

DATED

24 FEBRUARY

2010

IPv6 Task Force Trust

TRUST DEED

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Trust Deed

IPv6 Task Force Trust

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PARTIES

("The Settlor")

Internet New Zealand Incorporated.

("The Trustees")

Murray Milner, Consultant, Dean Pemberton, Network Consultant and Vikram Kumar, Chief Executive Officer, all of Wellington

BACKGROUND

- A. The Settlor is an incorporated society formed for purposes which include promoting the use of, and educating people about, the information and communications technologies known as the Internet.
- B. The Settlor wishes to establish a Trust to be known as the IPv6 Trust ("the Trust") to promote dialogue between people about the need for, features of and timely adoption in New Zealand of the revised Internet Protocol IPv6.
- C. The Settlor has paid the sum of \$10 to the Trustees to be held upon the trusts set out in this Deed.
- D. The Trustees have agreed to act as trustees of the Trust.
- E. This Deed is being completed by the Settlor and the Trustees to establish the terms of the Trust.

THIS DEED WITNESSES

1. The Settlor hereby settles the sum of \$10.00 on the Trustees as an initial settlement of the Trust.
2. The Trustees agree to act as trustees on the terms set out in this Deed.

THE TRUST

1. Interpretation and Definitions

1.1 In this Deed, unless the context otherwise requires:-

"Internet" means the information and communications technologies known as the internet, including their future developments and the information made accessible and available from them;

"Purposes" means the purposes of the Trust as set out in clause 4;

"Related Party" means:

- (a) Internet New Zealand Incorporated or any Councillor or any employee of Internet New Zealand Incorporated or any company or other entity owned or controlled by Internet New Zealand

Incorporated, or any officer or employee if any such company or other entity; or

- (b) any of the Trustees from time to time; or
- (c) any company, partnership, trust or other entity in which a Trustee or any spouse of a Trustee is financially interested whether as a shareholder, partner, director, employee, beneficiary or otherwise; or
- (d) any spouse of a Trustee;

"The Trustees" means the trustees of the Trust from time to time, whether original, additional or substituted, and if the Trustees have at any time become incorporated, includes their body corporate;

"this Deed" means this deed as amended from time to time in accordance with the powers contained herein.

"Trust" means the trust established by this deed and known as the IPv6 Trust

"Trust Assets" means all money, investment, property, and assets from time to time owned or held by the Trust;

2. Establishment of the Trust

- 2.1 The Trust shall comprise all Trust Assets from time to time held by the Trustees upon the trusts of this Deed including the income arising from them.
- 2.2 The Trust Assets shall be held on trust by the Trustees and shall be managed and administered on the terms contained in this Deed.
- 2.3 The Trust shall commence on the date of this Deed and shall continue until terminated pursuant to clause 12.

3. Name of the Trust

- 3.1 The name of the Trust is the "IPv6 Task Force Trust".

4. Purposes of the Trust (the "Purposes")

- 4.1 The general Purposes of the Trust are to promote and support forums in the New Zealand region, including the unincorporated group known as the New Zealand IPv6 Task Force (formerly known as the NZIPv6 Steering Group), for education and the sharing of knowledge about IPv6, and its adoption, and to promote and support the IPv6 Taskforce and its objectives as set out from time to time in the terms of reference or other constituting documents of that group. The Purposes of the Trust are intended to be charitable and shall not be interpreted to include purposes which are not charitable.
- 4.2 The Purposes of the Trust shall include:
 - (a) to support and undertake community initiatives which will further the general purposes set out in clause 4.1;
 - (b) to hold funds and contributions to the Trust Assets, to be held by the Trust and applied to projects or persons for the furtherance of the Purposes;
 - (c) to encourage and assist others to contribute funds, assets and personal efforts to projects or persons for the furtherance of the Purposes;

- (d) to give assistance in other ways to persons or bodies who are undertaking initiatives consistent with the Purposes;
- (e) to promote the expansion of the work of the Trust within New Zealand;
- (f) to establish and maintain connections and co-operate with organisations in New Zealand and overseas that the Trustees determine to be advantageous to the Trust;
- (g) to do any lawful act that advances the Purposes.

