasibly entitled whether in possession, reversion or otherwise.
- A rule refers to the interpretation of each schedule, this includes a reference to a rule is a rule set-out in that schedule.
- Singular, plural and gender refer to singular, plural and vice versa including words that denote a gender include all genders.
- Statutes and regulations refer to any statutory provisions including any statutory provisions, its amendments and any other enacted subordinate legislation.
- If there is a conflict of interest between the rules contained in this schedule including any other provisions referred to in the Deed, the other provisions shall prevail.

2.3 <u>ADMINISTRATION OF TRUST</u>

The Trustees acknowledge and declare that the Trustees shall hold in trust, as specified under the charitable purposes which is further set out in accordance with the powers in this Deed.

- The Trustees shall stand possessed of the Trust Fund upon trust as to investments or property in their absolute discretion either to permit the same to remain as invested or to sell or convert into money all or any of such investments or property and upon trust with the discretion to invest the monies produced thereby and any other monies forming part of the Trust Fund in their names or under their control in any of the in-vestments hereinafter authorised with power at the like discretion from time to time to vary or transpose any such investments for any others of any nature hereinafter authorized.
- All money, investments or other property, real, personal, or intellectual, hereinafter paid or transferred by any person or persons to or so as to be under the control of and accepted by the Trustees as addition to the Trust Fund; and,
- The money, investments and property from time to time representing the said money, investments, property and additions to the Trust Fund or any part or parts thereof respectively and any accumulations made under the Trusts in that behalf respectively and any accumulations made under the Trusts in that behalf contained in the Trust.
- Meaning "who shall be declared to be an excluded person under the power conferred upon the Trustees by Clause 5 hereof (and "Excluded Persons" shall have a corresponding meaning).

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- The Beneficiaries meaning the "subject to any exercise of powers conferred upon the Trustees by Clauses 4 and 5 hereof such of the objects and persons or classes of persons" specified hereto are "not excluded persons".
- The Trust Period meaning the "period commencing on the date of execution of this Deed and ending on whichever of the following dates shall first occur namely".
- The date upon which shall expire the period of ninety nine years commencing on the date of execution of this Trust Deed.
- Such date as the Trustees shall by Deed specify to be the date on which the Trust Period shall end (not being a date earlier than the date of execution of such Deed).
- Deed meaning "any instrument in writing which is dated and executed" by the parties thereto or by such of them as execute the same and for the purpose hereof the term "executed" shall mean:

3. NAME OF TRUST

The name of the Trust shall be **"UNITED WORLD TRIBES OF IO"** or any other such names as the Trustees may determine by resolution from time to time shall apply.

3.1 REGISTERED OFFICE

The registered office and address of service of the TRUST is (1835 Lake Street, Glendale, CA, United States of America-Secretariat) or any other address of services that the Trustees may determine by resolution from time to time.

3.2 INCORPORATION UNDER THE CAHRITABLE PURPOSES ACT

In accordance with a meeting held on the 7th of March 2023 resolved to apply and incorporate as a Board under the name of **"UNITED WORLD TRIBES OF IO"** or any other names approved by the Register of Incorporated Societies.

3.3 REGISTRATION UNDER THE CHARITIES ACT

If considered appropriate, the Trustees may apply for registration in accordance with the provisions set-out under the California Code of Regulations-Title 11: Division 1. Regulations adopted in pursuant to the Supervision of Trustees and Fundraisers for Charitable Purposes Act-Initial Registration ss300 as a Charitable Entity shall give effect to the purposes further set out in this Deed of Trust.

4. KEY OBJECTIVES OF UNITED WORLD TRIBES OF IO FOUNDATION

In maintaining the charitable objectives and purposes of this Trust ("The Trust Purposes") including Funds held by the Trust, are to be carried exclusively for charitable purposes within the US and any other Nation States only whether relating to relief of poverty, improve and enhance social, economic and cultural equality, the advancement of employment and or education or any other matter beneficial to the community, including without limitation, the following:

4.1 CHARITABLE PURPOSES

In establishing the Charitable purposes set out under this Deed, the "**UNITED WORLD TRIBES OF IO"** hope to improve outcomes for people affected by humanitarian crises impacted by war, food shortages, climate change, by identifying, nurturing and sharing more effective, proven, measurable solutions by working collaboratively with Member State partners and key stakeholders to collectively drive the following innovative programs:

4.2 RELIEVE POVERTY

Relieve poverty of food, water and shelter by:

- reducing and closing the gaps of inequities of poverty by establishing centralized conscience communities, humanitarian aid and relief throughout Aotearoha to enable Mahitahi Hapū Co-operatives to develop affordable papakainga (homes) led for and by the communities and global Member States.
- develop community projects such as horticultural, organic traditional marakai (communal horticultural gardens) produce (fruit and vegetables) with a long-term view of being self-sufficient, interdependent and to promote and improve healthy clean living.
- Support coordinated efforts to transform the most) vulnerable lives of ethnic minorities of children, youth, women, men, the disabled and their families with life changing essentials, clean water, sanitation, education, health care and hope.

4.3 <u>CONSERVATION AND ENVIRONMENTAL DEVELOPMENT</u>

Promote, restore, protect and conserve cultural, historical sites of significance relevant to Indigenous

a) integrating conservation and environmental practices by developing a cultural framework.

b) protection, preservation and conservation of spiritual, historical sites of significance, use of land with a long-term view to establish and create sustainable agricultural-horticultural-aquafarming development.

c) promote, protect, conserve natural ngā taonga tuku iho natural, environmental and conservational resources.

d) promote key objective that recognizes and meets the aims, aspirations and cultural differences of minority groups and their families including individuals with disabilities; to empower, support, build and strengthen stronger, resilient healthier communities; to improve and enhance physical and mental well-being and create long-term sustainable, positive impacts for isolated, rural and local communities.

4.4 <u>ADVANCE KINGDOM OF GOD</u>

To promote and advance the Kingdom of God

a) To implement the Restoration Plan – in accordance with the Te Ture Tangata of the Kingdom of Io.

b) To promote, advance and lead Indigenous Communities into the new world of Love and Kingdom of Io through goodwill, cooperation and international relationships.

4.5 <u>RECOGNITION OF COMMUNITY NEEDS</u>

In recognizing the needs, well-being, aims, aspirations and cultural differences of Ethnic Minority Communities, Women and Individuals with Special, Mental Health needs and disabilities propose too:

a) Co-ordinate and work closely with existing primary health care providers, government agencies, non-government organizations, private charitable groups, cooperatives to address and enhance the health and wellbeing of communities.

b) Establish a community-based alcohol and drug counselling and assessment support services for young persons, their whānau/families and adults who are experiencing or are suffering from alcohol or drug related addictions and or issues.

c) Address and improve the lack of equity in participation, access to and distribution of resources and provisions in delivery of services to address disparities, barriers and improve access to services.

d) To deliver culturally appropriate approaches to health care and outreach services.

e) To ensure disadvantaged populations receive appropriate health treatment care and plans and provide easier access to programs to reduce, minimize use of alcohol and drug related risks, harm and associated inequalities experienced as a result.

f) Achieve desirable, positive results to improve better quality of social, economic and cultural outcomes etc.

g) To become a central key player in the provision and delivery of free of health care services, treatment and care for all indigenous and hard to reach communities.

h) To become a strong advocate and voice on behalf of the communities to stop and ban the manufacturing, sale and possession of all illegal substances.

i) To promote and advocate for the community at a local, regional, national and international level.

j) To build and strengthen relationships among vulnerable children and young person's their families, enhance strong relationships with the wider community, including other service providers, schools and government agencies.

k) To reduce the impact of alcohol and drug related harm and abuse.

l) Enhance rangatiratanga (self-independence) and produce long-term sustainable positive solutions to support and strengthen family relationships and communities.

m) Empower, encourage and build resilient communities.

n) Develop benchmarks to identify the socio-economic status of communities involved and provide a baseline to measure changes in communities and successes against in order to achieve tangible outcomes.

o) Develop a data base of clients utilizing services in order to determine key outcomes for statistical purposes in order to develop research and workforce plan development.

p) Conducive to meeting the needs of the community must also be consistent with the charitable mission statements, visions, purposes, goals and key objectives.

WHĀNAU ORA-HEALTH AND WELL-BEING

4.6 <u>UNIVERSAL ACCESS TO HEALTH AND WELLBEING</u>

a) Research to provide, improve and strengthen greater access to temporary medical health care during times of crisis, famine, disasters and emergencies.

b) Improve equitable outcomes in the management of Menstrual Hygiene for Woman and Young women where humanitarian crisis and emergencies impacted by disasters, famine and war.

c) Partner and collaborate with Government and NGO (Public and Private) to improve access to regular Health and wellbeing checks and treatments for communities affected by crisis, disasters, famine and emergencies.

d) Develop well documented policies and procedures to support the referral process and clinical pathway, networking agencies and referral basis to address

the high rates of suicide amongst the Youth including, the misuse of alcohol and drug addictions and improve access to regular Health and wellbeing checks and treatment for all State-Federal and International communities.

e) Provide effective strategies, treatment plans, rehabilitation in accordance with proven cultural practices.

f) Improve physical and mental well-being of children and young people.

g) Produce long-term sustainable positive solutions to support and strengthen children, youth, their families and Indigenous communities.

h) Minimize and decrease serious and persistent re-offending for high-risk young people.

i) Formulate, develop and implement well documented policies and procedures to support the referral process and clinical pathways to support the Mental Health and Wellbeing of communities at risk.

