Charitable Trust Deed

For Platform One Foundation

Contents

Deed dated: **1 March, 2026**

Parties

1. **Dana Charles Darwin of Waiheke Island, Occupation - Director (Settlor)**

2. **Dana Charles Darwin** of Waiheke Island, Occupation - Director and
Edward Michael Fleck of Waiheke Island, Occupation - Event Design, and
Louis Kinsler of Waiheke Island, Occupation - Retired, and
David Paul Brisbane of Waiheke Island, Occupation - Real Estate and
Antoni Kew of Waiheke Island, Occupation – Engineer, **the (Trustees)**

Terms of Trust

1. **Definitions**

1.1 In this Deed the following initially capitalised terms shall have the meanings specified:

Act	Act means the *Trusts Act 2019* (New Zealand) or any successor legislation
Adequate Capacity	has the meaning set out in clause 1.4.
Charitable Purposes	each and all of the purposes of the Trust set out in clause 4.
Community-First Value Guard	means the interpretive and ethical framework requiring that all decisions, investments, and activities of the Trust prioritise demonstrable community benefit, uphold informed consent and transparency, maintain non-extractive practice, and pursue regenerative outcomes.
Designated Gift	a gift or accommodation which is subject to a trust for a specific purpose or to special conditions that comes within the Charitable Purposes.
Income Year	any period beginning on a date in one calendar year stipulated by the Trustees and ending on the day prior to that date in the next succeeding calendar year and subject to any such stipulation shall mean any year ending on 30 June.
Platform One Foundation Charter & Guiding Principles	means the statement of values and operating principles set out in Schedule 2 to this Deed, forming the interpretive and ethical framework for the Trust and referenced in Clause 31.

Settlor	the person or people named above as the Settlor.
Special Trust Adviser	shall have the meaning provided in section 74 of the Act.
Statutory Trustee	shall have the meaning provided in section 9 the Act.
Independent Trustee	means a Trustee who: (a) has no material financial interest in any entity or activity that receives a material benefit from the Trust; and (b) is not employed by, nor an officer of, any entity receiving a material benefit from the Trust; and (c) does not have a relationship that would reasonably be perceived as compromising that Trustee's independence in exercising fiduciary judgment for the Trust.
Teleconference Meeting	for the purposes of rule 19 in the Second Schedule means a meeting where some or all of the participants are contemporaneously linked by telephone or some other means of instant audio or audio and visual communication.
Trust	the trusts created by this Deed for the Charitable Purposes.
Trust Property	the funds referred to in clause 2.3 and all further property of any nature which may be received or acquired by the Trustees from any source whatsoever, for the purposes of the trusts created in this Deed, including any income received in respect of any assets held.
Trustees	the Trustee or Trustees for the time being of the Trust.
Working Day	means a day of the week other than: (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day and any other day designated as a national holiday in New Zealand from time to time; and (b) If Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday; and (c) A day in the period commencing with 25 December and ending with 2 January in the following year; and (d) The day observed as the anniversary of any province in which an act is to be done.

1.2 In the interpretation of this Deed, unless the context otherwise requires:

1.2.1 each power given to the Trustees by this Deed is to be read independently and its meaning is not limited by reference to any other clause;

1.2.2 words in the singular include the plural and vice versa;

1.2.3 headings have been inserted for convenience only and shall not affect the construction of this Deed;

1.2.4 References in this Deed to any statute, regulation or other enactment include that enactment *as amended, re-enacted, consolidated or replaced from time to time*, and include all subordinate legislation made under it.

1.2.5 Where any ambiguity arises within this Deed or related instruments, interpretation shall favour community benefit, inclusivity, and long-term resilience, as further expressed in the Platform One Foundation Charter and Guiding Principles and guided by the Community-First Value Guard.

1.2.6 Nothing in this Deed shall be construed as authorising or requiring any political, lobbying, or advocacy activity except where such activity is merely ancillary to, and directly in furtherance of, the Trust's charitable purposes.

1.3 If a party comprises more than one person then each person comprising that party shall be bound jointly and severally.

1.4 A person is deemed not to have **Adequate Capacity** for the purposes of this Deed if:
1.4.1 the person is under the age of 18; or

1.4.2 an order has been made under the Protection of Personal and Property Rights Act 1988 protecting the property or personal care and welfare of that person; or

1.4.3 the person has been convicted of any offence punishable by a term of imprisonment of two or more years unless that person has obtained a pardon or has served the sentence or otherwise suffered the sentence imposed upon that person;

1.4.4 the person has been sentenced to imprisonment for any offence unless that person has obtained a pardon or has served the sentence;

1.4.5 the person is disqualified under section 151 of the Companies Act 1993 from being a director of a company;

1.4.6 the person is not entitled to be an officer of a charity under the Charities Act 2005;

1.4.7 the financial affairs of that person are being managed by an attorney appointed under an enduring power of attorney in relation to property and a certificate of incapacity has been issued pursuant to section 99D of the Protection of Personal and Property Rights Act 1988; or

1.4.8 that person is mentally disordered within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992 and is subject to an order made under that Act; or

1.4.9 any Trustee or Settlor has received a written certificate from a medical practitioner (lawfully entitled to practice at that time) stating that in the practitioner's opinion that person lacks the mental or intellectual capacity to carry out the duties and powers given to that person by this Deed and no Trustee or Settlor has received a subsequent certificate from such a medical practitioner, stating that the person in question has regained the required mental or intellectual capacity; or

1.4.10 that person has been adjudicated bankrupt under the Insolvency Act 2006 and has not yet been discharged; or

1.4.11 the person is a company which is in liquidation or is insolvent or in respect of which there has been any change in control or management effected by the act or omission of any party other than the directors or shareholders of that company, or by the operation of law, and no change in any order or circumstances which has removed the legal capacity of such company under this clause 1.4.11 shall result in the reinstatement of such legal capacity.

2. **Creation of Trust for Charitable Purposes**

2.1 By signing this Deed, the Trustees agree to act as trustees of the Trust and of the Trust Property in accordance with this Deed. Any future Trustees similarly agree to act as trustees of the Trust and of the Trust Property in accordance with this Deed.

2.2 The Trust shall be known as the “Platform One Foundation”, subject to the Trustees’ right to change the name of the Trust at any time and from time to time.

2.3 Immediately after the signing of this Deed, the Settlor will transfer property to the Trustees which will establish the Trust Property. The Trust Property shall be held on the Trust set out in this Deed.

2.4 The parties confirm this Deed sets out all the terms of the Trust. There is no other document which records any trust terms or purposes. Changes may only be made by subsequent variation in accordance with this Deed.

3. **Registration**

3.1 The Trustees will apply for incorporation as a Charitable Trusts Board under the Charitable Trusts Act 1957 and once incorporated references in this deed to the Trustees mean the Trustees from time to time on the board (the **Board**).

3.2 Registration under the Charities Legislation

The Trustees shall apply for registration of the Trust as a charitable entity under the Charities Act 2005 (as amended by the Charities Amendment Act 2023 and any subsequent amendments), and shall comply with all ongoing obligations imposed under that Act, including but not limited to:

(a) maintaining up-to-date information on officers as that term is defined in section 4 of the Charities Act 2005;

(b) undertaking regular governance reviews as required by the Act; and

(c) preparing and filing annual returns and performance reports in accordance with the External Reporting Board (XRB) Public Benefit Entity Reporting Standards applicable to the Trust’s tier of operation.