5. Powers of Trust

5.1 Subject to the provisions of this Deed, and the requirements for formal resolutions of the Trustees, the Trustees shall have all the powers over and in respect of the Trust and the Trust Assets which they could exercise if they were the absolute and beneficial owners of the Trust Assets. In particular, without derogating from the foregoing, the Trustees shall have full and absolute power, in furtherance of or ancillary to the Purposes, to:-

- a) receive donations and seek and obtain sponsorship;
- b) make donations and grant sponsorships;
- c) pay all or any of the expenses incurred in connection with the incorporation and establishment of the Trust;
- d) obtain any statutory or similar order or Act of Parliament enabling the Trust to carry or better carry any of its Purposes into effect or to effect any modification to the Trust Deed or for any other purpose which the Trustees consider expedient;
- e) employ, engage or contract with upon such terms and conditions as to salary, remuneration, contract, payment or other consideration any employee, manager, agent, professional advisor or other person (including any person who is a Trustee) as the Trustees think fit upon such terms as the Trustees deem expedient; provided that any payment to a Trustee must be fair and reasonable for the services provided;
- f) agree, enter into, perform and enforce any contract, option or other right relating to any part or all of the Trust Assets or proposed assets;
- g) open a bank account or accounts in the names of the Trustees or the Trust and operate that account in accordance with clause 10;
- h) enter into management agreements and other contracts with any person for the purpose of organising and operating any activities;
- i) enter into lease arrangements or other contracts for the management of assets;
- j) make any Rules or Bylaws for the management and administration of the Trust which are not inconsistent with the Purposes;
- k) act on the opinion or advice of or information obtain from any financial adviser, lawyer, surveyor, broker, auctioneer, or other expert or professional, but so that the Trustees shall not be responsible for any loss depreciation or damage occasioned by acting or not acting in accordance with any opinion, advice or information;
- l) lend money whether secured or unsecured to further the Purposes of the Trust;
- m) borrow or raise money whether unsecured or secured;

- n) guarantee the performance of any person in relation to any agreement, security, charge, contract, undertaking or promise and secure any such guarantee by mortgage, charge or other encumbrance over the whole or any part of the Trust Assets;
 - o) do all such other things as in the opinion of the Trustees may be incidental or conducive to the attainment of any of the foregoing Purposes or the exercise of any of the foregoing powers.
6. Transactions with Related Parties
- 6.1 The Trustees may, if the Trustees in good faith are of the opinion that the particular transaction is on reasonable commercial terms and is in the best interests of the Trust:
- (a) sell, purchase or otherwise dispose of or acquire any asset to or from any Related Party;
 - (b) enter into any contract, agreement or other arrangement with any Related Party to provide management, administration or other services for the Trust;
 - (c) enter into any other transaction with any Related Party in relation to the Trust; or
 - (d) cause any Trust Assets that comprise cash to be invested or lodged with any Related Party.
7. Trustees' indemnity and liability
- 7.1 The Trustees shall not be liable for:
- (a) any losses except losses arising from their own dishonesty, wilful default or wilful breach of trust or gross negligence; or
 - (b) any act or attempted in exercise of or pursuant to any trust, power or discretion vested in them by this Deed; or
 - (c) any omission or non-exercise in respect of any trust, power or discretion of the Trustee under this Deed.
- 7.2 The Trustees and every other person acting on behalf of the Trustees shall be indemnified out of Trust Assets against all liabilities and expenses incurred by them in the exercise or attempted exercise of the trusts, powers and discretions vested in the Trustees pursuant to this Deed and in respect of any matter or thing done or omitted to be done in any way relating to this Deed and the Trust. This indemnity shall extend to any payment made to any person whom the Trustees bona fide believe to be entitled to it, though it may be subsequently found that the person was not in fact entitled. The Trustees shall have a lien or charge on the Trust Assets and may retain and pay out of any money in the Trust all sums and amounts necessary to give effect to this indemnity.
- 7.3 The liability of the Trustees in connection with this Deed or at law shall at all times be limited to the Trust Assets.
8. Delegation by Trustees
- 8.1 The Trustees shall have, to the extent permitted by law, full power to delegate to any one or more Trustees or to any attorney, agent or other person nominated or appointed by the Trustees, all or any of the powers, authorities and discretions

exercisable by the Trustees under this Deed but without in any way releasing the Trustees from their obligations under this Deed.

- 8.2 The Trustees shall be entitled to delegate any of their powers and duties under this Deed to any committee or committees consisting of such of the Trustees (or any other person) as the Trustees may appoint for such purpose.

9. Investments

- 9.1 The Trustees may invest the Trust Assets and the income and any money held by the Trustees under this Deed, either alone or (subject to Clause 5) in common with any other person or persons:

- (a) in any investment authorised under the law of New Zealand for the investment of trust funds; or
- (b) by retaining and continuing to invest for the Purposes in any specific asset or investment which is transferred to or vested in the Trust, even though it may be a risky, hazardous or wasting investment; or
- (c) by making investments for the Purposes, including to support new ventures, even though they may be risky, hazardous or wasting investments.