4.7 CHILD-YOUTH-THEIR FAMILIES AND WOMAN

a) Develop mechanism to promote and protect children and young persons from child labour, physical abuse and harm, child trafficking, forced marriages, prostitution and pedophilia.

b) Promote and protect indigenous women's rights by immobilizing and strengthening communities, raising awareness to speak up without fear or retribution to report domestic violence, abuse, harm, exploitation and forced marriages.

c) Collaborate and work with community service providers to address and reduce alcohol and drug related harm, enhance and improve joint youth initiatives focusing on the best outcomes for youth and their families.

d) At an earlier stage or prevention strategies, support the development of effective intervention plans for our young offenders.

e) Strengthen case management by actively engaging in the planning of rehabilitation and reintegration of young offenders.

f) Provide a multi-disciplinary approach when interacting with vulnerable people to improve public safety, minimize and decrease serious and persistent re-offending for high-risk young people.

e) To take a proactive and positive role in facilitating, advocating, coordinating and providing leadership and one to one mentoring to develop and enhance long-term personal goals, increase self-esteem, confidence, respect for authority figures, positive decision-making and participation to re-engage in education and or further training in collaboration with key network providers where required.

f) Capacity to deliver on key community wellbeing outcomes and role of driving key projects in response to identified issues.

g) Improve physical and mental well-being of children and young persons.

4.8 YOUTH LEADERSHIP MENTORING PROGRAMMES

a) Develop Youth Leadership Program – program of workshops with young people in collaboration with key networks, Charitable Organizations (both local/regional and international) government and non-government agencies.

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b) To establish facilities, a community hub where vulnerable, disadvantaged youth aged 12 years and up has access to a safe and healthy environment to participate in controlled, managed, community led activities and or programs.

c) To provide opportunities for youth to use their assets, strengths and skills by encouraging and enabling local youth to play a part in shaping and developing positive activities and or programs with support to take on leadership roles within the community.

d) Create supportive and enriching environments for all young people that will lead to positive outcomes as well as reducing negative outcomes.

e) Proactively encourage volunteerism and ideally have a volunteer and worker base drawn from local communities and shared outcomes and local data.

f) Encourage young people to participate in planning and running key activities and look to mentoring long term and be willing and prepared to go the extra mile.

g) Build positive, sustainable social networks.

h) Foster active local networks which are positive and non-competitive.

i) Respecting and valuing community diversity.

j) Carry out regular assessment and evaluation of proposed programs to determine whether any adjustments are needed to ensure continued requirements of funding are consistently met.

k) Create a safe and healthy environment with set procedures and policies to ensure management of risks and safety of staff and youth meets required legislative standards in terms of occupational safety and health ("OSH") procedures and or processes.

4.9 EMPLOYMENT TRAINING PROGRAMMES/ACTIVITIES

In recognition of the aims, aspirations and cultural differences of international, ethnic minority groups and individuals with disabilities shall develop a global network and data base by utilizing services in order to determine key outcomes (for statistical purposes) in order to establish, research and implement a workforce plan development around conscience community groups:

a) Build Capacity.

b) Base Workforce Development on Research and;

c) Enhance chosen Career Pathways, Trade training and Apprenticeships.

d) Form equitable partnerships by developing strategic, equitable partnerships; force development will be achieved by activities in the following key areas.

e) Collaboration.

f) Education and training.

g) Leadership.

h) Legislation and policy.

i) Organizational development.

j) Recruitment and retention.

k) Research and evaluation/Resources.

In addition, the following values will be incorporated in all workforce activities and initiatives with priorities identified as the following:

- Partner with new employers to forge new opportunities for work with a key focus in targeting specific groups in particularly youth and long-term

unemployed beneficiaries to develop and enhance personal skills to meet and align with employment requirements; this includes CV writing etc.

- Provide one to one mentoring and on-going support to assist with improving communication written and oral skills to increase self-esteem and boost self-confidence by facilitating workshops and or programs.
- Provide one to one mentoring and support to assist individuals who wish to pursue further education and or training, including, where required, information in how to apply for appropriate financial assistance such as scholarships, student allowance/loans to support chosen pathway of study.
- Network and collaborate with key education/tertiary providers and set-up open days to promote and encourage tertiary and trade training opportunities, this includes but not limited to Armed Services and other providers where possible.
- Encouraging participation of young people in all activities and initiatives that is interesting, interactive, engaging, diverse and flexible.
- A respect for diversity of young people.
- Encouragement of employment and business growth.
- Increase capital value of asset base.
- To improve the health and wellbeing of young people.
- Provide on-site driving lessons and assistance with drivers licensing, tracks and rollers to secure and enter into sustained employment.
- Partner with new employers to forge new opportunities for work with a key focus in targeting specific groups in particularly youth and long-term unemployed beneficiaries to increase skills and gain long-term sustainable employment.
- Develop and provide regular, financial management programs, MYOB and budgeting advice.
- Provide advice to support with Housing and empower individuals to understand legislative requirements of Tenancy rights/issues where appropriate.
- Develop and set-up seminars with Inland Revenue to deliver seminars and to provide information to assist individuals with a range of services such as, Tax provisions.

Provide opportunities for individuals who wish to pursue a Diploma or gain a certificate with the relevant qualifications in the following Programmes:

c) Alcohol and Drug Counselling.
d) Youth Work.
e) Mental Health and Social Work
f) Management Business and Administration.
g) Information and Technologies.
h) Trade Training.

5. <u>EXERCISE OF POWER</u>

In fulfilling exercise of power established by general principles of law, a fiduciary duty to carry out the following:

a) To implement and give effect to the overall key objectives and purposes set out in section 1.8-1.16 of this Deed of Trust.
b) To seek, raise, accept and receive donations, subsidies, grants, endowments, gifts, legacies and bequests either in money or in kind or partly in money or

partly in kind to achieve all of the key objectives and purposes approved and implemented by the of Trustees.

c) To facilitate and or enter into any contracts or other arrangements with any individuals or body as determined by the Board of Trustees.

d) To borrow, raise or secure the payment of money for the purposes in fulfilling the key objectives of the Trust in a manner and on such terms as the Board of Trustees may or consider appropriate.

e) To buy, hire, lease, sell, exchange, rent and or mortgage any of the Trusts property land or personal property.

f) To obtain valuation and invest surplus funds as permitted by general principles of law for the purposes of capacity building and investment of Trust upon such terms as determined by the Board of Trustees.

g) To purchase, erect, build, take on lease or otherwise obtain the use or occupation of and to manage, extend, improve, develop, alter, modify, pull down, demolish, maintain and repair and to sell, exchange, let, lease, or otherwise dispose of real and personal property of every description where appropriate.

h) In conserving, protecting, sustaining and preserving of Trusts assets, property, estate and or resources may where appropriate use funds to repair, maintenance, renovations and or improvements if required.

i) The employment or contract of professional advisers, agents, officers to be reasonably remunerated for the purposes to act as agents on behalf of the Trust only including the employment and hiring of qualified staff and or personnel that the Board of Trustees may consider necessary.

j) To pay or reimburse all proper expenses (to themselves or to others) incurred during the course of exercise of duties in setting up and managing the Trust.

k) To reimburse the Trustees for any costs or expenses incurred in the course of exercise of power as Trustee in the hiring or appointment as stated above.

l) Delegate their powers to another person (by a Deed of granting a power of attorney) only and if in circumstances where a Trustee is absent, on leave, out of the country or physically incapable for a period of a time due to sickness etc.

m) To determine from time to time the amount which is to be made available for distribution out of the income or the capital of the Trust Fund or out of both the income and the capital to pay or apply that amount to further fulfil key objectives and purposes set under the Deed of Trust.

n) To carry on any business and or activities as determined by the Board of Trustees.

o) To institute, initiate, or take and to defend, compromise, or abandon legal proceedings involving the property or affairs of the Trust.

p) Subject to these Rules the Board of Trustees shall exercise all or any of the powers as required in accordance with the provisions of any statutory Law, modification, variation or re-enactment thereof.

q) Any changes to the rules and powers of the Trust will require a resolution from all Board of Trustees, outlining in detail, any amendments to rules and powers of the Trust must and can-not be detached from the overall key purposes set-out under the Deed of Trust and if a conflict of interest is found between the Trustee Act and what's stated in the Trust Deed, the Act will prevail.

r) Any amendments to rules must be signed and duplicated by at least three members and filed with the registrar along with a copy of resolution of minutes where members agreed with changes.

s) Must include a statutory declaration made by a member to be filed and witnessed by a lawyer and or registrar of the Court to confirm changes as required in accordance with the rules stated in this Deed of Trust.