3.3 Incorporation under Successor Legislation

The Trustees may apply for incorporation as a Board under the **Charitable Trusts Act 1957**, or under any **successor enactment or replacement register** that governs the incorporation of charitable trust boards in New Zealand. Where the Trustees determine that the Trust should instead operate through or in conjunction with a society or other entity, they may incorporate or register that entity under the **Incorporated Societies Act 2022** or any successor legislation.

4. **Charitable purposes**

4.1 The Trust is established for every object or purpose which is charitable in accordance with the laws of New Zealand for the time being whether such object or purpose relates to the relief of poverty, the advancement of education or spirituality or any other matter beneficial to the community, which purposes will include, without limitation:

4.1.1 to promote ethical, social, environmental, and technological innovation that delivers public benefit;

4.1.2 the advancement and education of social, family and community welfare;

4.1.3 the development and encouragement of new social enterprise through sustainable practises;

4.1.4 the strengthening of community organisations in New Zealand;

4.1.5 the protection of, enhancement of and education of the public in the natural environment, the preservation and enhancement of biodiversity and regenerative agricultural practices;

4.1.6 the development and support of youth enterprise, education and personal development programmes;

4.1.7 raising of funds and in-kind contributions by way of donations, grants, sponsorship, payment of contribution for services, or otherwise, to finance and support the activities and purposes specified above;

4.1.8 working with other persons, groups and entities providing services and benefits consistent with the purposes specified above, in collaborative arrangements or ventures of any nature; and

4.1.9 any and all acts and things incidental to the purposes specified above.

4.2 Public Benefit
All activities of the Trust must be for demonstrable public benefit and aligned with the Community-First Value Guard, both within New Zealand and internationally where consistent with the Trust's charitable purposes.

5. **Determination as to income or capital**

5.1 The Trustees may decide that any interest, dividend or other money received is to be treated as capital or income or divided between the two as the Trustees think fit. This applies also to any asset or property received or any increase or decrease in value.

5.2 The Trustees' decision as to capital or income will be binding. The Trustees will incur no liability for any such decision made in good faith.

5.3 Income and expenditure must be treated as arising when payable and not from day to day, so that no apportionment is to take place.

6. **Use of income and capital**

6.1 The Trustees may with respect to all or any part of the income of the Trust Property, after payment of all expenses and other charges to be met from income, determine:

6.1.1 to apply that net income to any of the Charitable Purposes; or

6.1.2 to retain any income as a reserve for any lawful purpose, not prohibited by this Deed.

6.2 If the Board appropriates any income for any Charitable Purpose the recipient of that income shall take an absolute and indefeasible interest in that income as from the date on which it is appropriated.

6.3 The Trustees may retain or utilise as much of the capital of the Trust Property for any of the Charitable Purposes, as they see fit. There shall be no requirement to retain, or not to utilise, Trust Property because it is capital in nature rather than income.

6.4 In distributing any part of the capital or income of the Trust Fund for Charitable Purposes, the Trustees may pay any amount available for distribution to any organisation or body (whether incorporated or not, but not one conducted for private profit or pecuniary gain) subject to any conditions which the Trustees may think fit to impose to ensure that the amount so paid is used for such specific Charitable Purposes as the Trustees may direct. The receipt of any such organisation or body acknowledging the conditions imposed shall be a sufficient discharge for the Trustees.

6.5 At least one (1) Trustee shall at all times be an Independent Trustee

7. Receipts

7.1 **Receipt of gifts**

7.1.1 The Board may receive solicited and unsolicited gifts of any property for the Charitable Purposes or for any specific purpose that comes within the Charitable Purposes.

7.2 **Separate specific trusts**

7.2.1 If the Board accepts a Designated Gift it must keep that Designated Gift and any income derived from it, separate from the general assets of the Trust Fund, and administer it as a separate specific trust in terms of the trust under which it was given.

7.2.2 The Board shall not use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other separate specific trust. Similarly, the Board shall not use the general assets of the Trust Fund for such purposes.

7.2.3 Each separate specific trust shall bear its own administration expenses plus a fair proportion (determined by the Board) of the administration expenses applicable to the general Charitable Purposes.

7.3 Receipts for payments

7.3.1 The receipt of the secretary, treasurer or other person or persons appearing to the Board to be authorised to give receipts on behalf of the recipient of any payment made under the terms of this deed, shall be a complete discharge to the Board for that payment.

8. Project-Specific Advisory Structures and Community Consent

8.1 Establishment and Purpose - The Trustees may recognise one or more project-specific advisory structures to support alignment with the Trust's charitable purposes, values, and Community-First Value Guard. Such advisory structures exist to:

8.1.1 Integrate and coordinate aligned community projects or initiatives;

8.1.2 Provide structured advice, feedback, and contextual insight to Trustees;

8.1.3 Support informed trustee decision-making where community impact, consent, or values alignment are relevant.

8.1.4 Advisory structures do not constitute governance bodies.

8.1.5 For the avoidance of doubt, references in this Deed (including in Schedule 2) to "participatory governance" or "governance structures" are to be interpreted as participatory advisory, engagement, and consent-informed processes that inform trustee decision-making, and do not confer decision-making authority, fiduciary responsibility, or representative mandate on any person or body other than the Trustees.

8.2 Advisory Status and Authority Boundary - All project-specific advisory structures recognised under this clause are advisory only. Nothing in this clause:

8.2.1 Delegates governance authority;

8.2.2 Creates fiduciary responsibility;

8.2.3 Establishes representative mandate; or

8.2.4 Limits the Trustees’ full and final discretion.

8.2.5 The Trustees retain sole legal authority, fiduciary responsibility, and accountability for all decisions, actions, and compliance obligations of the Trust in accordance with New Zealand law.

8.3 Community Consent and Values Review - Where Trustees determine that a proposed decision or activity may materially affect:

8.3.1 Community rights or interests;

8.3.2 Privacy or data use;

8.3.3 Significant financial commitments;

8.3.4 Strategic direction; or

8.3.5 Alignment with the Community-First Value Guard,

8.3.6 The Trustees may seek structured advisory input from relevant project-specific advisory structures or Community Project Circles. Such input is consultative only and does not bind the Trustees.

8.4 Advisory Processes - In seeking advisory input, Trustees may:

8.4.1 Convene temporary or standing advisory groups;

8.4.2 Request written feedback, recommendations, or values-based assessments;

8.4.3 Set reasonable timeframes for input appropriate to the matter at hand.

8.4.4 Failure to receive advisory input within a specified timeframe does not prevent Trustees from exercising their powers.

8.5 Transparency and Record-Keeping - Where advisory input is sought under this clause:

8.5.1 The process shall be documented;

8.5.2 Material input shall be referenced in Trustee records where relevant; and

8.5.3 Summaries may be disclosed in annual reporting where consistent with good governance and legal obligations.

8.6 Example Advisory Structure

8.6.1 An example of a project-specific advisory structure recognised under this clause is the Project Integration Advisory Circle (WE Share), established to integrate aligned community energy initiatives and provide structured advice to Trustees.

