

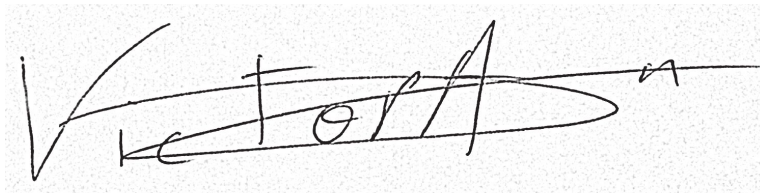
Wildlife.ai Trust

Deed

29-November-2018

I hereby certify that this is a correct copy of the trust deed or rules of Wildlife.ai as per section 10(2)(a) of the Charitable Trust act 1957

Signed by

A handwritten signature in black ink on a light grey background. The signature is written in a cursive style and appears to read "Victoria".

DEED

Date:

29-November-2018

This Trust has been formed by:

Name	Address	Occupation
Victor Anton Valades	4a Macdonald Cres, Wellington	Student
Amy Sara Brasch	4a Macdonald Cres, Wellington	Ranger

Background:

- A. The parties to this Deed wish to establish a charitable trust for the charitable purposes described in clause 3 of this document.
- B. The parties to this deed have agreed to contribute the sum of one dollar each to establish the Trust; and
- C. The named parties have agreed to enter into this Deed specifying the purposes of the Trust and providing for its control and government.

1. NAME

The name of the Trust is Wildlife.ai hereafter called 'the Trust'.

2. PRINCIPLES

The Trust is committed, in attaining its purposes, to:

Promote the use of artificial intelligence for the protection of biodiversity.

3. PURPOSE

The purpose of the Trust will be charitable and specifically will be:

3.1 to provide support, in terms of funding, labour and logistics to individuals and organisations using any form of artificial intelligence for wildlife conservation; and

3.2 to educate people about the applications and benefits of using artificial intelligence for the conservation and protection of species worldwide.

4. OFFICE

The office of the Trust will be in such place in New Zealand as the Trustees may from time to time determine. The initial office of the Trust is 4a Macdonald Crescent, Wellington 6011.

5. BOARD OF TRUSTEES

5.1 The Board will comprise of no less than two Trustees and no more than ten Trustees.

5.2 The signatories to this Deed will be the first Board. The Trustees will elect from among themselves a Chairperson. A Secretary and Treasurer will also be appointed from among themselves or from non-trust members. An election of office-bearers will be held at the first meeting of the Board following the execution of this Deed and whenever a vacancy occurs. The positions of Secretary and Treasurer may be combined.

5.3 A person will immediately cease to be Trustee when she or he resigns in writing, dies, is declared bankrupt or is found to be a mentally disordered person within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992 or subsequent enactment.

5.4 The Board will have the power to fill any vacancy that arises in the Board or to appoint any additional trustees subject to clause 5.1.

5.5 The Board may continue to act notwithstanding any vacancy, but if their number is reduced below minimum number of trustees as stated in this deed, the continuing trustee/s may act for the purpose of increasing the number of trustees to that minimum but for no other purpose.

5.6 The Board may, by a motion decided by a two-thirds majority of votes, terminate a person's position as a Trustee and member of the Board, if it believes that such action is in the best interests of the Trust.

6. FUNCTIONS AND DUTIES OF THE TRUSTEES

6.1. The management control and administration of the Trust property shall be vested in the Trustees.

6.2. The Board may exercise all or any of the powers of the Trusts as set out in this Deed or otherwise conferred bylaw.

7. MEETINGS OF THE BOARD

7.1. The Trustees may make from time to time all such rules and regulations for the conduct of their meetings as they may deem desirable but not inconsistent with anything contained in this Deed.

7.2. Quorum will be the greater of two Trustees or half of the members of the Board.

7.3. 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 number to preside at that meeting.

7.4. 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 be a majority of trustees.

7.5. 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 vote is tied, the motion shall be lost.

7.6. Any dispute arising between the Trustees on a decision not otherwise resolved shall be referred to mediation. The parties will agree on a suitable person to act as a mediator but if that is not possible will ask a professional dispute resolution body to appoint an appropriate accredited mediator.