5.1 INCORPORATION OF TRUST

The Trustees are empowered to seek incorporation in accordance with the provisions of the California Code of Regulations-Title 11: Division 1. Regulations adopted in pursuant to the Supervision of Trustees and Fundraisers for Charitable Purposes Act. § 300. Initial Registration-Initial Registration ss300 in order to achieve or advance the purposes of the Trust but without limiting any of their powers under this Deed.

5.2 MEANINING TO ACHIEVING PURPOSES

The Trustees may, in order to achieve or advance the purposes of this Trust but without limiting any of their powers under this Deed or generally:

a) Raise funds as needed to advance the Trust's charitable purposes.

b) Invest in and develop its governance capacity, including training, third-party monitoring (such as auditing) and other activities needed to ensure the Trusts ability to fulfil its moral and legal obligations and its ability to maintain the connection between the community and the people it serves.

c) Undertake such other activities as the Trustees determine from time to time will achieve or advance the charitable purposes of the Trust.

d) All purposes carried out by this Trust must be charitable and within the defined meaning and interpretation in accordance with general principles of law from time to time including any persons who do-not qualify as being charitable shall be deemed to have being removed or deleted from this Trust Office.

5.3 NO LIMITATIONS-INTERNATIONAL COOPERATIONS AND RELATIONS

The TRUST is NOT limited to Aotearoha, New Zealand and shall be wholly or mainly to charitable purposes with a long-term view to extend its, vision, and purposes international Member States by extending humanitarian aid, relief and funding to vulnerable, cross border, global ethnic communities.

5.4 APPOINTMENT OF BOARD OF TRUSTEES

In accordance with this Deed, a Trustee shall be duly elected and appointed to the Board of office will consist of no more than fifteen members only.

a) The Initial Trustees are the signatories to this Deed.

5.5 TERMS OF APPOINTMENT

To ensure appropriate regulation in appointment of Officers is adhered to in accordance with the rules set out in this Deed, the terms of appointment shall be made in accordance with the following:

a) Trustees duly appointed at an Annual General Meeting shall serve for a term of three years. For the purposes of this clause, an Annual General Meeting will be deemed one year to the next Annual General Meeting of the Trust.

b) The Trustees may at any time appoint additional Trustees to serve for a term no more than three years provided that the total numbers of Trustees do-not exceed the maximum number permitted under this Deed.

c) Casual vacancies created by retirement, death or otherwise shall be filled by the remaining Trustees by appointment provided that an appointment made to

replace a Trustee whose term has not expired shall be for the remainder of that term only.

d) Any Appointment of Trustees will be conducted by a motion decided and by two thirds majority of votes.

e) Pre-requisites in appointment of Trustees in any circumstances, shall demonstrate a strong commitment to fulfil the key objectives and charitable purposes set-out in Part 1, clause 1.10.

(In addition to the following key attributes shall be determined by their skill, expertise, profession, standing in community and or other qualification as determined by the Board of Trustees.

5.6 EXERCISE OF POWER

In exercising key responsibilities as required in accordance with general principles of law, management and administration of Trust property shall be vested in the Board of Trustees and operate in accordance with the rules stated in this Deed, this includes:

a) The Board may exercise all or any of the powers of the Trust as set out in this Deed or otherwise conferred by law.

b) A fiduciary duty to act in good faith and in the best interests of the Trust and not unreasonably obstructs or restrains the progress of key objectives and purposes set out in this Deed of Trust.

c) An obligation to exercise power in accordance with the charitable purposes of this Trust.

d) A commitment to act in accordance with the rules, overall key objectives and charitable purposes to ensure management and administrative functions of the Trust are carried out in the upmost professional manner.

e) Ensure that in exercise duties of power, the Trustees must not place the Trust at a financial risk or loss to creditors or incur an obligation that the Trust can-not fulfil.

f) Take absolute reasonable care in exercise of duties and ensure all members of the Board clearly understand that as officers of the Trust, do-not expect to profit or personally gain from their position as Board of Trustees.

In addition to all the powers vested in the Trust by law, the Trustees are responsible to ensure that:

- All funds held by the Trust are sustainable now into the future.
- An absolute discretion to act on such terms as the Trustees think fit.
- Exercise of power and authority is subject to the Trustees observing in accordance with clause 6.2 any restriction, obligation and or Trust applying to part of the Trust Fund. (Refer to requirement of Trustees to observe rules of Trust Funds).
- A commitment to exercise due diligence and prudence to effectively manage and protect the Trust's assets and resources now and into the future.
- Comply with the rules set out under this Deed unless the Deed or Courts itself allows the Trustees to do so.
- Keep an accurate account of all property held by the Trust.
- Be impartial, professional in exercise of duties towards key stakeholders, beneficiaries.

- Not to be in a position that may create a conflict of interest where personal interests may conflict with their duties as Trustees.
- Must be familiar with and understand the terms set out in the Deed including any property held by the Trust, role and descriptions of previous Trustees.
- Must act unanimously in making decisions regarding any property, assets and or resources held by the Trust unless otherwise stated in the Deed of Trust allows for a majority of decisions shall be binding will apply.
- Must act personally and not delegate responsibilities [unless explicitly stated otherwise and where expert advice and or consultation are required] or where delegation of duties is permitted in accordance with provisions set out under the "Power of Trustees".
- Must not act inconsistent or contrary to the purposes set out in this Deed.
- Must not release or use confidential information regarding the Board, clients and or key stakeholders.
- Shall be responsible for monitoring the performance of the Executive and to ensure that the Executive are meeting their milestones as required under this Deed.

5.7 <u>PRINCIPAL KEY FUNCTIONS</u>

The TRUST shall fulfil its principal key functions in accordance with the appropriate regulation of governing rules and terms shall:

a) Achieve the Organizations long-term vision and future strategic plans for the purposes of accomplishing defined, clear key set outcomes beneficial to the needs and well-being of the Community.

b) Formulate, develop and implement robust, financial policies, systems, procedures and accounting practices to effectively manage in accordance with legislative requirements and provisions.

c) Appointment of Senior Management to execute and implement structures, systems, policies, business, service planning are effectively managed and well-aligned to the Organization's strategic direction and set standards in the day-today administration and operations of the following:

d) Human Resources.

e) Capacity Building

f) Financial Systems, Auditing and Programmes.

g) Workforce Development across all Primary Industries.

h) Employment Training Programmes-Apprenticeships).

i) Quality Management.

j) Risk Management.

k) Information Technology.

l) Service Delivery and Reporting.

m) Business Continuity.

n) Collaborate and establish enduring, working relationships with umbrella group, funders, government, non-government agencies, private organisations, Hapū Cooperatives.

5.8 <u>PROCEEDINGS OF ANNUAL GENERAL MEETING</u>

The Trustees will hold an Annual General Meeting within four (4) months at the end of the Trust's financial year to facilitate and convey the following:

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a) Consider, review and approve annual reports.
b) Consider, review and approve audit reports.
c) Review policies and operations.
d) Re-elect a Chairperson, review appointments to the Executive etc.
e) Consider other business where appropriate.
f) The Trustees shall meet at such times and places as they determine and shall elect a Chairperson from amongst their members at their first meeting and at every subsequent Annual General Meeting following the period ending of 12 moths.
g) The Trustees may from time to time amend such rules to regulate the conduct of meetings as they may deem desirable but shall not be inconsistent with the terms of reference contained in this Deed.
h) The Chairperson shall preside at all meetings of the Trustees at which she or he is present. In the absence of the Chairperson from any meeting, the Trustees present shall appoint one of their members to preside at that meeting only.
i) No business shall be transacted at any meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum shall form a majority of Trustees.
j) All questions before the Trustees shall be decided by consensus. However, where a consensus decision cannot be reached on a question, it shall, unless otherwise specified in this deed, be put as a motion to be decided by a majority of votes. If the voting is tied, the motion shall be lost.
k) Any meeting of the Trustees may be held by telephone or video conference.

5.9 <u>NOTICES (ORDINARY AND SPECIAL MEETINGS)</u>

Where ordinary meetings are conveyed, notice shall be given by any reasonable means no later than 7 days prior to the day of meeting.

a) Where Special meetings are conveyed, notice shall be given by any reasonable means no later than 3 working days prior to the day of the meeting unless otherwise stated.
b) Only the appointed Executive Secretary of the Board shall have the authority to give notice.
c) Any materials required for the proper decision-making procedures must be received by all Board members no less than three working days before the scheduled (Ordinary) meeting.

5.10 <u>RESOLUTION OF MINUTES</u>

The following sets out rules in the regulation of resolutions and transactions of Minutes of the TRUST:

a) All resolutions and transactions are to be unanimously agreed, approved and passed and ratified by the Board of Trustees at a duly notified meeting/hui.
b) All resolutions of minutes shall accurately be recorded in meetings, including amendments and dissentions.
c) The Board of Trustees shall convene regular or if and where appropriate, quarterly meetings/hui for the purposes of updating and informing key stakeholders, umbrella organization, operations management, personnel conclusively.
d) Shall convene a Hui/meeting once a month unless otherwise notified.

e) In the absence where the Chairperson is more than 15 minutes late; Board of Trustees members present shall nominate and appoint an interim Chairperson for the presiding meeting only.