8.6.2 The inclusion of this example does not limit the Trustees’ ability to recognise other project-specific advisory structures for different charitable purposes.

8.7 Multiple Advisory Structures - Where multiple advisory structures exist, the Trustees shall ensure:

8.7.1 Clarity of scope and purpose for each structure;

8.7.2 Avoidance of overlap or implied hierarchy;

8.7.3 Consistency with the Trust’s charitable purposes and guiding principles.

9 Trustees

9.1 The number of Trustees shall be:

9.1.1 not less than three natural persons having Adequate Capacity or one New Zealand company having Adequate Capacity and having at least two directors and with all directors having Adequate Capacity; nor

9.1.2 not more than seven persons (whether natural persons, companies or a combination of both) in each case having Adequate Capacity (and in the cases of companies, each having at least two directors and with all directors having Adequate Capacity).

9.2 Subject to clause 1.4.11 and clause 9.1, any New Zealand company may act as the sole Trustee or an additional Trustee provided it has at least two directors and all its directors have Adequate Capacity.

9.3 The first Trustees shall be the Trustee signatories to this Deed.

9.4 The Trustees in office at any time shall have the right to:

9.4.1 appoint an additional Trustee or Trustees, including a previously retired Trustee (whether to fill a vacancy in their number or in conjunction with a decision to remove a Trustee or Trustees under clause 9.4.2), provided that the number of Trustees does not exceed the maximum specified in clause 9.1;

9.4.2 remove any Trustee or Trustees; and

9.4.3 appoint and remove one or more Special Trust Advisers, by simple majority resolution of Trustees, provided that any Trustee or Trustees proposed to be removed under clause 9.4.2 shall not be entitled to vote on that removal resolution but shall be counted in the quorum and entitled to speak to the resolution. The requirements of section 38 of the Act (once it comes into force) are modified in this regard.

9.5 Any Trustee may retire as trustee at any time by giving 20 Working Days' written notice to each of the other Trustees.

9.6 Notice of retirement must be given or served in the manner set out in sections 353 to 361 of the Property Law Act 2007.

9.7 The Trustee giving notice of retirement will cease to be a trustee on the date specified in the notice, or on the expiry of the 20 Working Days' notice period, whichever comes last.

9.8 If any Trustee no longer has Adequate Capacity (or in the case of a company Trustee, any of its directors no longer has Adequate Capacity), that Trustee shall be deemed no longer to have the rights and powers of a Trustee under this Deed from the time that that incapacity arose and may be removed by the other Trustees having Adequate Capacity, under clause 9.4.2. The requirements of section 38 of the Act are modified in this regard.

9.9 If a Trustee company is deemed no longer to have Adequate Capacity and has not been removed or replaced by the other Trustee or Trustees, then the liquidator of that company may sign, on behalf of the company, a deed of retirement or a deed appointing a Statutory Trustee as its replacement.

9.10 If the number of Trustees falls below the minimum number specified in clause 9.1, the remaining Trustee or Trustees may act solely to appoint sufficient Trustees to satisfy that minimum number requirement.

9.11 Decisions of the Trustees shall be made by Majority Resolution. In the event of an equality of votes, the matter shall be deferred for mediation; if unresolved after two (2) meetings, the Independent Trustee shall issue a recommendation consistent with the Community-First Value Guard. All decisions shall be minuted. Any urgent action taken between meetings must be disclosed within five (5) working days and ratified at the next meeting.

9.12 Term of Office, Retirement by Rotation, and Reappointment

9.12.1 Term of Office
Each Trustee shall be appointed for a term of three (3) years, commencing on the date of their appointment, unless that Trustee resigns, is removed, or ceases to hold office earlier in accordance with this Deed.

9.12.2 Retirement by Rotation
Trustees shall retire by rotation at the expiry of their term of office. Retirement by rotation shall take effect automatically at the end of the applicable term, subject to clause 9.12.6.

9.12.3 Reappointment
A Trustee who retires by rotation is eligible for reappointment, provided that no Trustee may serve more than two (2) consecutive terms without a stand-down period.

9.12.4 Stand-Down Period
A Trustee who has served two (2) consecutive terms shall not be eligible for reappointment until the expiry of a stand-down period of twelve (12) months from the date their second consecutive term ends.

9.12.5 Effect of Stand-Down
During any stand-down period, a former Trustee shall not be treated as a Trustee for the purposes of this Deed but may, if invited, contribute to the Trust in a non-governing, non-fiduciary capacity.

9.12.6 Minimum Trustee Safeguard
Notwithstanding clauses 9.12.2 to 9.12.4, no retirement by rotation shall take effect if it would result in the number of Trustees falling below the minimum number required under clause 9.1. In such circumstances, the retirement shall be deferred until sufficient Trustees are appointed to maintain compliance with clause 9.1.

9.12.7 Relationship to Removal Powers
Retirement by rotation under this clause is distinct from removal under clause 9.4 and does not limit the Trustees' powers to remove a Trustee in accordance with that clause.

10. **General powers of Trustees**

10.1 The following provisions of clauses 11 to 16 apply now and apply in addition to section 56 of the Act.

11. **Administration powers and Regulatory compliance**

11.1 The Trustees are to have the widest possible powers to administer the Trust Property.

11.2 Without limiting clause 11.1, the Trustees will have all the powers in relation to the Trust Property, which the Settlor would have if the Settlor were living, of Adequate Capacity and the absolute owner of it.

11.3 This includes anything the Trustees would not normally be allowed to do, unless permitted by a specific clause in this Deed or a court order. Clauses 12 to 16 are intended to amplify and clarify these administration powers, but not to limit them in any way.

11.4 Tax and Regulatory Compliance; The Trustees shall ensure that the Trust at all times satisfies the requirements for charitable status and income-tax exemption under the Income Tax Act 2007 (including section CW 42 and related provisions). The Trustees shall also ensure compliance with all other applicable legislation and regulatory standards, including the Anti-Money Laundering and Countering Financing of Terrorism Act 2009, the Financial

Markets Conduct Act 2013 (to the extent applicable), and all reporting and record-keeping obligations under those Acts.

11.5 Financial Reporting and Audit Standards; The Trustees shall prepare the Trust's annual financial statements and performance reports in accordance with the External Reporting Board (XRB) Public Benefit Entity Reporting Standards, as amended from time to time, and shall ensure such reports are publicly available in accordance with Charities Services guidance.

12. Investment Powers of Trustees

12.1 General Investment Powers
The Trustees may, in addition to any other powers conferred by this Deed or by law, invest and manage the Trust Fund in any property, securities, assets, or financial instruments that they, in their discretion, consider appropriate, having regard to the charitable purposes of the Trust and the principles set out in this Deed.

12.2 Mission-Aligned Investment
In exercising their investment powers, the Trustees may consider not only financial return but also alignment with the Trust's purposes, values, and social or environmental impact objectives. The Trustees are not required to diversify the Trust Fund or comply with the standard prudent investor rule under section 30 of the Trusts Act 2019, provided they act in good faith, with care, and in accordance with the Trust's governing values.

12.3 Ethical Investment Requirement
The Trustees must apply ethical and responsible investment principles consistent with the Trust's values and the Community-First Value Guard. Investments that materially contradict the Trust's stated purposes or values—such as those involving exploitation, environmental harm, or violation of human dignity—must be avoided.

