"SYNDICATE HOUSING INTERNATIONAL"

[UNINCORPORATED CHARITABLE TRUST FOUNDATION]



4C

CONSCIENCE CONSCIOUS CONTRIBUTION COMMUNITIES

PO Box 247
Opononi Four Square
State Highway 12, Opononi 0445
RD3 Kaikohekohe, [New Zealand] Aotearo[H]a
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Non-Government Foundation

MISSION STATEMENT

To provide a turn-key business opportunity to establish a people-backed, AURA gold light credit value, that is our own private medium of exchange, supported by a Global Value Covenant of IO. To initiate the Spirit of barter energy exchange, on our own auction, tender and classified advertisement listing platforms, for real estate, business ventures, business directory services, vehicles and manufactured products, for resale and wholesale drop-shipping, that has an internal affiliate referral infrastructure that builds a buyer's network of subscribers, supporting a pay-it-forward system for the people's AURA Gold Light Credit Ether, to initiate a global reset for shared wealth distribution, through a salvation and restoration, Hue-man rescue plan to save the World from destructive and malevolent forces, intent on destroying Hue-manity.

VISION

To end poverty and oppression forever on a global scale, through innovative and creative solutions. To build a conscience conscious, community and resource economy, that meets cultural tikanga and customary, practices and values of all nations, that can uplift and empower hue-manity. To rebuild working cooperatives that unite one another in a global reset, through the golden light spirit of energy exchange in a world of plenty. To establish abundant wealth, through generations of natural eco-friendly growth and development, within a pay-it-forward affiliate marketing and crowd-share infrastructure strategy, for hue-manitarian, philanthropic, not-for-profit, community services as a unincorporated charitable trust foundation.

PURPOSE

With salvation and restoration at the forefront, we envision self-sustainable, eco-friendly, conscience conscious, contribution communities in remote regions, on good-sized land acreage, or accessible government land seizures that are available for community growth and development projects, and charitable societies of this nature. We provide franchise systems in covenant with community residents, as crowd-share supporters of community services and industry development, to boost employment statistics of the region(s), in which these, conscience conscious, contribution community societies exist.

By making capital pledges and weekly KOHA contributions (donations) as individuals on a community level, in cooperation with local businesses, we envision a syndicate housing business and employment solution, that can be supported by local grant applications for funding support. The Lottery Commission could possibly support civil infrastructure for roads, lighting, stormwater drainage and community sewage dump stations, recycling and waste management, off-grid communication and electricity, running clean, filtered,

ionized, alkaline, town water supplies, that can sustain the sheer number of residents within these eco-friendly, common unity societies.

With an Executive Counsel and Grounds Committee at the helm, providing good planning to establish a working cooperative, with owner-occupied property management, and Lease to Own Cabin Options on Leased Land parcels (Lots), under a constitution, with house rules for hue-man resource and people management, this could be a viable business option to manage the housing crisis, poverty and oppression, we currently face for homelessness and low paid employees that struggle to meet the basic necessities, to maintain good health and well-being.

By meeting local Council By-Laws, and seeking Government environmental sanction and local Council approval to enhance low socio-economic areas into productive clean-living societies, we can empower community resident involvement, that inevitably raises the market values within the immediate area, and establishes asset resource management, for future generations to create wealth and set up future shares, for beneficiaries of the charitable trust foundation. We may also have the opportunity to meet (WINZ) Work & Income New Zealand's "Urgent Housing" requirements with our Rental Cabins to receive accommodation supplements and Temporary Additional Support payments.

By providing self-managed, self-governed, eco-systems with working cooperatives of business-minded people within common unity communities who involve other local community residents and local businesses, that initiate capital pledges and weekly donation contributions to support community growth and development of their immediate vicinity, with the option for future expansion, we could see a rise in real estate and property management values in the local marketplace. This definitely is a win, win solution for the community supporters, that receive a [ROI] return on investment element to this enterprise, by way of asset wealth management that they are shareholders of, which provides future sustainability and stability for their environment. A business model backed by the people for the people.

We encourage unified support from shareholders that together everyone achieves more. Equality for all who contribute into a crowd-share funded return on investment solution that offers employment and shareholder opportunities within a working cooperative that establishes an asset-rich, resource economy society, which involves organic industry development, that employs people as paid volunteers, exchanging their labour and time for our very own private medium of exchange, AURA Gold Light Credit Ether, as a solution to thrive and not just survive. This provides immediate expansion to the ecofriendly conscience conscious, contribution community for future sustainability for the community project and its community.

HISTORY

Ariki-nui Kawenata :Marsich-Crown: aka; Gavin-John :Marsich: had a dream that Huemanity was FREE and living in a paradise World of peace, bought about by agape love. A conscience conscious, contribution community in common unity, inspired by love, peace and charity, clean, feed and teach ideals. To live in harmony with all living creatures of Mother Nature on Earth under the watchful eye of IO Supreme, Most High and ALL Creation. This dream was also his father's dream and together they loved to create. Both were hardworking, reliable and trustworthy that believed in family, customary values and practices.

However, the dream was short-lived, as family started to grow. There was sibling rivalry, and the ego for competition ensued, wanting more, and eventually chaos consumed them with envy, jealousy, hate, fear and lust. Their need, turned to greed. Fighting over possessions, taking what did not belong to them, fornicating youth and defiling of marriage vows to commit adultery, led to more deception and corruption and soon, way beyond their control. Then war broke out in Heaven. A third of the family left their original E-State, house of origin to reside with man. The good against the bad. The pain and death were too unbearable, causing GOD to depart from Man.

SALVATION & RESTORATION

Today, we are faced with a clear choice between Life or Death. To walk a righteous path, set by rules of engagement, terms and conditions and a fool-proof plan with step-by-step instructions. To apply the lore/laws of maxim "DO NO HARM" and always speak the spirit of truth. Stay positive, calm and balanced, and be happy to invest your time and effort to the family of equal, equitable shares. To remain in the authenticity of the love energy frequency, that brings balanced calmness for peace, to the family unit and common unity community.

EXPERIENCE

Ariki-nui Kawenata's personal profile can be found HERE. His Curriculum Vitae with his experience can be viewed HERE. His business experience and work ethics are desirable to many of his business colleagues, and the Wise Counsel of IO, who bring their own experiences to the banquet table of knowledge, wisdom, inner and upper standing, counsel, fortitude, piety, fear of GOD, that meets regularly to discuss the operations and areas for improvement. The franchise agreement, Unincorporated Charitable Trust Deed, Constitution, Lore's/Laws, COOP, New Earth Alliance, Conflict Resolution and Community Standards, Rules of Engagement, Terms and Conditions, Accurate Transaction Accounting and Book-Keeping Records of the GAIN 2U Systems, and more, will provide a solid rock foundation, to establish sound and viable franchises around Aotearoa [New Zealand] the Land of the Long White Cloud of the NEW Dawn rising of the Sun/Son [New Zealand] and then Aotearo[H]a, The World of Love for environmental growth and development, to return the Garden of Eden to its former glory. This is a global shift in conscience and we need Hue-manities help to do it.

SYNDICATE HOUSING INTERNATIONAL is an Unincorporated Charitable Trust Foundation.

NOW THIS DEED WITNESSETH AND IT IS HEREBY DECLARED AS FOLLOWS:

- **1.** Now in accordance with the rules and regulations set out in this Deed and Unincorporated on this day, 1st of April 2023AD sets forth below:
- That we, namely, the **"SYNDICATE HOUSING INTERNATIONAL"** do solemnly affirm by resolution of Minutes, the 1st of April 2023AD to the office appoint the following person[s] as Trustees.

| N/ | AME OF TRUSTEES | ADDRESS/CONTACT DETAILS |
|-----|-------------------------------|--|
| 1. | Ariki-nui-Kawenata | 19 Waiotemarama Gorge Road, Opononi 0473, |
| | :Marsich-Crown: | RD3 Kaikohe, [New Zealand] Aotearo[H]a. |
| | (Kingdom Ambassador) | |
| | Secured Party A0005780 | |
| 2. | Gavin-John :Marsich-Crown: | 19 Waiotemarama Gorge Road, Opononi 0473, |
| | (Executive Chair) | RD3 Kaikohe, [New Zealand] Aotearo[H]a. |
| | Secured Party A0015678 | |
| 3. | Ivan-Jason :Marsich: | 7 Cooke Street, Avenues, Whangarei 0110, |
| | | Northland, [New Zealand] Aotearo[H]a. |
| 4. | Queen-Clarity | 1835 Lake Street, Glendale, California [91201], |
| | :Gutmann-Crown: | UNITED STATES OF AMERICA. |
| | (Research Executive) | Consulate of California, United States of America. |
| | Secured Party A0005783 | |
| 5. | Ricky-Rua'kh-Ha-Kotesh | 24 Rakaia Place, Palmerston North Central, |
| | :Mataki-Crown: | Palmerston North, Manawatu [4410], [New |
| | (Sales & Marketing Executive) | Zealand] Aotearo[H]a. |
| | Secured Party A0005785 | |
| 6. | Joanne-Of-Arc | 24 Rakaia Place, Palmerston North Central, |
| | :Peterson-Crown: | Palmerston North, Manawatu [4410], [New |
| | Secured Party A0005792 | Zealand] Aotearo[H]a. |
| 7. | Whaea-Kororia-TeAroha | 47 Signal Station Road, Omapere 0444, |
| | :Toi-Crown: | Northland, [New Zealand] Aotearo[H]a. |
| | (Accounts Senior) | |
| | Secured Party A0005784 | |
| 8. | Lord-Nat-Zachary | P.O. Box 97, Wandin North, Victoria [3139], |
| | :De-Francesco-Crown: | Terra Australis, [AUSTRALIA]. |
| | (Suveran LORE Protectorate) | Consulate of Victoria, [AUSTRALIA]. |
| | Secured Party A0005782 | |
| 9. | Awhina-Matariki | 7A Te Mutu Crescent, Maungatapu [3112], |
| | :Wallace-Crown: | Tauranga, Bay Of Plenty, [New Zealand] |
| | Secured Party A0005781 | Aotearo[H]a. |
| 10. | Lord-Ra-El-Quetzl | PO Box 31, Havelock, Marlborough [7150], |
| | :Seraphim-Crown: | [New Zealand], Aotearo[H]a. |
| | Secured Party A0005786 | |
| 11. | Parengaope-PukePuke- | Otahuhu, Auckland 1062, [New Zealand0 |
| | :Ahitapu-Crown: | Aotearo[H]a. |
| | Secured Party A0005790 | |

3. BACKGROUND

Ariki-nui Kawenata: Marsich-Crown: aka; Gavin-John: Marsich: from the House of Marsich Crown Kingdom, is the AD-Minister to his own Kingdom as well as his father's affairs with Te-Whare-Mātāmuatanga-o-IO (The Kingdom House of IO) and Aotearoha-Kāwanatanga (The World of Love Governance). He is LOVE and wishes to lavish his families love on Hue-manity. IO Supreme, Most High, Adonai, Yahuah is the Alpha and the Omega, beginning and the end Yahusha (Imanuel). Through the father and his living son in flesh, they wish to share their gifts with Hue-manity and restore, rebuild, rejuvenate, REplenish the World to its former glory.

Ariki-nui Kawenata is the exclusive Creator of the GAIN 2U Matrix and GAIN 2U Network energy exchange platforms and shares his creativity with IO Supreme, Most High as the inspired Word of Adonai, as Co-Creators with Exclusive Ownership. This ownership requires the Ruach Adonai of the Holy Spirit G/Host of each individual living Soul in this Realm, to share in Ariki-nui Kawenata's innovative and creative development, to be beneficiary shareholders with an affiliate alliance to The Kingdom House of IO and The World of Love Governance, supported by the AURA gold light credit ether and infinite value covenant with IO. This is supported by God's Bank Reserves, tithing since time immemorial and the 304 TBC Coins value along with an unrebutted Common Law Commercial Lien that establishes the value of the AURA gold credit for energy exchange. The system assists Hue-manity into self-determination, self-management and selfgovernance, that establishes covenants of honor and integrity, by being responsible and accountable for one's own actions within the systems, that have rules of engagement, terms and conditions. If the rules are breached there is a price to pay and remedy to occur. An Executive Wise Counsel of IO is chosen to maintain the systems high ethical marketing standards. Failure to meet these standards will result in timely remedial action and/or termination entirely from the systems.

4. To that end, the parties to this Deed wish to establish an International Foundation in New Zealand ("the Trust") known as **"SYNDICATE HOUSING INTERNATIONAL"** to give effect to the following charitable **Purposes** and **Rules** referred to in this Deed.

5. KOHA/CONTRIBUTION TO ESTABLISH AN UNINCORPORATED TRUST

On signing this Deed, the above parties agree to pay a capital lump-sum of €5,500.00 each, plus €20 a week each thereafter, for a term of 5-years, as a contribution pledge, with a right to renew every 5-year term. This includes a €500 AD-Ministers fee for each 5-year term. To be held in the Trustees WISE Bank Account, for the purposes of establishing this Trust.