5.11 <u>QUORUM, VOTING RIGHTS AND PROCEDURES</u>

In the absence of the where the Chairperson is more than 15 minutes late the Board of Trustees present shall nominate and appoint an interim Chairperson for the presiding meeting only.

a) The TRUST shall convene a meeting/hui once a month unless otherwise notified a quorum of at least three members is required before any resolutions can be unanimously passed and ratified.

b) Any member of the Board of Trustee may speak to any proposed resolution.

c) Voting rights are restricted to the Board of Trustees members only.

d) Only one vote per member of the Board of Trustee (or that member's duly (authorized representative) per resolution shall apply this includes in circumstances where:

- Chairperson has casting vote to determine vote of any resolution.
- A vote by proxy is valid only and if where the proxy is a member of the Board of Trustees.
- Notice of proxy must be received by the Chairperson prior to the convening of meeting before a resolution is passed.
- The notice must state the nature of that particular meeting for which the proxy vote is to be exercised.

e) Before a vote can be called by the Chairperson all proposed resolutions must be moved and seconded.

f) Only Board of Trustees can move or second a resolution.

g) Resolutions of the Board must be passed by a unanimous majority of decisions.

5.12 <u>MEMBERSHIP</u>

The TRUST may at their discretion:

a) Invite persons, firms and or corporations who wish to support or take an interest in the purposes of the Trust to become members.

b) Establish different classes of memberships.

c) Fix and charge membership fees (including joining fees and subscriptions) for members of each class of members where appropriate.

d) Call members meetings.

e) Subject to clause 2.2 a-b confer membership rights on members and.

f) Issue membership certificates or other evidence of membership.

g) Shall maintain a register of all members.

Schedule "A" sets out a list of TRUST members as at the date of execution of this Deed of Trust.

5.13 <u>TERMS OF MEMBERSHIP</u>

All members shall actively promote the purposes of the Trust and shall not under any circumstances, bring the Trust into any disrepute and or conflict of interest

a) Membership shall not confer on any member the right to receive any of income or capitals held by the Trusts Funds or furthermore, control the exercise of powers of Trustees No member of the Trust or any person associated with a member of the Trust may determine or materially influence and decision of the Trustees relating to:

b) The payment of any income held by the Trusts Funds or on behalf of an associated person; or

c) The conferring of any benefit or advantage on, or on behalf of that member or associated persons.

d) Any such income paid, or benefit or advantage conferred, may be used to advance the charitable purposes of the Trust is reasonable, relative and equivalent to open market value only.

6. COMPOSITION OF GOVERNANCE ENTITY

The TRUST shall have a Governance entity and a Management Committee once all appointments of International Member States of up to 15 and more are fully established shall:

a) Ensure that the appointment of the following officers of Chair, Secretary and Treasurer are expected and required to consistently act with the functions and powers constituted under the rules set-out under this Deed.

b) The Management Committee shall be known as the TRUST Executive ("the Executive").

c) TRUST Executive shall be duly elected in accordance with the governing rules set-out in this Deed of Trust and will serve for a term of 12 months after which a re-election of officers will be appointed through resolution immediately following an Annual General Meeting in accordance with the governing rules set-out in this Deed.

d) The remaining members shall form the GOVERNANCE".

6.1 ROLE OF CHAIRMAN

In fulfilling the principal role and duties as appointed Chairperson ("Chairperson") of the TRUST he/she will be expected to carry out the following:

a) Requires diplomacy and high levels of leadership skills:

b) Ensures the proper functioning of meetings and all relevant matters are facilitated in an effective, orderly manner.

c) Ensures appropriate set policies and procedures in the management of the TRUST is carried out in accordance with the governing rules of this Deed of Trust.

d) Is required to act externally outside as representation of the Trust in close collaboration with, staff, government and non-government agencies, private charitable organisations, cooperatives and other Trust Boards (State-Federal and International) when required.

e) Provides on-going support, direction and comprehensive advice to the Chief Executive Officer and Chief Financial officer at all times.

f) Regularly reviews the performance of the Executive, manages assists process of succession planning such as renewal of and recruitment of committee members when required;

6.2 TERMS OF APPOINMENT ("CHAIRPERSON")

The term of the Chair shall be 12 months unless otherwise stated.

a) The Chairperson maybe removed from Office by resolution of no confidence during that term if and where;

b) A resolution of no confidence shall mean that the Chair is vacated. Where the Office of Chairperson is vacant the TRUST shall conduct an election process at

a duly notified meeting/hui to re-appoint a Chairperson to serve the remaining term only.

6.3 <u>ROLE OF SECRETARY</u>

The principal key function and role of the "Secretary" ("Secretary") is to carry out the following:

a) Performs all administrative duties where required.
b) Supports and liaises with the Chairperson to plan meetings/hui.
c) Receives agenda items from Executive committee members.
d) Distributes Agenda and reports and approved resolution of minutes when required.
e) Ensures agreed actions of the Executive are met and carried within agreed timeframe where required.
f) Ensures meeting/hui are effective, well organized.
g) Is required to ensure that all resolutions of minutes are accurately recorded and distributed to members of the Executive one week prior to scheduled meeting/hui.
h) Maintains an up-to-date register of contact details of Executive Members.
i) Maintains an accurate record of all activities.
j) Keeps a record of diary of future activities.
k) Acts as the custodian to hold the common seal on behalf of the Trust.
l) Checks to ensure quorum ids present at meetings/hui.
m) Ensures elections of officers are facilitated in accordance with the governing rules set out under this Deed of Trust.
n) Ensures the activities of the Executive meets and exceeds the overall key objectives and charitable purposes of the Trust is achieved.
o) Ensures that the charity purposes of the Trust adhere to relevant provisions and legislative requirements.
p) Ensures the Executive meets provisions of legislative requirements.

6.4 <u>TERMS OF APPOINTMENT ("SECRETARY")</u>

The elected Secretary shall serve for a term of 12 months unless otherwise stated maybe removed from Office by resolution of no confidence in circumstances where:

a) A resolution of no confidence shall mean that the position of Secretary is vacated.
b) THE TRUST shall conduct an election process at a duly notified meeting/hui to re-appoint a Secretary to serve the remaining term only.

6.5 <u>GOVERNING RULES (AND THEIR AMENDMENTS)</u>

Rules for the Governance and regulation of the TRUST Executive business shall include the following:

a) A fiduciary duty of the Board of Trustees to act in good faith, promote equality (fairness), transparency (honesty) and accountability.
b) Maintain relationships and respect within the constituents and members of the TRUST.
c) To identify, reduce and manage risks and conflict of interests.
d) To attain and achieve the realisation and visions of goals.
e) To encourage thoughtful deliberation incorporating a diversity and respect of viewpoints.

f) To lead and make decisions in accordance to the mission, long-term vision, key objectives and purposes of the TRUST.

g) To strive for consensus of opinion in the decision-making process.

h) To work together as a collective incorporating mutual support and good humor.

i) To seek out advice, wisdom and experience when appropriate.

j) Amendments to the rules may be made by resolution at an Executive meeting/hui of the Trust in accordance with the general rules to unanimously pass and ratify resolutions.

k) Ultimately commit to excellence in Governance, including the implementation of regular monitoring, assessing and improving performance through annual & monthly Cluster meetings/hui.

6.6 CODE OF CONDUCT

In addition to fulfilling exercise of duties, the Board of Trustees (including the employment of external advisors such as Legal Counsel, Accountant and or Consultants etc. shall:

a) Shall respect and act in good faith towards each other.

b) Threatening or abusive conduct will and shall not be tolerated.

c) Allegations of and or breach of code of conduct may be dealt with in accordance with the Dispute Resolution process outlined in this Deed of Trust.

d) Amendments to the rules of code of conduct may be made by resolution at a meeting/hui shall be made in accordance with the general rules to unanimously pass and ratify resolutions.

6.7 POWER TO DELEGATE

The Trustees may from time to time, appoint any committee and may delegate in writing any of their powers and duties to any such committee or to any persons and or a committee of person as the case may be, shall without confirmation by the Trustees, exercise or perform the delegated powers or duties in a manner with the same effect as the Trustees themselves could have exercised or performed.

6.8 DELEGATE BOUND

Any committee or person to whom the Trustees have delegated powers or duties shall be bound by the Charitable terms of this Trust including any other terms or conditions of delegation set out by the Trustees.

6.9 DELEGATION REVOCABLE

Every such delegation shall be revocable by the Trustees discretion and no further such delegation shall prevent the exercise of any power or the performance of any duty by the Trustees.

6.10 DELEGATE NEED NOT BE A TRUSTEE

It shall not be necessary that any person who is appointed to be a member of any such committee or to whom any such delegation is made be a Trustee.

