

CERTIFICATE
Paid us \$50 Stamp Duty and Fees
Receipt No. 90208861 Dated 12/2/18

REGISTERED AT Harare ZIMBABWE
The 13 day of February
2018 No. 01000235/2018
Date
REGISTRAR OF DEEDS

Protocol No.

NOTARIAL DEED OF TRUST

KNOW ALL MEN TO WHOM IT MAY CONCERN

That on 01 February 2018 and at Masvingo before me:

MARTIN MURERI

Notary Public, by lawful authority sworn, admitted and practising in Masvingo, Zimbabwe and in the presence of the undersigning witnesses personally came and appeared before me:

Oliver Daniel Müller

Passport Number X0814628

(Born 18 September 1973)

And

Michael Zuberbühler

Passport Number X3594150

(Born 12 May 1984)

(Hereinafter called the "Founders")

and also personally came and appeared:

Pedzisai/...

OM MZ PT SMM NIM JP ED TS LS AC

Pedzisai Jovoringo

National Identity Number 54-005240X54

(Born 12 January-1948)

And

Samuel Makumure Mabhena

National Identity Number 54-003319J54

(Born 02 February 1946)

And

Marian Musvita

National Identity Number 12-062391T12

(Born 16 May 1973)

And

Jemitius Pedzisai

National Identity Number 22-137790P12

(Born 29 April 1973)

And

Enerth Dube

National Identity Number 54-037269L54

(Born 25 September 1970)

And

Tendai Sithole

National Identity Number 54-066482P54

(Born 24 November 1979)

And

Lilly/...

OM MZ PJ SMM MM JP ED TS LS AC

Lilly Shoko

National Identity Number 03-038120D03

(Born 12 November 1969)

And

Adnos Chikomo

National Identity Number 83-121768X83

(Born 13 April 1981)

(Hereinafter called "the Trustees")

All of whom have agreed to accept responsibility to administer the Trust herein created.

WHEREAS:

The Founders are desirous of creating a Trust for the purpose of carrying out the objectives hereinafter described:

AND WHEREAS:

The Trustees hereinafter mentioned and at the request of the Founders have agreed to accept appointment as Trustees subject to the said conditions set out hereunder:

NOW THEREFORE THIS DEED ESTABLISHES THE TRUST ON THE FOLLOWING TERMS AND CONDITIONS:

1. NAME OF TRUST

The Trust created of this deed shall be known as Friends For Matibi Trust (Hereinafter referred to as the FFM Trust).

2. OBJECTIVES OF THE TRUST

FFM Trust shall have the following as its objectives:

- 2.1. To assist Matibi community in Zimbabwe with resources for livelihood development and projects aimed at eradicating poverty and suffering among the community's disadvantaged groups.
- 2.2. To mobilise resources aimed at constantly improving health delivery and maintaining competitive healthcare standards in and around Matibi community.
- 2.3. To organise financial, material and technical support for the enhancement of educational endeavours in and around Matibi community.
- 2.4. To take any relevant actions that facilitate the attainment of the above objectives.

3. Definitions/...

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3. DEFINITIONS

In this Deed and unless otherwise required by the context:

- 3.1 The term '**beneficiaries**' shall mean:
 - 3.1.1 The economically deprived residents of Matibi who struggle with little or no success to earn a living.
 - 3.1.2 The marginalised members of the Matibi neighbourhood whose lives are vulnerable to diseases due to deficient resources for health delivery, including those who live with chronic illnesses and disabilities.
 - 3.1.3 Children and youths residing in and around Matibi whose future is threatened by unreliable delivery of educational services.
- 3.2 The term '**trustees**' shall mean those appointed as such under this Deed of Trust in the first instance and thereafter any of their successors duly appointed in terms thereof.
- 3.3 The term '**trust**' shall be used to refer to the FFM Trust as an organisation as well as to its assets and workers.
- 3.4 The term '**trust fund**' shall be used to refer to sums of money and assets administered by FFM Trust.

4. LEGAL STATUS

- 4.1 FFM Trust shall be a body corporate and shall be capable of suing and being sued in its corporate name.
- 4.2 The Trust shall have perpetual succession and shall continue as an entity notwithstanding any changes in the membership of the Trust, and shall hold property distinct from its Members.
- 4.3 No member of the Trust shall have any rights in or to the Trust property by reason of his/her membership.