NOW THIS DEED RECORDS THE FOLLOWING

5.1 DEFINITION OF TERMS AND CONSTRUCTION

- **a)** Associated and other expression indicating the association of persons and references to meaning set-out under section **AY** of the **Tax Act**;
- **b)** Balance date refers to provisional Tax Requirements of **31st March** and other date adopted by the Trustees;
- **c)** Board refers to the Board established under clause 3.1 of this Deed Charitable Trusts Act refers to the **Charitable Trusts Act 1957**;
- **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;
- f) A Trustee will be Interested in a matter if the Trustees;

- Is a party to or will derive a material financial benefit from that matter;
- Has a material financial benefit from that matter;
- Is a Director, 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;
- Related Persons refers to the purposes set-out in clause 5.5 (Income, benefit or advantage) and in relation to any business to which section CW 42 of the Tax Act;
- **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 on; or
- A settlor or trustee of a trust that is a shareholder of the company by which the business is carried on;
- **k)** A person associated with a **settlor**, **trustee**, **shareholder** or **director**;
- Tax Act refers to the meaning of Income Tax Act 2007.
- I) Teleconference Meeting refers to the purposes set-out under schedule 3 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;
- m) Trust refers to the Charitable Trust created by this Deed;
- **n)** Trust Fund refers to rules set-out in the schedule, meaning this Deed;
- **o)** Trust Fund means:
- The sum of €5,500.00 as a Capital Lump-sum amount and €20 as an on-going weekly contribution thereafter for 5yrs referred to in section (5) of this Deed; and
- 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;
- 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;

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

- 'Act' means the Unincorporated Societies Act 1908 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;
- 'Annual General Meeting' means a meeting of the Members of the Society held once per year which, among other things, will receive and consider reports on the Society's 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 for the
 Society) where that person is the spouse, civil union partner, de facto partner,
 child, parent, grandparent, grandchild, or first cousin of that Member;

- 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 for the Society) relates;
- is 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 for the **Society**) relates;
- 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 of the Society due to the membership of those members; or
- 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 or the Society's 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 of the Society 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 to deputise in the absence of the Chair/President;
- 'General Meeting' means either an Annual General Meeting or a Special General Meeting of the Society;
- 'Matter' means (a) the Society's 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, by the Society;
- 'Member' means a person properly admitted to the Society who has not ceased to be a member of the Society;
- **'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 its 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 **Society**;

6. CONSTRUCTION

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

- a) Charitable purposes refer to the given meaning of terms in reference to the provisions Setout in accordance with the Charities Act.
- **b)** 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.
- c) 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.
- **d)** 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.
- e) Documents refers to any document included this Deed and references to any other documents as being amended or replaced from time to time.
- **f)** Person refers to persons and or firms, corporation, incorporated associations and or authorities and firms that may also include in referenced to a collaboration of joint-venture partnerships, international relationships and cooperation.
- **g)** A rule refers to the interpretation of each schedule, this includes a reference to a rule is a rule set-out in that schedule.
- **h)** Singular, plural and gender refer to singular, plural and vice versa including words that denote a gender include all genders.
- i) Statutes and regulations refer to any statutory provisions including any statutory provisions, its amendments and any other enacted subordinate legislation.
- j) If there is a conflict of interest between the rules contained in this schedule including any other provisions referred to in this Deed, the other provisions therefore shall prevail.

7. ADMINISTRATION OF TRUST

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

8. NAME OF TRUST

The name of the Trust shall be "SYNDICATE HOUSING INTERNATIONAL

CHARITABLE TRUST FOUNDATION" or any other such names as the Trustees may determine by resolution from time to time shall apply.

9. REGISTERED OFFICE

The registered office and address of service of the TRUST is:

19 WAIOTEMARAMA GORGE ROAD, OPONONI 0473, RD3 KAIKOHE, [NEW ZEALAND] AOTEARO[H]A.

or any other such place in New Zealand as the Trustees may determine by resolution from time to time.

10. UNINCORPORATION UNDER THE CHARITALBE TRUST ACT 1957

In accordance with a meeting held on the 4th of March 2023AD, the appointment of Trustees to the above Trust resolved to apply and incorporate as a Board under section 2 of the Charitable Trusts Act 1957 under the name of "SYNDICATE HOUSING INTERNATIONAL" or any other names approved by the Register of Unincorporated Societies.

11. REGISTRATION UNDER THE CHARITIES ACT

If considered appropriate, the Trustees may apply for registration in accordance with the provisions set-out under the Charitable Trust Act 1957 ss 13, 14, 19 sec 2, as a Charitable Entity shall give effect to the purposes further set-out in section/clause 3.3.1 of this Deed of Trust.

12. KEY OBJECTIVES OF SYNDICATE HOUSING INTERNATIONAL

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 New Zealand 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:

PROJECT 4C

Short-term

- **a)** To shift the conscience of hue-manity from an independent mentality to an interdependent spirit of energy exchange and cooperation.
- **b)** To encourage community response to come together to restore their local communities and regional areas by forming contributing communities that involve resident shareholders in common unity to support the implementation of community projects one town at a time.
- c) To initiate community projects from innovative design, action planning, community discussions, fundraising, grant applications and crowd-share solutions, GAIN 2U AURA gold credit paid volunteers, to implementation, teamwork and (CIP) Community Involvement Projects with desirable outcomes that meet the needs and wants of residents of the community.
- **d)** A Contributor benefits from discounted and subsidized products and services. Whereas non-contributors pay full capacity of the capital value of the resource economy. HERE is a preview of our Syndicate 1000 Group, Conscience Conscious Communities with Cooperative Capital.
- **e)** To meet with local Whanau Hapu individuals to discuss involvement in a Whanau Hapu Trust with an Option to Purchase or Lease to Own a COOP Business Model to create a resource economy in [New Zealand] Aotearo[H]a.
- **f)** To collect data from each individual about their current financial circumstance, to be analyzed in a comprehensive report to the family whether they are suitable for a Whanau Hapu franchise.
- g) A KOHA to the value of €100 Euro Dollars an hour to offer a debt reduction budget service, that provides documents to collect data of their current financial circumstances to be analyzed and to provide a comprehensive report to establish their suitability for a Whanau Hapu franchise.
- h) A one-time €5,500 Euro Dollar Capital Pledge, that includes a €500 AD-Ministers Fee, and a €20 Euro Dollar weekly contribution thereafter, for a term of 5-years, with a right to renew every 5-years thereafter.

- i) A site establishment fee (delivery Cost). A site preparation cost. A builder's or erection labour cost (if any). A service connection fee (Power, Water, Gas, Raw Sewage (if any)).
- j) A €1,500 document establishment fee for a Lease to Own Option opportunity. A Bank Fee of €500. A Brokers Fee of €250. Legal Fees of €1,500. 10% Upfront Tithe. All ADDED to the sited dwelling.
- **k)** €399 yearly fee to set up and run a COOP Foundation.
- I) €250 set up pledge and €5.50 ongoing weekly contributions thereafter for each of the GAIN 2U platforms.
- **m)** €199 yearly for the online business directory for online international exposure and supply on demand consumerism.
- n) €199 yearly for the Manpower Outsourcing and Recruitment Agency that connects (NGFs) Non-Government Foundation's with shareholder, joint venture partnerships for a working cooperative.

SOUL TRADER - INDIVIDUAL PROJECTS

Pledge €15,000

5 Year Right of Renewal €1,000 Capital Pledge

€20 a week = €1,040 a year for 5 years = €5,200

€1,500 Document Establishment Cost

€500 Bank Fees

10 Hours Professional Service @ €100 = €1,000

€1,500 Legal Fees

Brokers Fee = €250 €10,950

10% Upfront Tithe = €1,500

10% Upfront ROI = €1,500 €3,000

JOINT VENTURE - FAMILY PROJECTS

Pledge €30,000

5 Year Right of Renewal €3,000 Capital Pledge

€60 a week = €3,120 a year for 5 years = €15,600

€1,500 Document Establishment Cost

€500 Bank Fees

15 Hours Professional Service @ €100 = €1,500

€1,500 Legal Fees

Brokers Fee = €250

€23,850

10% Upfront Tithe = €3,000

10% Upfront ROI = €3,000

€6,000

SHAREHOLDER PARTNETSHIPS - COMMUNITY PROJECTS

Pledge €45,000

5 Year Right of Renewal

€15,000 Capital Pledge x 1,000 Families = €15,000,000

€300 a week = €15,600 a year for 5 years = €78,000 x 1,000 Members = €78,000,000

€1,500 Document Establishment Cost

€500 Bank Fees

20 Hours Professional Service @ €100 = €2,000

€1,500 Legal Fees

Brokers Fee = €250 €35,350

10% Upfront Tithe = €4,500

10% Upfront ROI = €4,500

€9,000

COOPERATIVE CAPITAL – SYNDICATE FRANCHISE PROJECTS

Pledge €650,000

5 Year Right of Renewal

€150,000 Capital Pledge x 1,000 Members = €150,000,000

€3,000 a week = €156,000 a year for 5 years = €780,000 x 1,000 Members = €780,000,000

€50,000 Document Establishment Cost

€15.000 Bank Fees

1,000 Hours Professional Service @ €100 = €100,000

€15,000 Legal Fees

Brokers Fee = €25,000

€511,000

10% Upfront Tithe = €51,100

10% Upfront ROI = €51,100

€102,200

COUNTRY FRANSCHISE PROJECTS

Pledge ???

5 Year Right of Renewal

€10,000,000,000,000 per Country with 1,000 Conscious Community States in common unity.

€10,000,000,000,000 per State with 1,000 Conscious Communities in common unity.

€10,000,000,000 per Conscious Community with 1,000 Citizens invested in common unity.

€10,000,000 AURA Gold Credits per citizen in a FREE-Will Affiliate Alliance with Adonai, Most High.

€10,000 Kick-Start Balance to each subscriber of the GAIN 2U Matrix and GAIN 2U Network.

Medium-term

- **o)** To establish Towns, Villages, Communities and Regions from a (HUB) Central Base to 5 Kilometres Radius sectors of interdependent COOP's all with a hive-mind conscience of common unity to exchange locally.
- **p)** Initiate COOP Alliances with local businesses, food & petrol outlets, trade & professional services, small to medium-sized enterprises. Each community creates a resource economy to trade and barter internally and eventually externally with other communities.
- **q)** Each community establishes courier delivery logistics with land, sea, air, space freight that serves the conscious community.
- **r)** Local residents who are NOT contributing to the community are recognized as non-contributors that do not receive discounted products and services and are charged at full capital values.

Long-term

- a) To establish administration policies and procedures for accurate record-keeping to track ALL transactions great or small in an [AIO] ALL-IN-ONE Solution, whether for industry, commerce, associations, societies or just private capacity as an individual.
- **b)** To create a NEW Earth Alliance to improve the self-sustainability of the global economy for the survival of our hue man species to co-exist in harmony with other species.
- c) To establish Working COOP's that are independent but can work interdependently in cooperation with a global marketplace of other members, independent business

- owners, shareholders, inventors, manufacturers, suppliers, distributors, resale and wholesale Drop-shipping organizations and any other enterprise in common unity for conscious communities.
- **d)** To secure deals that are 50% equity-based, and 50% debt-based, financial support from contribution shareholders and lending institutions. With approximately 20% going towards syndicate working cooperative foundation start-ups, 40% real estate and 40% to established small to medium-sized businesses.
- e) To restore land, rivers, sea, air and ether into clean energy, natural & organic, non-threatening, non-corrosive, chemical free and environment friendly conscious communities that can resolve environmental issues by recycling waste into shredded materials that is safe and reusable in civil and construction materials.
- **f)** To create love, peace and charity, clean feed and teach, Non-Government Foundations within working cooperative alliances with future expansion by franchise covenants in alliance with Almighty God.
- **g)** To establish a franchise system for conscious communities and communal-living concepts.
- **h)** To develop rent-to-own cabins and common union multi-living complexes with communal-living facilities and rest accommodation.
- i) To offer a registration to Manpower Outsourcing to establish Non-Government Foundations and Recruitment Services to create onsite Trade & Labour Hire Services.
- j) To establish a Manpower Membership Support Network and Credit-line for Paid Volunteers to utilize the services of other Members in a Trade & Labour Hire Service
- **k)** To initiate a Working COOP of Shareholders to invest their time and labour into an Executive Counsel and Grounds Committee for the successful day to day operations of a conscious community caravan/cabin park business opportunity and non-government foundation.
- **k)** Establish a contributions network for shareholders, weekly payments by direct debit for land leases and common use facilities and amenities.
- **I)** To initiate a crowd-share funding solution for rent to own housing for homeless and the lower socio-economy.
- **m)** To create a homestay solution for affordable rent to accommodate the housing market crisis.
- **n)** To establish a function centre to hire for sports clubs, churches, commercial and entertainment with the opportunity of overnight stay-overs as a business revenue for the conscious community.
- o) To establish onsite amenities that include Shop/Dairy, Café/Restaurant, Arts & Crafts, Internet WIFI Services, Tools & Equipment Hire, Mobile Petrol & Electric Scooter Hire, Courtesy Transport Hire, Private Sauna/Steam Room Hire, First Aid Medical, Health & Beauty, Laundry, Kitchen, Dining, Toilets, Showers, Dump Station Cess-Pit for Excrement Sewage Waste, Water Tanks & Water Pump Station, Gymnasium, Weight Room Training Facility, Games Room, Caravan Powered Sites and Tent Sites, Waste Management, Recycle Centre, Children's Playground, Obstacle Theme Park. Secure Carpark, Steel Container Storage, Implement Sheds, Greenhouse for Organic Garden Vegetables, Stepped Land for Seed-Bearing Fruit Trees planted on unusable hillsides,
- **p)** Establish regular social gatherings for entertainment like theme nights, pot-luck dinners, fancy dress, education, CONG Business meetings, culture themes, games night, Bingo, pre-sales of hangi, spit-roast, date night, dinner for 12, trivia, creator / new innovative invention night and more.

- **q)** Establish regular weekly 3m x 3m gazebo market stalls for Non-Government Foundations to market their merchandise. Small Business operators to hold food, organic vegetables & seed-bearing fruits, clothing, appliances, tools, assorted items etc. Also, weekly CONG Business meetings to move merchandise and build relationships locally, nationally and internationally.
- r) To encourage culture and diversity that uplifts the spirit of exchange in common unity of community exchange that encourages equality through fair trade protocols.
- **s)** To create video presentations to give clear and decisive direction to educate the masses. This will include training modules, VOIP recorded meetings

13. CHARITABLE PURPOSES

In maintaining exclusively, the charitable purposes set-out under this Deed, the "SYNDICATE HOUSING INTERNATIONAL" wish to establish the following:

14. RELIEVE POVERTY

Relieve poverty of food, water and shelter by:

- reducing and closing the gaps of inequities of poverty by establishing centralized conscience communities, hue-manitarian aid and relief throughout Aotearoha to enable Mahitahi Hapū Co-operatives to develop affordable papakainga (homes) led for and by whānau.
- develop community projects such as horticultural, organic traditional marakai gardens and produce (fruit and vegetables) including with a long-term view of being self-sufficient, interdependent and to promote and improve healthy clean living.

MATAURANGA-KAITIAKITANGĀ

- develop Matauranga Educational/Training programs and facilities with a key emphasis in maintaining, conservation, preservation and nurturing access to and use of ngā taonga tuku iho (natural resources-wetlands restoration, flora and fauna and species) for the ultimate purposes of setting up nurseries and Hue-man and Resource Management in accordance with customary principles and values of te āo māori me onā tikānga.
- promote key objectives that recognizes and meets the aims, aspirations and cultural differences of youth, wahine, (women), tane (men), māori, pacific, ethnic minority groups and their whānau/families and 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 within the Hokianga, Far North District area.