6.11 POWER TO DELEGATE OR ESTABLISH SUB-COMMITTEES

The Trustees may, from time to time, appoint any committee and may delegate any of their powers and duties to any such committee or to any person, and the committee or person, as the case may be, may without confirmation by the Trustees exercise or perform the delegated powers or duties in like manner and with the same effect as the Trustees could themselves have exercised or performed them.

a) Any committee or person to whom the Trustees have delegated powers or duties shall be bound by the charitable terms of the Trust.

b) Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Trustees.

c) It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a Trustee.

INTERNAL FINANCIAL-AUDITING AND REPORTING PROCESSES

7. END OF FINANCIAL YEAR

The financial year of the TRUST shall be 1st of April to the 31st of March the following year.

7.1 APPOINTMEMENT OF TREASURER

In accordance with the General Election and voting procedures, the TRUST may elect, appoint and or remove a Treasurer.

a) Required to serve a minimum of a term of 3 years following an Annual General Meeting after which position will become vacant and re-election of position will become available.

b) Appointment shall not be a member of the Executive.

c) Is responsible to ensure strong, robust and transparent financial systems and procedures are consistently aligned with best practices and relevant legislative requirements.

d) Is required to provide financial records by way of financial reports every six months.

e) Required to administer the bank account in an accurate and appropriate manner.

f) Must work closely with members of the Executive to safeguard the finances of the TRUST.

g) Be ultimately responsible to ensure finances are appropriately managed and is aligned at all levels within the organisation.

h) Ensures funds are used in accordance with rules set out in this Deed.

i) Ensures use of funds complies with standards of funding requirements.

j) Ensures use of funds complies with provisions of legislative requirements.

k) Advises on financial policies and implications of continuing on-going or new activities.

a) Prepares accounts and reports for auditing.

b) Implements mechanisms and stringent procedures to control and monitor financial management of funds.

c) Manages the selection of appointed Auditor where required.

d) May approve a petty cash system to be managed in liaison with the

7.2 FINANCIAL PLANNING

a) Advises in areas of financial planning.

b) Prepares budgets for work and special projects in consultation with appropriate staff and funding.

c) Presents budgets to the Executive foe consideration and approval.

d) Ensures accurate records of actual income and expenditure are maintained and compare with budgeted income and expenditure and adjusted to meet financial forecasts where appropriate.

7.3 FINANCIAL REPORTING

Prepares up to date and accurate account of financial reports and presents to Executive to consider, review and approve when required[3].

a) Ensures Organization is adequately insured and policies of cover are regularly reviewed and premiums are competitive.

b) Maintain an appropriate system for payment and recording of salaries including provisions of Tax, ACC levies and appropriate provisions for retirement meets legal requirements.

c) Reviews services of Organization and recommends appointment following an AGM.

d) Ensures Auditor provides adequate level of advice with regards to financial management and operations of the Trust is clearly defined and setout prior to selection.

e) Ensures end of year accounts prepared by the Auditor complies with proper accounting practices and legislative requirements.

7.4 BANKING/BOOK KEEPING AND RECORD KEEPING

Are responsible in advising process of selecting a Bank and or financial institution.

a) Advises what type of Bank account best fits the organization of the Trust and prepares information for the Executive to consider, review and approve.

b) Serves as a signatory for the organizations Bank Account.

c) Ensures proper systems for receiving and paying out cash and cheques.

d) Sets up appropriate book-keeping and petty cash systems to ensure documentation is accurately recorded and maintained.

e) Ensures membership subscriptions are collected and properly documented.

f) Ensures receipts are issued in cases where money is received by the Trust.

g) Ensures all income including cash is paid into the Bank.

h) Ensures all bills are paid on time before the due dates as required.

i) Ensures those responsible in handling cash keep a proper account of records and documentation.

7.5 INTERNAL CONTROL AND MONITORING

Maintains proper control of fixed assets (equipment, vehicles, buildings, materials, supplies, goods and other property owned by the Trust).

a) Ensures proper records of materials and supplies required.

b) Ensures systems for stock control and re-orders are kept up to date and accurately documented.

c) Ensures proper record of all equipment, vehicles, building and or properties owned by the Trust are documented, including details of date of purchase, supplier valuation, model and serial number are maintained and kept up to date.

[3] California Code of Regulations: Title 11-Division 1. Chapter 4: Regulations adopted in pursuant to the Supervision of Trustees and Fundraisers for Charitable Purposes Act ss301. Periodic Written Reports. Except as otherwise provided in the Act, every charitable corporation, unincorporated association, trustee, or other person subject to the reporting requirements of the Act shall also file with the Attorney General periodic written reports, under penalty of perjury, setting forth information as to the nature of the assets held for charitable purposes and the administration thereof by such corporation, unincorporated association, trustee, or other person. Except as otherwise provided in these regulations, the following reports must be filed with the Registry of Charitable Trusts annually by all registrants: (1) the Annual Registration Renewal Fee Report, ("Form RRF-1" Rev09/2017), hereby incorporated by reference, which must be filed with the Registry of Charitable Trusts annually by all registered charities and (2) Internal Revenue Service Form 990, 990-PF, 990-EZ, or 1120, together with all attachments and schedules as Page 3 of 10 applicable, in the same form as filed with the Internal Revenue Service. At the time of filing the annual renewal of registration form (Form RRF-1), the registrant must submit a fee, as set forth in section 311.

d) Keeps proper financial records relating to property (buildings/land) such as rent and or lease arrangements are met and paid by required by due date.

e) Ensures necessary insurance cover and or premiums are paid on time and kept up to date where required.

7.6 <u>FINANCIAL SYSTEMS</u>

In addition to general duties, the Finance Committee are duly responsible and expected to ensure financial systems:

a) Enable accountability and transparency.

b) Produces effective auditing and

c) Ensures proper delegation and segregation of overlapping of duties and responsibilities.

7.7 <u>CONTRACT SERVICES OF A CHARTERED ACCOUNTANT</u>

In addition to strong, robust, transparent financial management systems, shall contract the services of a Chartered Accountant who will be expected to carry out the following:

a) Ensure financial functions set out in clause 7:3 – 7:15 is effectively managed in accordance with policies, set standards and procedures.

b) Oversees and presents budgets, accounts and financial statements.

c) Liaise and co-ordinate with designated staff with regards to any financial matters.

d) Ensures appropriate financial systems and controls are in place.

e) Is required to keep accurate accounts to meet funding standards.

f) Ensure compliance with relevant legislative requirements is met.

7.8 <u>FINANCIAL STRATEGIC PLAN</u>

Works closely with the Board to develop, implement appropriate fundraising strategies.

a) Ensures use of funds complies with set standards and requirements of funders.

b) Ensures fundraising meets relevant legislative requirements and is controlled through effective financial systems and procedures.

c) Ensures effective monitoring and reporting procedures meet relevant requirements.

7.9 <u>MANAGEMENT OF FINANCIAL PLANNING AND BUDGETING</u>

Prepares and presents Budget for new and or on-going work.

- Advises on financial implications of strategic and operational plans.
- Presents draft/revised financial forecasts based on actual costs.

Presents regular reports on the TRUST's financial position.

- Prepares accounts for auditing and works closely with appointed Auditor when required.
- Prepares accounts for auditing and works in closely with appointed Auditor as required.
- Prepares and presents accounts to AGM.
- Advises on the TRUST's reserves and investment policies.

Manages Bank Accounts in liaison with the Treasurer to establish appropriate systems for bookkeeping, payments, lodgments and petty cash.

- Ensures responsibility of Treasurer effectively manages and keeps an accurate

In addition to fulfilling general duties and role shall:

- Control, monitor, reviews and manages fixed assets and stock owned by the Trust.
- Controls, monitors, reviews and effectively manages proper records of materials and supplies held by the TRUST are accurately documented and maintained.
- Ensure systems for stock control and re-orders are kept up to date, documented and effectively managed.
- Ensures proper management and record of all equipment, vehicles, building and or properties owned by the TRUST are document, including details of date of purchase, supplier, valuation, model and serial number are maintained, kept up to date.
- Ensure proper financial records relating to property (buildings/land) such as rent and or lease arrangements are managed in accordance with terms of agreement.
- Ensures necessary insurance cover and or premiums are paid on time and kept up to date where required.

7.10 <u>BANK ACCOUNT</u>

In accordance with general rules and standard procedures set out in this Deed, are authorised to open a bank Account for the purposes conducting normal operation of Business:

a) The name of the account shall be **"UNITED WORLD TRIBES OF IO FOUNDATION".**

b) To administer its monthly operations and to receive monies from the Treasurer if and when as required.

c) Manage annual accounts and other financial related activities.

d) To prepare, file and provide annual monthly statements and reports.

e) To provide reasonably assurance on the reliability of financial reporting, effectiveness, and efficiency of operations in compliance with relevant legal requirements.

f) To identify suitable accounting package relevant to the management of income and expenditures requirements and accounting standards.

g) To meet each expected costs and expenses of funds received.

h) Identify depreciation of funds when applicable.

i) Administration of Bank Account shall be properly managed by the BOARD.

j) The (3) authorized signatories of the Executive Board will be required at all times shall apply (Chairman-Treasurer and BOT Member.

k) Where withdrawals for payment of general expenses incurred during operations and business of the Trust and;

l) All monies received and paid to the credit in the name of **"UNITED WORLD TRIBES OF IO FOUNDATION"** account.

m) No part of the income and or property shall be paid or transferred directly or indirectly by way of profit or otherwise to any individual and or entity.

n) Actual on-going financial conditions and or activities to achieve short and long-term.

o) In addition to annual budgets, internal reports, long-term financial planning during budget preparation of **"UNITED WORLD TRIBES OF IO FOUNDATION"** will regularly revise budgets and expenditure.