12.4 Permitted Investments
Without limiting the generality of clause 12.1, the Trustees may invest in:
(a) Bank deposits and savings accounts;
(b) Government or state-backed securities;
(c) Equities, managed funds, and corporate bonds;
(d) Real estate, where such property is used directly or indirectly to advance the Trust's charitable purposes;
(e) Social enterprises, co-operatives, or ventures that further the Trust's objectives;
(f) Digital Assets (Cryptocurrencies and Related Instruments)
The Trustees may invest in, accept, or utilise digital assets —including cryptocurrencies, tokens, NFTs, or other blockchain-based instruments—provided that all such activities are lawful and consistent with the charitable purposes of the Trust. The Trustees shall maintain clear records of purpose, valuation, and use, and ensure compliance with all applicable reporting and tax obligations under New Zealand law. Digital assets may also be used operationally for charitable transactions, fundraising, or community technology initiatives, provided these uses are transparent and align with the Community-First Value Guard. Nothing in this clause limits the Trustees from employing innovative financial technologies in furtherance of the Trust's purposes.
(g) All digital-asset use shall remain ancillary, non-speculative, proportionate in scale, and directly connected to the Trust's charitable purposes.

12.5 Delegation of Investment Management
The Trustees may appoint professional investment managers, advisers, or custodians to manage some or all of the Trust Fund on their behalf, provided that such delegation complies with the Trusts Act 2019. Any delegation must be recorded in writing. The Trustees shall retain

ultimate responsibility for the Trust Fund's alignment with this Deed and with charitable obligations.

12.6 Reporting and Transparency
All investments, including digital-asset holdings and mission-driven allocations, must be reported in the Trust's annual financial statements and governance disclosures, with clear indication of their purpose, impact, and compliance with this clause.

12.7 Digital-Asset Stewardship and Reporting
The Trustees shall ensure that all digital-asset holdings and transactions are administered with the same standard of care and transparency as other Trust investments. Records must include the purpose, valuation method, and counterparties for each activity. Independent review of these records shall occur annually as part of the Trust's standard audit or assurance process, confirming that all digital-asset use remains lawful, values-aligned, and directed solely toward the charitable purposes of the Trust.

13. Specific Powers

13.1 Without limiting the provisions of this Deed, but only for the Charitable Purposes, the Trustees will at all times have the power, if the Trustees think fit, to:

13.1.1 retain and dismiss employees, contractors and agents to act in respect of the Charitable Purposes;

13.1.2 buy and sell, let, lease, mortgage, subdivide, repair, erect improvements on or otherwise deal with the Trust Property on such terms as the Trustees shall think fit;

13.1.3 postpone the sale or conversion of the Trust Property for so long as the Trustees shall think fit and retain any investments, notwithstanding that the same may be of a hazardous, terminable or wasting nature and in particular any properties and facilities the Trustees consider in their sole discretion are or may be beneficial for the attainment of the Charitable Purposes;

13.1.4 make any investments for the time being authorised by the law of New Zealand (whether in New Zealand or elsewhere) whether in the name of the Trustees or their nominee, including investment in any property of whatever nature and wherever situated whether producing income or not and whether involving liability or not, as the Trustees in their absolute and uncontrolled discretion think fit and in exercising its powers of investment the Trustees may:

(a) acquire any property, or retain or deal with any property which from time to time comprises the whole or part of the Trust Property and in particular any properties and facilities the Trustees consider in their sole discretion are or may be beneficial for the attainment of the Charitable Purposes;

(b) for the purpose of managing investments of the Trust Property, enter into transactions such as swaps, options, futures contracts, stock lending, sale and re-purchase transactions and other transactions of a similar nature; and

(c) appoint any person as investment manager to invest and manage all or any property comprising the Trust Property, with power to invest, liquidate and re-invest or switch any assets placed under its management, appoint sub-managers and custodians and otherwise on such terms and conditions as the Trustees think fit;

13.1.5 borrow or raise money upon such terms and conditions as the Trustees think proper and give security for the repayment over the Trust Property, whether or not the part or parts over which the security is given benefit by such borrowing or raising of money and no person lending or otherwise providing money or other financial accommodation to the Trustees, shall be bound to enquire as to the purpose of such borrowing or raising or see to the application of funds borrowed;

13.1.6 enter into, or join in entering into, any guarantee by the Trustees, alone or together with any other person or persons, the giving of which the Trustees shall consider to be in the interests of the Trust Property and the Charitable Purposes and authorise any company in which the Trustees shall hold shares, securities or other rights, to enter into such a guarantee or to enter into any other arrangement whatsoever and to give a security in lieu of or in support of such guarantee over the Trust Property;

13.1.7 carry on, either alone or in partnership, with any person or persons any business that the Trustees in the Trustees' discretion consider appropriate and in connection therewith use any part of the Trust Property and employ in the business, such managers and other persons as the Trustees deem appropriate;

13.1.8 amalgamate and merge the Trust with any other charitable trust and agree to any changes to the provisions of this Deed necessary or desirable to enable or facilitate such amalgamation and merger. The Trustees may not resolve to amalgamate or merge the Trust unless they are satisfied that after such amalgamation or merger the Trust Fund will only be applied for Charitable Purposes. The Trustees may transfer the Trust Property to such amalgamated and merged trust and upon such transfer the Trustees shall be released and discharged from any further obligation as Trustees in respect of the Trust Property so transferred;

13.1.9 resettle by deed the whole or any part of the Trust Property on any other charitable body for the Charitable Purposes within New Zealand;

13.1.10 terminate the Trust or set a date in the future for the termination of the Trust and in so doing, subject to paragraph 7 of Schedule 1 and despite section 33 of the Act (when it comes into force) bind the future discretion of the Trustees. On termination of the Trust, after satisfaction of all liabilities of the Trust and the costs and expenses of termination, any surplus Trust Property shall be distributed to a charity or charities in New Zealand chosen by the Trustees in their sole discretion and having one or more of the Charitable Purposes;

13.1.11 insure any Trust asset (for full replacement or otherwise) but the Trustees will not be held liable for any loss due to lack of insurance or inadequate insurance;

13.1.12 take out and maintain insurance (including D&O policies) in respect of the operations of the Trust and the actions of Trustees including retiring and former Trustees;

13.1.13 buy, sell and otherwise deal with chattels on such terms as the Trustees shall think fit;

13.1.14 provide a full indemnity out of the Trust Property to any retiring or former trustee in respect of all liabilities and obligations incurred by that retiring or former trustee, while acting as trustee, apart from those arising from that person's own dishonesty, wilful misconduct or gross negligence; and

13.1.15 do such other acts and things as the Trustees may in their absolute discretion consider incidental or conducive to the attainment of the Charitable Purposes.

14. **Payment of taxes and duties**

14.1 The Trustees may use any of the Trust Property for payment of any tax, duty or impost on the transfer of assets to or from the Trust Property or any other tax, duty or impost properly charged against the Trust Property.

15. **Powers in respect of companies and cooperatives**

15.1 The Trustees may incorporate a limited liability company or co-operative for any purpose, including purchasing, leasing or otherwise acquiring any business or assets, forming part of the Trust Property.

