

DeafNET Centre of Knowledge

Trust Deed

made between

Adriaan Lodewikus Smit
(Identity number: 441004 5093 08 2)

(hereinafter referred to as "the Founder")

and

Adriaan Lodewikus Smit
(Identity number: 441004 5093 08 2);

De Stichting Vrienden van Effatha
Represented by Harmanna Corrie Marijke Schermers e/v Defourny
(Passport number: NRDHROF84);

National Institute for the Deaf
Association incorporated under Section 21 (Registration number: 1999/009816/08)
Represented by Frans Krone Krige
(Identity number: 510502 5052 08 7);

Gertruida Margaretha Kilian
(Identity number: 640608 0070 08 2);

Philemon A Okinyi Akach
(Identity number: 51017 5176 18 0);

Matshidiso Emily Matabane
(Identity number: 750524 0536 08 7);

Martha Geiger
(Identity number: 590907 0014 08 6);

Gerard Arnold Lodewijk Defourny
(Passport number: NUPDL2248);

and

Patrick James Daniel Smith
(ID number: 530602 5154 085)

(hereinafter collectively referred to as "the Trustees")

WHEREAS:

- A. The Founder desires to create a trust, as they hereby do, for the charitable purposes set out below; and
- B. The Founders have agreed to donate a sum of money to the Trust and the Trustees have furthermore agreed to accept the donation and their appointment as such subject to the terms and conditions hereinafter set out;

NOW THEREFORE the Founder and the Trustees hereby agree as follows:

1. LAW

This Trust shall be administered in accordance with the laws of the Republic of South Africa.

2. DEFINITIONS

- 2.1 Unless inconsistent with the context, the masculine shall include the feminine and the singular shall include the plural and vice versa.
- 2.2 The headings in this Trust Deed are for reference purposes only and shall not be taken into account in its interpretation.
- 2.3 Any reference to a specific statutory provision shall be deemed to include any amendments thereto and/or any substituted legislation that may be applicable from time to time.
- 2.4 The words "the Act" shall mean the Income Tax Act 58 of 1962.
- 2.5 "Commissioner" shall mean the Commissioner for the South African Revenue Service or his or her successor from time to time.
- 2.6 The words "financial year" shall mean a period of 1 (ONE) year commencing on the first day of March and ending on the last day of February of the subsequent year.
- 2.7 "Minister" shall mean the Minister of Finance or his or her successor from time to time.
- 2.8 The word "person" shall include a natural and/or a juristic person.
- 2.9 "Public Benefit Activity" shall bear the meaning ascribed to it in terms of section 30 of the Act.

- 2.10 "Public Benefit Organisation" shall bear the meaning ascribed to it in terms of section 30 of the Act.
- 2.11 "Trust" shall mean the Trust hereby constituted.
- 2.12 "Trustee" or "Trustees" shall mean the Trustee(s) of the Trust for the time being and appointed from time to time.
- 2.13 "Trust Deed" shall mean this Trust Deed incorporating any amendment made to it from time to time.
- 2.14 "Trust Fund" shall mean the initial donation referred to in clause 3 below including any additions thereto.
- 2.15 "Trust Objective" shall mean the objective as defined in clause 5 below.

3. INITIAL DONATION AND ADDITIONS TO THE TRUST FUND

- 3.1 The Founder do hereby irrevocably donate an initial amount of R100 (ONE HUNDRED RAND) to the Trust subject to the terms and conditions of this Trust Deed.
- 3.2 The Trustees shall have the power to accept any additions to the Trust Fund from any source and any addition accepted and acquired shall form part of the Trust Fund and shall also be subject to the terms and conditions of the Trust Deed.

4. NAME

The Trust shall be called "**DeafNET Centre of Knowledge**" and the Trustees shall have the power by written instrument to change the name of the Trust at any time and from time to time.

5. OBJECTIVE OF THE TRUST

The objective of the trust is to exchange and disseminate knowledge and skills in order to empower all persons with hearing loss and related communication barriers on the African continent, with specific reference to South Africa, to achieve their full potential. This objective will be achieved inter alia by facilitating and promoting education, development, training, social services, spiritual and mental well-being to such persons. The objective will furthermore be achieved through the promotion of Sign Language and other preferred means of communication of persons with hearing loss, including appropriate utilisation of assistive devices.

