

NOTARIAL CERTIFICATE

NOTARIAL CERTIFICATION

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I PETER M TRIAY of First Floor Suites, 39, Irish Town, Gibraltar, Notary Public, duly authorised, admitted and sworn and practising within Gibraltar, DO HEREBY CERTIFY:

- 1. That the document hereunto annexed is a true copy taken by me the Notary of the original Rules of the CLEAN SEVEN SEAS FOUNDATION, last amended on 13 November 2023.**

AND I HEREBY FURTHER CERTIFY that to the above-mentioned document full faith and credit is due and ought to be given in Judicature and thereout.

IN FAITH AND TESTIMONY whereof I the said Notary have hereunto subscribed my name and affixed my seal of office at First Floor Suites, 39, Irish Town, Gibraltar, this 19th day of December, 2024.



**PETER M. TRIAY,
NOTARY PUBLIC
Email:pt@attlev.gi**



PRIVATE FOUNDATIONS ACT 2017
RULES
OF THE
CLEAN SEVEN SEAS FOUNDATION
(“the Foundation”)

Last amended on 13 November 2023

1. Defined terms and references

1.1. In these rules, unless the context requires otherwise:

Act means the Private Foundations Act 2017.

Assets means the legal or beneficial rights to property including income and capital and any other potentially valuable rights or assets of the Foundation.

Beneficiary means any beneficiary designated by the Council.

Charter means the charter of the Foundation in its present form or as amended from time to time.

Class VII Licence means a licence as defined in the Act.

Corporate Councillor means a Gibraltar resident body holding a Class VII licence and as more particularly described in the Act.

Constitution means the Constitutional Documents as defined in the Act, being the Charter and the Rules.

Council means the council of the Foundation established in accordance with the Act and the Constitution.

Councillor means a member of the Council.

Default Recipient means the person specified in writing from time to time in accordance with Rule 16.

Disenfranchised Beneficiary means a disenfranchised beneficiary as defined in the Act.

Founder means Serum Limited.

Guardian means a person or persons appointed in accordance with the Constitution or the Act.

Powers means the powers of the Councillor(s) or Council as provided for in the Constitution.

Purpose means the purpose or objects of the Foundation as more particularly described in the Charter.

Reserved Powers means the powers (if any) that are reserved for the Founder in the Charter.

Registered Office means the registered office of the Foundation.

Registrar shall have the meaning prescribed in the Act.

Rules means the rules of the Foundation in its present form or as amended from time to time.

1.2. Unless the context otherwise requires, other words or expressions contained in these rules bear the same meaning as in the Act as in force on the date when these articles become binding on the Company.

1.3. When any provision of the Act is referred to, the reference is that provision as modified by any statute for the time being in force.

1.4. Any terms not defined herein shall be as defined in the Private Foundations Act 2017 (“the Act”).

2. Council

The Council shall manage the Foundation and its Assets and exercise its functions in accordance with the Constitution and the Act.

3. Powers of the Founder

The Founder shall have no Reserved Powers.

4. Foundation Councillors

Functions and duties of the Councillors

- 4.1. The Council delegates administrative tasks including taking minutes, dealing with any corporate filings and meeting any legal or statutory obligations to the Corporate Councillor.
- 4.2. The Corporate Councillor has the same rights as every other Councillor. If the Corporate Councillor is the only Councillor then they shall exercise all other Powers of the Council acting alone.
- 4.3. It is the duty of all the Councillors:
 - 4.3.1. to act honestly and in good faith with a view to the interests and purposes of the Foundation and to exercise their Powers accordingly;
 - 4.3.2. to exercise, in the performance of those functions, such care, diligence and skill as is reasonable in the circumstances having regard in particular to any special knowledge or experience that they have or hold themselves out as having and, if they act as a Councillor of the Foundation in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession; and
 - 4.3.3. subject to Rule 4.12:
 - 4.3.3.1. not to derive, directly or indirectly, any profit from their appointment and not cause or permit any other person to so derive any such profit;
 - 4.3.3.2. not on their own account to enter into any transaction with the Foundation, or relating to the Assets of the Foundation, which may result in any such profit.