TE WHARE MATAUMUATANGA O AOTEAROHA

To promote and advance the Kingdom House of Io

HE AHA TE MEA NUI O TE AŌ HE TANGATA, HE TANGATA

15. RECOGNITION OF COMMUNITY NEEDS

In recognising the needs, well-being, aims, aspirations and cultural differences of Tamariki (Children) and Rangatahi (Young Persons), Māori and Pacific Island Ethnic Minority Communities, Wahine, (Women), Tane (Men) and Individuals with Special, Mental Health needs and disabilities that proposes to:

a) co-ordinate and work closely with existing primary health care providers, government agencies, non-government organisations, private charitable groups and Mahitahi Hapū 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 Address disparities, barriers and improve access to services.
- d) to provide easier access to services for clients where evidence of disparities in health care between māori and non-māori communities where efforts to address inequality have been quite challenging.
- e) to deliver culturally appropriate approaches to health care and outreach services.
- f) 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.
- **g)** achieve desirable, positive results to improve better quality of social, economic and cultural outcomes etc.
- **h)** to become a central key player in the provision and delivery of free of health care services.
- i) 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 and national level.
- **k)** to build and strengthen relationships among vulnerable children and young persons and whānau enhance strong relationships with the wider community, including other service providers, schools and government agencies.
- I) to reduce the impact of alcohol and drug related harm and abuse.
- **m)** provide effective strategies, treatment plans and rehabilitation through the practice and implementation of te aō māori me onā tikānga customary practices, values and principles.
- **n)** enhance rangatiratanga (self-independence) and produce long-term sustainable positive solutions to support and strengthen whānau/family relationships through whakawhānaungatanga.
- **o)** empower, encourage and build resilient communities.
- **p)** improve and produce better quality of health, education and social outcomes.
- **q)** achieve solutions to improve outcomes within the communities is fundamental to successfully reducing and minimizing alcohol and drug related harm through the implementation of collaborative, community led solutions.
- **r)** 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.
- 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.
- t) 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-HAUORA

16. ALCHOL AND DRUG - REFERRAL NETWORKS

In developing well documented policies and procedures to support the referral process and clinical pathway, networking agencies and referral basis includes the following:

- a) Ministry of Social Development.
- **b)** Youth Justice/District Courts and Probation Services.

- c) Child Youth and Family.
- **d)** Walk-in and or fax referrals.
- e) AA/NA networks.
- **f)** Adult and Youth Support.
- **g)** Youth Work and Networking.
- h) School and Home Visits.
- i) Provide effective strategies, treatment plans, rehabilitation in accordance with cultural practices.
- j) Improve physical and mental well-being of children and young people.
- **k)** Produce long-term sustainable positive solutions to support and strengthen cons whānau/family.
- I) Support government and non-government agencies to address and respond to an increase and rise in serious and persistent offending of children and young people at risk as a result of alcohol and drug related issues.
- **m)** Minimize and decrease serious and persistent re-offending for high-risk young people.
- **n)** To deliver a service that is culturally safe with staff that is professional and has a good understanding of how to deliver their respective services according to specific quality of standards (QUAL) and guidelines.
- **o)** Formulate, develop and implement well documented policies and procedures to support the referral process and clinical pathways.
- **p)** Support will also be provided to employees through on-going personal and professional training and development and access to Taumata and other Organizations.
- a) One on one support counselling.
- **b)** Group sessions.
- c) Continuum of Care-MDT Multi-Disciplinary Pathway Meetings.
- **d)** Interagency Meetings with Networks.
- e) On-going Risk assessment.
- f) Utilisation of approved Te Whare Tapa Wha methods.
- **g)** Powhiri Poutama /Relapse Program.
- **h)** Residential options.
- i) Exit plan.
- a) Risk Assessment.
- **b)** Clinical planning.
- c) On-going support and monitoring.
- **d)** Access and support to Alcohol and Drug Counsellors.

YOUTH AT RISK

- a) Collaborate and work with Child, Youth and Family and 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 whānau in addition to the provisions of the following delivery of services:
- **b)** Connect with Oranga Tamariki -Child, Youth and Family at an earlier stage to support the development of effective intervention plans for our young offenders.
- c) Strengthen case management by actively engaging with whānau of offenders in the planning of rehabilitation and reintegration for young offenders.
- **d)** 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)** Minimize and decrease serious and persistent re-offending for high-risk young people.
- **h)** Improve physical and mental well-being of children and young persons.

YOUTH LEADERSHIP PROGRAMMES

- a) Develop Youth Leadership Programme programme of workshops with young people in collaboration with key networks, government and non-government agencies, local community services community understanding and participation.
- **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 programmes.
- **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 programmes 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 community.
- f) Produce shared outcomes based on local data.
- **g)** 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.
- **h)** Build positive, sustained social networks.
- i) Foster active local networks which are positive and non-competitive.
- j) Respecting and valuing community diversity.
- **k)** Carry out regular assessment and evaluation of proposed programmes to determine whether any adjustments are needed to ensure continued requirements of funding are consistently met.
- **I)** 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").

EMPLOYMENT TRAINING PROGRAMMES/ACTIVITIES

In recognition of the aims, aspirations and cultural differences of youth, wahine (women), tane (men), māori, pacific, ethnic minority groups and individuals with disabilities, "SYNDICATE HOUSING INTERNATIONAL" shall in fulfilling the criteria and requirements of Government, Private and Non-government funders collaboratively partner and network with Work and Income New Zealand to address and support unemployed beneficiaries with the provisions in delivery of the following services:

- **a)** Develop a data base of clients utilising services in order to determine key outcomes for statistical purposes in order to develop research and workforce plan development.
- **b)** Build Capacity.
- c) Base Workforce Development on Research and;
- **d)** Enhance chosen Career Pathways, Trade training and Apprenticeships.
- e) Form equitable partnerships by developing strategic, equitable partnerships;

Workforce development will be achieved by activities in the following key areas:

- a) Collaboration.
- **b)** Capacity building.
- **c)** Education and training.
- **d)** Leadership.
- **e)** Legislation and policy.
- f) Organizational development.
- **g)** Recruitment and retention.
- **h)** Research and evaluation/Resources.

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

- i) 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.
- **j)** 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.
- **k)** 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 New Zealand Armed Services and other providers where possible.
- **m)** Encouraging participation of young people in all activities and initiatives that is interesting, interactive, engaging, diverse and flexible.
- **n)** A respect for diversity of young people.
- **o)** Encouragement of employment and business growth.
- **p)** Increase capital value of asset base.
- **q)** To improve the health and wellbeing of young people.
- **r)** Provide on-site driving lessons and assistance with drivers licensing, tracks and rollers to secure and enter into sustained employment.
- s) 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.
- **t)** Develop and provide regular, financial management programs, MYOB and budgeting advice.
- **u)** Provide advice to support with Housing and empower individuals to understand legislative requirements of Tenancy rights/issues where appropriate.
- **v)** 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.
- w) Working For Families Packages, Employment, Child Support, Self-Employment etc.
- x) Set-up referrals with Community Health Care Providers to assist individuals and or whānau to access General Practitioners services where appropriate.
- **y)** Collaborate with Work and Income New Zealand to provide on-site Work Placement Training to registered, unemployed beneficiaries who wish to gain relevant skills and experience in Office Administration, Hue-man Resources, and Information Technology with the view in providing full-time Employment.

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

- a) Alcohol and Drug Counselling.
- **b)** Youth Work.
- c) Mental Health.
- **d)** Management Business and Administration.
- **e)** Information and Technologies.

18. EXERCISE OF POWER

In fulfilling exercise of power in accordance with provisions set-out under ss 13A, 14, 15, 24,29, 31 of the Trustee Act 1956 establishes by general principles of law, a 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 in the course of exercise of duties in setting up and running of 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.
- I) 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 as a result of being hospitalised.
- **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 set-out under the Trustee Act 1956 including any statutory 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 this includes:
- **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;

19. UNINCORPORATION OF TRUST

The Trustees are empowered to seek Un-incorporation in accordance with the provisions of the Charitable Trusts Act 1957 in order to achieve or advance the purposes of the Trust but without limiting any of their powers under this Deed.

20. 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 been removed or deleted from this Trust Office.

21. NO LIMITATIONS-INTERNATIONAL COOPERATIONS AND RELATIONS The TRUST is NOT limited to New Zealand and shall be wholly or mainly to charitable purposes within New Zealand with a long-term view to extend its mission, vision, and purposes internationally by extending hue-manitarian aid, relief and funding to vulnerable, cross border ethnic communities.

22. APPOINTMENT OF BOARD OF TRUSTEES

In accordance with the Trustees Act 1956 s43 (2) (c), a Trustee shall be duly elected and appointed to the Board of office and will consist of fifteen (15) members

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

23. TERMS OF APPOINTMENT

To ensure appropriate regulation in appointment of Officers is adhered to in accordance with the rules set-out in this Deed of Trust, 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.

24. EXERCISE OF POWER

In exercising key responsibilities as required in accordance with general principles of law, ss13B-13D, 13 F, 13 G of the Trustees Act 1956, 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 cannot 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:

- a) All funds held by the Trust are sustainable now into the future.
- **b)** An absolute discretion to act on such terms as the Trustees think fit.
- **c)** 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).
- **d)** A commitment to exercise due diligence and prudence to effectively manage and protect the Trust's assets and resources now and into the future.
- **e)** Comply with the rules set-out under this Deed unless the Deed or Courts itself allows the Trustees to do so.

- **f)** Keep an accurate account of all property held by the Trust.
- **g)** Be impartial, professional in exercise of duties towards key stakeholders, beneficiaries.
- **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 a majority of decisions shall be binding will apply.
- **k)** 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 setout under the "Power of Trustees".
- I) Must not act inconsistent or contrary to the purposes set-out in this Deed.
- **m)** Must not release or use confidential information regarding the Board, clients and or key stakeholders.
- **n)** 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.

25. PRINCIPAL KEY FUNCTIONS

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

- **a)** Achieve the Organisations 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 Organisation's strategic direction and set standards in the day-today administration and operations of the following:
- **d)** Hue-man Resources.
- e) Capacity Building
- f) Financial Systems, Auditing and Programmes.
- **q)** Workforce Development across all Primary Industries.
- h) Employment Training Programmes (Mana in Mahi-Apprenticeships).
- i) Quality Management.
- j) Risk Management.
- **k)** Information Technology.
- **I)** Service Delivery.
- m) Reporting.
- **n)** Business Continuity.
- **o)** Collaborate and establish enduring, working relationships with umbrella group, funders, government, non-government agencies, private organisations, Hapū Cooperatives.

In addition to fulfilling its principal function the Executive shall appoint and direct the following:

- a) Establish a Finance Committee.
- **b)** Establish a Communications/Operations Committee.
- c) Establish a Risk Management and Disputes Resolution Committee.

26. PROCEEDINGS OF ANNUAL GENERAL MEETING

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:

- 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.
- **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.

27. NOTICES (ORDINARY AND SPECIAL MEETINGS)

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.

28. RESOLUTION OF MINUTES

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 organisation, 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.

29. QUORUM, VOTING RIGHTS AND PROCEDURES

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.

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:

- **a)** Chairperson has casting vote to determine vote of any resolution.
- **b)** A vote by proxy is valid only and if where;
- **c)** The proxy is a member of the Board of Trustees.
- **d)** Notice of proxy must be received by the Chairperson prior to the convening of meeting before a resolution is passed.
- **e)** The notice must state the nature of that particular meeting for which the proxy vote is to be exercised.
- **f)** Before a vote can be called by the Chairperson all proposed resolutions must be moved and seconded.
- **a)** Only Board of Trustees can move or second a resolution.
- **h)** Resolutions of the Board must be passed by a unanimous majority of decisions.

30. MEMBERSHIP

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.

31. TERMS OF MEMBERSHIP

All members shall actively promote the purposes of the Trust and shall not in any circumstances, bring the Trust into any disrepute:

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.

32. COMPOSITION OF GOVERNANCE ENTITY

TRUST shall have a Governance entity and a Management Committee.

- **a)** The Board of Trustees shall 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".

33. 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:

Requires diplomacy and high levels of leadership skills:

- **a)** Ensures the proper functioning of meetings and all relevant matters are facilitated in an effective, orderly manner.
- **b)** 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
- c) Is required to act externally outside as representation of the Trust in close collaboration with, staff, government and non-government agencies, private charitable organisations, and Māori Trust Boards when required.
- **d)** Provides on-going support, direction and comprehensive advice to the Chief Executive Officer and Chief Financial officer at all times.
- **e)** Regularly reviews the performance of the Executive, manages assists process of succession planning such as renewal of and recruitment of committee members when required;

34. 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.
- **c)** 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.

35. ROLE OF SECRETARY

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.
- I) 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.

36. TERMS OF APPOINTMENT ("SECRETARY")

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;

37. GOVERNING RULES (AND THEIR AMENDMENTS)

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 uphold and maintain the principles, values and practices in accordance with rules of te aō māori me onā tikānga and regulation of kawa where appropriate.
- **f)** To encourage thoughtful deliberation incorporating a diversity and respect of viewpoints.
- **g)** To lead and make decisions in accordance to the mission, long-term vision, key objectives and purposes of the TRUST.
- **h)** To strive for consensus of opinion in the decision-making process.

- i) To work together as a collective incorporating mutual support and good humour.
- j) To seek out advice, wisdom and experience when appropriate.
- **k)** 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.
- I) Ultimately commit to excellence in Governance, including the implementation of regular monitoring, assessing and improving performance through annual & monthly Cluster meetings/hui.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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 44. END OF FINANCIAL YEAR

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

45. 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 in liaison with the appointed members of the Finance Committee.
- **f)** Must work closely with members of the Executive to safeguard the finances of the TRUST.
- **g)** Is required to fulfil role and duties further set-out below.

46. DELEGATING FINANCIAL RESPONSIBILITIES

As a general rule of good practices, the TRUST shall establish a financial committee and will consist of the EXECUTIVE ("Chairman, Secretary, Treasurer".

a) Appointments of Financial Representatives shall be for a term of 12 months after which a re-election shall take place following an Annual General Meeting of Trustees.

47. KEY FUNCTIONS AND ROLE OF FINANCE COMMITTEE

In fulfilling fiduciary duties to act in good faith, to be transparent, honest and accountable to the Executive and Board of Trustees, each member shall:

- **a)** Be ultimately responsible to ensure finances are appropriately managed and is aligned at all levels within the organisation.
- **b)** Ensures funds are used in accordance with rules set-out in this Deed.
- **c)** Ensures use of funds complies with standards of funding requirements.
- **d)** Ensures use of funds complies with provisions of legislative requirements.
- **e)** Advises on financial policies and implications of continuing on-going or new activities.
- f) Advises and prepares Reports to the Executive.
- **g)** Is authorised to make any financial decisions on behalf of the Executive.
- **h)** Works closely with and liaises with the TRUST.
- i) Works closely in liaison with the appointed Auditor and other financial institutions where and if required.
- j) Prepares accounts and reports for auditing.
- **k)** Implements mechanisms and stringent procedures to control and monitor financial management of funds.
- I) Manages the selection of appointed Auditor where required.
- m) May approve a petty cash system to be managed in liaison with the

48. 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.

