

**OSN LLC**  
**Trust Deed**

This Deed of Trust (the "Trust Deed") sets out the terms and conditions upon which Iain Clifford (the "Settlor"), of 4c Glebe Park Avenue, Bedhampton, Portsmouth PO9 3JR settles the property set out in Schedule A (the "Property") upon Amy Sanger the shareholder and director of OSN LLC (the "Trustee"), being a company with Employer Identification Number OSN LLC 33-3004860 (together, the "Parties") establishing a Private trust.

WHEREAS, the Settlor is the owner of the Property set in Schedule A.

WHEREAS, the Settlor wishes to settle on the Trustee that Property set out in Schedule A for the benefit of those beneficiaries set out in Schedule B.

WHEREAS, the Trustee for his part is willing to accept the Property set out in Schedule A on trust for the beneficiaries set out in Schedule B and to hold the Trust Fund for their benefit.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. DEFINITIONS In this Trust Deed the following terms shall be defined:

1.1 "Trust" shall mean the trust created by this Trust Deed and named in clause 3.

1.2 "Property" shall mean that property set out in Schedule A.

1.3 “Trust Fund” shall mean that Property set out in Schedule A as well as any and all additional settlements which may be made from time to time as well as any and all income of any sort whatsoever earned by or as a result of the trust Property and any additional settlements.

1.4 “Beneficiary”, “Beneficiaries” shall both mean those persons listed in Schedule B as Beneficiaries.

1.5 “Excluded Person”, “Excluded Persons” shall both mean any person excluded from benefit under the trust listed in Schedule C as well as any other person who may be subsequently nominated by the Trustee as an Excluded Persons under the powers in Clause 8.

1.6 Unless it is evident from the context and having regards to the generality of this Trust Deed that a clause intends to mean otherwise: words denoted in the singular only shall include the plural and vice versa; words denoted in any gender shall include all genders; and, terms denoting people or persons shall include both natural and legal persons (such as corporations) and vice versa.

1.7 The heading names in the Trust Deed are provided as reference only and do not form part of the Trust Deed.

1.8 The Trust Deed or declarations may be executed in both English and other languages. If there is a conflict between this Trust Deed in its various translations the English version shall prevail.

1.9 This Trust Deed may be executed either in one original or in counterpart.

1.10 The terms of this Trust Deed shall be deemed to be binding on both Parties based on their respective conduct notwithstanding any error or defect in the execution of this Trust Deed.

TRANSFER OF PROPERTY The Settlor hereby conveys, transfers and assigns the Property to the Trustee to be held on trust on such terms as are set out in this Trust Deed. The Trustee hereby acknowledges receipt of the Property and consents to the terms of the Trust Deed and admits and acknowledges that they are holding the Property in trust on the terms as set out in this Trust Deed. The Trustee is also expressly authorised to receive further property in the future from the Settlor or from any other person and to add this new property to the Trust Fund.

3. TRUST NAME This Trust shall be known as OSN LLC Trust.

4. PROPER LAW This Trust is established under Common Law.

5. INCOME, CAPITAL, APPOINTMENT AND ADVANCEMENT, The Trustees stand possessed of the Trust Fund for the exclusive benefit of the Beneficiaries. The Trustees shall pay or contribute by way of endowments all income and capital to one or more Beneficiaries from time to time in accordance with instructions from the Settlor. The Trustees may follow instructions and or agreement from the Settlor:

5.1 pay or apply the entire income or capital generated by the Trust Property to the benefit of one or more of the Beneficiaries.

5.2 make payment of all other legitimate expenses of the Trust from the Trust Fund.

POWER TO ADD BENEFICIARIES The Trustee shall not have the power at any time to appoint additional beneficiaries.

7. POWER OF EXCLUSION, The Trustee shall not have the power to remove any Beneficiary under the trust.

8. DELEGATION OF POWER The Trustee shall have the power to delegate the administration of the Trust with the approval of the Settlor provided always that the Trustee remains responsible for the actions of any party to whom he has delegated authority.