Number of Councillors

- 4.4. There must be at least one Councillor at all times and if there is only one Councillor it must be a Corporate Councillor.

Appointment of a Councillor

- 4.5. The first Council member is the Corporate Councillor specified in Schedule 1 and has been appointed prior to the registration of the Foundation, by the Founder.
- 4.6. Subject to Rule 4.13, the Council is responsible for the appointment of any additional or new Councillors.
- 4.7. Every Councillor shall be appointed for a term of twelve months which term may be extended thereafter on an annually renewing basis upon review by the Council.
- 4.8. Subject to the requirements in respect of a Corporate Counsellor, a Councillor may be resident or domiciled outside of Gibraltar.

- 4.9. A Corporate Councillor shall be subject to a requirement to seek a new term of office if:
- 4.9.1. it is subject to a change of control; or
 - 4.9.2. there is a substantial change in the usual personnel that undertake activities for it on behalf of the Foundation.
- 4.10. If there is change of control of a Corporate Councillor then they shall be treated as seeking a renewal of contract from the date of the change of control. A Corporate Councillor must notify the Council of a proposed change of control at least 21 days prior to the proposed change of control.
- 4.11. In selecting individuals or corporate persons for appointment as Councillors, regard must be had to the skills, knowledge and experience needed for the effective administration of the Foundation.
- 4.12. Councillors shall receive reasonable fees for carrying out their functions and reimbursement of reasonably incurred expenses in doing so.
- 4.13. Exceptionally, if for any reason:
- 4.13.1. the number of Councillors falls below the minimum required; or
 - 4.13.2. the Council is otherwise not legally functional or able to take decisions (for example due to a deadlock in decision making as described in Rule 4.19)

in those cases only, the Guardian may appoint such new Councillor as is required to ensure that the Council is functional or able to function.

Retirement and removal of a Councillor

- 4.14. Subject to the notice periods in the Act and Rule 6.11, the Council may terminate the office of any Councillor at any time without cause.
- 4.15. A Councillor ceases to hold office if they:
- 4.15.1. do not secure a renewal of their term of office;
 - 4.15.2. retire by notifying the Foundation in writing and lodging with the Registrar a declaration that they have given such notice;
 - 4.15.3. are absent without the permission of the other Councillors from all Council meetings held within a period of three months or for three consecutive meetings;
 - 4.15.4. die (in respect of an individual) or is wound up or dissolved (in respect of a Corporate Councillor);
 - 4.15.5. in respect of an individual Councillor, have become physically or mentally incapable of acting as a Councillor and may remain so for more than three months based on the written opinion of a registered medical practitioner treating that person;
 - 4.15.6. in respect of a Corporate Councillor, are disqualified from acting as a Councillor including by way of loss of licence;

- 4.15.7. are declared bankrupt or insolvent;
- 4.15.8. subject to Rule 6.11, are removed by a majority of the Councillors; or
- 4.15.9. are no longer able to carry out their function, other than temporarily, for any other legal reason.
- 4.16. Any person retiring as a Councillor is eligible for reappointment.
- 4.17. The Corporate Councillor may only retire on the appointment of an alternative Corporate Councillor.