49. FINANCIAL REPORTING

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

- **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 set-out prior to selection.
- **e)** Ensures end of year accounts prepared by the Auditor complies with proper accounting practices and legislative requirements.

50. 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 payments due to the Trust are collected and within set guidelines in cases of non-payment occur.
- **g)** Ensures receipts are issued in cases where money is received by the Trust.
- **h)** Ensures all income including cash is paid into the Bank.
- i) Ensures all bills are paid on time before the due dates as required.
- **j)** Ensures those responsible in handling cash keep a proper account of records and documentation.

51. 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.

- **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.

52. FINANCIAL SYSTEMS

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.

53. PRIMARY KEY FUNCTIONS AND ROLE

In addition to strong, robust, transparent financial management systems, the primary function of the appointed Chief Financial Officer is expected to carry out the following:

- **a)** Ensure financial functions set-out in clause 3.3-3.3.5 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.
- **g)** A signatory to the Trusts Bank Account in liaison with the Finance Committee.
- **h)** Works closely as advisory in liaison with Finance Committee.

54. FINANCIAL STRATEGIC PLAN

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.

55. MANAGEMENT OF FINANCIAL PLANNING AND BUDGETING

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

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

56. MANAGEMENT OF FINANCIAL REPORTING

Presents regular reports on the Organizations financial position.

- **a)** Prepares accounts for auditing and works closely with appointed Auditor when required.
- **b)** Prepares accounts for auditing and works in closely with appointed Auditor as required.
- **c)** Prepares and presents accounts to AGM.
- **d)** Advises on the Organisations reserves and investment policies.

57. MANAGEMENT OF BANKING/BOOK KEEPING AND RECORD KEEPING

Manages Bank Accounts in liaison with Finance Committee.

a) Sets up appropriate systems for book keeping, payments, lodgements and petty cash.

b) Ensures responsibility of Treasurer effectively manages and keeps an accurate

58. INTERNAL CONTROL AND MONITORING

In addition to fulfilling general duties and role set-out in clause 3.3.4 of this Deed:

- **a)** Controls, monitors, reviews and manages fixed assets and stock owned by the Trust.
- **b)** Controls, monitors, reviews and effectively manages proper records of materials and supplies held by the Trust are accurately documented and maintained.
- **c)** Ensure systems for stock control and re-orders are kept up to date, documented and effectively managed.
- **d)** 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.
- **e)** Ensure proper financial records relating to property (buildings/land) such as rent and or lease arrangements are managed in accordance with terms of agreement.
- **f)** Ensures necessary insurance cover and or premiums are paid on time and kept up to date where required.

59. BANK ACCOUNT

In accordance with general rules and standard procedures set-out in this Deed, the "SYNDICATE HOUSING INTERNATIONAL" are authorized to open a bank Account for the purposes conducting normal operation of Business.

- a) The name of the account shall be "SYNDICATE HOUSING INTERNATIONAL".
- **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 prepare, file and provide annual monthly balance and income statements to budget.
- **f)** To provide reasonably assurance on the reliability of financial reporting, effectiveness, and efficiency of operations in compliance with relevant legal requirements.
- **g)** To identify suitable accounting package relevant to the management of income and expenditures requirements and accounting standards.
- **h)** To meet each expected costs and expenses of funds received.
- i) Identify depreciation of funds when applicable.
- **j)** Administration of Bank Account shall be properly managed by the BOARD.
- **k)** The (3) authorized signatories of the Executive Board will be required at all times shall apply.
- Where withdrawals for payment of general expenses incurred during operations and business of the Trust and;
- **m)** All monies received and paid to the credit in the name of "SYNDICATE HOUSING INTERNATIONAL" account.
- **n)** 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.

- **o)** Actual on-going financial conditions and or activities to achieve short and long-term.
- **p)** In addition to annual budgets, internal reports, long-term financial planning during budget preparation, "SYNDICATE HOUSING INTERNATIONAL" will regularly revise budgets and expenditure.

60. OPERATIONAL EXPENDITURE

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

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

61. KOHA ("DONATIONS")

The TRUST recognises the requirement to give appropriate amounts of Koha and or donations from time to time in accordance with cultural practices of te ao māori me onā tikānga shall be authorised at the discretion of the BOARD.

- **a)** Details of the reasons for Koha shall be attached to a payment authorisation form and signed by the Executive Board members only unless otherwise stated.
- **b)** Koha monies shall not exceed more than €10,000.00 in one lump sum.
- **c)** All Koha distributed shall be accurately recorded and registered in accordance with set procedures standards approved by the Board.
- **d)** All Koha received shall be given a receipt, documented and registered in accordance with the above.
- **e)** Koha donations, is not just money. It can be gifted general items, products and services or sweat equity labour, volunteer community service hours, arts and crafts, cooked food, groceries, vegetables, fruit, meat, seafood, transport & delivery vehicles, real estate, land, buildings and chattels, will and testament bequeathment, deceased person's estate, business ventures to be converted to non-government foundations receiving weekly contributions and more.

62. REMUNERATION AND ALLOWANCES

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

- **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 Meeting of Board.
- **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 HUE-MAN RESOURCES

63.PRIMARY KEY FUNCTIONS OF EXECUTIVE

The primary key function of the Executive is to effectively manage the business of "SYNDICATE HOUSING INTERNATIONAL" 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 Organisations 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 "SYNDICATE HOUSING"

FONDATION" 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 Organisations 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 Hui where possible.
- 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 non-government agencies, private charitable organizations and Hapū Cooperatives.
- **k)** Develop mechanisms to implement effective strategies of succession planning.
- 0Ensure 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 respect at all times the mana, integrity of all key personnel.
- **p)** Capacity to develop effective strategies to improve and enhance governance.
- **q)** A commitment to uphold and maintain the regulation of principles, values and practices of te aō māori me onā tikānga and kawa, kaitiakitangā, tautoko, awhi, manaakitanga and aroha.
- **r)** Shall be responsible and held accountable for all actions and decisions of the organization.
- s) 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.
- t) Shall ensure all secretarial duties are carried out in an effective and professional capacity.

64. EXERCISE OF POWER

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 common law, ss 13B-13D, 13 F, 13 G of the Trustees Act 19 56, 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 delegation of duties is permitted in accordance with provisions set out under the "Power of Trustees" shall apply.
- Nust 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 the Courts, removal and or both.

65. <u>COMPOSITION AND APPOINTMENT OF EXECUTIVE</u> Composition of the Executive shall consist of the following:

- **a)** Chairperson.
- **b)** Secretary.
- c) Treasurer.
- **d)** Chief Executive Officer or Managing Director.

The remaining Eleven (11) Board members shall serve as the Governance of the TRUST.

a) 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 'SYNDICATE HOUSING INTERNATIONAL

CHARITABLE TRUST FOUNDATION".

66. RESIGNATION FROM EXECUTIVE AND OR TERMINATION Appointments to the Executive will expire and or terminate if:

- **b)** The appointee resigns by giving verbal or written notice to the Chairperson;
- **c)** The member misses three (3) consecutive meetings and or Hui without good reason or proper notification;
- **d)** Any vacancies in the Executive may be filled through approval from remaining members of Governance on an interim basis pending a a permanent appointment;
- **e)** 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.

67. POWER TO DELEGATE DUTIES

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

- a) Co-opt, delegate duties or contract out, where deemed necessary and or;
- **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

68. CONFLICT OF INTERESTS

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

69. 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, maximize opportunities where possible.
- **b)** Implement effective measures to prioritise risk reduction from further reoccurrence by ensuring best possible information is available and up to date where appropriate this includes:
- **c)** Immediately address any break down of communications, misunderstandings and assumptions; including and or not limited to;
- **d)** Abuse or and or threatening behaviour 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 hue-man 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 and long-term Charitable purposes as specified in the Deed.

70. RISK ANALYSIS

Develop an analysis of any risks involved and mitigate a solution using methods of technological, hue-man 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 hue-man 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.

71. 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.

72.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.

73. RISK MANAGEMENT STRATEGIES

To ensure on-going management of risk and conflict of issues, 'SYNDICATE HOUSING INTERNATIONAL" 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.

74. RISK MANAGEMENT AND DISPUTES RESOLUTION COMMITTEE

The Board of Trustees shall appoint and direct the establishment of a Risk Management and Disputes Resolution Committee ("the Committee") to implement the above strategies:

- **a)** The Risk Management and Dispute Resolutions Committee shall consist of three (3) members of the Governance only.
- **b)** In addition to fulfilling its obligations, members of the above Committee will be required to act in good faith and with respect for all parties.
- c) Shall execute their duties in a clear and transparent professional manner.
- **d)** Shall remain impartial and unbiased.
- **e)** Ensure appropriate regulation of governing rules and procedures to effectively managed and monitor the above are adhered to in accordance with this Deed.

75. REGISTER

Where proceedings an 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.

DISPUTES RESOLUTIONS

76. 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 a third-party dispute resolution in a manner that is cost effective.

77. 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 behaviour is maintained.
- **g)** May convene a formal meeting to seek further resolution if necessary.

78. 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.

79. ADJOURNMENT OF MEETING/HUI

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.

80. INDEPENDENT ADVISORY

Should a resolution be not reached SYNDICATE HOUSING INTERNATIONAL will seek further information and advice from an External Advisor, Legal Counsel for alternative methods of resolution will 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.

81. REPORTING PROEDURES

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

82. 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.

83. 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 setout in this Trust].

84. 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.

85. 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 payment is 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;

86. INCOME, BENEFIT OR ADVANTAGE 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.

87. 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.

88. <u>SEPARATE SPECIFIC TRUSTS</u>

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.

89. 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

90. 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.

91. 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 Organization who are offering to purchase any service to or from the Trust.

92. 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.

93. 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.

94. 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 14.1 does not apply where the consequences or loss is attributed to actions of dishonesty and or fraud.
- **d)** Where wilful commission and or acts of breach of Trust.
- e) Where wilful 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 clause 8.4(a) of this Deed shall apply.

95. 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 14.4 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 14.4 does not extend to a loss or liability where acts of dishonesty has occurred; wilful commission of breach in trust and or where actions of wilful omission in breach of trust occurred.

96. 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, 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.

97. INCOME, BENEFIT OR ADVANTAGE TO BE 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.

98. 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.

99. 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.

100. TRUSTEES LIABILITY AND INDEMNITY

- a) No Trustee will be liable for any losses other than those attributable to his own dishonesty or the wilful commission of any act known by him or her to be a breach of trust.
- **b)** No Trustee Member is obliged to take proceedings against a co-Trustee, or any former Trustee.
- c) 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.
- **d)** The Trustees shall be entitled to take out and maintain from the Trust funds Trustee indemnity insurance premiums.

101. 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 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.

102. 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 to the use of the Trust funds within New Zealand.

104. COMMON SEAL

If the Trustees obtain un-incorporation as an un-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 two Trustees.

105. WEBSITE INFORMATION

The following websites below, provide more inner-standing on collective participation.

- a) The Kingdom House of IO
- **b)** The World of Love Governance

- c) Marsich Crown Kingdom
- d) Ariki-nui Kawenata: Marsich-Crown: (The AD-Minister)
- e) Suverän LORE Protectorate
- **f)** Syndicate Housing
- g) Conscience Conscious Contribution Community
- h) GAIN 2U Matrix Trade & Barter Exchange
- i) GAIN 2U Network Membership Support Sponsorship Program
- j) TMAK Tribal Authority
- k) National Guard Authority Aotearoha
- Affordable Syndicate Housing
- m) Aotearoha-Property-Profilers
- n) Global Cabins R Us
- o) Healthy Home Group NZ
- p) M & M Trade Hire
- **q)** Central Finance & Investments
- r) Manpower Outsourcing & Recruitment Agency
- s) Coffee Outbreak Network Group
- t) Community Markets Trust
- u) Syndicate 1000 Group
- v) Cooperative Capital Contribution Community
- w) Our Public Gazette
- x) Better Solutions Property Sales Consultancy
- y) Supa Auto Solutions LMVD
- **z)** Our YouTube Video's

| Full name of Trustee: | Ariki-Nui Kawenata :Marsich-Crown: |
|-----------------------|---------------------------------------|
| Initial Signature: | |
| Witness Signature | |
| Dated this day: | |
| Full name of Trustee: | Gavin-John :Marsich-Crown: |
| Initial Signature: | |
| Witness Signature | |
| Dated this day: | |
| Full name of Trustee: | Ivan-Jason :Marsich: |
| Initial Signature: | |
| Witness Signature | |
| Dated this day: | |
| Full name of Trustee: | Ricky-Rua'kh-Ha-Kotesh :Mataki-Crown: |
| Initial Signature: | |
| Witness Signature | |
| Dated this day: | |
| Full name of Trustee: | Kororia-TeAroha :Toi-Crown: |
| Initial Signature: | |
| Witness Signature | |
| Dated this day: | |
| Full name of Trustee: | Joanne-Of-Arc :Peterson-Crown: |
| Initial Signature: | |
| Witness Signature | |
| Dated this day: | |

| Full name of Trustee: | Queen-Clarity :Gutmann-Crown: |
|-----------------------|---------------------------------------|
| Initial Signature: | |
| Witness Signature | |
| Dated this day: | |
| Full name of Trustee: | Lord-Nat-Zachary :De-Francesco-Crown: |
| Initial Signature: | |
| Witness Signature | |
| Dated this day: | |
| Full name of Trustee: | Ra-El-Quetzl :Seraphim-Crown: |
| Initial Signature: | |
| Witness Signature | |
| Dated this day: | |
| Full name of Trustee: | Awhina-Matariki :Wallace-Crown: |
| Initial Signature: | |
| Witness Signature | |
| Dated this day: | |
| Full name of Trustee: | Parengaope-PukePuke :Ahitapu-Crown: |
| Initial Signature: | |
| Witness Signature | |
| Dated this day: | |
| Full name of Trustee: | Jerome-John :Marsich: |
| Initial Signature: | |
| Witness Signature | |
| Dated this day: | |

| Full name of Trustee: | Renae-Frances :Marsich: |
|-----------------------|---|
| Initial Signature: | |
| Witness Signature | |
| Dated this day: | |
| Full name of Trustee: | Frances :Marsich: |
| Initial Signature: | |
| Witness Signature | |
| Dated this day: | |
| Full name of Trustee: | Io-nui-Io (IO-Te-Matua) Te Runga Rawa I Nga Rangi |
| Initial Signature: | |
| Witness Signature | |
| Dated this day: | |
| Full name of Trustee: | |
| Initial Signature: | |
| Witness Signature | |
| Dated this day: | |
| Full name of Trustee: | |
| Initial Signature: | |
| Witness Signature | |
| Dated this day: | |
| batea tins day. | |
| Full name of Trustee: | |
| Initial Signature: | |
| Witness Signature | |
| Dated this day: | |

RESOLUTION OF MINUTES

1) RESOLUTION OF MINUTES

SYNDICATE HOUSING INTERNATIONAL ENTRY IN THE MINUTE BOOK IN PLACE OF THE FIRST MEETING OF TRUSTEES AND SIGNED BY THE TRUSTEES INPURSUANT TO THIS DEED THIS DAY, 1st OF APRIL 2023AD.