6. TRUSTEES

- 6.1 The first Trustees of the Trust shall be:
- 6.1.1 the said Adriaan Lodewikus Smit;
 - 6.1.2 the said De Stichting Vrienden van Effatha represented by Harmanna Corrie Marijke Schermers e/v Defourny;
 - 6.1.3 the said National Institute for the Deaf represented by Frans Krone Krige;
 - 6.1.4 the said Gertruida Margaretha Kilian;
 - 6.1.5 the said Philemon A Okinyi Akach;
 - 6.1.6 the said Matshidiso Emily Matabane
 - 6.1.7 the said Martha Geiger;
 - 6.1.8 the said Gerard Arnold Lodewijk Defourny and
 - 6.1.9 the said Patrick James Daniel Smith.
- 6.2 There shall at all times be not less than 3 (THREE) Trustees in office.
- 6.3 The Trustees shall appoint such person to fill any vacancy in the office of Trustee in order to bring the number of Trustees up to the said minimum and/or such additional Trustee(s) from time to time as they shall in their sole and absolute discretion determine.
- 6.4 At least 3 (THREE) of the Trustees shall at all times be persons who are not connected in relation to each other (as defined in Section 1 of the Act) and no single Trustee or any other person shall directly or indirectly control the decision-making powers of the Trust.
- 6.5 The office of a Trustee shall be vacated:
- 6.5.1 if he or she resigns his or her office by notice in writing to his or her co-Trustees;
 - 6.5.2 if, as a natural person, he or she becomes insolvent or is convicted of any offence involving dishonesty;

- 6.5.3 if he or she shall become of unsound mind and mentally incapable of managing his or her own affairs;
- 6.5.4 if he or she shall become disqualified in terms of the Companies Act in force from time to time, to act as a director of a company, or
- 6.5.5 if the remaining Trustees shall unanimously agree in writing that any Trustee(s) be required to resign.
- 6.6 No Trustee shall at any time be required to furnish security for the due administration of the Trust to the Master of the High Court or to any other authority in any country, whether under the Trust Property Control Act 84 of 1988 or under any other legislation in force now or in the future. The exemption from furnishing security in terms of this sub-clause shall apply even in the case of a Trustee who is resident outside of the Republic of South Africa.
- 6.7 The Trustees shall from time to time determine the remuneration (as defined in the Fourth Schedule to the Act), if any, which shall be paid to any person(s) employed by the Trust, provided that no such remuneration shall be excessive, having regard to what is generally considered reasonable within the relevant sector and in relation to the service rendered and provided further that no such remuneration shall economically benefit any person in a manner which is not consistent with the Trust Objective.
- 6.8 The Trustees shall be remunerated for reasonable travelling and accommodation expenses incurred.
- 6.9 No Trustee shall be liable to make good any loss to the Trust or to any Beneficiary or any person arising from the administration of the Trust or from the exercise of any of the powers and/or discretions granted to the Trustees in terms of this Trust Deed or in terms of any law provided that the Trustee has in the performance of his or her duties and the exercise of the said powers and/or discretions acted with the care, diligence and skill that can reasonably be expected of a person who manages the affairs of another.
- 6.10 The Trustees shall be indemnified out of the assets of the Trust against all claims and demands of whatsoever nature that may be made against them arising out of the exercise or purported exercise of any of their powers and/or discretions.

7 POWERS OF TRUSTEES

- 7.1 The Trustees shall be entitled at any time and from time to time to invest the income and/or capital of the Trust or any part or parts thereof as they shall in their sole and

absolute discretion determine provided that for as long as the Trust enjoys exemption from any taxes, any investment made by the Trustees shall be in accordance with the restrictions imposed on the Trust as a result of, or conditional to, such tax exemption.

- 7.2 The Trustees shall be entitled at any time and from time to time to realise in such manner as they shall in their sole and absolute discretion determine any investments and/or other assets held by them in trust and to re-invest all or any of the proceeds of such realisation as they shall in their sole and absolute discretion determine in terms of the powers of investment contained in this clause 7.
- 7.3 The Trustees shall be entitled to raise or borrow such sums of money upon such terms and conditions as they shall determine and to secure payment of any such sums or the payment of any debt, obligation or liability of the Trust in such manner as they shall determine by pledging, mortgaging or otherwise encumbering all or any assets of the Trust.
- 7.4 Any Trustee shall be entitled to contract with the Trust and no such contract shall be invalidated by reason of any indirect or direct interest that a Trustee may have in such contract provided that he or she shall have disclosed such interest to the remaining Trustees before entering into such contract and that this shall have been approved by the remaining Trustees.
- 7.5 The Trustees shall have the power and authority to create any further trust or trusts.
- 7.6 The Trustees shall have all such ancillary and/or additional powers as shall be necessary or requisite to enable them from time to time to deal with all matters relevant to the Trust in such manner as they shall in their sole and absolute discretion determine to be in the interest of the Trust.

8 MEETINGS OF TRUSTEES

- 8.1 The Trustees shall convene and regulate their meetings and the manner of conducting their business as they think fit. A minimum of 1 (ONE) meeting per annum is required.
- 8.2 A Trustee may at any time summon a meeting of Trustees on 7 (SEVEN) days' written notice to the remaining Trustees or on such shorter notice as may be unanimously agreed by all of the Trustees from time to time.
- 8.3 A quorum for a meeting of the Trustees shall be constituted by a majority of the Trustees in office at the time and the Trustees shall maintain proper minutes of all of their meetings.