15.2 The Trustees may also sell any business or assets forming part of the Trust Property to any company, co-operative or to the Trustees for any company proposed to be formed.

15.3 The Trustees may agree on any terms in the liquidation, reconstruction, or amalgamation of any company in which the Trustees hold shares.

16. **Changes to Terms of Trust**

16.1 The Trustees may at any time or times by further deed vary, cancel, rescind, replace or add to all or any of the terms of this Deed provided that such variation, cancellation, rescission, replacement or addition does not:

16.1.1 place in jeopardy the Trust's charitable status under the Charities Act 2005 (as amended from time to time);

16.1.2 place in jeopardy any exemption the Trust's income may have from taxes, duties or other similar imposts under the Income Tax Act 2007 or otherwise;

16.1.3 breach or put the Trust or the Trustees in breach of the Trusts Act 2019 (or any successor legislation);

16.1.4 remove or diminish the limitations on Trustee actions set out in clause 20;

16.1.5 vary, cancel, rescind, replace or add to the Charitable Purposes without the prior approval of not less than seventy-five percent (75%) of the Trustees then in office, including the affirmative vote of all Independent Trustees, and following a minimum fifteen (15) Working Day consultation period with any relevant project-specific advisory structure, with public notice of the proposed change; or

16.1.6 vary, cancel, rescind, replace or add to this clause 16.1 without approval by not less than seventy-five percent (75%) of the Trustees then in office, including all Independent Trustees, and public disclosure of the proposed amendment prior to adoption.

17. **New Zealand law**

17.1 This Trust is created subject to the laws of New Zealand.

17.2 Each of the parties to this Deed and anyone else claiming a benefit under or wishing to make a claim in respect of the Trust Property or the Trustees:

17.2.1 submits to the non-exclusive jurisdiction of the New Zealand courts; and

17.2.2 waives any rights to object that such a court is not a convenient forum.

17.3 General Compliance; This Deed is to be interpreted and administered in accordance with the laws of New Zealand governing charitable entities, including the Trusts Act 2019, the Charities Act 2005 (as amended from time to time), the Income Tax Act 2007, and any regulations or successor enactments made under them.

18. **Trusts Act 2019**

18.1 Clauses 17 to 27 apply now. The provisions of this Trust Deed, and in particular but without limitation, clauses 17 to 27, modify the default duties of the Trustees under the following sections of that Act but only as expressly set out in those clauses:

18.1.1 section 29 – General duty of care;

18.1.2 section 31 – Duty not to exercise power for own benefit;

18.1.3 section 32 – Duty to consider exercise of power;

18.1.4 section 33 – Duty of trustees not to bind or commit trustees to future exercise of discretion;

18.1.5 section 36 – Duty not to profit;

18.1.6 section 37 – Duty to act for no reward; and

18.1.7 section 38 – Duty to act unanimously.

18.2 All of the duties listed in clause 18.1 will be modified to the extent necessary to give full effect to the provisions of clauses 17 to 27. In addition to this, the duty to invest prudently (section 30 of the Act once it comes into force) will be excluded and replaced by the provisions of clauses 17 to 27.

19. **Exercise of discretion**

19.1 No Trustee will be liable for the exercise of any discretion in accordance with this Deed, except for any loss which arises from the Trustee's dishonesty, wilful misconduct or gross negligence.

19.2 The Trustees may by deed give up any of their powers (under this Deed or under any Act), or any part of any of them. This Deed may also bind future Trustees, if the Deed so provides.

20. **Trustees' decisions**

20.1 The Trustees need not give reasons for any decision they take and need not record in writing every decision or reasons for it.

20.2 If the Trustees do not record decisions or give reasons, this must not be treated as an unreasonable or improper action on the part of the Trustees.

20.3 Nothing in this clause limits the Trustees' obligations under Schedule 1.

21. **Trustees who benefit personally**

21.1 A Trustee may benefit personally from any decision or action involving the Trust or in which they are personally interested, provided that:

21.1.1 it is for a Charitable Purpose;

21.1.2 that personal benefit is approved by the Trustees and the interested Trustee does not vote on that decision or action of the Trustees or otherwise determine or materially influence any decision of the Trustees in that regard, provided however that interested Trustees will be entitled to be counted in the quorum for Trustees' meetings at which that decision or action is considered;

21.1.3 where that Trustee carries on or engages in any business by or on behalf of or for the benefit of the Trust, under section CW 42(5) of the Income Tax Act 2007, he or she will not in any way (whether directly or indirectly) determine or materially influence in any way the determination of:

(a) any benefit or advantage (whether or not convertible into money) able to be received, gained, achieved, afforded or derived by that person from that business; or

(b) the circumstances in which that benefit or advantage is or is to be so received, gained, achieved, afforded or derived;

21.1.4 no commercial transaction, including the relinquishing of assets, will be entered into with any Trustee or associated person of any Trustee unless, having regard to the terms and conditions of the transaction:

(a) payment by way of interest or rent or for services shall not exceed arm's-length market rates;

(b) receipts by way of interest or rent or payment for services shall not be at less than arm's-length market rates; and

(c) disposal to or acquisition from that Trustee or associated person, of any Trust Property or proposed Trust Property, is at arm's-length market rates.

21.2 Provided the requirements of clause 21.1 have been met, each Trustee will be entitled to act under this Deed and to exercise all of the powers given by it, even though:

21.2.1 that Trustee is associated with a company, trust or some other entity (whether as director, trustee or in some other capacity) to which the Trustee sells or leases any property forming part of the Trust Property or in which the Trustee holds or proposes to acquire shares or other investments as part of the Trust Property;

21.2.2 that Trustee is a trustee of any other trust to or from which it is proposed to sell or purchase shares or other property;

21.2.3 the personal or other interest or duty of a Trustee in any particular matter may conflict with that Trustee's duty as a Trustee;

21.2.4 the Trustee in whatever capacity or capacities (either alone or in conjunction with any other or others) is both vendor and purchaser or both lessor and lessee or similarly involved on both sides of a transaction or relationship;

21.2.5 the Trustee may be the only one to benefit as a result of the Trustees' decision.

21.3 No private pecuniary profit shall be made by any Trustee and all payments to Trustees must be made in connection with the Charitable Purposes, provided that, so long as the provisions of clauses 21.1 and 21.2 are complied with:

21.3.1 Trustees, Special Trust Advisers and others acting on the Trust's behalf shall be entitled to receive full reimbursement for all expenses properly incurred in connection with the affairs of the Trust;

21.3.2 the Trust shall be entitled to pay reasonable and proper remuneration to any Trustee, employee, contractor or agent of the Trust who or which is associated with a Trustee in return for services actually rendered to the Trust, at arm's-length market rates;

21.3.3 any Trustee and their firm or entity may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that person or by any firm or entity of which that person is a partner, director, shareholder, member, employee or associate in connection with the affairs of the Trust;

21.3.4 any Trustee may retain any remuneration properly payable to them by any company or undertaking with which the Trustee has acted in any capacity whatever, notwithstanding that that Trustee's connection with that company or undertaking is in any way attributable to their connection with the Trust.

