

CONSTITUTION OF THE FINGERPRINTS OF LOVE FOUNDATION

PREAMBLE

THE FINGERPRINTS OF LOVE FOUNDATION, was constituted in order to create a structure and vehicle, through which various mercy ministries and community focussed projects could operate to uplift peoples lives. Each project begun under the guidance of Immanuel Church is, through THE FINGERPRINTS OF LOVE FOUNDATION, able to flourish and develop to a place of significant influence. Each project is started by a person with clear objectives, purpose and passion for what they are doing. The projects all have a proven track record and share a common purpose in reaching out to the wider Durban community.

The purpose of the THE FINGERPRINTS OF LOVE FOUNDATION is to ensure good corporate governance and accountability, allow for funding to be sourced to facilitate growth, and allow for the long term sustainability of each of the projects.

1. NAME

There is hereby constituted an association to be known as FINGERPRINTS OF LOVE having perpetual succession, full contractual capacity, as well as standing to litigate in its own name.

2. DEFINITION

- 2.1. Unless otherwise stated or apparent from its context, the following words shall bear the meaning ascribed to it here-under:
 - 2.1.1. *Immanuel New Covenant Church*: A Christian Church operating in Umhlanga Rocks duly constituted in January 1985.
 - 2.1.2. *Eldership*: The eldership of Immanuel New Covenant Church consists of those persons officially ordained into such position.
 - 2.1.3. *Visionary Leader of Projects*: The person called by God to serve a particular need within the community and who has elected to serve such need under the covering of Immanuel New Covenant Church operating within the formal structures of FINGERPRINTS OF LOVE.
- 2.2. Headings of clauses are deemed for convenience only, and shall not have any relevance in the interpretation of this Constitution.
- 2.3. Words importing the masculine gender shall include reference to the female and neuter genders, and vice versa.
- 2.4. Words importing the singular shall include the plural and vice versa.

3. AIMS AND OBJECTIVES OF FINGERPRINTS OF LOVE

- 3.1. The primary aim of THE FINGERPRINTS OF LOVE FOUNDATION is to reach out to communities in need by adding hope and uplifting the lives of such people.
- 3.2. The objectives of THE FINGERPRINTS OF LOVE FOUNDATION, shall include but in no ways be limited to :-

- 3.2.1. The establishment of feeding schemes within specified communities;
- 3.2.2. The establishment of Community upliftment projects;
- 3.2.3. The promotion of physical, mental, psychological and spiritual welfare of the community;
- 3.2.4. The establishment of facilities that directly benefit the community, whether sports centres or Community Functions halls et al;
- 3.2.5. The promotion of social, physical, mental, psychological and spiritual welfare of young people and the youth within specified communities through the provision of inter alia age- appropriate social upliftment programs, life skills programs and leadership training.
- 3.2.6. The provision of training programs for members of a community on issues covering inter alia responsible teenage and adult sexual behaviour, teenage pregnancy, abortion, AIDS, woman and child abuse;
- 3.2.7. The establishment of ongoing relations with specific representatives from government, SAPS, Community Leaders, Ward counsellors et al;
- 3.2.8. The establishment of on-going relations with local role-players relevant to the communities within which the Fingerprints of Love Foundation operate, as well as with the representatives of other NPO's or other relevant professional services and organisations.
- 3.3. The Fingerprints of Love Foundation may in order to carry out any of the aforesaid objectives, co-operate and liaise with any other church, institution, association or body of whatsoever nature having similar objectives to the ones set out here above.
- 3.4. All activities of The Fingerprints of Love Foundation will be carried out in a non-profit manner and with an altruistic or philanthropic intent.
- 3.5. The Fingerprints of Love Foundation's operations shall be based in the Republic of South Africa and at least 85% of funds received in the Republic of South Africa (as well as any funds derived from such funds) shall be spent in the Republic of South Africa and 85% of time expended in relation to the funds received in the Republic of South Africa, shall be expended in the Republic of South Africa, unless the Minister of Finance or any other relevant South African statute directs otherwise.
- 3.6. The Fingerprints of Love Foundation has not and will not use it's resources directly or indirectly to support, advance or oppose any political party.
- 3.7. So as to ensure compliance with the Broad Based Black Economic Empowerment legislation, The Fingerprints of Love Foundation shall ensure that at least 85% of the beneficiaries of it's projects /programmes are black South Africans.
- 3.8. To help promote vocational and skills training to better equip people in communities to be more financially independant and contribute to bettering their own communities.