9. CHANGE OF TRUSTEES It is agreed that if the Trustee becomes unable or unwilling to act as Trustee of the Trust the Trustee will appoint a replacement Trustee acceptable to the Settlor.

10. TRANSFERENCE OF TRUST PROPERTY It is agreed that the Settlor may transfer the Trust property to any entity at any time or collapse the Trust without the consent of the Trustee.

INDEMNITIES AND WARRANTIES It is agreed as follows:

10.1 If the Trustee ceases to be a Trustee of the Trust in accordance with the provisions of clause 9 then he shall have no further liability of any kind in respect of the Trust.

10.2 The Settlor warrants that he is absolutely entitled to all the legal and beneficial interest in the Property at the time of making the initial settlement of the Property and execution of this Trust Deed.

10.3 The Settlor hereby irrevocably undertakes to indemnify and keep indemnified the Trustee against all losses howsoever caused as a result of a breach of these warranties.

10.4 Both Parties (Settlor and Trustee) warrant that they have the necessary power and approval to enter into this Trust Deed.

10.5 Both Parties warrant that they are not aware of anything in their reasonable control which will or could have an adverse effect upon their ability to perform their respective obligations hereunder.

10.7 The Trustee warrants that there is no litigation currently in progress, likely to affect his role as Trustee commenced or threatened against him.

10.8 The failure or delay by either Party to enforce any term of this Trust Deed or to act upon a breach of any term shall not constitute a waiver of their rights.

10.9 The Settlor hereby indemnifies and agrees to keep indemnified the Trustee against all losses, expenses and liabilities of any other kind arising from:

10.9.1 Any misrepresentation, misleading statement, deceit, untrue statement (whether by act, statement, or omission) made by the Settlor at any time prior to and including the execution of this Trust Deed.

11. TRUSTEES REMUNERATION The Trustees shall have the power to reimburse themselves from the Trust Fund for all fair and reasonable expenses agreed

with the Settlor for administration of the Trust and shall be entitled to charge professional fees as agreed with the Settlor for their services to the Trust.

12. IRREVOCABILITY AND DURATION The Settlor hereby expressly declares that this Trust is irrevocable and shall have effect until either the Trust Fund is exhausted or until the elapsing of the maximum perpetuity period permitted by law whichever is the sooner.

CHANGES TO TRUST DEED The Trustee may not make changes to the terms of the Trust Deed.

14. SEVERANCE The illegality or unenforceability of any clause (or part thereof) shall have the effect of voiding that clause (or part thereof) only and not the entirety of this Trust Deed.

15. POWER TO MAKE LOANS TO BENEFICIARIES The Trustee shall have the power to make loans to one or more Beneficiaries of such amounts and on such terms as agreed with the Settlor.

16. POWER TO MAKE REALTY AVAILABLE FOR THE USE OF BENEFICIARIES  
Where the Trust owns realty the Trustee shall have the power to make said realty available for the use of one or more of the Beneficiaries.

18. NOTICES Any notice served under this Trust Deed shall be made in writing and shall be considered served if it is handed to the other Party in person or delivered to their last known address or any other such address as the Party being served may have notified as his address for service. All notices shall be delivered in English.

19. DATE OF EXECUTION This Trust is duly constituted on the settlement of the Property which is acknowledged to have taken place by both Parties on this the 30th of August, 2023.

Signed by the Settlor

*Iain-Clifford*

31/12/2024

Witness Name

Kieron Deether

Witness Signature

*Kieron Deether*

Signed by the Trustee

*Amy Sanger*

31/12/2024

Witness Name

Kieron Deether

Witness Signature

*Kieron Deether*

### **Schedule A**

- All fees, donations, success fees or other income received from MATRIXFREEDOM members and any other economic benefit derived from the ventures known as MATRIXFREEDOM and I AM FREE to include OSN company bank account balances, intellectual property, know how, computer code, platform design and functionality, Member and Affiliate contact details.

### **Schedule B**

- Iain Clifford

### **Schedule C**

- Amy Sanger