21.4 Conflict-of-Interest Register and Disclosure
The Trustees shall maintain a Conflict-of-Interest Register recording all actual or potential conflicts arising under this Deed. This Register must be reviewed at each Trustee meeting and summarised in the Trust's annual governance report to Charities Services. Any decision involving a conflicted Trustee shall be recorded with the nature of the conflict and the Trustees' management decision.

22. **Trustees who also act as directors**

22.1 Any Trustee or Special Trust Adviser may act as a director, officer or employee of any company or its subsidiary company, even though the shares or debentures of that company form part of the Trust Property.

23. **Limitation of Trustees' liability and indemnity**

23.1 No Trustee or former Trustee will be liable for any loss which is not attributable to dishonesty, wilful misconduct or gross negligence.

23.2 No Trustee will be bound to take any proceedings against a co-Trustee or a former trustee for any breach or alleged breach of trust committed by that co-Trustee or former trustee.

23.3 No Trustee or former trustee will be liable to anyone who has a claim against the Trust Property, which cannot be met because of a resettlement or distribution of all or part of the Trust Property, but this clause does not exempt any Trustee or former trustee for liability arising from the dishonesty, wilful misconduct or gross negligence of the Trustee or former trustee.

23.4 No Trustee or former trustee will be liable for any loss, damage, costs (including legal costs), detriment or other liability whatsoever arising directly or indirectly from the exercise of any discretion in accordance with this Deed, provided no such loss, damage, costs (including legal costs), detriment or other liability arises from the dishonesty, wilful misconduct or gross negligence of the Trustee or former trustee.

23.5 All of those who act or have acted as Trustee or former trustee will be entitled to be reimbursed and shall be fully indemnified from the Trust Property for all losses, costs (including legal costs), damages or other liability they incur in defending their actions, and for any losses, costs (including legal costs), damages or other liability whatsoever, unless any such cost, expense, loss, damage or other liability arises from the dishonesty, wilful misconduct or gross negligence of the Trustee or former trustee or is otherwise excluded by the provisions of this Deed or by the Trusts Act 2019 (or any successor legislation)

24. **Delegation**

24.1 The Trustees may appoint agents and attorneys to the extent permitted by law.

24.2 The Trustees may delegate to a committee of their number in accordance with Schedule 1.

24.3 Any Trustee may appoint a delegate, agent or attorney, to exercise the duties, discretions and powers of that Trustee, where permitted by law.

24.4 The Trustees may vest any trust asset in any person as nominee, may authorise the use of sub-nominees, and may place any trust asset in the possession or control of any person or persons.

24.5 The general duty of care specified by section 29 of the Act (when that section is in force) does not apply to any appointment described in clauses 24.1 to 24.4.

24.6 No Trustee will be liable for any loss arising from the lawful appointment of an agent, attorney, delegate or nominee unless the loss arises from the Trustee's dishonesty, wilful misconduct or gross negligence.

25. **Dispute Resolution**

25.1 Clauses 25.2 to 25.6 apply to any dispute:

25.1.1 about the meaning of this Deed or any clause in it; or

25.1.2 between the Trustees; or

25.1.3 between the Trustees and any person who benefits from the Trust or the Trust Property; or

25.1.4 between the Settlor and the Trustees relating to the Trust or the Trust Property.

25.2 In any case of dispute each party shall, within 10 Working Days of such dispute having arisen or become apparent, prepare and circulate to the other parties a memorandum or other form of statement setting out its position on the matter in dispute and its reasons for adopting that position. Each such memorandum or statement shall be considered by the parties who shall respectively use their reasonable endeavours in good faith to resolve the dispute.

25.3 If the parties can agree on a resolution of the matter, they shall jointly execute a statement setting forth the terms of such resolution and the parties shall exercise their voting rights and other powers available to them in relation to the Trust or otherwise to procure that such resolution is promptly and fully carried into effect.

25.4 If a resolution is not agreed by the parties in accordance with clause 25.3 within 10 Working Days of the 10 Working Day period referred to in clause 25.2, or such longer period as the parties may agree in writing, then the matter shall be referred for mediation between the parties to an accredited mediator appointed by the Arbitrators and Mediators Institute of New Zealand or its successor.

25.5 All parties will diligently and in good faith co-operate and participate in the mediation process, making genuine attempts to find a solution acceptable to the parties.

25.6 The costs of the mediator shall be shared equally between the parties.

25.7 Nothing in this clause 25 shall prevent a party from seeking urgent injunctive relief in order to protect its position pending commencement of the processes set out in this clause.

26. **Investment Principles**

26.0 Supremacy of Modified Investment Duties. Where any provision of this Deed refers generally to the duties of Trustees under the Trusts Act 2019 in relation to investment, such references are subject to, and overridden by, the express modifications and exclusions set out in clauses 26.6 and 26.7. To the extent of any inconsistency, clauses 26.6 and 26.7 prevail.

26.1 All investments must support charitable purposes and be ethically managed within New Zealand.

26.2 Permitted instruments include NZ bank deposits, government or local-authority bonds, ethical funds, and investment-grade securities approved by Majority Resolution and the Independent Trustee.

26.3 Digital Assets and Crypto-Based Value Permitted: only when ancillary to charitable purposes; authorised by Majority Resolution; independently reviewed; non-speculative; converted to NZD within 30 days unless otherwise resolved; all holdings disclosed annually.

26.4 Alternative Value Systems: Community-based or purpose-bound exchange systems permitted if non-speculative, transparent, lawful, values-aligned, independently reviewed, and must be notified to the relevant project-specific advisory structure.

26.5 The Trustees shall exercise their investment powers in accordance with the standard of care, prudence, and obligations set out in the Trusts Act 2019 (New Zealand) and any successor legislation subject to the express modifications and exclusions set out in clauses 26.6 and 26.7.

26.6 Section 29 of the Act (once that section is in force) will be modified, so that it does not apply to investment of the Trust Property, but the Trustees must invest in good faith, for the Charitable Purposes.

26.7 Section 30 of the Act (once that section is in force) will not apply and is excluded by this Deed. The Trustees must invest in good faith, with reasonable care and diligence, and in a manner consistent with the Charitable Purposes, the Community-First Value Guard, and the Platform One Foundation Charter and Guiding Principles.

26.8 Clauses 26.1 to 26.7 and clause 27 are intended only to amplify the investment powers of the Trustees and do not limit those powers.

26.9 The Trustees will not be liable for any loss or liability resulting from investment in accordance with these investment principles and clauses 26 to 28. The Trustees will be indemnified out of the Trust Property in each such case. However, this clause 26.9 does not exclude liability for a Trustee's dishonesty, wilful misconduct or gross negligence.

27. **Freedom to invest**

27.1 The Trustees need not diversify investments or maintain a balanced investment strategy.

27.2 All investments shall be ethically justified and retained within New Zealand unless authorised by Majority Resolution for charitable purposes abroad.

27.3 All funds shall be applied solely to charitable purposes and ring-fenced by project.

27.4 Any expenditure exceeding NZD 15 000 requires Trustee approval and notification to the relevant project-specific advisory structure.

27.5 The Trustees may retain land or interests in land or bank deposits or bank accounts or any other type of investments as the sole or predominant asset class of the Trust Property, and, in particular but without limitation, shall be entitled to solely or predominantly invest in and retain properties and facilities the Trustees consider in their sole discretion are or may be beneficial for the attainment of the Charitable Purposes;

27.6 The Trustees may adopt a portfolio approach to investment, with or without taking advice.

27.7 The Trustees need not invest so as to favour preservation of capital over interest or dividend returns, or vice versa. They may hold wasting assets or those which produce little or no income.