Taking of decisions by Councillors

- 4.18. Any decision may be taken by Councillors:
 - 4.18.1. acting with a majority at a meeting of the Councillors other than:
 - 4.18.1.1. any decision to remove a Councillor, which will be subject to Rule 6.11;
 - 4.18.1.2. any decisions related to matters specified in Rule 6.10 which shall require the written resolution process below; or
 - 4.18.2. unanimously by resolution in writing or electronic form agreed by all Councillors, which may comprise either a single document or several documents containing the text of the resolution in like form and all Councillors have signified their agreement. Such a resolution shall be effective on the earlier of notice of non-objection by the Guardian or within 14 days of the circulation date provided that:
 - 4.18.2.1. a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the Councillors and the Guardian;
 - 4.18.2.2. the Councillors have signified agreement to the proposed resolution in a document or documents and delivered to the Foundation at its registered office; and
 - 4.18.2.3. to the extent applicable, the Guardian has not prior to the period specified in Rule 4.18.2 exercised any right of rejection as more particularly described in Rule 6.10.

Deadlock

- 4.19. In the event that the Councillors can not reach the requisite level of agreement required on any Council matter proposed at a meeting or by resolution and the matter is proposed again at the next Council meeting or the next subsequent proposed resolution then the Council shall be deemed to be deadlocked and an additional Councillor shall be appointed in accordance with Rule 4.13.2.

Suspension of material decisions

- 4.20. The Council shall suspend all substantive or material decisions in respect of proposed new activities of the Foundation or any new distributions of benefit during any period where there is no acting Guardian until the appointment of the successor to the Guardian in accordance with Rule 6.5.

Meetings and proceedings of the Council

- 4.21. Any Councillor may call a meeting of the Council. Subject to that, the Councillors shall decide how their meetings are to be called and what notice is required subject to a requirement to meet at least 4 times per year (unless the Councillors resolve otherwise).
- 4.22. All minutes of meetings and records of proceedings and resolutions of the Council shall be circulated to the Guardian within 7 days of the meeting or resolution.

Procedure at meetings

- 4.23. The Council may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the Councillors present may appoint one of their number to chair that meeting.
- 4.24. No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum for a Council is:
 - 4.24.1. the Corporate Councillor, if there is only one acting Counsellor on the Council; or
 - 4.24.2. at least two Councillors, if there are two or more acting Councillors on the Council.
- 4.25. Councillors must declare the nature and extent of any interest they may have directly or indirectly in a transaction or arrangement entered into or proposed to be entered into by the Foundation (or an entity controlled by the Foundation) to the extent that it may materially conflict with the interests of the Foundation. Any such interest shall not preclude a Councillor from taking part in a Council decision subject to the condition that the Guardian has been notified in writing in advance and does not object to the Councillor doing so and notifies the same in writing in advance.

Participation in meetings by electronic means

- 4.26. A meeting may be held by suitable electronic means agreed by the Council in which each participant may communicate with all the other participants.
- 4.27. Any Councillor participating at a meeting by suitable electronic means agreed by the Council in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
- 4.28. Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

5. Execution of documents

- 5.1. The Foundation shall execute documents in accordance with the Act and any other legal requirements. Any deed must be executed by all Councillors.

6. Guardian

Appointment of a Guardian

- 6.1. The first Guardian is appointed by the Founder and is the person specified in Schedule 2.
- 6.2. Subject to Rule 6.7, thereafter the Guardian shall appoint any successor Guardian.
- 6.3. More than one person may be appointed as Guardian and if so, they shall exercise that function always acting jointly (unanimously).
- 6.4. The Guardian shall specify a successor and they must provide the Council with a written list (signed and witnessed) of their chosen successor guardian or joint guardians and any alternatives in order of preference in case the successor is not willing or able to be appointed as a guardian. Upon appointment a successor Guardian must provide a list of successors.
- 6.5. All appointments of successor Guardians specified under Rule 6.4, shall be made by the Council expediently and in accordance with the requirements of the Act and the Constitution and be done by deed on such terms and subject to such conditions as the Council may agree with the Guardians. Notice thereof containing the acceptance of the appointment shall be forthwith delivered to the Council and shall be effective when the document or a certified copy thereof is received by the Council. The Council shall reference and minute the succession list by way of Council meeting.
- 6.6. In the event that a successor person(s) to the Guardian is willing to take up their position without conditions or terms then, notwithstanding anything in Rule 6.5, they shall be accepted and registered as a Guardian upon receipt by the Council of their notice of consent.
- 6.7. In circumstances where:
 - 6.7.1. a Guardian no longer wishes to or can no longer legally fulfil their role; and
 - 6.7.2. a successor can not be determined and appointed in accordance with Rule 6.4 within 12 months;

then the Council may appoint a Guardian.

