

Elements of Resilience Ltd Certificate Regulations

1. Purpose

This regulation governs the issuance of certificates as a means of raising capital for the purchase of ±22ha of ex-forestry land.

The certificates represent loans from supporters and help fund the purchase of this land. This will allow us to transition this property into 20ha of regenerating native forest with a 1ha food forest on its margins. In addition, we will set aside 1ha for a resilience learning center and other infrastructure to further promote the Elements of Resilience concept.

1.2 Key Definitions

- **Certificate** - A NZ\$500 loan to Elements of Resilience Ltd., documented and tracked.
- **Repayment** – The transfer of the certificate amount from us to the certificate holder. The money needed for this may come from our personal financial resources, from refinancing through new fundraising campaigns, or from other forms of income generated through Elements of Resilience Ltd.
- **Tree Planting Credit** – We will plant 1 tree per year in your name over the lifetime of the certificate. For example, if your certificate last 10 years, you'll have a total of 10 trees planted in your name. Trees planted remain in ownership of Elements of Resilience.
- **Certificate** – Proof of participation in our fundraising campaign. This document represents the amount of money you lend to us. This will be issued to you digitally, and we will retain a copy in our records.
- **Certificate Holder** – A natural person or legal entity registered with the Elements of Resilience Ltd as the owner of one or more certificates. For simplicity, we sometimes refer to the certificate holder as “you” in this regulation.
- **Refinancing** – For the certificates we cannot repay directly at the end of their term, we will obtain new loans. This is what we call refinancing.

- **Register** – We maintain a list containing the details of all issued certificates and their corresponding certificate holders. This is called the register. We use the data from the register only to execute this regulation and to fulfil our legal obligations.
- **In Writing** – All written communication may be sent either by letter or by email. With the latter being the preferred option.
- **Elements of Resilience** – This is the legal entity that will acquire, finance, and manage the land and real estate. Elements of Resilience Ltd is a NZ limited company under Companies Act 1993. It was established 18th February 2025, with a NZBN: 9429052639555. The money, rights, and obligations related to this certificate campaign fall under this company. For simplicity, we sometimes refer to Elements of Resilience Ltd as “we”, “us” or “Elements of Resilience” in this regulation.
- **Website** – The website of Elements of Resilience Ltd. can be found at <https://elementsofresilience.org/>. Official information about this certificate campaign can be found there. We might also use other websites to share information about ourselves and the certificate campaign, but we can’t guarantee accuracy of this information.

2. Certificate Holders

2.1 Certificate holders may be either natural persons or legal entities (companies). In the case of participation by a legal entity, the company itself is the certificate holder, not the contact person.

2.2 Elements of Resilience maintains a certificate register that includes relevant information about the certificate holders. A certificate holder may always request to know what information we have stored about them.

2.3 The certificate holder is responsible for promptly notifying Elements of Resilience of any changes to this information.

2.4 If the certificate holder dies (in the case of a natural person), the rights associated with the certificate will pass to their heirs. The heirs are responsible for informing Elements of Resilience and must provide proof that they are legally recognised as the heirs.

2.5 In the event of the certificate holder’s bankruptcy, Elements of Resilience is not obligated to redeem the certificate early. However, upon consultation with the Elements of Resilience, it is permitted to sell the certificate to a third party, as described in Article 5.5.

3. Certificates

3.1 The certificate has a nominal value of NZ\$500 (five hundred New Zealand dollars) and is indivisible. The certificate's value cannot be claimed on demand by the certificate holder.

3.2 The certificate has a minimum term of 5 years and a maximum term of 10 years. The start date of the certificate is May 18, 2025. The starting date for all forms of compensation will be June 1, 2025. If a certificate is issued after June 1, 2025, the compensation begins on the first day of the following quarter.

3.3 Regarding compensation, the certificate holder can choose from four options:

Annual Compensation	Explanation
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A. None	-
B. Tree planting Credit	See Article 3.4
C. Website Listing	See Article 3.5
D. 3.5% Interest	See Article 3.6

3.4 If you choose the option "tree planting credit," 1 tree will be planted in your name per certificate per year. For example, if your certificate last 10 years, you'll have a total of 10 trees planted in your name. Trees will only be issued once the infrastructure is in place for planting. You will receive an update once your trees have been planted. Trees planted remain in ownership of Elements of Resilience.