27.8 The Trustees may delegate investment decisions, management or allocation to a professional investment manager or advisor or a trustee corporation.

27.9 The Trustees will not have any duty to insist on payment of dividends or distributions from any company they have an interest in.

27.10 The Trustees will at all times be entitled, as of right, to a set-off of the type specified in section 129 of the Act, as if this had already been approved by the court.

27.11 Where the pursuit of a Charitable Purpose makes acquiring or retaining a particular asset or assets (or investment in any particular manner) desirable in the Trustees' sole opinion, provided always that the Trustees act honestly, in good faith, and with reasonable care and diligence consistent with their duties under the Trusts Act 2019 as modified by this Deed.This clause would include, for instance, purchase of an interest in residential facilities, or their sale, even if there is a loss of capital as a result.

28. **Specific types of investment**

28.1 Without limiting any previous clause, it is confirmed the Trustees may at any time invest:

28.1.1 in a property which, while in pursuit of the Charitable Purposes, also serves as a residence of a Trustee or Special Trust Adviser that is providing services to the Trust, provided that benefit and any conditions of its use are approved in accordance with this Deed;

28.1.2 by buying land, plant, stock or chattels in New Zealand or elsewhere, on any terms the Trustees think fit;

28.1.3 in any mortgage of land in New Zealand or elsewhere including a contributory mortgage or in the name of a nominee;

28.1.4 in any shares, stock, debentures or other company investments, including accepting or taking up bonus shares or other rights from any company in any country;

28.1.5 in any group investment fund, unit trust, investment trust or property syndicate in New Zealand or elsewhere.

28.1.6 The Trustees may accumulate income or maintain reserves only if ethically justified and retained within New Zealand.

28.1.7 Reserves shall be reviewed annually.

28.1.8 Any reallocation exceeding NZD 15 000 requires advisory notification to the relevant project-specific advisory structure and Independent Trustee confirmation

29. **Shareholdings and Trustee Indemnity**

29.1 The Trustees need not interfere or be involved in any way in managing or supervising the business of any company or incorporated body in which the Trustees may hold shares. This clause applies no matter what proportion of the total capital is held by the Trustees.

29.2 The Trustees will be entitled to leave all the running of that business to the directors of the company or incorporated body, unless they actually know a director has acted dishonestly or has misappropriated money as director.

29.3 Clause 27.9 applies to paying dividends, or deciding not to pay dividends, and all other aspects of running the business.

29.4 Trustees acting honestly and in good faith shall be indemnified by the Trust against liabilities incurred in proper discharge of duties, except in cases of negligence, misconduct, or undeclared conflict of interest.

29.5 No indemnity payment shall be made without independent review and confirmation.

30. **Overseas Investment Act 2005**

30.1 For so long, during the existence of the trusts created by this Deed, as the Overseas Investment Act 2005 or any other statute or regulations restricts (either absolutely or subject to prior consent or exemption) the class of persons or corporations who may acquire an interest in any assets in New Zealand, then notwithstanding anything elsewhere contained in this Deeds, the Trustees shall not appropriate, transfer or otherwise vest any estate or interest in any assets in New Zealand pursuant to this Deed in any person who is not, due to any such restriction, permitted to acquire any such estate or interest, provided that:

30.2 if any prior consent to or exemption enabling such vesting as required by law shall be obtained then the prohibition contained in this clause shall no longer apply

31. Charter Lock

31.1 Charter Lock: The Platform One Foundation Charter and Guiding Principles contained in Schedule 2 constitute the enduring interpretive reference for all actions and variations under this Deed.

31.2 Immutable Clauses: Clauses 8 through 12, 19, and 24 through 26 may not be weakened provided that nothing in this clause shall prevent amendment where required to maintain charitable status under New Zealand law.

31.3 Procedure Variation requires all of the following:

a) Majority Resolution, and

b) 15-day consultation with relevant project-specific advisory structures (where applicable), and

c) Independent confirmation, and

d) Public disclosure.

31.4 Invalid Variation: Any variation contrary to this clause is void.

32 Dissolution

32.1 The Trustees may, by resolution, decide to wind up or dissolve the Trust if they consider it appropriate for any reason, including (but not limited to) where its purposes have been fulfilled, can no longer be effectively pursued, the Trust is no longer financially sustainable, is to merge or be re-structured into another charitable entity, or any other circumstance the Trustees, acting honestly and in good faith, consider appropriate in the circumstances.

32.2 Upon winding-up or dissolution of the Trust, and after payment or provision for all debts and liabilities, the Trustees shall ensure that all remaining funds and assets are distributed only to organisations that are registered charities in New Zealand whose purposes are exclusively charitable and substantially similar to those of this Trust, and which uphold the principles of the Community-First Value Guard and the Platform One Foundation Charter and Guiding Principles.

32.3 No surplus assets shall be paid or distributed directly or indirectly to any individual, trustee, or private entity.

32.4 If for any reason it is impracticable to determine an appropriate recipient organisation, the Trustees shall refer the matter to a court or other lawful authority with jurisdiction under the Charities Act 2005 (New Zealand) for direction as to the charitable application of the surplus assets.

33. Execution

33.1 This Deed may be executed by the parties by scanning and exchanging signed counterparts or by other electronic means. All counterparts form one and the same document.

Executed by the parties.

Important Acknowledgements

By signing this Deed, each signatory acknowledges:

- The Trustees were advised of their right to independent legal advice before signing;
- *The Settlor was advised about Trustee duties at law and the specific duties which will apply under the Trusts Act 2019;*
- Some of those duties (default duties) will be excluded or modified by this Deed;
- These exclusions and modifications are set out in clauses *17* to *27 in particular of this Deed and the Settlor is aware of the meaning and effect of each modification or exclusion;*

- *Without limiting the Settlor's full review of this Trust Deed, the Settlor is aware of the meaning and effect of the following liability exclusion or indemnity clauses: 13.1.12* (insurance), *13.1.14 (full indemnity), 5 (determination as to income or capital), 6* (use of income and capital), *19 (exercise of discretion) 23 (limitation of trustees' liability and indemnity), 24* (delegation) and *26 (investment principles)*.

Signed by Dana Charles DARWIN as Settlor: Signature: ____________________________ D C DARWIN
Who's signature was witnessed by: Signature: ____________________________ Name: ________________________________ Occupation: ____________________________ Address: ________________________________

Signed by Dana Charles DARWIN as Trustee: Signature: ____________________________ D C DARWIN
Who's signature was witnessed by: Signature: ____________________________ Name: ________________________________ Occupation: ____________________________ Address: ________________________________

Signed by Edward Michael FLECK as Trustee: Signature: ________________________ E M FLECK
Who's signature was witnessed by: Signature: ________________________ Name: ________________________ Occupation: ________________________ Address: ________________________

Signed by Louis KINSLER as Trustee: Signature: ________________________ L KINSLER
Who's signature was witnessed by: Signature: ________________________ Name: ________________________ Occupation: ________________________ Address: ________________________

Signed by David Paul BRISBANE as Trustee: Signature: ________________________ D P BRISBANE
Who's signature was witnessed by: Signature: ________________________ Name: ________________________ Occupation: ________________________ Address: ________________________

Signed by Antoni KEW as Trustee: Signature: ______________________________ Name: A KEW
Who's signature was witnessed by: Signature: ______________________________ Name: ____________________________________ Occupation: _____________________________ Address: ____________________________________

Schedule 1 – Proceedings of Trustees

1. **Chairperson**. The Trustees by majority decision shall elect one of their number to be the Chairperson of the Trust and may replace that person as Chairperson with another of their number, from time to time, by majority decision.