5. TRUST FUND

- 5.1 FFM Trust shall operate a Trust Fund account into which donations from established donors and other well-wishers will be deposited including accretions and accreditations thereto as hereinafter provided.
- 5.2 The Trust Funds are to be held in Trust, and utilised in the furtherance of the objectives of the Trust and to further the conditions hereinafter set forth.
- 5.3 The bank account to be used for the Trust Fund shall be opened at Banc ABC bank, Masvingo Branch.

6. Description/...

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6. DESCRIPTION OF ASSETS AND DONATIONS

- 6.1 The initial Trust fund of \$300.00 will be donated by Friends For Matibi Switzerland, after the complete signing of the Notarial Deed of Trust and after the Trust has been legally accepted and therefore officially founded according to applicable law or statute of Zimbabwe.
- 6.2 The Founders hereby forever release the trustees and each beneficiary from and hereby indemnifies each of them against any claim in respect of this donation in terms of any law or statute applicable in Zimbabwe.

7. BENEFICIARIES

In line with the aforesaid definition of the term 'beneficiaries', the beneficiaries of this Trust shall be:

- 7.1 Organised members of Mwenezi District's Ward 3 (Also known as Matibi Ward) who are actively involved in community-wide livelihood projects but are facing noticeable resource constraints.
- 7.2 Organised members of Matibi administrative ward who face limitations associated with health delivery.
- 7.3 Organised members of Matibi administrative ward who face limitations associated with educational delivery.

8. APPOINTMENT OF TRUSTEES

- 8.1 The Founders hereby appoint the following persons as the First Trustees of the FFM Trust, primarily by virtue of the respective offices they presently represent and subsequently by virtue of them volunteering to be appointed as such:
- 8.1.1 Pedzisai Jovoringo, Personal Aide for Chief Mawarire, who is the traditional superior of Matibi chieftaincy
- 8.1.2 Samuel Makumure Mabhena, Councillor for Matibi, which is Mwenezi District's Ward 3
- 8.1.3 Marian Musvita, Representative of community garden groups in Matibi
- 8.1.4 Jemitius Pedzisai, Agricultural Extension Worker for Matibi community
- 8.1.5 Enerth Dube, Community Development Officer for Ward 3
- 8.1.6 Tendai Sithole, Child Protection Worker for Ward 3
- 8.1.7 Lilly Shoko, Village Health Worker for Ward 3
- 8.1.8 Adnos Chikomo, Ex-Officio Member charged with the Secretarial role in the Board

8.2. There shall/...

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- 8.2. There shall be at least 6 and at most 9 Board members excluding any ex-officio member(s). In this board shall rest the movable and immovable property of the Trust. This Board of Trustees shall manage, administer and control the Trust.

9. **TENURE OF OFFICE**

- 9.1 The following regulations shall guide the appointment of trustees to various positions in the Trust:
- 9.1 The positions of Chairperson, Vice Chairperson and Treasurer shall be decided through a simple majority of votes.
- 9.2 The position of Secretary shall be reserved for the Projects Coordinator who is an ex-officio member of the Board of Trustees.
- 9.3 A position holder shall serve in his or her respective position for a single 3-year term after which fresh elections are held.
- 9.4 All trustees except ex-officio members shall be eligible to vote and to contest for the above-named electable positions.
- 9.2 The position of a trustee shall become vacant if:
- 9.2.1. A position is dissolved for fresh elections (this applies to electable positions only)
- 9.2.2. He or she resigns from that position
- 9.2.3. He or she no longer serves in the role that qualified him or her to be appointed
- 9.2.4. He or she is convicted of any criminal offence involving dishonesty
- 9.2.5. He or she becomes mentally challenged or becomes of unsound mind
- 9.2.6. He or she fails to attend 3 consecutive meetings of the FFM Trust
- 9.2.7. He or she acts in a manner that is against the interest of the Trust as defined by its Founders

10. **CONDITIONS OF APPOINTMENT OF TRUSTEES**

The Trustees are hereby appointed subject to the following terms and conditions:

- a) No remuneration, compensation or rewards shall be paid to trustees because their services are regarded as charitable services to the Matibi community, which they represent as beneficiaries.
- b) No expenses shall be payable to the Trustees for meetings. If any such payment, for example travel expenses, takes place it shall not be taken as a precedent to represent the norm.

c) The Trustees/...

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- c) The Trustees shall register this Deed of Trust and any amendments or supplements thereto with Zimbabwe's Registrar of Deeds.
- d) A trustee may resign at any time upon giving three months' notice to the Founders through the minutes of the Board of Trustees.