Duties of a Guardian

- 6.8. In exercising their powers and discharging their duties towards the attainment of the Purpose under the Constitution and the Act, a Guardian shall:
 - 6.8.1. act honestly and in good faith and exercise with a view to the interests of the Beneficiaries and the Purpose;
 - 6.8.2. exercise any special knowledge or experience that he or she has or holds himself or herself out as having; and,
 - 6.8.3. exercise such care, diligence and skill as is reasonable in the circumstances having regard in particular if he or she acts as a Guardian of the Foundation in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession;

- 6.8.4. subject to Rule 6.9, not derive, directly or indirectly, any profit from their appointment save, where applicable, in their capacity as Beneficiary of the Foundation and not cause or permit any other person to so derive any such profit save, where applicable, in their capacity as Beneficiary of the Foundation; or
- 6.8.5. not on their own account enter into any transaction with the Foundation, or relating to the Assets of the Foundation, which may result in any such profit save, where applicable, in their capacity as Beneficiary of the Foundation.
- 6.9. Guardians may receive reasonable fees for carrying out their functions and reimbursement of reasonably incurred expenses in doing so.

Powers of the Guardian

- 6.10. The Guardian has the right to reject any proposal in the form of a written resolution to:
 - 6.10.1. amend the Constitution including the Purpose;
 - 6.10.2. appoint a new Councillor or renew the term for an existing Councillor;
 - 6.10.3. borrow money, provide the Assets as a guarantee or pledge them as collateral or enter into a material transaction that constitutes greater than 5% of the value of the Assets at the relevant time;
 - 6.10.4. designate or remove a Beneficiary or apply conditions to any benefit or determine the amount of any benefit;
 - 6.10.5. dissolve the Foundation voluntarily; or
 - 6.10.6. choose or amend the Default Recipient.
- 6.11. The Guardian has the right to reject any proposal to remove a Councillor.
- 6.12. The Guardian shall be notified of and have the right to attend a meeting of the Council as an observer only if they so elect but they shall have no right to vote.
- 6.13. The Guardian may bring an action against the Council at any time in respect of the exercise or carrying out, or failure to exercise or carry out, their powers and duties.
- 6.14. The Guardian shall have the power to:
 - 6.14.1. request any information and documents from the Council in respect of the affairs and activities of the Foundation; and
 - 6.14.2. summon a meeting of the Council by giving notice to every Councillor at least 10 days prior to the date of the meeting and shall include the date, time, and place of the meeting and the matters to be discussed. Any irregularity in the notice of a meeting is waived where all the Councillors entitled to receive notice of the meeting attend the meeting without protest as to the irregularity or where all the Councillors entitled to receive notice of the meeting agree to the waiver.

Removal of Guardian

- 6.15. A Guardian ceases to hold office if they:
- 6.15.1. retire by notifying the Foundation in writing, but they may only retire upon the appointment of a successor guardian;
 - 6.15.2. cease to exist;
 - 6.15.3. are declared bankrupt or insolvent; or
 - 6.15.4. in the case of an individual Guardian, have become physically or mentally incapable of acting as a Guardian and may remain so for more than six months based on the written opinion of a registered medical practitioner treating that person.

7. Minutes

- 7.1. The Council must keep minutes of all decisions made by the Council and meetings of the Council and committees of Councillors including:
- 7.1.1. the names of the Councillors present at the meeting; and
 - 7.1.2. the decisions made and, where appropriate, the reasons for the decisions.
- 7.2. All minutes must be circulated to the Guardian within a reasonable period and no later than 7 days of the meeting.