2) UN-INCORPORATION

IT WAS RESOLVED THAT All matters in connection with the registration of this TRUST had been attended to and the confirmed date of un-incorporation as being this day, 1st Of April 2023AD.

3) APPOINTMENT 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 SYNDICATE HOUSING INTERNATIONAL.

4) NAMES OF TRUSTEES

IT WAS RESOLVED THAT the address for service of SYNDICATE HOUSING INTERNATIONAL is confirmed as being the same as the Registered Office.

5) STATUTORY BOOKS

IT WAS FURTHER 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.

6) AUDITOR

IT WAS FURTHER 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 the name TRUSTEES, :MARSICH-CROWN: ARIKI-NUI-KAWENATA, :MARSICH-CROWN: GAVIN-JOHN, :MARSICH: IVAN-JASON, :MATAKI-CROWN: RICKY-RUA'KH-HA-KOTESH, :TOI-CROWN: KORORIA TEAROHA, :PETERSON-CROWN: JOANNE-OF-ARC, :DE-FRANCESCO-CROWN: LORD-NAT-ZACHARY, :GUTMANN-CROWN: QUEEN-CLARITY, :SERAPHIM-CROWN: RA-EL-QUETZL, :WALLACE-CROWN: AWHINA-MATARIKI, :AHITAPU-CROWN: PARENGAOPE-PUKEPUKE, ;MARSICH: JEROME-JOHN, :MARSICH: RENAE-FRANCES, :MARSICH: FRANCES, :IO-TE-MATUA: IO-NUI-IO.

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.

7) APPOINTMENT OF ACCOUNTANT/AUDITOR

IT WAS ALSO FURTHER 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.

| Ariki-nui-Kawenata :Marsich-Crown: | Ganin-Jahn :Marsich: |
|---------------------------------------|------------------------------------|
| Signature of Trustee | Signature of Trustee |
| Ivan-Jason :Marsich: Ri | icky-Rua'kh-Ha-Kotesh :Mataki-Crox |
| Signature of Trustee | Signature of Trustee |
| Kereria-TeArcha:Tei-Crewn: | Gaanne-Of-Are : Petersan-Crawn: |
| Signature of Trustee | Signature of Trustee |
| Lord Nat-Zachary: De-Francesco-Crown: | Oucen-Clarity: Gutmann-Crown: |
| Signature of Trustee | Signature of Trustee |
| Ra-El-Quetzl:Seraphim-Crown: 7 | Awhina-Matariki :Wallace-Crown: |
| Signature of Trustee | Signature of Trustee |
| Parengaop-Puke Puke : Ahitapu-Crown: | Gerome-John :Marsich: |
| Signature of Trustee | Signature of Trustee |
| Renae-Frances: Marsich: | Frances : Marsich: |
| Signature of Trustee | Signature of Trustee |
| Io-nui-Io | : Io-To-Matua: |

Signature of Trustee

Settlor:

Royal Regent

Ariki-nui Kawenata :Marsich-Crown:

Ariki-nui Kawenata: Marsich-Crown:

Signature of Settlor Royal Regent

Seal:





AMMENDMENTS AS OF 1 APRIL 2023AD

PAST, PRESENT AND FUTURE COVENANTS (IN PERPETUITY)

20. GODS CREATION

King of Kings Holy Scriptures

GENESIS

- 1:1 By periods (headships) **God created the heaven and the earth.**
- 1:3 And God said, Let there be light: and there was light.
- 1:5 And **God called the light Day, and the darkness He called Night**. And the evening and the morning were the **First Day**.
- 1:6 And God said, Let there be a firmament in the midst of the waters, and let it divide the waters from the waters.
- 1:8 And **God called the firmament Heaven**. And the evening and the morning were the **Second Day**.
- 1:12 And the earth brought forth grass, [and] herb yielding seed after his kind, and the tree yielding fruit, whose seed [was] in itself, after his kind: and God saw that [it was] good.
- 1:13 And the evening and the morning were the **Third Day**.
- 1:16 And God made two great lights; the greater light to rule the day, and the lesser light to rule the night: [He made] the stars also.
- 1:17 And God set them in the firmament of the heaven to give light upon the earth,
- 1:19 And the evening and the morning were the **Fourth Day**.
- 1:20 And God said, Let the WATERS bring forth abundantly the moving creature that hath life, and fowl [that] may fly above the earth in the open firmament of heaven.
- 1:21 And God created great whales, and every living creature that moveth, which the waters brought forth abundantly, after their kind, and every winged fowl after his kind: and God saw that [it was] good.
- 1:22 And God blessed them, saying, **Be fruitful, and multiply, and fill the waters in the seas, and let fowl multiply in the earth.**
- 1:23 And the evening and the morning were the **Fifth Day**.
- 1:24 And God said, Let the earth bring forth the living creature after his kind, cattle, and creeping thing, and beast of the earth after his kind: and it was so.
- 1:25 And God made the beast of the earth after his kind, and cattle after their kind, and every-thing that creepeth upon the earth after his kind: and God saw that [it was] good.

1:26 And God said, Let us make man in Our image, and teach him to be like Us: and let them have dominion over the fish of the sea, and over the fowl of the air, and over the cattle, and over all the earth, and over every creeping thing that creepeth upon the earth.

1:27 So God created man in His [Own] image, in the Image of God created He him; male and female created He them.

1:28 And **God blessed them**, and **God said** unto them, **Be fruitful**, and **multiply**, and **REplenish the earth**, and **subdue it**: and **have dominion over the fish** of the sea, and over the **fowl** of the air, and over **every living thing** that moveth upon the earth.

1:29 And God said, Behold, I have given you every herb bearing seed, which [is] upon the face of all the earth, and every tree, in the which [is] the fruit of a tree yielding seed; to you it shall be for meat.

1:30 And to every beast of the earth, and to every fowl of the air, and to every-thing that creepeth upon the earth, wherein [there is] life, [I have given] every green herb for meat: and it was so.

1:31 And God saw every-thing that He had made, and, behold, [it was] very good. And the evening and the morning were the **Sixth Day**.

2:3 And God blessed the **Seventh Day**, and sanctified it: because that in it **He had rested from all His work** which God created and made.

21. PAYMENTS

21.1 TITHE CONTRIBUTIONS

- I. **Holy Scriptures** pertaining to **Tithing** are **HERE**.
- II. Laws of Maxim or God's Laws written in stone, declares a covenant pledge of **One- Tenth (10%) of ALL gain,** to be gifted **to The Kingdom House of IO**.
- III. Failure to meet the covenant by Laws of Maxim, or God's Laws written in stone, will be redeemed by a further One-Fifth (5%) of the balance amount still outstanding, ADDED and a weekly payment plan established, separate to the existing tithe contribution.
- IV. Whether the tithe be of AURA Gold Light Credit Ether, currency, crypto, chemical free, clean, organic, seed-bearing fruit or vegetables, herbs or more, produced from the land, beasts moving on the earth, fish of the sea, fowl of the air, other goods of value or simply sweat equity labour, energy exchange value. Payment can come in many forms.

21.2 GIFTING OR KOHA

I. Universal LORE is energy that MUST return.

- II. Good things open Heaven's door and bad things will open pandora box to Hell.
- III. We trust all members have integrity.
- IV. A positive spirit of energy exchange in giving, is rewarded through donations or barter and trade exchange with consent to covenant and acceptance of exchange value.
- V. A contribution society of gifting to The Kingdom House of IO requires members participation with the working cooperative to be rewarded as joint heirs of God's Kingdom. Syndicate 1000 Group Foundation is a model of perfection.
- VI. All members who are part of the contribution society, commit to (10) Ten Hours voluntary community service each week. Manpower Outsourcing and Recruitment Agency works with Non-Government Foundations to source volunteer community service hours that meet the criteria of 'The Kingdom House of IO' Supreme.
- VII. All members participate in the Sponsorship program to increase NEW memberships to the GAIN 2U System and NEW Earth Alliance for 'The Kingdom House of IO' Supreme.
- VIII. Sponsorship establishes a (UBI) Universal Basic Income from the Pay-It-Forward affiliate infrastructure for the sponsor, of half shares of the membership plan(s) of every NEW member(s) personally sponsored or introduced.
 - IX. Members are joint heirs of 'The Kingdom House of IO' Supreme, and the universal basic income establishes a shares percentage value of AURA Gold Light Credit Ether, that accumulates in a sponsors private e-wallet account.
 - X. AURA Gold Light Credit Ether is the private medium of exchange, used in the GAIN 2U System, owned by IO M-Atua and the infinite credit covenant. All transactions are recorded for book-keeping and annual auditing purposes.
 - XI. All intangible value is worthless, if it does not have tangible assets of real intrinsic value. Hence, the trade and barter exchange platform of products and services.
- XII. All members are required to advertise, promote, swap, list, sell, buy, barter, trade and exchange, items of credit value, whether goods or services, personal or business, to establish real intrinsic value of acceptable exchange.

Matthew 6:19 Lay not up for yourselves treasures upon Earth, where moth and rust doth corrupt, and where thieves break through and steal:

6:20 But lay up for yourselves treasures in heaven, where neither moth nor rust doth corrupt, and where thieves do not break through nor steal:

6:21 For where your treasure is, there will your heart be also.

Romans 8:16 The Spirit itself beareth witness with our spirit (Being/Soul), that we (our Beings/Souls) are the children of God:

8:17 And if children, then heirs; **heirs of God, and joint-heirs with Christ**; if so be that we suffer with [him], that we may be also glorified together.

22. LORE OF ENERGY

- I. What positive or negative energy source goes out, must return.
- II. <u>Suverän LORE Protectorate</u> is a video presentation on LOREFUL verses Legal.
- III. Secured Party Interest under the <u>Suverän (Souverain) LORE Protectorate</u> of Peace Keepers and our Ekklēsia Courts of Justice and Tribal Counsel.

22.1 LAWS OF MAXIM

- I. Laws of Maxim are God Laws written in stone that have the highest jurisdiction.
- II. We are to transition away from man's LAWS of fictitious military, federal, (UCC) commercial code, legislation, statutes, acts and regulations of Army, Airforce, Navy, Space forces and the man-made draconian Roman Color of Law.

23. KINGDOM GOVERNANCE

23.1 THE WORLD OF LOVE GOVERNANCE

- I. Our allegiance is with the true spirit of GOD Supreme IO and the Divine House of origin.
- II. We abide by Universal LORE of energy exchange, rules of engagement, terms and conditions of 'The World of Love Governance' of 'The Kingdom House of IO'.
- III. Kingdom members, under divine Universal LORE, can no longer consent to obey man's laws of corporation governments, their agencies or agents of the new world order, as they are not sovereign by nature or a natural living-being of life force.
- IV. The Kingdom Governance, does not charge usury interest on loans, tax, GST, fringe benefit tax, corporation and company taxes.

24. NON-GOVERNMENT FOUNDATIONS

24.1 WORKING COOPERATIVES

- I. The Articles of Association template and Non-Government Foundation documents are required to form an Unincorporated Non-Government Foundation.
- II. This is the first step to become a Working Cooperative NGF, that can participate within the infrastructure of "The World of Love Governance" of "The Kingdom House of IO" in Private de jure, Suverän LORE Authority.
- III. Each Non-Government Foundation has their own fee structures and items of acceptable value to exchange, whether products or sweat equity labour rated services.

- IV. Working Cooperatives are made up of a collective of registered members, who participate in a contribution society as equal shareholders and joint heir partners of the Non-Government Foundation, providing they contribute equal equitable shares.
- V. The Non-Government Foundation is a not-for-profit community service that reimburses out-of-pocket expenses and end-of-term, dividends (if any) to the contributing shareholders.
- VI. The intent of the Non-Government Foundation is growth and development in asset wealth accumulation, by way of natural, capital and hue-man resources.

24.2 UNINCORPORATED CHARITABLE TRUST

- I. The working cooperative is a hue-manitarian, philanthropic, not-for-profit, community service, contribution society, that has a clean, feed, teach, love, peace and charity approach.
- II. The members of the charity volunteer, sweat equity of skilled, trade and professional labour of (10) Ten Hours a week, as a voluntary community service to 'The Kingdom House of IO' and its collective (NGF's) Non-Government Foundations in alliance with 'The World of Love Governance' of 'The Kingdom House of IO'.
- III. Non-Government Foundations, who use the voluntary community services of the member(s), up to the first 10 hours, are required to forward the service rate, accepted equitable value, to 'The Kingdom House of IO' into the International Transfer Wise, Euro Bank Account. Thereafter direct to the member(s) e-wallet account and private bank account.
- IV. An unskilled member is worthy of 50CR an hour, a skilled member is worthy of 100CR an hour and a professional is worthy of 200CR an hour. Any rates outside the before, must be negotiated with the member(s) and worthy of the services provided.
- V. Members donate, gift, koha, items of value, unused or unwanted capital laying around the home, to 'The Kingdom House of IO', to receive subsidized, discounted and reduced items of acceptable value to buy, sell, swap, gift, advertise, promote and show-case, barter, trade and exchange on our own global trade barter exchange platform(s) between registered members of the charity.
- VI. Members can create AURA Gold Light Credit Ether, that is our own private medium of exchange, by sponsoring NEW Members directly into a uni-level membership support network, that rewards sponsorship with half or 50% of the internal membership fee.
- VII. AURA Gold Light Credit Ether are supported by a Global Covenant Value of IO. An intangible asset, that when traded is tangible, backed by the exchange of products and services of real intrinsic value.