3.5 If you choose the option "website listing," your name or company logo will be listed on our website for the duration of the certificate term. We will have a supporter's page on our website. We can link to your website and / or display your logo here. In addition, we will list our supporters on other social media platforms when possible.

3.6 If you choose the option "3.5% interest rate" you will receive NZ\$18 per year over the lifetime of the certificate. This will be in NZ\$ and will be calculated and paid on a yearly basis. During payout, the exchange rate of the time will be used to convert NZ\$ to your preferred currency.

3.7 The certificate is subordinated to loans provided by external financiers and is exempt from the Financial Markets Conduct Act 2013.

3.8 Ownership of the certificate does not entitle the holder to have any say in the policies of Elements of Resilience.

3.9 Elements of Resilience reserves the right at all times to reject the purchase of Certificates or to initiate early repayments.

3.10 Elements of Resilience reserves the right at all times to claim the right of first buy-back when Certificates holders intend to sell their certificates to others.

4. Registration

4.1 Registration will take place until December 31, 2025, or for as long as we deem necessary.

4.2 After we receive the registration form and payment, proof of registration in the Register will be sent to the certificate holder via email. For practical reasons, no physical certificates will be issued.

4.3 If you inform us in writing within seven days after transferring the money that you no longer wish to participate in this fundraising campaign, we will return the transferred amount to your bank account.

5. Repayment, Extension, and Transferability

5.1 At the latest, repayment will be initiated five years after the start date. We will repay a number of certificates each year. The number of certificates eligible for repayment will be determined based on Elements of Resilience Ltd's financial situation and its other obligations. It is possible that in a given year, no certificates will be repaid.

5.2 Well in advance of repayment, we will contact you to ask whether you would like your certificate to be considered for repayment. If the number of applications for repayment differs from the number of certificates we intend to repay, a lottery will determine which certificates are repaid.

5.3 Certificates that are repaid will end on December 31 of that year. After that, we will transfer the repayment amount, along with interest from the final year, to the bank account you provided, within one month.

5.4 During any repayment period, we may offer you the option to extend your certificate.

5.5 A certificate may be transferred if the certificate holder finds a party to purchase the certificate. The certificate holder must request a certificate transfer by contacting Elements of Resilience. Elements of Resilience must approve the transfer prior to it taking place. The

compensation option (see Article 3.3) will continue to apply to the transferred certificate. The compensation for the year of the transfer goes to the new certificate holder.

5.6 Elements of Resilience reserves the right at all times to claim the right of first buy-back when Certificates holders intend to sell their certificates to others.

5.7 If we deem it desirable, we may also repay certificates within the five-year period. In that case, we will inform you well in advance.

6. Use of Funds and Dissolution Clause

6.1 The money raised through the certificate campaign will only be used once we proceed with purchasing the land. Expenses incurred before the land purchase will be covered through other means.

6.2 If, unfortunately, an insufficient number of certificates are sold, all certificates will be fully refunded to the respective certificate holders without any compensation for accrued interest or other forms of compensation.

7. Privacy Statement

7.1 When you sign up for this certificate campaign, we ask you to provide personal data. We also receive data from the bank when paying for the certificates. This data is used to carry out this regulation.

7.2 When you send us emails or other messages, it is possible that we may keep those messages. Occasionally, we may ask you for personal information relevant to the situation at hand. This allows us to process and respond to your messages.

7.3 All data is stored locally and will be encrypted, or stored with a third party with whom we have data processing agreements. We will not combine this data with any other personal information we may hold. We have taken measures to limit the number of people internally who can access your personal data to those directly involved in processing registrations, payments, and communication.

7.4 You have the right to view, modify, or delete the personal information you have provided, as long as it does not compromise the execution of this agreement. We regularly check whether we comply with this privacy policy. If you have any questions or comments regarding this privacy policy, you can send an email to info@elementsofresilience.org.

7.5 You can also do this if you believe we are not handling your data properly, so that we can try to resolve it together. If that does not work, it is possible to file a complaint with the supervisory authority, the Privacy Commissioner of New Zealand.

8. Other Provisions

8.1 If situations arise that are not described in this regulation, Elements of Resilience will make a decision to the best of its ability and in good conscience. Where necessary, we will obtain professional or legal advice before making a decision.

8.2 If a disagreement arises between two parties regarding the implementation and/or interpretation of this regulation, the intention is to first try to reach an agreement amicably. In addition to this regulation, New Zealand law will serve as the basis. If an agreement cannot be reached, the dispute will be brought before a court that has jurisdiction to rule on the matter.