8. Accounting records, accounts, annual reports and returns, change in registered particulars

- 8.1. The Foundation must comply with the requirements of the Act and any other legal requirements with regard to the keeping of accounting records, to the preparation and scrutiny of statements of account, and to the preparation and filing of annual accounts.
- 8.2. Pursuant to section 16 of the Act, the Councillors must inform the Registrar within 21 days of any change in the registered particulars of the Foundation.
- 8.3. The Council shall, where required by law or if they otherwise deem appropriate, appoint an auditor on such terms as they think fit and has the right to remove any auditor at their sole discretion.
- 8.4. All such records must be circulated to the Guardian within seven days of production.

9. Privacy

- 9.1. The Councillors and the Guardian shall not be able to protect their privacy in respect of their roles at the Foundation and the same shall be publicly disclosable.
- 9.2. Any Beneficiary may apply to the Foundation for it to seek to protect their identity from public disclosure (to the extent permitted by law) based on a material risk of:
 - 9.2.1. fraud;
 - 9.2.2. kidnapping;
 - 9.2.3. blackmail;
 - 9.2.4. violence; or
 - 9.2.5. intimidation.
- 9.3. The Foundation shall use its reasonable endeavors to protect Beneficiaries privacy when requested in accordance with Rule 9.2 (whether by seeking omission of public disclosure as permitted by law or limitation of the description of the nature of the benefit given).
- 9.4. Nothing in this Rule shall apply to disclosures (whether permitted or required by law) to a competent authority or financial intelligence unit.

10. Subsidiary rules

The Councillors may from time to time make such reasonable and proper subsidiary rules as they may deem necessary or expedient for the proper conduct and management of the Foundation, but such subsidiary rules must not be inconsistent with any provision of the Constitution and all records of the same must be recorded by the Council and retained by the Foundation. These rules may include, without limitation, specification of a particular Councillor as being the person responsible for representing the Foundation for communication purposes in respect of specific Assets held by it or to be distributed by it.

11. Amendment of the Charter and Rules

- 11.1. Subject to Rule 6.10, the Councillors may amend the Charter (including the Purpose) and the Rules pertaining to the administration of the Foundation.
- 11.2. The Charter and Rules can only be amended by the Council subject to any applicable right of rejection of the Guardian not being exercised.
- 11.3. No amendment that is inconsistent with the provisions of the Act shall be valid.
- 11.4. A copy of the Foundation's Charter or Rules as amended must be sent to the Registrar if required in accordance with the Act.

12. Severability

In the event that any provision of these Rules is invalid, illegal or unenforceable it will not affect the validity, legality or enforceability of any other provision of these Rules.

13. Application of Assets

- 13.1.** The Assets of the Foundation must be applied solely towards achieving the Purpose.
- 13.2. Subject to Rules 6.10.4, 13.1 and the Act, the Assets of the Foundation shall be distributed, accumulated or applied by the Councillors as they see fit.
- 13.3. A distribution of the Assets to a Beneficiary shall not be validly made unless it is signed by a majority of all the Councillors then appointed.
- 13.4. The Councillors and Guardians are entitled to be reimbursed from the Assets or may pay out of such property reasonable expenses, including any reasonable fees, properly incurred by them when acting on behalf of the Foundation.
- 13.5. The Councillors and Guardians may benefit from reasonable indemnity insurance cover purchased at the Foundation's expense.
- 13.6. Subject to the requirements of the Constitution and any legal restrictions (including in the Act):
 - 13.6.1. it shall be a matter for the Council's judgement to decide how any capital is applied, whether for benefits to Beneficiaries or as investments to seek to maintain or increase the value of the Assets, including whether assets shall be in real property, bonds, shares, debenture bonds, mortgages, securities or by way of lending or in any other way which the Council may find justifiable and in alignment with the Purpose;
 - 13.6.2. the Council shall be entitled to realise one or more of the Foundation's Assets and re-invest the proceeds or divest the proceeds by way of benefit to Beneficiaries in accordance with the Constitution;
 - 13.6.3. the Council may appoint any person they think fit to help manage, advise on or invest some or all of the Assets of the Foundation subject to the right of the Guardian to reject any such proposed appointment; and
 - 13.6.4. the Council may agree to capitalise commercial entities to help the Foundation manage, protect and enhance the value of the Assets.