11. BOARD OF TRUSTEES

- 11.1 The decisions of the Trust shall be made by the Board of Trustees in consultation with the Founders through the office of the Projects Coordinator who shall also be the Secretary of the FFM Trust.
- 11.2 With a minimum of 6 and a maximum of 9 members plus any ex-officio member(s) the Board of Trustees shall be composed as follows:
 - 11.2.1 Chairperson, who shall be responsible to call for meetings through the Projects Coordinator/Secretary. The chairperson shall preside over such meetings.
 - 11.2.2 Vice Chairperson, who in the absence of the Chairperson performs the duties of the Chairperson stipulated above.
 - 11.2.3 Secretary, who shall be responsible for handling the Trust's documents, calling meetings as and when instructed by the Chairperson as well as taking minutes during meetings.
 - 11.2.4 Treasurer, who shall be one of the signatories to the FFM Trust Account together with the Chairperson and the Projects Coordinator, and shall give periodic reports on the account. With the aid of e-banking, representative(s) of FFM Switzerland shall be among the mandatory signatories.
- 11.3 When voting is used to decide during board meetings, each member shall be counted as one vote and a simple majority passes a decision which then goes to the founders for finalisation where need be.
- 11.4 Any other staff that may arise in the life of the Trust shall be ex-officio member(s) in the Board of Trustees.
- 11.5 The minimum quorum for board meetings shall be two thirds ($\frac{2}{3}$) of membership to the nearest whole number, not counting the ex-officio member(s).

12. POWERS OF THE TRUSTEES

- 12.1 The Board of Trustees shall have general control of the Trust Assets and shall strive to attain the objects for which the Trust is established.
- 12.2 The Board shall have the power to enter into all such contracts as shall serve to further the purpose and objectives of FFM Trust.

12.3 The Trustees/...

OM MZ PJ SMM MM JP ED TS LS AC

- 12.3 The Trustees shall meet to consider and administer the affairs of the Trust at such times as they may determine from time to time but not less than four (4) times in each calendar year.
- 12.4 This Deed of Trust shall serve as the Constitution regularising the procedures and the manner in which the FFM Trust will function.
- 12.5 The trustees will also have authority to cause a proper set of books of accounts to be kept relevant to the affairs of the Trust.
- 12.6 The trustees shall have the power to recover, collect and if necessary to sue for all moneys belonging to the Trust at any time whether invested by them or otherwise.
- 12.7 The trustees shall also have power to assign contractors to specific FFM jobs and to pay them out of the Trust Account as and when directed by the Founders.
- 12.8 With the concurrence of the Founders, the Board of Trustees has the authority to delegate all or any of its powers to any committee consisting of any member(s) as it sees fit. Any committee so formed shall, in the exercise of powers so delegated, conform to any regulations that may be imposed upon it by the Board.
- 12.9 The Board of Trustees has the power to enter into legal and binding agreements through its members.
- 12.10 The trustees have the authority to institute and defend proceedings at law and to proceed to the final end and determination thereof.
- 12.11 The Board of Trustees may do all such things as may be requisite, necessary or incidental to the due administration and control of the Trust, including but not limited to signing, executing and delivering deeds, documents and papers.

13. MEMBERSHIP

- 13.1 Members of the Trust are the current appointed Trustees and any other person elected or appointed in terms of this Deed and any other Member in addition thereto elected or appointed in terms of an amendment of this Deed as provided for herein.
- 13.2 Membership shall be granted only at the discretion and approval of the Founders.
- 13.4 A member may retire at any time upon giving 3 months' written notice as stated herein before but shall not be entitled to any reward or package.

14. MEETINGS

- 14.1 All the meetings of the FFM Trust shall be executive in nature, meaning that the agenda is decided with particular reference to the work at hand. As such, the Trust shall not have any meeting specifically designated as a General Meeting to discuss general issues.
- 14.2 Meetings shall be called by the Chairperson in consultation with the Projects Coordinator being Secretary.

14.3 Length/...

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- 14.3 Length of notice of a meeting shall vary according to the urgency of the matters at hand.
- 14.4 Notice of a meeting shall be made by the Secretary in any form be it in writing or otherwise as long as the Secretary can prove confirmation of delivery to each member.
- 14.5 Any Trustee summoned to attend a meeting shall give at least two (2) days' notice of their absence where sufficient time allowance shall have been available to do so.
- 14.6 The business to be transacted first at any meeting shall basically be the business specified in the notice calling the meeting, before going into any other business.
- 14.7 The Secretary shall keep proper minutes of all meetings of the Board and of meetings of its committees and of attendances at all meetings and of all business transacted thereat and shall forward such minutes to all trustees and to the founders.
- 14.8 If both the Chairperson and the Vice Chairperson are not present at a meeting within fifteen (15) minutes after the time appointed for the starting of the meeting, yet the Trustees present already form a quorum as defined in 11.5 above, those present may elect an interim Chairperson who shall chair the meeting to the end.
- 14.9 If a quorum is not present within half an hour from the time appointed for the holding of any meeting, the Board shall at once give notice of the fact that a quorum was not present to all Trustees and shall at the same time postpone the meeting to the earliest convenient time. Thereafter, the Trustees attending such meeting shall form a quorum irrespective of their number.