- 9.2 The Trustees may hold all or any part of the Trust Assets or income in an account with any Bank or uninvested for any period or periods, without any liability for loss, for the purpose of:

- (a) accumulating sufficient of the Trust Assets until it can be invested; or
- (b) holding sufficient of the Trust Assets to meet anticipated payments as they fall due.

- 9.3 The duties imposed on a trustee by section 13B and 13C inclusive of the Trustee Act 1956 or any statutory re-enactment, amendment or replacement shall not apply to the Trustees in respect of investments made pursuant to clauses 9.1 (b) and (c).

10. Accounts and Audit

- 10.1 The Trustees shall keep proper records and accounts relating to the Trust, including a record of all sums of money received and expended by or on behalf of the Trust.

- 10.2 In addition to the powers conferred by section 81 of the Trustee Act 1956, the Trustees may make arrangements with any Bank for the Trust, or any two or more persons (of whom at least one must be a Trustee) named in writing by the Trustees, to operate upon any account from time to time opened or subsisting at that Bank.

- 10.3 At the end of each financial year the Trustees shall prepare accounts for the Trust and may (but are not required to) have those accounts audited, at the cost of the Trust, by an independent qualified accountant who shall, if required, be appointed annually by the Trustees.

11. Alteration to the Deed

- 11.1 The Trustees may from time to time by amending deed or instrument alter, rescind or add to any of the provisions of this Deed, but only if:-
- (a) at least 14 days notice of intention to move any amendment to this Deed has been given to all Trustees;
 - (b) the amendment is adopted by a resolution supported by 66% of the Trustees or is approved by an order of the Court;
 - (c) the alteration, rescission or addition is not prejudicial to the legal charitable status of the Trust (including any tax exemptions in New Zealand by virtue of its charitable status).

12. Winding up of the Trust

- 12.1 The Trust shall terminate and be wound up and dissolved if:
- (a) the Trustees resolve by special resolution, in which not less than 66% of the Trustees vote in favour, that the Trust shall be wound up; or
 - (b) the Trust is wound up by law.
- 12.2 Every resolution to wind up the Trust shall specify an effective termination date of the Trust and thereafter the Trustees shall realise or dispose of the Trust Assets as soon as reasonably practicable in accordance with this clause.
- 12.3 The Trust Assets or the proceeds resulting from them shall be applied by the Trustees upon a winding up in the following order of priority and manner:-
- (a) first in meeting all costs, expenses and liabilities of the Trust including the costs and expenses of winding up the Trust and setting aside any amount that the Trustees consider necessary or desirable in respect of any contingent liability of the Trust;
 - (b) secondly, in the payment or distribution (by instalments if the Trustees consider appropriate) of the balance to or for a purpose or body providing or promoting technical education, which in accordance with the law of New Zealand is a charitable purpose for the benefit of the people of New Zealand, as the Trustees shall determine.

13. Appointment and Removal of Trustees

- 13.1 The Trustees at the date of execution of this Deed are those set out on the first page of this Deed ("the Initial Trustees"). Subsequent Trustees shall be appointed in the manner set out in this Deed.
- 13.2 The power of appointment of new Trustees of the Trust shall be exercised by the current Trustees by resolution. There shall be a minimum of three and a maximum of five Trustees of the Trust. If the number of Trustees is below three, the remaining Trustees shall have power to act for the purpose of appointing new Trustees and shall do so without delay.
- 13.3 The Trustees shall have power, by resolution:
- a) to remove any Trustee appointed by them, at any time and from time to time;
 - b) to replace any Trustee appointed by them, and removed under (a); and

- c) to appoint a new Trustee at any time.
- 13.4 Any Trustee may retire as Trustee of the Trust upon giving not less than two months notice in writing to the Trustees of the desire so to do. Any Trustee shall be disqualified from being a Trustee if that person dies, is an undischarged bankrupt, is a protected person under the Protection of Personal and Property Rights Act 1988, is under 18 years or is disqualified pursuant to s 16 Charities Act, 2005.
- 13.5 The appointment of a Trustee shall be vacated if a Trustee:
- (a) resigns;
 - (b) becomes bankrupt;
 - (c) becomes disqualified pursuant to clause 15.9;
 - (d) becomes for any reason unable in the reasonable opinion of a majority of the Trustees to perform the duties of a trustee satisfactorily, including (if the Trustees by a majority determine) failing to participate in the business of the Trust over a period of at least four months without having previously obtained special leave; or
 - (e) is convicted of an indictable offence.
14. Appointment of Chairperson
- 14.1 The Trust shall have a chairperson who shall be a Trustee. The chairperson shall be appointed by the Trustees, who may specify a term of the appointment.
- 14.2 Any retiring chairperson whose appointment as a Trustee has not expired may be reappointed.
- 14.3 If a chairperson is unable for any reason to perform the chairperson's duties then the Trustees may elect an acting chairperson during the relevant period of inability.
15. Proceedings of Trustee Meetings
- 15.1 Subject to this Deed the Trustees may meet together for the dispatch of business and may adjourn or otherwise regulate their meetings as they think fit. The Trustees shall meet in person or by telecommunication or shall use other means of communication as reasonably necessary to carry out their functions. Except as provided in this Deed they shall regulate their own procedure for meetings and for making and recording decisions, which may include agreeing to adopt, and setting down rules for the conduct of meetings by, electronic technologies, including email.
- 15.2 At any meeting of the Trustees the chairperson shall preside or in the absence of the chairperson the Trustees may elect one of their members to preside.
- 15.3 At all meetings of Trustees:
- (a) no business shall be transacted unless the requisite quorum is present (in person or participating by means of a communication arrangement adopted by the Trustees) for that business;
 - (b) the quorum for the transaction of business at a meeting shall be 50% of the Trustees;