7.11 <u>OPERATIONAL EXPENDITURE</u>

Subject to consideration, review and approval from the Board to utilize a financial system such as Xero to support the business operations of the TRUST.

a) All operational expenditure must be accompanied by an appropriate and suitable cash receipt and docket from the supplier.

7.12 DONATIONS

The TRUST recognises the requirement to give appropriate amounts of Donations from time to time in accordance shall be authorised at the discretion of the BOARD.

a) Details of the reasons for any donations shall be attached to a payment authorisation form and signed by the Executive Board members only unless otherwise stated.

b) Donation of monies shall not exceed more than $300.00.

c) All donations distributed shall be accurately recorded and registered in accordance with set procedures standards approved by the Board.

d) All Donations received shall be given a receipt, documented and registered in accordance with the above[4].

7.13 REMUNERATION AND ALLOWANCES

Subject to consideration, review and approval from the Board, shall authorize remuneration and allowances (actual and reasonable expenses).[5]

a) Subject to available funds, may remunerate a reasonable amount of travelling allowances (by way of petrol vouchers) from time to time.

b) The Executive shall approve all remunerations and allowances provided that such approvals are reported following an Executive Board Meeting.

c) Such approval of remunerations and allowances shall be recorded in the minutes by the appointed Executive Secretary following each scheduled meeting/hui of the Executive.

ADMINISTRATION AND HUMAN RESOURCES

8. PRIMARY KEY FUNCTIONS OF EXECUTIVE

The primary key function of the Executive is to effectively manage the business of the **"UNITED WORLD TRIBES OF IO FOUNDATION"** in addition to fulfilling the mission statement, vision, purposes, goals and key objectives of the "TRUST" shall carry out the following:

a) Establishes and implements the organizations policies, standards and set procedures.

b) A fiduciary duty to consistently act in good faith in the promotion and charitable purposes, key objectives and aims of the TRUSTS interests.

c) A duty to consistently demonstrate good leadership roles.

d) A commitment in focusing to achieving long-term positive, sustainable results.

e) Reviews and monitors the TRUST's 12-month strategic planning to enhance and improve quality management in operation and delivery of core services.

f) Determines, considers and reviews preliminary interim decisions.

g) Required to meet first week every month and sets the Boards agenda prior to scheduled Annual General Meetings.

h) Expected to attend all Board of Trustees Meetings.

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[4] Donor information exempt from public inspection pursuant to Internal Revenue Code section 6104 (d)(3)(A) shall be maintained as confidential by the Attorney General and shall not be disclosed except as follows: (1) In a court or administrative proceeding brought pursuant to the Attorney General's charitable trust enforcement responsibilities; or (2) In response to a search warrant; IRC ss501 (c) (3) states that Tax exemption applies also to "Donors or contributions made to Charity applies".

[5] IBID Employee Benefits associated with Funds may be exempt in pursuant to ss501 (c) (4); ss501 (c) (9) or ss501 (c) (17).

i) A commitment to effectively meet the tasks and objectives set by the TRUST in a timely and economic manner.
j) Manage good working collaborative relationships with key external advisors, government and local and or private charitable organizations.
k) Develop mechanisms to implement effective strategies of succession planning.
l) Ensure effective accountability aims meets the needs and well-being of communities.
m) Operate in accordance with applicable provisions of legislative requirements.
n) Determines recruitment strategy in employment of key personnel.
o) Establish good working relationships and cooperation with personnel embracing the dynamics and spirit of "Kotahitanga" or Unity and other important key stakeholders.
p) Capacity to develop effective strategies to improve and enhance governance.
q) Shall be responsible and held accountable for all actions and decisions of the organization.
r) Determine from time to time, approve set operational expenditure and where applicable, must be accompanied by an appropriate and suitable cash receipt and docket from the supplier, documented, recorded and aligned in accordance with standard financial procedures.
s) Shall ensure all secretarial duties are carried out in an effective and professional capacity.

8.1 <u>EXERCISE OF POWER</u>

In exercising delegated duties on behalf of the Board of Trustees, will operate in accordance with the rules stated in this Deed. In addition to fulfilling the key functions and responsibilities, the Board of Trustees as required in accordance with general principles of shall carry out the following:

a) Must consistently act for the benefit for the Trust within the rules and powers given or vested as appointed Officer or Board".
b) A fiduciary duty to act in good faith and not unreasonably obstruct or restrain the progress of key objectives and purposes set out in this Deed of Trust.
c) A commitment to exercise due diligence and prudence to effectively manage and protect the Trust's assets and resources now and into the future.
d) Comply with the rules set out under this Deed unless the Deed itself allows the Trustees, Courts and or beneficiaries allow to do otherwise.
e) Invest money that's held on behalf of the Trust.
f) Keep an accurate account and record of all property held by the Trust.
g) Be impartial, professional in exercise of duties towards key stakeholders.
h) Not to be in a position that may create a conflict of interest where personal interests may conflict with their duties as Trustees.
i) Must be familiar with and understand the terms set out in the Deed including any property held by the Trust, role and descriptions of previous Trustees.
j) Must act unanimously in making decisions regarding any property, assets and or resources held by the Trust unless otherwise stated in the Deed of Trust allows for majority of decisions shall be binding will apply.
k) Must act personally and not delegate responsibilities [unless explicitly stated otherwise or where expert advice and or consultation are required] or where

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delegation of duties is permitted in accordance with provisions set out under the "Power of Trustees" shall apply.

l) Must not release, disclose and or use confidential information and or details regarding the Board, clients and or key stakeholders for personal pecuniary gain will not be tolerated in any shape or form.

m) A violation and or breach of confidentiality of administration, management and financial operations of the TRUST will lead to a criminal matter filed with

n) the Courts, removal and or both.

8.2 COMPOSITION AND APPOINTMENT OF EXECUTIVE

Composition of the Executive shall consist of the following:

a) Chairperson.

b) Secretary.

c) Treasurer.

d) Each member shall serve for a term of no more than 12 months after which a re-election will be held in accordance with general procedures for the passing and ratifying of resolutions following each scheduled Annual General Meeting. The Executive shall be responsible and held accountable to the "TRUST".

8.3 RESIGNATION FROM EXECUTIVE AND OR TERMINATION

Appointments to the Executive will expire and or terminate if:

a) The appointee resigns by giving verbal or written notice to the Chairperson.

b) The member misses three (3) consecutive meetings without good reason or proper notification.

c) Any vacancies in the Executive may be filled through approval from remaining members of Governance on an interim basis pending a permanent appointment.

d) Where an interim appointment is an operational requirement must be carried out in accordance with the general procedures for the passing and ratifying of resolutions.

8.4 POWER TO DELEGATE DUTIES

In order to advance the promotion and charitable purposes, key objectives and aims set-out under the governance of the "TRUST" may if required:

a) Co-opt, delegate duties or contract out where deemed necessary.

b) Where appropriate, may rent or lease any building or equipment.

c) May rent or lease equipment and or furnishings where deemed necessary.

RISK MANAGEMENT

9. CONFLICT OF INTERESTS

In maintaining best practices to effectively mitigate possible risks and or conflicts of interests should be an integral part of to guide the "TRUST" shall observe, formulate and implement the following key strategies:

9.1 IDENTIFY AND CHARACTERISE POSSIBLE RISKS

Identify, assess and determine priority of specific critical risks and or conflict of interests that may arise in addition to the below:

a) Monitor, control, adjust and prepare for unforeseen circumstances, maximise opportunities where possible.

b) Implement effective measures to prioritise risk reduction from further re-occurrence by ensuring best possible information is available and up to date where appropriate this includes:

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c) Immediately address any break down of communications, misunderstandings and assumptions; including and or not limited too.

d) Abuse or and or threatening behavior and or threats will not be tolerated in any shape or form will be dealt in accordance with the kawa (rules) specified in this Deed.

e) Key decision-making processes should be systematic and where possible, structured.

f) Be tailorable and take human factors into account.

g) Be transparent and inclusive.

h) Be dynamic and responsive to change.

i) Be capable of continual improvement and enhancement.

j) To be periodically assessed where appropriate.

k) Ensure management of key objectives and charitable purposes of the Trust do-not under any circumstances, deviate from achieving the short-medium- long term Charitable purposes as specified in the Deed.