2. **Meetings generally**. Subject to this Deed, the Trustees will meet together to conduct the business of the Trust and may adjourn and otherwise regulate their meetings and proceedings as they think fit.

3. **Meeting schedule**. The Trustees shall hold Trustees' meetings at least quarterly and shall be entitled to attend meetings in person or by audio or audiovisual means or a combination of those means.

4. **Notice.** Unless waived in writing by all Trustees, no meeting of the Trustees will be held unless all Trustees have been given 5 Working Days' notice by the Chairperson, or failing the Chairperson calling such meeting within 10 Working Days of a request to do so by another Trustee, on 5 Working Days' notice by another Trustee, of the place, date and time of the proposed meeting and provided a reasonable indication of the business to be conducted at that meeting.

5. **Quorum**. A quorum for any meeting of the Trustees shall be a majority of the Trustees for the time being present (in person or by audio or audiovisual means or a combination of those means). An Interested Trustee may attend and be heard at the meeting and shall be counted for the purpose of establishing a quorum, but shall not vote on, or determine, any matter in respect of which that Trustee is interested.

6. **Committees**. The Trustees may delegate matters to a committee of their number on such terms as they see fit and to the extent permitted by law.

7. **Rescission**. Any resolution of the Trustees may be rescinded or varied from time to time by the Trustees at any subsequent meeting.

8. **Minutes to be kept**. A minute book shall be provided and kept by the Trustees and all proceedings of the Trustees and any committee appointed by the Trustees shall be entered in the minute book.

9. **Minutes conclusive**. Minutes signed by the Chairperson of the meeting at which the proceedings were transacted or by the Chairperson of the next succeeding meeting shall be conclusive evidence of the proceedings and of the fact that the meeting was duly convened and held without objection from any Trustee.

10. **Written Resolutions.**

    10.1 Despite any other provisions of this Deed, a resolution in writing signed by a Majority of the Trustees for the time being shall be as effective for all purposes as a resolution passed at a meeting of the Trustees duly convened, held, and constituted.

    10.2 A written resolution may consist of several documents in the same form, each signed by one or more Trustees.

    10.3 Where a written resolution relates to the appointment or removal of a Trustee, any Trustee who is the subject of that resolution shall not be entitled to sign the resolution, but shall be counted for the purpose of quorum and shall be entitled to provide written submissions to the Trustees before the resolution is signed.

11. **Rotation Schedule and Transitional Arrangements**

11.1 Rotation Commencement
For the purpose of establishing an orderly rotation cycle, the Trustees may, by Majority Resolution, determine staggered initial terms for Trustees appointed at or near the same time, including assigning initial terms of shorter duration.

11.2 Annual Identification of Retiring Trustees
At least once in each calendar year, the Trustees shall identify which Trustees are due to retire by rotation within the following twelve (12) months.

11.3 Notice of Retirement
Trustees due to retire by rotation shall be notified in writing not less than twenty (20) Working Days before the expiry of their term.

11.4 Reappointment Process
Any reappointment following retirement by rotation shall be made by Majority Resolution in accordance with clause 9.4 and clause 9.12.

11.5 Transitional Provision
Trustees holding office at the date this clause comes into force shall be deemed to have commenced a term on that date unless the Trustees resolve otherwise by Majority Resolution for the purpose of establishing staggered rotation.

Schedule 2 - Platform One Foundation Charter and Guiding Principles

1. Guiding Purpose

The Platform One Charitable Trust Foundation shall act at all times in accordance with the following guiding purpose:

To empower communities to act with shared responsibility, integrity, and collaboration in pursuit of human wellbeing, community resilience, and environmental stewardship. The Foundation recognises that local action and global connection are interdependent, and that enduring progress is achieved through shared values, transparent governance, and equitable participation.

2. Objectives and Community Commitments

2.1 **Community Empowerment and Resilience:** To strengthen community sovereignty and local capacity through education, participation, and the co-design of values-based organisational systems.
2.2 **Knowledge Sharing and Learning:** To establish and maintain open-access knowledge resources and community learning frameworks that foster innovation, self-reliance, and collective skill development.
2.3 **Collaboration and Co-Governance:** To develop transparent, participatory governance structures that ensure all voices are heard and decisions are made through consent, fairness, and shared accountability.
2.4 **Sustainability and Regeneration: To** promote and enable social, environmental, and technological initiatives that support long-term ecological balance and regenerative community development.
2.5 **Innovation and Applied Technology:** To support the ethical use of technology—including renewable energy, data commons, and digital tools—that advance collaboration, sustainability, and local benefit.
2.6 **Global Connection and Local Action:** To align community-based initiatives with global values and frameworks that uphold justice, equity, and collective wellbeing.

3. Vision for a Shared Future

3.1 Communities and organisations acting transparently and cooperatively in alignment with shared global values of fairness, inclusion, and sustainability.
3.2 Resilient, self-determining communities generating shared prosperity and contributing positively to both local and planetary wellbeing.
3.3 A society founded on trust, collaboration, and shared stewardship—by the people, for the collective good.
3.4 All people empowered to participate meaningfully in shaping the systems that affect their lives and communities.

4. Foundational Values

The Foundation and its members shall conduct all endeavours in alignment with the following core values:

- **Awareness:** Acting consciously and responsibly in relation to people, environment, and context.
- **Reciprocity and Respect:** Treating all beings with fairness and compassion, upholding the dignity and rights of others.
- **Integrity:** Maintaining transparency, honesty, and ethical consistency in all actions and relationships.

- **Community Power:** Valuing collective effort and shared purpose as the foundation for enduring strength and innovation.
- **Stewardship**: Protecting and regenerating the natural world and cultural heritage for future generations.
- **Self-Improvement**: Encouraging both personal growth and organisational evolution through reflection, learning, and practice.
- **Collaboration:** Building partnerships founded on trust, consent, and mutual benefit.

5. Operating Principles and Criteria

5.1 **Openness:** A commitment to transparency, knowledge-sharing, and accessibility across all operations.
5.2 **Adaptability:** Ensuring the Foundation remains responsive to community needs and evolving social and environmental conditions.
5.3 **Continuous Improvement:** Embedding reflection and review in all decision-making and operational processes.
5.4 **Participation:** Ensuring inclusive and equitable engagement of stakeholders in governance and action.
5.5 **Local Action for Global Alignment:** Upholding the principle that strong, self-reliant communities contribute directly to planetary wellbeing.

6. Commitment Statement

The Platform One Charitable Trust Foundation commits to remaining true to its purpose, to act consistently within its values, to achieve its mission through transparent and cooperative means, and to model organisational systems that serve people and planet, and facilitate shared prosperity for all.