- (c) except as provided in this Deed, a resolution passed by a majority of the Trustees shall be a decision of the Trustees and binding upon all of the Trustees;
 - (d) each Trustee present at the meeting shall have one vote only. The chairperson shall not have a second or casting vote. A declaration by the chairperson that a resolution has been carried shall be conclusive evidence of the fact.
- 15.4 Where any Trustee or any Related Party has been engaged by the Trust to carry out consultancy or other services for the Trust that will result in the Trustee or the Related Party receiving a financial benefit for such services then that Trustee shall not be entitled to vote on any resolution to carry out any proposal for the Trust recommended by the Trustee or the Related Party.
- 15.5 An act or decision of the Trustees shall not be invalid by reason only of:-
- (a) a fault, default or irregularity in or in connection with the appointment of a Trustee; or
 - (b) a vacancy in the number of the Trustees including a vacancy arising because of the failure to appoint a Trustee; or
 - (c) the accidental omission to give notice to or the non-receipt of notice by any Trustee.
- 15.6 The Trustees shall keep a minute book and shall cause minutes to be kept in it of all meetings, resolutions and decisions made by them. Minutes purporting to be signed by the chairperson of the Trustees of a meeting shall be receivable as prima facie evidence of the matters contained in such minutes.
- 15.7 The minutes of all meetings of the Trust shall be a matter of public record, except to the extent that the Trustees resolve to meet in committee.
16. Convening of meetings
- 16.1 The Trustees shall hold at least one Annual General Meeting each year but otherwise shall hold such meetings in any calendar year as they shall decide.
- 16.2 The chairperson shall convene the meetings of the Trustees.
- 16.3 The chairperson shall convene a meeting of the Trustees if the chairperson receives a written request from at least two Trustees to hold a meeting. At least seven days prior notice of meetings of Trustees shall be given to all Trustees. A meeting shall be validly held if the requirement for notice is waived by all Trustees who have received less than the seven days notice.
17. Resolution in Lieu of Meeting
- 17.1 A resolution in writing, of which all trustees have notice, which has been signed or assented to by letter, telegram, cable, telex, facsimile or other written or auditable electronic manner, by
- (a) 66% of the Trustees in the case of a special resolution; and
 - (b) 51% of the Trustees in the case of an ordinary resolution;
- shall be as valid and effective as if it had been passed at a meeting of Trustees duly called and constituted. Any such resolution may consist of several

documents in like form either signed or purporting to have been despatched by any one or more of the Trustees. A copy of every such resolution must be provided to each Trustee, who has not signed or assented to it, within 5 days of it being passed.


18. Service of Notices

18.1 Notices shall be deemed served by one party upon another party:

- (a) if posted, 2 days following posting;
- (b) if delivered personally, at the date of service;
- (c) if sent by facsimile or other electronic device, on the day following the date of transmission.

EXECUTED AS A DEED THIS 24th DAY OF FEBRUARY 2010

The Common Seal of INTERNET NEW ZEALAND INCORPORATED as Settlor was hereto affixed pursuant to a resolution of the Council, in the presence of:



_____ (President)

_____ (Secretary) Vice President

Murray Milner

Signed by Murray Milner as Trustee in the presence of:

Witness

Name

Occupation

Address

John Vorster

contract

60B Piro St, Pt Chev, Aclb

Signed by Dean Pemberton as Trustee in the presence of:

Witness

Name

Occupation

Address

Richard Wood

Comms e Policy

Cl- InternetNZ, 16 Willis St, Wellington

Signed by Vikram Kumar as Trustee in the presence of:

Witness

Name

Occupation

Address

Campbell Gardiner

Comms e Policy, InternetNZ

Cl- InternetNZ, 16 Willis street, Wellington.