9.2 RISK ANALYSIS

Develop an analysis of any risks involved and mitigate a solution using methods of technological, human and available organizational resources where appropriate:

a) Determine, review and or evaluate whether risk is internal and or external and chose best decisions in order to properly prioritize implementation of Risk Management Plan where appropriate.

b) Prioritize and produce primary sources of statistical information and or data to improve and enhance potential risks and or conflict of interests.

c) Conduct regular audit and review of human resources, administration, policies, procedures, technology, schedules, expenditure and or budgets, marketing conditions, political and or democratic environment and other factors requires continuing assessments to effectively manage tangible and where possible, review and or intangible risks.

9.3 ON-GOING RISK MANAGEMENT

Quickly identify any possible issues and apply measures to effectively address, reduce and minimise further risks.

a) Maintain control over how activities are carried out/monitored and adapting to changes within the organization.

b) Regular audit and evaluation to build and enhance a robust governing structure for the purposes of below.

c) Promoting open transparency and trusting environment.

d) Encouraging members to express and respect each other's views.

e) Develop appropriate protocols to address sensitive issues where a difference of opinion may occur.

f) Difference of age, gender and or ethnicity may create conflict of issues.

g) Encourage a preference for making decisions by consensus rather than a majority win.

h) Allow time of strongest critics to give views and benefit from the discussion to understand the viewpoints of others.

i) Self-evaluation to ensure all members clearly understands their roles.

j) To remain focus, whilst maintaining the ability to effectively achieve the key objectives and purposes of the Trust.

9.4 ADJOURNMENT OF MEETINGS/HUI

In circumstances where internal conflict may arise within members of the Board during a meeting and or hui, the following procedures shall be carried out and or adjourn meeting and or hui for a short time including:

a) Agree to postpone further discussions until the next meeting and or hui.
b) Schedule appropriate time in between meeting and or hui.
c) Separate individuals involved from the issue under discussions.
d) Produce options which might lead to conciliation.

9.5 RISK MANAGEMENT STRATEGIES

To ensure on-going management of risk and conflict of issues, the "TRUST" shall develop and implement the following:

a) Internal audit requirements.
b) Legal compliance.
c) Micro-manage expenditure of contracts, funding and guidelines to minimize and reduce any further potential risks where possible.
d) Continuous mechanisms to monitor risk environment.
e) Will be required to act in good faith and with respect for all parties.
f) Shall execute their duties in a clear and transparent professional manner.
g) Shall remain impartial and unbiased.
h) Ensure appropriate regulation of governing rules and procedures to effectively managed and monitor the above are adhered to in accordance with this Deed.

9.6 REGISTER

Where proceedings of issues of Dispute Resolutions that may arise, the Trustees shall maintain a register and record information of affected parties, who was involved, identify the process used to resolve the matters and outcomes reached or achieved.

DISPUTES RESOLUTIONS

10. DISPUTE RESOLUTION

Managing Disputes and seeking appropriate mechanisms of resolutions is a key focus and commitment when dealing with such measures. Where any dispute arises in relation to the interpretation or operation of any power or discretion contained in this Trust Deed or in relation to the exercise of any power or discretion conferred on any party under this Deed, the BOT Trustees will:

a) First attempt to resolve the matter in good faith.
b) In the event where a resolution is not reached, the Trustees shall refer the matters to in a manner that is cost effective.

10.1 STRATEGIES TO MITIGATE AND RESOLVE DISPUTES

In addition to managing an effective Disputes Resolution process also coincides with Managing Risk and Conflicts of Issues, the following mechanisms will incorporate the following:

a) Identify the issues and or disputes.
b) Try to resolve the problems.
c) Find answers that reflect good faith and common sense between both parties.
d) Seek a resolution to allow parties to move on.
e) Focus attention in reaching a successful outcome.
f) Ensure appropriate behavior is maintained.
g) May convene a formal meeting to seek further resolution if necessary.

10.1 ON-GOING MANAGEMENT IN MONITORING DISPUTES

Subject to Part VIII, Clause 6.1-6 the appointed Committee shall carry out the following to specifically address and deal with these matters effectively and accordingly as appropriate.

10.2 ADJOURNMENT OF MEETING

In circumstances where both parties failed to reach a resolution, the following measures will take place:

a) Where applicable, adjourn meeting and or hui for a short time.
b) Agree to postpone further discussions until the next meeting and or hui.
c) Schedule appropriate time in between meeting and or hui.
d) Separate individuals from the issue and dispute under discussions.
e) Options, which might lead to reconciliation and resolutions.

10.3 INDEPENDENT ADVISORY

Should a resolution be not reached the "TRUST" will seek further information and advice from an External Advisor, Legal Counsel for alternative methods of resolution to ensure:

a) Appropriate regulation of governing rules and procedures to effectively manage and monitor the above are adhered to in accordance with this Deed.
b) Observe, provide guidance and or advice where and if appropriate.
c) Encourage and allow both parties to try and resolve matters in good faith and focus attention to reaching a successful and positive outcome.
d) Will ensure appropriate regulation of governing rules and procedures to effectively manage and monitor the above are adhered to in accordance with this Deed.

10.4 REPORTING PROCEDURES

Where proceedings and or issues of Dispute Resolutions that may arise, the Trustees shall maintain a register and record information of affected parties, who was involved, identify the process used to resolve the matters and outcomes reached or achieved.

APPLICATION OF FUNDS

11. CHARITABLE PURPOSES

The TRUST fund shall be applied solely towards the promotion of the charitable purposes of this Trust. All monies received by or on behalf of the Trust must immediately be paid to the credit of the Trust in an account with a Bank as determined by the Trustees.

11.1 APPLICATION OR ACCUMULATION

The Trustees shall, in their discretion, apply or accumulate the income and capital of the TRUST and shall to the extent as the Trustees determine, [provided that such decisions shall be made towards fulfilling the charitable purposes set-out in this Trust].

11.2 INVESTMENT OF THE TRUST FUNDS

The Trustees may invest all or any part of the Trust Fund in investments from time to time as permitted by the law of New Zealand for the purposes in investment of Trust funds.

a) Subject to clause 5.3(a), the Trustees may, by resolution, decide and or formulate set policies concerning the investment of any money and or funds

held by the Trust, including determining what type of appropriate investments are permitted.

11.3 NO PRIVATE PECUNIARY PROFIT

No private pecuniary profit shall be made by any persons from the Trust and no portion of the Trust Fund shall be paid or transferred directly or indirectly to any Trustee or to any persons associated with a Trust except in circumstances of the following:

a) Where payments are made to a Trustee or a person associated with a Trustee.

b) Payment for goods and service provided to the Trust, provided that those goods or services advance the charitable purposes of this Trust and the payment is reasonable and commensurate with payments that would be made between unrelated parties.

c) A Trustee may be reimbursed on production of receipts for reasonable travelling, accommodation and other expenses incurred in the course of performing duties or exercise of power as Trustees;

11.4 INCOME, BENEFIT TO BE APPLIED TO CHARITABLE PURPOSES

No related person shall derive any income, benefit or advantage from the Trust where they can directly or indirectly materially influence the payment of any income, benefit or advantage except where that income benefits an advantage is derived from:

a) Professional services to the Trust rendered in the course of Business charged at no greater than current market rates and or;

b) Where interest of money advanced, borrowed or charged at no greater rate than current market rates.

11.5 RECEIVING OF GIFTS

The Trustees may receive solicited or unsolicited gifts of any real or personal property for purposes of the Trust or for any specific purpose that comes within the purposes of this Trust.

11.6 SEPARATE SPECIFIC TRUSTS

If the Trustees accept a designated gift, must keep the designated gift and any income received to be held separate from the general assets held by the Trust Fund and administered in accordance with the terms set by the Trust under which it was given.

a) The Trustees shall not use the assets of any specific Trust to make good any deficit loss or damage or breach of Trust relating to any other specific Trust and shall not use the general assets held by the Trust Fund for such purposes.

b) Each separate specific Trust shall bear its own administration expenses including a fair proportion as determined by the Trustees, the administration of expense applicable to the general purpose of this Trust.

11.7 RECEIPT OF GIFTS

The receipt of the Secretary, Treasurer, or other persons appearing to the Trustees to be authorized to give receipts on behalf of the recipients of any payments made under the terms of this Deed, shall be a complete discharge to the Trustees for that payment.

MISCELLANEOUS PROVISIONS

12. SUMMARY

The Trustees shall maintain a register of Trustee's interest which shall record any interests which are or may be related to the purposes and or activities carried out and or performed by the Trust.

12.1 DECLARATION

The Trustees must declare any interest which may be seen as a possible influence and or conflict interest when deliberating their exercise power to vote; this includes being employed by any Organisation who are offering to purchase any service to or from the Trust.

12.2 EXECUTION OF DOCUMENTS

To execute a Deed, it is required that the Deed must:

a) Be executed under the common seal of the Board and confirmed by at least two ("2") Trustees if the Trustees are incorporated as a Board under the Charitable Trusts Act.

b) Must be signed by at least two ("2") Trustees and **witnessed only** and if the Trustees are not **incorporated**.

12.3 CONTRACTS

The Trust may at their discretion and in exercising their power, enter into a formal agreement and or contract who are acting under the express or implied authority of the Trustees.