VIII. The internal infrastructure of the purposely-built program, positions each new member, directly under their sponsor by way of URL referral link that can be emailed to a mailing list.

24.3 FRANCHISEE – LICENSE TO OPERATE

- I. Global Franchise expansion, joint ventures and cooperative partnerships, minimise competitive trade disadvantages.
- II. Franchisor agrees to a Franchisee License to Operate.
- III. License by village, town, community, city, region, territory, state, country, whether locally, nationally or internationally, whether sole/soul trader, joint partnership, body cooperative, working cooperative, contribution society, conscience, conscious community, body of governance, Tribal Nation.
- IV. Each License may vary in acceptable value subject to variables mentioned in clause (III) above.
- V. Each License is for a term of 5-years with annual reviews at (AGM's) Annual General Meetings for audited accounts, annual projected forecast, project planning and implementation, community growth and development, whether a Franchise or Syndicate group.

24.4 THE PLAN

- I. Syndicate Housing International
- II. Our Infrastructure
- III. GAIN 2U Network
- IV. The Franchise System
- V. <u>The Project</u>
- VI. <u>Forward Planning</u>
- VII. Cooperative Syndicate Franchise
- VIII. Syndicate 1000 Group Foundation Franchise
- IX. Manpower Outsourcing & Recruitment Agency

24.5 SHARES

- I. ALL Members that are contributors are shareholders of the Non-Government Foundation.
- II. Providing all members have given equal equitable contributions, then they are considered equal shareholders in asset value.
- III. Members who do not contribute equal equitable values, will forfeit their shares to 'The Kingdom House of IO'.

IV. To gain more perspective insight on shares, please refer to clause 2 to 8.8 of this constitution.

25. DISCLAIMERS – Online Data & Information

25.1 Ownership Disclaimer

Syndicate Housing International or otherwise herein known as SHI, (the "Charitable Trust Foundation" or "we") owns and maintains this site. You are hereby granted a limited, non-exclusive license to view the materials on this site, to download one copy of the materials on any single computer and to print a reasonable number of copies of the materials, solely for your personal, non-commercial use. You may not remove any copyright, trademark or other proprietary notices from any copies of the site that you make. Nothing at this site shall be construed as granting, by implication, estoppel or otherwise, any license or right to use any image, trademark, logo or service mark at the site. No act of downloading or otherwise copying from this site will transfer title to any software or material at this site to you. You may not decompile, reverse engineer, disassemble, or otherwise reduce any computer files obtained from the site to a hue-man-perceivable form. The Company reserves all rights with respect to copyright and trademark ownership of all material at this site. Except as specifically provided in these Terms of Use, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or other materials on, or services obtained from, this site.

25.2 Transactions Disclaimer

Certain products or services may be offered for sale on the Sites. In the event you wish to purchase or to subscribe for any of these products or services, you will be asked by the Company or an authorized third party to supply certain information, including without limitation, your full name, address, telephone number and credit or debit card information. You agree to provide the Company or such third party with the foregoing information as well as any other mandatory information that is accurate, complete and current, and to comply with the terms and conditions of any agreement that you may enter into governing your purchase of the product or service. You shall be responsible for all charges incurred through your account as well as for paying any applicable taxes and if applicable exchange rates.

25.3 Fair Use Act Disclaimer

Copyright Disclaimer under section 107 of the Copyright Act 1976, allowance is made for "fair use" for purposes such as criticism, comment, news reporting, teaching, scholarship, education and research.

Fair use is a use permitted by copyright statute that might otherwise be infringing. Non-profit, educational or personal use tips the balance in favour of fair use. FAIR USE

DEFINITION: http://en.wikipedia.org/wiki/Fair_use Fair use is a doctrine in the United States copyright law that allows limited use of copyrighted material without requiring permission from the rights holders, such as for commentary, criticism, news reporting, research, teaching or scholarship. It provides for the legal, non-licensed citation or incorporation of copyrighted material in another author's work under a four-factor balancing test. The term "fair use" originated in the United States. A similar principle, fair dealing, exists in some other common law jurisdictions. Civil law jurisdictions have other limitations and exceptions to copyright. U.S. COPYRIGHT OFFICE- FAIR USE DEFINITION http://www.copyright.gov/fls/fl102.html One of the rights accorded to the owner of copyright is the right to reproduce or to authorize others to reproduce the work in copies or phone records. This right is subject to certain limitations found in sections 107 through 118 of the copyright law (title 17, U.S. Code). One of the more important limitations is the doctrine of "fair use". The doctrine of fair use has developed through a substantial number of court decisions over the years and has been codified in section 107 of the copyright law. Section 107 contains a list of the various purposes for which the reproduction of a particular work may be considered fair, such as criticism, comment, news reporting, teaching, scholarship, and research. Section 107 also sets out in four factors to be considered in determining whether or not a particular use is fair: The purpose and character of the use, including whether such use is of commercial nature or is for non-profit educational purposes The nature of the copyrighted work The amount and substantiality of the portion used in relation to the copyrighted work as a whole The effect of the use upon the potential market for, or value of, the copyrighted work The distinction between fair use and infringement may be unclear and not easily defined. There is no specific number of words, lines, or notes that may safely be taken without permission. Acknowledging the source of the copyrighted material does not substitute for obtaining permission. The 1961 Report of the Register of Copyrights on the General Revision of the U.S. Copyright Law cites examples of activities that courts have regarded as fair use: "quotation of excerpts in a review or criticism for purposes of illustration or comment; quotation of short passages in a scholarly or technical work, for illustration or clarification of the author's observations; use in a parody of some of the content of the work parodied; summary of an address or article, with brief quotations, in a news report; reproduction by a library of a portion of a work to replace part of a damaged copy; reproduction by a teacher or student of a small part of a work to illustrate a lesson; reproduction of a work in legislative or judicial proceedings or reports; incidental and fortuitous reproduction, in a newsreel or broadcast, of a work located in the scene of an event being reported." Copyright protects the particular way an author has expressed himself. It does not extend to any ideas, systems, or factual information conveyed in the work.

25.4 Technical Disclaimer/No Warranty

The materials at this site are provided "as is" without warranty of any kind, either express or implied, to the fullest extent permissible pursuant to applicable law. Your use and browsing of this site is at your own risk. The Company further assumes no responsibility for, and makes no warranties that this site will be uninterrupted or error-free, that defects will be corrected, or that the site or the server that makes it available will be free of viruses or other harmful components. The Company shall not be liable for any damages to, viruses that may infect, or services, repairs or corrections that must be performed, on your computer or other property on account of your accessing or use of this site. Please note that some jurisdictions do not allow the exclusion of implied warranties, so some or all of the above exclusions may not apply to you.

25.5 Limitation of Liability

Under no circumstances, including, but not limited to, negligence, shall the Company be liable for any special or consequential damages that result from the use of, or the inability to use, the materials in this site, even if the Company has been advised of the possibility of such damages. In no event shall the Company have any liability to you for damages, losses and causes of action (whether in contract, tort (including, but not limited to, negligence), or otherwise) for accessing this site.

25.6 Legal Disclaimer

This website may only be used for lawful purposes and may not be used in any way to harm another person. You may not use the website in violation of SHI compliance regulations.

You may not false advertise, make inappropriate claims, provide obscenity, or create spam using this website in any way. Spam includes:

- 1) sending unsolicited e-mail messages or web addresses to online users,
- 2) posting messages that contain this website address in newsgroups that are unrelated to our products and services
- 3) creating false advertising.

You may not gain any illegal or unauthorized access to information or other computers or networks from this site. You may not assist or permit any person to engage in any named violations.

25.7 Earnings Disclaimer

While we make every effort to ensure that we accurately represent all the products and services reviewed on this website and their potential for income, it should be noted that

earnings and income statements made by SHI and its advertisers / sponsors are estimates only of what we think you can possibly earn.

There is no guarantee that you will make these levels of income and you accept the risk that the earnings and income statements differ by individual.

As with any business, your results may vary, and will be based on your individual capacity, business experience, expertise, and level of desire.

There are no guarantees concerning the level of success you may experience.

The testimonials and examples used are exceptional results, which do not apply to the average purchaser, and are not intended to represent or guarantee that anyone will achieve the same or similar results.

Each individual's success depends on his or her background, dedication, desire and motivation.

There is no assurance that examples of past earnings can be duplicated in the future.

We cannot guarantee your future results and/or success.

There are some unknown risks in business and on the internet that we cannot foresee which could reduce results you experience.

We are not responsible for your actions.

The use of our information, products and services should be based on your own due diligence and you agree that SHI and the advertisers / sponsors of this website are not liable for any success or failure of your business that is directly or indirectly related to the purchase and use of our information, products and services reviewed or advertised on this website.

There is no promise or representation that you will make a certain amount of digits, or any digits, or not lose digits, as a result of using our products and services.

Any pay-it-forward donations are strictly estimates.

There is no guarantee that you will make these levels for yourself.

As with any business, your results will vary and will be based on your personal abilities, experience, knowledge, capabilities, level of desire, and an infinite number of variables beyond our control, including variables we or you have not anticipated.

There are no guarantees concerning the level of success you may experience.

Each individual's results will vary.

There are unknown risks in any business, particularly with the Internet where advances and changes can happen quickly.

The use of our information, products and services should be based on your own due diligence and you agree that we are not liable for your success or failure in any manner whatsoever.

25.8 Website Usage Disclaimer

This website is owned and operated by Syndicate Housing International, hereinafter named SHI, and may contain advertisements, sponsored content, paid insertions, affiliate links or other forms of digitization. SHI abides by word-of-mouth marketing standards. We believe in honesty of relationship, opinion, and identity. The compensation received will not influence the advertising content, topics or posts made. That content, advertising space or post will be clearly identified as paid or sponsored content. SHI is never directly compensated to provide opinion on products, services, websites and various other topics. The views and opinions expressed on this website are purely those of the authors. If we claim or appear to be experts on a certain topic or product or service area, we will only endorse products or services that we believe, based on our expertise, are worthy of such endorsement. Any product claim, statistic, quote or other representation about a product or service should be verified with the manufacturer or provider. This site does not contain any content which might present a conflict of interest. The content, services, information and access to the site are provided "as is" and without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, and non-infringement. SHI makes no representations, warranties, or assurances as to the accuracy, currency or completeness of the content contained on this website or any sites linked to or from this site.

Information about products not manufactured by SHI or independent websites not controlled or tested by SHI is provided without recommendation or endorsement. SHI assumes no responsibility with regard to the selection, performance, or use of third-party websites or products. SHI makes no representations regarding third-party website accuracy or reliability. Risks are inherent in the use of the Internet. Contact the vendor for additional information. Other company and product names may be trademarks of their respective owners.

If you have any questions regarding this policy or your dealings with our website, please contact us by sending us a message through our contact form.

26. PRIVACY & POLICIES – Online Data & Information

26.1 Copyright Policy

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by this site infringe your copyright, you or your agent may send to the Company a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person

authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon the Company actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send to the Company a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see http://www.loc.gov/copyright for details. The Company's Copyright Agent for notice of claims of copyright infringement or counter notices can be reached at syndicate.housing.international@protonmail.com.

We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

26.2 Omissions Policy

While SHI has made every endeavour to supply accurate information, errors and omissions may inadvertently occur from time to time. We cannot offer any guarantee or warranty as to the truth, accuracy, detail or extent of the description contained within each or any listing or link. Accordingly, SHI accepts no responsibility for any loss or inconvenience occasioned by any person or organisation either acting upon or refraining to act upon a particular course of action as a result of the material contained within our site pages or the links they may provide.

SHI will welcome notice of error, omission or inaccuracy. Where such an error or omission or inaccuracy arises within this site and is duly, properly and authoritatively notified as being such, SHI undertakes to correct, alter or include the appropriate information with a minimum of delay. In keeping with that undertaking, SHI reserves its right to amend, alter, insert or delete any information, image or graphical representation contained in this site, with or without prior notice.

26.3 Privacy Policy

SYNDICATE HOUSING INTERNATIONAL has created this privacy statement in order to demonstrate our firm commitment to privacy. This document discloses our information gathering and usage practices. For additional information about SYNDICATE HOUSING INTERNATIONAL, please review our Terms and Conditions.

Use of your information

SYNDICATE HOUSING INTERNATIONAL does not sell or rent your personal information to third parties.

SYNDICATE HOUSING INTERNATIONAL collects personal information about you through your use of the Services and the Website, including your registration details and information relating to your use of the Website and the content you access.

SYNDICATE HOUSING INTERNATIONAL may use this personal information to help us provide the Services to you, to verify your identity, to enforce or apply our terms and conditions, to protect the rights, property, or safety of SYNDICATE HOUSING INTERNATIONAL Foundation, our users, or others, for internal research purposes, for promoting and marketing other SYNDICATE HOUSING INTERNATIONAL products and Services to you, and for any other use that you authorize. Your membership's trading history may be published in your feedback. We release account and other personal information only when we believe release is appropriate for legal compliance and law enforcement (including to government agencies with statutory law enforcement responsibilities); to facilitate court proceedings; enforce or apply our terms and conditions; or protect the rights, property, or safety of SYNDICATE HOUSING INTERNATIONAL Foundation, our users, or others. Government agencies with statutory roles enabling them to request data from us includes but is not restricted to Police, IRD and the Ministry of Economic Development. Members can contact SYNDICATE HOUSING

Where SYNDICATE HOUSING INTERNATIONAL contracts third parties to undertake various services, we may provide those third parties with personal information required to fulfil those services. These contracted services may include sending you letters for address verification, or conducting research for SYNDICATE HOUSING INTERNATIONAL to ensure the Services we provide you are relevant and personalized to your interests. SYNDICATE HOUSING INTERNATIONAL may also use third party customer relationship management services to manage customer agreements, enquiries, and generate reports for internal use. We will require any third party to undertake strict precautions to protect any personal information against unauthorized use or disclosure.

INTERNATIONAL to ask whether such information has been provided.

If you wish to take Dispute Tribunal proceedings against another member, you can contact SYNDICATE HOUSING INTERNATIONAL or the Disputes Tribunal for a statutory declaration, requesting contact details for the sole purpose of making a claim.

Email

It is the policy of SYNDICATE HOUSING INTERNATIONAL to send our members email throughout the auction process and other email they elect to receive, in addition to customary business communications (payment confirmations, etc.). Further, it is our policy to immediately remove any member from any mailing list upon the member's request. In addition, SYNDICATE HOUSING INTERNATIONAL will send newsletters and other

communications to members. Newsletters will contain clear and obvious instructions for how the member can remove himself or herself from that mailing list.