- 8.4 In the event of a disagreement between the Trustees at any meeting, the decision of the majority of those attending shall prevail and shall be of the same force and effect as if it were a unanimous decision of the Trustees.
- 8.5 Notwithstanding anything to the contrary contained in this Trust Deed, a resolution in writing signed by all of the Trustees shall be as valid and effective as if it had been passed at a meeting of the Trustees duly called and constituted and may be signed in any number of parts, in which case it shall be deemed to have been passed on the date of last signature.
- 8.6 In matters of urgency, decisions arrived at over the telephone or by any other means, electronic or otherwise, shall be valid and effective notwithstanding that a meeting of Trustees has not been held provided however that such decisions shall be confirmed thereafter in writing by a resolution signed by all of the Trustees (again, in any number of parts in which case it shall be deemed to have been passed on the date of last signature).

9 ADMINISTRATION

- 9.1 Proper records and accounts shall be kept by the Trustees in connection with the management of the Trust and the Trustees shall arrange for annual financial statements to be prepared in respect of each financial year as soon as possible after the end thereof.
- 9.2 The Trustees shall open a bank account in the name of the Trust through which all of the financial transactions of the Trust shall be conducted.
- 9.3 The Trustees shall be entitled:
- 9.3.1 to determine from time to time the manner in which all contracts, deeds and other documents shall be signed on behalf of the Trust;
 - 9.3.2 to employ such accountants, agents and attorneys (including any of their number or any firm in which they or any one of them may be interested) for the purposes of the Trust, and to pay a reasonable fee for such services; and
 - 9.3.3 to do all such things generally as may be necessary for, incidental to or for the benefit of the Trust.
- 9.4 The Trustees may appoint auditors to the Trust and if so, shall cause the annual financial statements of the Trust to be audited by them.

- 9.5 All investments acquired by the Trustees may be registered in the name of the Trust or in the name of any nominee company that may be chosen for this purpose by the Trustees from time to time.

10 REQUIREMENTS IN TERMS OF SECTION 30 OF THE ACT

Notwithstanding any provision to the contrary contained in this Trust Deed:

- 10.1 the Trustees shall not distribute any of the income and/or capital of the Trust to any person other than in or towards the fulfilment of the Trust Objective;
- 10.2 the Trustees shall not accept any donation which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof in terms of Section 18A of the Act provided, however, that a donor (other than a donor which is an approved Public Benefit Organisation or an institution, board or body which is exempt from tax in terms of section 10(1)(cA)(i) of the Act and which has as its sole or principal object the carrying on of any approved Public Benefit Activity) may not impose conditions which could enable such donor or any connected person (as defined in Section 1 of the Act) in relation to such donor to derive some direct or indirect benefit from the application of such donation;
- 10.3 the Trustees shall not use any of the income and/or capital of the Trust directly or indirectly to support, advance or oppose any political party; and
- 10.4 the Trustees shall comply with all such reporting requirements as are determined by the Commissioner.

11 DISTRIBUTION OF INCOME AND/OR CAPITAL

- 11.1 The Trustees shall be entitled at any time and from time to time to distribute the whole or any part or parts of the income and/or the capital of the Trust (after the payment of any costs and expenses payable out of the said income and/or capital) for or towards the fulfilment of the Trust Objective in such manner as the Trustees shall in their sole and absolute discretion determine.
- 11.2 Any income of the Trust which is not distributed in terms of sub-clause 11.1 above or which is not utilised towards the payment of costs and expenses, shall for all purposes under this Trust Deed become part of the capital of the Trust and shall be dealt with accordingly.

12 AMENDMENT OF THE TRUST DEED

- 12.1 The Trust Deed may be amended from time to time in such manner as shall be unanimously agreed upon in writing by the Trustees.
- 12.2 If at the time of any such amendment the Trust enjoys approval as a Public Benefit Organisation, a copy of any such amendment shall be submitted to the Commissioner.

13 TERMINATION

- 13.1 The Trust shall be terminated on such date as shall be unanimously agreed upon in writing by the Trustees.
- 13.2 On the termination of the Trust, any income and/or capital remaining in the Trust shall as soon as is reasonably possible be distributed to such Public Benefit Organisation as the Trustees shall in their sole discretion determine, provided that such Public Benefit Organisation shall have objectives similar to the Trust Objective, shall be registered as a Non Profit Organisation and shall be approved in terms of Section 30 of the Act.

SIGNED at *Worcester, South Africa* on the *third* day of *November* 2011

Adriaan Lodewikus Smit
Founder and Trustee

Harmanna Corrie Marijke Schermers e/v Defourny
Representative De Stichting Vrienden van Effatha
Trustee

Frans Krone Krige
Representative National Institute for the Deaf
Trustee

Gertruida Margaretha Kilian
Trustee

Philemon A Okinyi Akach
Trustee

Matshidiso Emily Matabane
Trustee

Martha Geiger
Trustee

Gerard Arnold Lodewijk Defourny
Trustee

Patrick James Daniel Smith
Trustee