14. Endowment of further property

The Foundation may from time to time receive payments, assets or other property from the Founder. The Council may also approve the acceptance of any donations or endowments in whatever form from third parties to the Foundation insofar as it is not in contradiction to the Purpose and shall keep a record thereof.

15. Liability of Guardians and Councillors & Indemnity

15.1. Subject to any requirements of the Act:

- 15.1.1. No Guardian or Councillor shall be liable to the Foundation or any Beneficiary for any loss in the value of the Assets arising as a result of any act or omission that is made in good faith. Nothing in this limitation of liability shall limit the liability of a person for any liability for fraud or wilful misconduct.
- 15.1.2. The Foundation shall indemnify every present and previous Guardian and Councillor using the Assets against any loss, liability or costs incurred by them by reason of any action, investigation, damages or fine relating to them in carrying out their function within the Foundation other than in respect of their fraud, wilful misconduct or gross negligence.

16. Winding up and distribution of Assets upon winding up

- 16.1. The Foundation may be dissolved in accordance with the provisions of the Act.
- 16.2. Subject to section 87 (a) and (b) of the Act, upon the winding up of the Foundation and, to the extent applicable, any Assets that are not capable of being distributed to any clearly designated Beneficiaries in accordance with the limit or terms of any existing benefits shall be distributed to the Default Recipient.
- 16.3. Subject to Rule 6.10.6, the Default Recipient shall be the person(s) specified by the Council and kept in the register. To the extent that the Default Recipient specified is no longer alive or in existence the Council shall specify a new Default Recipient. The Default Recipient shall always be the most recent person that is referenced in a valid written resolution of the Council.

17. Beneficiaries

- 17.1. The Beneficiaries shall be as specifically designated by the Council from time to time and when designated shall be specified as:
 - 17.1.1. Beneficiaries that are expected to only receive one distribution of benefit only, though this does not preclude them from receiving any benefit in the future at the discretion of the Council;
 - 17.1.2. Continuing Beneficiaries with rights to specified benefits on an ongoing basis but that are capable of being removed as Beneficiaries by a decision of the Council; or
 - 17.1.3. Irrevocable Beneficiaries.
- 17.2. Any Beneficiaries designated shall be subject to such obligations and such terms as decided by the Council as a condition of benefit including, without limitation and notwithstanding Rule 17.1.3, the specification of any event giving rise to diminution or termination of any benefit and any restriction on alienation or dealing with the benefit.

- 17.3. For the purposes of the Act, any Beneficiary shall be a Disenfranchised Beneficiary unless the designation and condition of benefit otherwise specifies in writing that they are an Enfranchised Beneficiary.
- 17.4. The Council shall keep records of all benefits and Beneficiaries and register their interests and disclose them as required by law.
- 17.5. Pursuant to Section 13A of the Income Tax Act 2010, as may be amended from time to time, the Foundation irrevocably excludes all persons who are ordinarily resident in Gibraltar and the issue of such persons from receiving any benefit from the Foundation.

Schedule 1

The first Council is:

Corporate Councillor: Rampart Corporate Services Limited (formerly Ince Consultancy (Gibraltar) Limited) (company registration number 107474) of 6.20 World Trade Center, 6 Bayside Road, Gibraltar.

Schedule 2

The first Guardian is: David Von Rosen-von Hoewel of 19 Admiral's Place, Gibraltar, GX11 1AA