We do use email as a means of receiving feedback from our members, and we encourage you to email us with your questions or comments.

Emailing tools

SYNDICATE HOUSING INTERNATIONAL provides facilities throughout the site to refer a friend to SYNDICATE HOUSING INTERNATIONAL or to send references to a specific listing to a friend. You may not use the "Email this listing to a friend" service or other email forwarding services that we offer to send spam or otherwise send content that would violate our privacy policy or Terms and Conditions. We do not permanently store, sell, or rent these email messages or the email addresses.

Membership registration

Our site's registration form requires you to provide us contact information and may also require demographic information. We may use your contact information from the registration form to send you information about our company and promotional material from some of our affiliated partners. Your contact information is also used to contact you when necessary.

Updating your personal information

SYNDICATE HOUSING INTERNATIONAL provides you with ways in which you can update your personal information, including changing your email address, password, phone number, etc. SYNDICATE HOUSING INTERNATIONAL will store previous email addresses against your profile to ensure compliance with our Terms and Conditions - specifically the use of one account per member.

Delivery address details

SYNDICATE HOUSING INTERNATIONAL enables you to save one or more of your delivery addresses which we will store against your profile. When you buy an item, you have the option of selecting a delivery address which we will then send to the seller. We will never give the seller your address without your permission.

Payment instructions setup

SYNDICATE HOUSING INTERNATIONAL enables you to save and send a standard-payment-instructions email to the successful buyer when your auction ends. When you set up each auction you can choose to have the saved message sent automatically or edit your message at that time.

Control of your password

You are responsible for all actions taken with your user name, email address and password, including fees. Therefore, we do not recommend that you disclose your SYNDICATE HOUSING INTERNATIONAL password to any third parties. If you choose to share your user name, email address and password or your information with third parties to provide you additional services, you are responsible for all actions taken with this information and therefore you should review that third party's privacy policy.

It is important for you to protect against unauthorized access to your password and to your computer. Ensure you logout when you have finished visiting SYNDICATE HOUSING INTERNATIONAL, especially if you access SYNDICATE HOUSING INTERNATIONAL from a shared computer.

Credit and debit card security

We work diligently to protect the security of your personal information, including credit and debit card information.

We protect your credit and debit card information during transmission by using the Secure Sockets Layer (SSL) protocol, which encrypts your information when transmitted over the Internet. SYNDICATE HOUSING INTERNATIONAL retains only partial card details. However they may be held by either Direct Payment Solutions (DPS) - review their Privacy Policy - or Pay-station - review their Privacy Policy - depending on which provider processes the transaction.

When topping up your SYNDICATE HOUSING INTERNATIONAL account by credit/debit card, you may have the option to "save this card for next time". If you choose this option, your credit/debit card details are encrypted and securely stored by DPS or Pay-station.

API

SYNDICATE HOUSING INTERNATIONAL provides an application programming interface (API) to enable software to interface with the Website. The API enables developers to build new applications for our members to use. We use it ourselves to power our mobile applications. As a result, information you publish on SYNDICATE HOUSING INTERNATIONAL may be accessed through the API and may appear in other places such as applications or websites. We may charge third parties in various ways for access to our API.

Some applications enable you to interact with SYNDICATE HOUSING INTERNATIONAL through the API in a way that requires you to login. To do this, most of these applications will direct you through a secure process on SYNDICATE HOUSING INTERNATIONAL called 'OAuth', where you are able to let the application connect to your account. A smaller set of applications will require you to enter your username and password directly into the application, and only applications specifically authorized by SYNDICATE HOUSING

INTERNATIONAL are capable of doing this. In no case will anyone be able to retrieve your password from the API.

If you allow an application to connect to your SYNDICATE HOUSING INTERNATIONAL account, that application will be able to access information that you can see when you are logged in to SYNDICATE HOUSING INTERNATIONAL. This includes the information found within My SYNDICATE HOUSING INTERNATIONAL, such as your watch list, sold items or personal contact information. You should only allow applications you trust to access your SYNDICATE HOUSING INTERNATIONAL account.

If someone is using an application to access SYNDICATE HOUSING INTERNATIONAL and trades with you, that application may be able to access information that you provide to the other person during the trading process, such as your email and delivery address.

Anyone using our API must comply with SYNDICATE HOUSING INTERNATIONAL's API terms and conditions and this Privacy Policy.

Syndicate Housing International Jobs

SYNDICATE HOUSING INTERNATIONAL facilitates sending job applications to organizations advertising on SYNDICATE HOUSING INTERNATIONAL Jobs. We forward applications, including disclosure of your personal information, on your behalf directly to the organization whose job you apply for. We only disclose information that you provide to us in your application.

Applications you send are stored on our servers for a limited time. We do not read applications.

The Job Application Centre allows you to store and re-use CVs, cover letters, or other documents. We securely store documents that you submit to the Job Application Centre and they are available only to you, organizations you send them to, and our system administrators. You can delete your documents at any time through your My SYNDICATE HOUSING INTERNATIONAL page.

Documents you upload to the Job Application Centre will expire and be deleted after 5 years. Documents that are deleted may persist for a limited time in our backup systems.

Cookies and local storage

SYNDICATE HOUSING INTERNATIONAL uses various technologies, including cookies and local storage, to collect and store information about you when you visit SYNDICATE HOUSING INTERNATIONAL.

Cookies and local storage allow us to store information (including your personal information) in a file on the device you use to access SYNDICATE HOUSING INTERNATIONAL. We use cookies and local storage to deliver information and fresh content specific to your interests

and to improve the experience of using SYNDICATE HOUSING INTERNATIONAL. Cookies and local storage are widely used.

SYNDICATE HOUSING INTERNATIONAL uses "session" cookies to temporarily store information to help you use SYNDICATE HOUSING INTERNATIONAL. This information is used to deliver the right content to you as you use SYNDICATE HOUSING INTERNATIONAL and avoids unnecessarily asking you to log in. Session cookies expire immediately when you close your browser or are deleted after 30 minutes of no activity on SYNDICATE HOUSING INTERNATIONAL.

SYNDICATE HOUSING INTERNATIONAL also uses "persistent" cookies and local storage to personalize the user experience, to help protect our members and to provide us with research information (such as how often members visit SYNDICATE HOUSING INTERNATIONAL each month). Persistent cookies allow us to track users on SYNDICATE HOUSING INTERNATIONAL and helps us identify users abusing the SYNDICATE HOUSING INTERNATIONAL service. A persistent auto-login cookie is also stored when you select the "remember me" option when logging in. The auto-login cookie is removed if you log out.

SYNDICATE HOUSING INTERNATIONAL also participates in Google's AdWords pay-per-click advertising programme. AdWords advertisements appear on Google's search result pages and on the Google Display Network. SYNDICATE HOUSING INTERNATIONAL ads may also appear on other websites in the Google Display Network. Google uses cookies to target ads to you, including to measure the number of Google users that click on certain advertisements and visit certain SYNDICATE HOUSING INTERNATIONAL pages, or who complete certain actions on SYNDICATE HOUSING INTERNATIONAL (like adding an item to a Watch list).

Google provides this data to SYNDICATE HOUSING INTERNATIONAL without identifying users. View Google's privacy policy.

Advertising and third-party links

Some SYNDICATE HOUSING INTERNATIONAL advertisers may request information directly from users, or link to sites that do so. SYNDICATE HOUSING INTERNATIONAL has no control over its advertisers' privacy policies, and encourages users to review such policies prior to submitting any personal information to them.

SYNDICATE HOUSING INTERNATIONAL contains non-advertising links to a variety of third-party sites to enhance the member experience. SYNDICATE HOUSING INTERNATIONAL has no control of either the content or privacy policies of such sites, nor should such links be considered an endorsement of these sites except where otherwise noted.

In some cases, third party advertisers may also use cookies in certain advertisements that appear on the website for advertising purposes, or collect information in the course of advertising being served. For example, SYNDICATE HOUSING INTERNATIONAL participates in Google AdSense advertising, and as part of this, Google may use cookies in order to reduce the number of times you see the same ad.

SYNDICATE HOUSING INTERNATIONAL also uses Google's DoubleClick services to deliver display advertisements intended to be relevant to your interests, based on the information you have provided to us through the use of any of our Services.

SYNDICATE HOUSING INTERNATIONAL uses Google remarketing to serve relevant ads to you after you leave our website. When you visit pages on our website, Google may place a cookie on your browser. Then when you later visit another website in the Google Display Network, you may see relevant ads from SYNDICATE HOUSING INTERNATIONAL. You can opt out of Google's use of these cookies by visiting Google's Ads Preferences Manager. View Google's advertising privacy policies.

SYNDICATE HOUSING INTERNATIONAL also makes advertising space available through the DoubleClick AdExchange to other advertisers. If those advertisers use remarketing, you may see ads related to other websites you have previously visited.

Photos

Photos often contain EXIF data. EXIF data may include location information, such as when and where each photo was taken, and details of the device used to take it. If you upload photos that include EXIF data to SYNDICATE HOUSING INTERNATIONAL, we will store this information and use it to better understand the use of photos on our site and to help us provide a safe marketplace. Your device may allow you to opt out of providing location information.

Other information we collect

We use additional information to do internal research on our users' demographics, interests, and behaviour to better understand and serve you and our community. This information may include the URL that you just came from (whether this URL is on our site or not), which URL you next go to (whether this URL is on our site or not), what browser you are using, and your IP address.

Users who login have their IP addresses recorded. This information will only be provided to legal authorities in cases of suspected fraud or for law enforcement purposes. This information is stored securely and will not be provided to other members or non-authorized parties.

If you choose to post messages in our message areas or leave feedback for other users, we will collect that information you provide to us.

If you send us personal correspondence, such as emails or letters, or if other users or third parties send us correspondence about your activities or postings on the Site, we may collect such information into a file specific to you.

Customer service phone conversations may be recorded for internal training and quality assurance purposes. This helps us ensure the information we provide members is consistent and accurate. Phone records will be stored securely and will generally be retained for up to six months.

Membership removal

If you wish to have your registration removed from our directory for any reason, you may send us an email requesting this.

Internet statistics and analytics

SYNDICATE HOUSING INTERNATIONAL, like most large New Zealand websites, uses the Nielsen Online counting system to collect information such as the number of visitors per day or the number of pages requested per day. To do this, SYNDICATE HOUSING INTERNATIONAL has a small piece of code on each page which counts these statistics. This enables us to see where we are in the "top 10" list of New Zealand websites.

SYNDICATE HOUSING INTERNATIONAL uses Google Analytics to better understand the behaviour of visitors to our website, and to improve our website. For example, it helps us to identify how many users visit a particular page, and how many take a further step, such as bidding. We have opted out of Google Analytics' data sharing settings. For more information, view Google Analytics' information on safeguarding your data.

Mobile applications

If you are using one of our mobile applications, and you accept that SYNDICATE HOUSING INTERNATIONAL can send you "Push Notifications", you agree to receive notifications from SYNDICATE HOUSING INTERNATIONAL even if you're SYNDICATE HOUSING INTERNATIONAL mobile application is not running. "Push Notification" preferences can be configured in the application's settings.

SYNDICATE HOUSING INTERNATIONAL uses Flurry to support our mobile applications. Flurry collects data for performance analysis, usage behaviour, and technical information about the device, firmware and carrier. This information is confidential and available only to SYNDICATE HOUSING INTERNATIONAL in an aggregate form and individual user data is not identifiable. The data collected helps SYNDICATE HOUSING INTERNATIONAL to continue to develop applications that meet users' needs.

Updates to our information practices

From time to time, we make changes to our information practices or alter the functionality of our website. We always update this statement accordingly, so we encourage you to periodically review this page for the latest information on privacy practices at SYNDICATE HOUSING INTERNATIONAL.

If you have any questions about our privacy policies or any other matter, please contact us.

Member services category policy

1. General

1. If a Member Service is accepted by a member, arrangements to carry out the Member Service will be formed between the advertiser and the member. SYNDICATE HOUSING INTERNATIONAL does not act as an agent for either party to the arrangement and resulting transaction.

2. Terminology

- 1. 'Service Advertiser' means a member advertising in the Services Category;
- 2. 'Member Service(s)' means a trade or business service that has been advertised by a SYNDICATE HOUSING INTERNATIONAL member in the Services Category.

3. Syndicate Housing International Memberships

1. In the event you set up a business membership for listing in the Services Category, SYNDICATE HOUSING INTERNATIONAL reserve the right to restrict your ability to list items for sale on this membership.

4. Your obligations as an advertiser in the Services Category

- 1. Service Advertisers must be located in, and only offer Member Services within a place in which they can actually service.
- 2. You must not place multiple listings for the same Member Service.
- 3. When advertising a price for a Member Service, you must list prices and fees in Euro dollars and (include GST in the price) if applicable. All tax obligations are the responsibility of the advertiser and/or member using the Member Service (as the parties determine).
- 4. You may list your phone number within the contact details on the listing.
- 5. Your listing may only contain a URL for a website that contains further information on the Member Service you have listed.
- 6. You will only enter listings that are accurate, current, complete, and include all relevant information about the Member Services provided. You must list Member Services in the most appropriate category.
- 7. You agree to your email address being supplied to the member enquiring about Member Services advertised.

- 8. You must promptly respond to queries received by members in relation to Member Services advertised.
- 9. You agree not to post, or to encourage or procure others to post, ratings and/or comments about advertised Member Service(s), which are untrue, inaccurate or misleading.

5. Your obligations as a user of Member Services

- 1. By engaging with an advertiser to receive advertised Member Services, you warrant and represent that you have the legal right to enter into and complete the transaction.
- 2. You agree to your email address being supplied to the Service Advertiser when you enquire about Member Services listed in an advertisement.
- 3. All payment arrangements are between the advertiser and the member using the advertised Member Services.