15. RESOURCES OF THE TRUST

- 15.1 The Trust Fund referred to herein before and all other money and property of whatsoever kind shall be held by the Trustees in trust for the furtherance of the objectives of the Trust.
- 15.2 No distribution of profits may be made to Members of the Trust.
- 15.3 The Trust shall not lay claim to the goods or services that it would have officially handed over to specified recipients.

16. COSTS

- 16.1 All costs incurred by the Trustees as well as other charges, expenses and/or disbursements incurred by them in or arising out of their administration of the Trust shall NOT be charged on the Trust Fund and the income thereof.
- 16.2 As stated herein before, the money for any such costs as described in the preceding clause shall be requested from the Founders through written invoices endorsed by the Board and the Projects Coordinator.
- 16.3 The decision to accept costs as stated above lies solely with the Founders.

17. INDEMNITY OF TRUSTEES

17.1 The Trustees/...

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17.1 The Trustees shall not be personally liable for any loss which may be suffered or sustained by the Trust, nor shall they be responsible for the actions of any Agents or Attorneys appointed by them.

17.2 The Founders do not enter into any financial or legal obligations or other commitments on the FFM Trust.

18. AMENDMENTS OF THE DEED

18.1 Any proposal to amend this Deed must be submitted in writing to the Board of Trustees at least one (1) month before the meeting at which the issue will be tabled.

18.2 An amendment that is voted for by at least two thirds ($\frac{2}{3}$) of voters should be notified to the Founders who will then pass a decision.

19. TERMINATION OF TRUST

19.1 The decision to terminate the Trust shall be processed in the same manner as for the amendments of the deed.

19.2 In the event that the affairs of the Trust shall be wound up, any surplus funds shall be distributed to a charitable purpose as is decided by the Trustees and endorsed by the Founders.

20. ACCEPTANCE CLAUSE

AND THE APPEARERS RESPECTFULLY DECLARED THAT:

20.1 The Trustees hereby accept their appointment as trustees on the terms and conditions set out in this Deed.

20.2 The beneficiaries hereby accept the benefits conferred on them subject to the terms and conditions set out in this Deed.

20.3 The Founders shall be irrevocably bound by the terms and conditions set out in this Deed.

21. ATTESTATION CLAUSE

THUS DONE AND EXECUTED by the Founders and the Trustees on the date aforementioned at MASVINGO before the Notary Public and in the presence of the undersigned witnesses:

Oliver Daniel Müller (Founder) *Müller*

AS WITNESSES

1. *Rubi*
2. *AA mo*

Michael/...

OM MZ PJ SMM MM JP ED TS LS AC

Michael Zuberbühler (Founder) MPubi

AS WITNESSES

1. Mulleo
2. AM

Pedzisi Jovoringo (Trustee) PJO

AS WITNESSES

1. Bithole
2. Mmusvita

Samuel Makumure Mabhena (Trustee) SMM

AS WITNESSES

1. J. Reddy
2. L Shoko

Marian Musvita (Trustee) Mmusvita

AS WITNESSES

1. J. Reddy
2. L Shoko

Jemitius/...

OM MZ PJ SMM MM JP EO TS LS AC

Jemitius Pedzisai (Trustee)

J. Pedzisai

AS WITNESSES

1. gumbe
2. Mmusvita

Enerth Dube (Trustee)

EDube

AS WITNESSES

1. Fithole
2. LShoko

Tendai Sithole (Trustee)

Fithole

AS WITNESSES

1. LShoko
2. Mmusvita

Lilly Shoko (Trustee)

LShoko

AS WITNESSES

1. Mmusvita
2. J. Pedzisai

Adnos/...

Adnos Chikomo (Trustee) *[Signature]*

AS WITNESSES

1. *Mulla*
2. *Rubi*

[Signature]
NOTARY PUBLIC

OM MZ PJ SMM MM JP FO TS LS AC