12.4 LIMITATION OF LIABILITY

No Trustees is personally liable to the Trust for:

a) The consequence of any act or omission of any loss.

b) Any loss or cost caused by an attorney, delegate, manager, agent or employee engaged by the Trustees regardless of any rule or equity to the contrary.

c) The exclusion from liability set-out in clause 12.5 does not apply where the consequences or loss is attributed to actions of dishonesty and or fraud.

d) Where willful commission and or acts of breach of Trust.

e) Where willful omission in breach of trust.

f) Proceedings against co-Trustees allegedly in breach is prohibited; however, where any breached are proven to have occurred, provisions set-out in this Deed shall apply.

12.5 INDEMNITY

Each Trustee is fully indemnified under the Trust Fund for ay loss or liability incurred by the Trustee in the course of the Trusts activities. The indemnity includes in particular any liability to satisfy costs and expenses arising out of the conduct of any activities. Every Trustee shall have a lien and may at their discretion, use any monies from the Trusts Funds for this purpose.

a) The indemnity conferred by clause 12.5 may extend to any loss or liability only where after it is found has ceased to be a Trustee.

b) The indemnity conferred by clause 12.5 (a) does not extend to a loss or liability where acts of dishonesty has occurred; willful commission of breach in trust and or where actions of willful omission in breach of trust occurred.

12.6 POWER TO DELEGATE / COMMITTEES

The Trustees may, from time to time, appoint any committee and may delegate any of their powers and duties to any such committee or to any person, and the committee or person, as the case may be without confirmation by the Trustees

exercise or perform the delegated powers or duties in like manner and with the same effect as the Trustees could themselves have exercised or performed them.

a) Any committee or person to whom the Trustees have delegated powers or duties shall be bound by the charitable terms of the Trust.

b) Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Trustees.

c) It shall not be necessary that any person who is appointed to be a member of any such committee or to whom any such delegation is made be a Trustee.

12.7 INCOME, BENEFIT OR ADVANTAGE APPLIED TO CHARITABLE PURPOSES

a) Any income, benefit or advantage shall be applied to the Trust Purposes.

b) A Trustee is entitled to such remuneration for services provided as may be reasonable having regard to that Trustee's duties and responsibilities for those services PROVIDED THAT any payment to a Trustee referred to in this clause must not exceed fair market value for services provided and no Trustee receiving such payment and no person associated with such Trustee may participate in, or materially influence, any decision made by the Trust in respect of the payment.

c) Each Trustee is entitled to be indemnified against, and reimbursed for, all expenses including travel expenses properly incurred in connection with the Trust and the Trustees duties.

d) Nothing expressed or implied in this deed will permit the Trustees' activities; or any business carried on by or on behalf of or for the benefit of the Trustees in connection with the Trust, to be carried on for the private profit of any individual.

e) The provisions and effect of this clause 11 shall not be removed from this Deed and shall be included and implied into any document replacing this document.

12.8 FUNDS, PROPERTY AND ACCOUNTS

The Trustees shall keep true and fair accounts of all money received and expended.

a) All monies received by the Trust shall be paid within three days to the credit of the Trust at such Bank as the Trustees shall appoint and cheques or withdrawals against the Bank account and other negotiable instruments shall be signed or endorsed by two Trustees as authorized by resolution of the Trustees.

b) All accounts and property of the Trust shall be held in the name of the Trust, except where the Trust is not incorporated, and the property is required by law to be held in the name of the Trustees.

12.9 AMENDMENT OF DEED

The Trustees may, by consensus or pursuant to a motion decided by a two thirds majority of votes, by supplemental deed, make alterations or additions to the terms and provisions of this deed provided that no such alteration or addition shall detract from the exclusively charitable nature of the Trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable.

12.10 TRUSTEES LIABILITY AND INDEMNITY

No Trustee will be liable for any losses other than those attributable to his own dishonesty or the willful commission of any act known by him or her to be a breach of trust. This includes:

a) No BOT Member is obliged to take proceedings against a co-Trustee or any former Trustee.

b) Each Trustee will be indemnified out of the Trust's assets for any liability incurred as the result of any act or omission as a Trustee unless the liability is incurred as the Trustee's own dishonesty or deliberate breach of trust.

c) The Trustees shall be entitled to take out and maintain from the Trust funds Trustee indemnity insurance premiums.

12.11 DISPOSITION OF SURPLUS ASSETS

The Trustees shall have the power and authority to dissolve the Trust. Should the Trust be dissolved in accordance with this clause then all property and monies remaining after the due settlement of the affairs of the Trust shall be accounted for and paid and applied in New Zealand and other International Sovereign States to such alternative charitable bodies and for such charitable purposes as the Trustees may determine in accordance with the general Trust Purposes set out in this Deed.

12.12 RESTRICTION TO CHARITABLE PURPOSES WITHIN NEW ZEALAND

Notwithstanding anything contained in this Deed, its provisions shall at all times be interpreted and construed so as to limit the objects and powers of the Trust to powers and objects which are charitable within New Zealand and Internationally and to the use of the Trust funds within New Zealand and any part thereof.

13. COMMON SEAL

If the Trustees obtain incorporation as an incorporated Charitable Trust Board, then the Board shall have a common seal to be kept in the custody of the secretary, or other officer as appointed and used only as directed by the Trustees. It shall be affixed to documents only in the presence of and accompanied by the signature of the Executive ("Chairman-Secretary-Treasurer").

1. **Full name of Trustee:** ARIKINUI KAWENATA MARSICH CROWN
   Initial Signature: *Arikinui K Marsich-Crown*
   Dated this day: **04 MARCH 2023**

2. **Full name of Trustee:** ARIKINUI DIANNE KUULEIMOMI HOAPILI
   Initial Signature: *Arikinui D Hoapili*
   Dated this day: **04 MARCH 2023**

3. **Full name of Trustee:** ACJ MICHELLE RETI-KAUKAU-SINGH
   Initial Signature: *ACJ M Reti-Kaukau-Singh*
   Dated this day: **04 MARCH 2023**

4. **Full name of Trustee:** CLARICE MACHIA GUTMANN

Initial Signature: *C M Gutmann*

Dated this day: **07 MARCH 2023**

RESOLUTION OF MINUTES

ENTRY OF MINUTES	"UNITED WORLD TRIBES OF IO" ENTRY IN THE MINUTE BOOK IN PLACE OF THE FIRST MEETING OF TRUSTEES AND SIGNED BY THE TRUSTEES IN PURSUANT TO THIS DEED THIS DAY, 07TH MARCH 2023.
1) INCORPORATION	**IT WAS RESOLVED THAT:** All matters in connection with the registration of this TRUST had been attended to and the confirmed date of incorporation as being this day, 07TH of March 2023.
2) APPOINMENT OF TRUSTEES	**IT WAS RESOLVED THAT:** The under mentioned person(s) has consented to act as Trustees and being duly qualified, is named as such in the Application for Registration. Accordingly, the under mentioned person(s) has been appointed to the Board of "UNITED WORLD TRIBES OF IO": CLARICE M GUTMANN (Secretariat) 1835 LAKE STREET, GLENDALE, CA, UNITED STATES OF AMERICA 91201. ARIKINUI KAWENATA MARSICH-CROWN of 19 WAIOTEMARAMA GORGE ROAD, OPONONI 0473, RD3, KAIKOHEKOHE, NEW ZEALAND (AOTEAROHA). ARIKINUI DIANNE KUULEIMOMI HOAPILI of .....HAWAII. ASSOCIATE CHIEF JUSTICE MICHELLE RETI-KAUKAU of 63 DEVON STREET, GLENHOLME, ROTORUA, BAY OF PLENTY 3010, NEW ZEALAND (AOTEAROHA)
3) ADDRESS OF SERVICE	**IT WAS RESOLVED THAT:** The address for service of "UNITED WORLD TRIBES OF IO" is confirmed as being the same as the Registered Office

4) E ROADSTATUTORY BOOKS	**IT WAS RESOLVED THAT:** the following be acquired and established all necessary books, registers, records and other documentation required by statute to be kept, including such books of account as are necessary to record all financial transactions of the TRUST.
5) AUDITOR	**IT WAS RESOLVED THAT:** NO auditor shall be appointed prior to the first Annual General Meeting and that prior to any appointment, the following unanimous resolution in Pursuant to Section 201(3) shall read the following: "that we ARIKINUI KAWENATA MARISH CROWN and; ARIKINUI DIANNE KUULEIMOMI HOAPILI and; ACJ MICHELLE RETI-KAUKAU-SINGH and CLARICE M GUTTMAN" being the TRUSTEES at the date hereof, hereby resolve that NO auditor shall be appointed prior to the first Annual Meeting until such further notice.
6) CONTRACT OF SERVICES	**IT WAS RESOLVED THAT:** An Accountant shall be appointed once commencement and operation of Business is registered to meet full tax provisions prior to the first Annual General Meeting as required and in compliance of regulations and law.

SCHEDULE A

REGISTRATION OF MEMBERS

NAME	CONTACT DETAILS