6. Ratings and Comments on Service Advertisers

- 1. SYNDICATE HOUSING INTERNATIONAL provides the ability for members to post comments and ratings on the performance of Service Advertisers who they have entered into transactions with.
- 2. In posting ratings and/or comments, you warrant that
- 1. You are or have been a customer/client of the Service Advertiser in question;
- 2. The comment/rating relates to a specific transaction relating to the provision of Member Services advertised on SYNDICATE HOUSING INTERNATIONAL;
- 3. The statements of fact reflected in the ratings and/or comments posted by you are true or not materially different from the truth;
- 4. The opinions reflected in the ratings and/or comments posted by you are genuine and honestly held by you;
- 5. You will not use obscene or offensive language or submit any material that is, or may potentially be, defamatory, abusive or hateful, an invasion of anyone's privacy, harmful to other users, harmful to SYNDICATE HOUSING INTERNATIONAL or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any legislation;
- 3. Irrespective of any monitoring of ratings, comments or other content on the Website which SYNDICATE HOUSING INTERNATIONAL undertakes, SYNDICATE HOUSING INTERNATIONAL shall not be responsible for screening, editorial, or other control over ratings, comments or other content and you acknowledge that the Website may include material that could be deemed distasteful, misleading, inaccurate, offensive, or otherwise objectionable.

- 4. SYNDICATE HOUSING INTERNATIONAL assumes no responsibility or liability for the preservation of content on the Website and may modify or remove it at its sole discretion.
- 5. SYNDICATE HOUSING INTERNATIONAL does not necessarily endorse, support, sanction, encourage, verify or agree with the ratings and/or comments posted by users of the Website;

Feedback policy

Feedback is provided to facilitate trading between members on the SYNDICATE HOUSING INTERNATIONAL website. It is designed to assist members in their decision to trade with a particular member, and to help SYNDICATE HOUSING INTERNATIONAL assess whether traders are meeting other members' expectations.

Feedback should be relevant to the specific transaction, and factual.

SYNDICATE HOUSING INTERNATIONAL will only remove feedback where it breaches our terms and conditions of feedback. Feedback that is over 30 days old will not normally be reviewed by SYNDICATE HOUSING INTERNATIONAL.

If you have concerns about feedback that has been placed about you, you should contact the other trader to resolve the issue in the first instance. You can respond to issues raised in the feedback through the 'post response to this feedback' link beneath the feedback you have received, and this will appear alongside the other member's comments on your feedback page.

Although certain exceptional circumstances will result in feedback being removed or edited, feedback will remain a permanent part of your SYNDICATE HOUSING INTERNATIONAL record. SYNDICATE HOUSING INTERNATIONAL does not arbitrate negative feedback.

Feedback will be edited or removed if SYNDICATE HOUSING INTERNATIONAL considers that:

- it contains swear words or other offensive or inappropriate content
- it contains defamatory statements
- it contains the trader's private personal information, contact details or other means to individually identify the trader
- the trader placing feedback has been permanently removed from SYNDICATE HOUSING INTERNATIONAL
- the feedback refers to any ongoing investigation by SYNDICATE HOUSING INTERNATIONAL, the police, or any other authorized party
- SYNDICATE HOUSING INTERNATIONAL receives a court order to remove feedback,
 or where SYNDICATE HOUSING INTERNATIONAL otherwise considers it appropriate to remove the feedback.

Take care not to post defamatory statements about anyone, as you can be held legally responsible for damaging another member's reputation. A widely used definition is:

A defamatory statement is one that tends to lower the person in the estimation of right-thinking members of society, or which tends to cause him or her to be shunned or avoided, or which tends to cause a person to be exposed to hatred, contempt or ridicule, or which is a false statement about a person to his or her discredit.

As outlined in our Code of Conduct, members should not place retaliatory feedback. If you believe you have been the target of retaliatory or abusive feedback then please let us know.

General Marketplace photo policy and guidelines

This policy applies to all 'in trade' sellers on Global Advertising Internet Network and SYNDICATE HOUSING INTERNATIONAL, and is as follows:

Acceptable:

- Large, clear images of the item for sale.
- Small, transparent watermarks used to show ownership or attribution only. As a guide, watermarks should be smaller than 5% of your photo, and more transparent than 50%.
- Photos clearly showing any product flaws or defects.
- Other items in the photo are only there to help the buyer (e.g., to show scale/sizing).
- Videos comply with the Marketplace video terms and conditions (video available to Top Sellers only).

Unacceptable:

- The main listing photo does not show the item for sale.
- Photos that don't accurately represent the product for sale (e.g., using stock images* for second-hand, damaged or faulty items).
- Photos that use watermarks, logos, artwork, photo borders or text to convey messages, e.g., that there's no image available, low stock availability or any other marketing messages.
- Photos that include contact details, website addresses or any other branded marketing.
- Watermark or logos that obscure or interfere with the item in the photo. As a guide, watermarks should be smaller than 5% of your photo, and more transparent than 50%.
- Photos that are in breach of Intellectual Property Rights.

*Stock images may be used with the rights holder's express permission for brand new products and "as new" refurbished products, if the product has no visible flaws or defects and the image accurately reflects the product's quality.

Non-compliance may result in:

Immediate removal of offending photos/videos by Global Advertising Internet

Network and SYNDICATE HOUSING INTERNATIONAL.

Adjustment of listings in search results until listings are acceptable.

What's the minimum photo size? Photos need to be a minimum of 500 pixels on the longest

side in order to be uploaded. The larger the photo, the better experience it is for your

buyers.

What are pixels? The word 'pixel' means a picture element and they are the smallest unit of

information that makes up a picture – every photograph in digital form is made up of pixels.

The more pixels you have, the more closely the photo resembles the original thing you have

taken a photo of. The more pixels you have, the clearer the zoom quality will be.

How can I check if my current photos are the right size? If you use My Products, you can

check the dimensions of your photos by going into the product and clicking on the photo.

To the right of the photo, you'll be able to see the pixel dimensions.

For any photos in your My Photos folder (found via My Global Advertising Internet Network

and SYNDICATE HOUSING INTERNATIONAL), you'll see the dimensions of your images. If

they meet the pixel requirements you'll see a green tick, but if they're not quite big enough

we'll highlight the measurements and show a red cross.

If you need to resize your images, there's a bunch of websites you can try. This website will

give you a rundown of those.

I've checked my photos and some of them aren't big enough - what do I do? We

recommend taking new photos, rather than trying to resize old ones. The main aim is to

improve photo quality for buyers - if you're just making smaller photos bigger, this can

dramatically affect the quality of them.

If you use a smartphone or digital camera to take the new photos they should be the perfect

size.

Please don't use photos found on Google, as often these won't be large enough and you

may be infringing on other people's intellectual property rights – our terms and conditions

require that you hold copyright over, or have permission to use, any photos uploaded.

What are the specifications for photos? Photo file format: .gif, .bmp, .png, .jpeg or .jpg

format.

Photo size limit: under 5MB file size.

Photo quality: at least 500 pixels or more on the longest side.

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What happens if I don't stick to the policy? Please make sure all your listings adhere to the policy. If they don't, your photos and/or videos could be removed or adjusted in search results.

Message Board Policy

The message board is provided for the enjoyment of the entire SYNDICATE HOUSING INTERNATIONAL community and is moderated by members and, at times, by SYNDICATE HOUSING INTERNATIONAL staff. The message board provides a place for members to discuss SYNDICATE HOUSING INTERNATIONAL related topics. The person who posts a message is responsible for its content, not SYNDICATE HOUSING INTERNATIONAL.

Members who breach this policy, or post messages that attract ongoing complaints from the community, may have their message board privileges or SYNDICATE HOUSING INTERNATIONAL membership removed. In essence, don't be a dick.

Dos and don'ts

Do:

- Express views on SYNDICATE HOUSING INTERNATIONAL related issues
- Keep your posts clean
- Respect others and their privacy
- Keep it legal

Don't:

- Swear
- Post or link to offensive or adult content
- Abuse or harass people
- Make defamatory statements
- Post personal contact details
- Raise concerns about other traders
- Be a troll

The rules

Appropriate use

The message boards are a place for general trading advice, technical help with the site from your peers, category suggestions, or anything that helps inform others about something they might want to buy, sell or service they might use on or off SYNDICATE HOUSING INTERNATIONAL (while keeping in line with our no self-promotion rule). Chatter outside of this will be removed.

Respect others

Don't abuse or harass people on the message board. Personal attacks are not acceptable. You may express a view on an issue or criticize a particular approach, but the message board is not a place to frame others in a negative light, or attack a person or their character. When discussing a topic, remember to focus on the issue and not the person.

People have a right to their privacy

Don't post any contact details on the message board, including your own, or reveal personal information about others or their actual names. It is OK to link to the published contact details for an established and reputable organization (e.g., Quit line, Westpac).

Hold fire on trader concerns

The message board is not an appropriate place to raise concerns about other traders or their listings. If you have concerns about a listing, please use the Community Watch feature (at the bottom of every listing) to alert our Site Security team. If you're concerned about a trader, please contact us directly. If you wish to use the message board to discuss a crappy experience, please ensure the individuals involved are not identified.

No trolling

Posting on the message board to cause trouble, start a contentious topic, derail a discussion or incite an emotional response from others is not OK. Excessive over-posting or spamming is also unacceptable.

No self-promoting

The message board is for open discussion only, so please don't use it to promote a listing, product or service or to denigrate a competitor. This includes trying to facilitate a trade through the message board or encouraging the exchange of contact details. Note that posting a wanted ad is not acceptable, but seeking suggestions or advice is fine.

Keep it legal

In particular, do not name, drop hints, or post any other information which identifies members of the public who have name suppression.

You also need to be careful you don't post defamatory statements about anyone. A widely used definition is:

A defamatory statement is one that tends to lower the person in the estimation of right-thinking members of society, or which tends to cause him or her to be shunned or avoided, or which tends to cause a person to be exposed to hatred, contempt or ridicule, or which is a false statement about a person to his or her discredit. The statement may be in the form of words or pictures, visual images, gestures, and other means of signifying meaning.

Listing policies

To make sure you have a great experience when browsing and buying items, we have some rules and guidelines for you to follow when creating listings.

Category:

- You should list an item in the most appropriate category for the item. If you list in a second category, you should list the item in the two most appropriate categories.
- You may only sell or offer services in our Services Category or in our Travel, Events &
 Activities Category. All Services Category listings must comply with our Member Services
 Category Policy.
- You may only sell bookings and tickets in our Travel, Events & Activities Category. All accommodation and travel packages must be able to be transferred into the buyer's name from within New Zealand (either directly with the service provider, or via a travel agent). You must not list any kind of flight ticket or airfare (even if the ticket is transferable) unless you are the originating airline or a travel agent.

Main photo:

• Listings must be accurately represented. The main photo on your listing (i.e., the one that displays in search results and first on your listing) must contain the item you're selling.

Use as intended, and keep it onsite:

- Listings should be used for the sale or promotion of actual or specific things, including services, and should not be used solely for the general advertising of a brand or business. For example, you should use a listing to promote an actual property that is available for rent, and not simply to advertise a property management business. You must not use SYNDICATE HOUSING INTERNATIONAL listings to promote a business or website other than one for sale in your listing.
- Listings should be used to list a specific item and should not be used for multiple or generic items. You may not use a listing to offer to sell additional items outside of SYNDICATE HOUSING INTERNATIONAL, or list a per item price. For example, if you have two of the same cars for sale, you must create two separate listings.
- If you only have one item for sale, you should only create one listing don't create multiple listings for a single item.
- Your listings may contain a URL for a website that contains further information on the item you have listed, but that website must not offer any items for sale, or contain contact details.
- We generally allow members to relist their Marketplace, Property or Motors listings until the item or property has sold or in the case of a rental property, or spare room, until these have been rented. The ability to relist is subject to a few specific terms. For example,

you need to re-list within a set timeframe (usually 45 days), any extras or features are charged on relist. You can't use the relist function to re-use listings for a different item, vehicle, or property (for example by editing the listing content and photos). You also must not use the relist function to manipulate search results or artificially improve the search position of your listing.

- For Motors car listings created from 3 May 2019, you can relist an auction for free as long as it is either within 90 days of originally being listed or within 30 days of being renewed. You can renew both auction and classified listings after the listing closes (either 90 days after originally being listed or 30 days after being renewed) for a reduced fee. You can't use the relist or renew function to re-use listings for a different vehicle (for example by editing the listing content and photos). Note: Members who have listed seven or more vehicles in the previous 12 months or are Dealer base users are excluded and the above point applies.
- Listings shouldn't include any contact details, except where asked for in the listing process.
- Listing an item is a commitment to sell it through SYNDICATE HOUSING INTERNATIONAL you may not withdraw an item because it has not reached the price you wanted.
- 'Keyword spamming' to manipulate search results is not allowed.
- Listings cannot be reused or repurposed for different items or services than what was originally listed.

Identical or otherwise identical items:

- On SYNDICATE HOUSING INTERNATIONAL Marketplace, you may only have one listing for all identical items for sale at any one time.
- If you list variations of an otherwise identical item on SYNDICATE HOUSING INTERNATIONAL Marketplace, such as different colours or sizes, then you must use multivariant listings ("MVL") unless we have given you our prior written approval to create separate listings.

Prices and fees:

- All prices must be in Euro dollars and include all applicable GST (if any).
- Listings fees and success fees are to be paid by the seller. You may not add these fees or other fees onto the winning bid amount.

Shipping:

• Shipping and packaging charges must be reasonable and a reflection of the actual costs for packaging and postage, and shouldn't be inflated for profit. For example, we don't

think it's cool to charge for your time and petrol as part of your shipping and packaging cost.

We may remove or edit your listing if it violates our policies or our terms. We may also remove listings from the homepage of our site, if we think it's necessary.

Job listing policies

When listing on SYNDICATE HOUSING INTERNATIONAL Jobs you must abide by the following jobs listing policies.

All listings must:

- Each represent one job vacancy.
- Represent opportunities for individual employment (not franchise/ business opportunities).
- Represent specific actual vacancies (not potential/ future opportunities).
- Be listed in the most relevant job category.
- Not be duplicated on the site within the same category. However, if the listing is relevant to more than one category, or is both permanent & part time then you may choose to place more than one listing to cover these bases.
- Have no links to external sites, unless you are listing under a volume plan agreement which permits a link to an online application for that specific role.
- Be both legally compliant and consistent with principles of common decency.

Overseas jobs can only be listed on the site if it is made clear in the title where the role is. The location selected should then be the intended catchment area where the person is to be recruited from.

Adult listings (such as listings for escort and pole dancer vacancies) are not permitted.

SYNDICATE HOUSING INTERNATIONAL does not audit documents sent to advertisers through the 'Apply online' feature and gives no undertakings as to the content of those documents. We do not warrant or guarantee that they will be free of viruses, Trojans or other malicious or destructive programmes.

Other Policies and Procedures

It is paramount that all members are of good nature with clean hands, clean hearts and clean minds in righteous standing with our policies and procedures <u>HERE</u>.