7.7. Any meeting of the Trustees may be held by telephone or video conference.

8. POWERS

In addition to the powers provided by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the Board may exercise in order to carry out its charitable purposes are as follows:

8.1 to use the funds of the Trust as the Board thinks necessary or expedient in payment of the costs and expenses of the Trust, including the employment and dismissal of professional advisors, agents, officers and staff, according to principles of good employment and the Employment Relations Act 2000 or any subsequent enactment;

8.2 to purchase, take on, lease or in exchange or hire or otherwise, acquire any real or personal property and any rights or privileges which the Board thinks necessary or expedient in order to attain the purpose of the Trust and to sell, exchange, let, bail or lease, with or without option of purchase or, in any other manner, dispose of such property, rights or privileges;

8.3 to invest surplus funds in any way permitted by law for the investment of Charitable Trust funds and upon such terms as the Board thinks fit;

8.4 to borrow or raise money from time to time with or without security and upon such terms as to priority or otherwise as the Board thinks fit; and

8.5 to do all things as may from time to time be necessary or desirable to enable the Board to give effect to and attain the charitable purposes of the Trust.

9. INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES

9.1 Any income, benefit or advantage will be applied to the charitable purposes of the Trust.

9.2 A Trustee is entitled to remuneration for services provided as may be reasonable having regard to that Trustee's duties and responsibilities for those services - a determination can be set and approved at a meeting of the Trust.

9.3 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.

9.4 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.

9.5 The provision and effect of this clause 9 shall not be removed from this Deed and shall be implied and implied into any document replacing this document.

9.6 No member of the group, or anyone associated with a member, is allowed to take part in, or influence any decision made by the group in respect of payments to, or on behalf of, the member or associated person of any income, benefit, or advantage.

10. POWER TO DELEGATE

10.1 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. The committee or person may without confirmation by the Trustees exercise or perform the delegated powers or duties in the same way and with the same effect as the Trustees could themselves have done.

10.2 Any committee or person to whom the Trustees have delegated powers or duties will be bound by the terms of the Trust and any terms or conditions of the delegation set by the Trust.

10.3 The Trustees will be able to revoke such delegation at will, and no such delegation will prevent the exercise of any power or the performance of any duty by the Trustees.

10.4 It will not be necessary for any person who is appointed to be a member of any such committee, or to whom such delegation is made, to be a Trustee.

11. FUNDS, PROPERTY AND ACCOUNTS

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

11.2 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 authorised by resolution of the Trustees.

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

12. DISPOSITION OF SURPLUS ASSETS

On the winding up of the Trust, or on its dissolution by the Registrar, all surplus assets, after the payment of costs, debts and liabilities will be given to other charitable organisation/s within New Zealand as the Board will decide. If the Trust is unable to make such a decision, the surplus assets will be disposed of in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957 or subsequent enactment.

13. ALTERATION OF THIS DEED

13.1. The Trustees may by consensus or pursuant to a motion decided by a 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 will 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.

14. TRUSTEE LIABILITY AND INDEMNITY

14.1 No trustee will be liable for any losses other than those attributable to his or her own dishonesty or the wilful commission of any act known by him or her to be a breach of trust.

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

14.3 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 result of the Trustee's own dishonesty or deliberate breach of trust.

14.4 The Trustees shall be entitled to take out and maintain from trust funds Trustee indemnity insurance premiums.

15. NO RESTRICTION TO CHARITABLE PURPOSES / ACTIVITIES NOT LIMITER TO AOTEAROA/ NEW ZEALAND

15.1 The activities of the Trust will not be limited to Aotearoa/New Zealand. Trustees distinguish that there could be activities undertaken or performed overseas to accomplish the overall purpose of the organisation.

15.2 No activities undertaken must be endangering the charitable statute of the Trust.

15.3 Activities should reflect the purpose of the trust and solely focusing its charitable target.

16. COMMON SEAL

16.1 If the Trustees obtain incorporation as an incorporated charitable trust board, then the board shall have a common seal which shall be kept in the custody of the secretary, or such other offices as shall be appointed by the Trustees, and shall be 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.