4. STRUCTURE OF FINGERPRINTS OF LOVE AND MEMBERSHIP

- 4.1. The framework under which FINGERPRINTS OF LOVE shall operate as follows:-

- 4.1.1. A registered membership;
- 4.1.2. FINGERPRINTS OF LOVE Board consisting of not more than 10 members with such members being elected at an Annual General Meeting (AGM) from among those persons referred to in Clause 4.1.1. A nominee of the Eldership of Immanuel New Covenant Church shall also at all times be a member of the Board. No single person may directly or indirectly control the decision making powers of the organisation;
- 4.1.3. The Board shall comprise of 50% plus 1 being non-executive members.
- 4.2. Membership to FINGERPRINTS OF LOVE shall be open to all person:-
 - 4.2.1. who subscribe to the Christian faith;
 - 4.2.2. who subscribe to the aims and objectives of FINGERPRINTS OF LOVE;
 - 4.2.3. who comply with the Code of Conduct of FINGERPRINTS OF LOVE;
- 4.3. Membership to FINGERPRINTS OF LOVE shall be made by way of:-
 - 4.3.1. Application to the Board in writing;
 - 4.3.2. The application shall set out:-
 - 4.3.2.1. The full name, address, and contact number of the applicant; and
 - 4.3.2.2. Any other information reasonably required by FINGERPRINTS OF LOVE Board.
 - 4.3.3. Applications for membership will be tabled at the next meeting of the Board for consideration by the members of the Board;
 - 4.3.4. Prospective members shall be notified in writing as to the success or otherwise of their application.
- 4.4. The membership of any member of FINGERPRINTS OF LOVE shall be terminated should such member's behaviour and actions be contrary to the spirit, purpose and objects of this Constitution generally. The process for the termination of membership shall be in accordance with generally accepted principles of administrative justice.
- 4.5. Members shall have perpetual membership unless they submit a written resignation to the Board, or else in the case their membership is terminated as per clause 4.4 above.

5. THE ROLE OF FINGERPRINTS OF LOVE

- 5.1. The authority of FINGERPRINTS OF LOVE shall vest in FINGERPRINTS OF LOVE Board.
- 5.2. FINGERPRINTS OF LOVE Board shall meet at least every 6 months in order to review the work and progress of FINGERPRINTS OF LOVE and the various projects falling under the auspices of FINGERPRINTS OF LOVE.

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- 5.3. Board members wishing to resign, must do so in writing, and this should be submitted to the board. They will in turn be notified in writing of the acceptance of their resignation.
- 5.4. FINGERPRINTS OF LOVE Board shall be entitled to fill any vacancies which may occur within the Board by co-opting Board members, who shall be entitled to serve until the next AGM.
- 5.5. FINGERPRINTS OF LOVE Board shall be entitled to appoint such persons as deemed necessary to attend meeting in an ex officio capacity.

6. POWERS OF THE BOARD

- 6.1. The Board shall have the following powers:-
 - 6.1.1. To prepare the business plan for FINGERPRINTS OF LOVE as and when same is required;
 - 6.1.2. To consider the applications of all prospective members of FINGERPRINTS OF LOVE;
 - 6.1.3. To elect from their number the Chairperson, CEO and CFO. The roles and functioning of such office-bearers being as set out in Clause 7 here-below;
 - 6.1.4. To appoint the Auditors of FINGERPRINTS OF LOVE;
 - 6.1.5. To appoint the Bankers of FINGERPRINTS OF LOVE;
 - 6.1.6. To enter into all contracts and agreements necessary for the attainment of the aims and objects of FINGERPRINTS OF LOVE and on behalf of FINGERPRINTS OF LOVE;
 - 6.1.7. To institute and defend all legal proceedings in the name of FINGERPRINTS OF LOVE when to do such would be in the best interests of FINGERPRINTS OF LOVE. Where such actions are in the sole discretion of the Board deemed not be in the best interests of FINGERPRINTS OF LOVE, the Board shall have the power and duty to take all the necessary steps to settle any such claim extra-curially;
 - 6.1.8. To call an Annual General Meeting of FINGERPRINTS OF LOVE;
 - 6.1.9. To manage, insure, sell, lease, mortgage, dispose of, give in exchange, work, develop, build on, improve, turn to account or in any way otherwise deal with its undertaking or any parts of its property or assets. The organisation will not have the power to carry on any business including, inter alia, ordinary trading operations in the commercial sense, speculative transactions, and dividend stripping activities;
 - 6.1.10. To invest its net income (including donations) not expended as envisaged in paragraph (a) of the definition of "education or training purposes" in the Income Tax Act and which is available for investment as envisaged in paragraph (b) of the said definition in such securities and in such manner as it may deem fit and to vary such investments from time to time with one or more financial institution as defined in section (1) of the Financial Services Board Act, 1990 and/or in shares listed on the licensed stock exchange as defined in the Stock Exchange Control Act, 1985, (Act No. 1 of 1985) or in such other prudent investments in financial instruments and assets as the Commissioner for the South African Revenue

Services may determine after consultation with the Executive Officer of the Financial Services Board, and the Director of the non-profit Organisations;

- 6.1.11. To open and operate banking accounts;
- 6.1.12. To make donations;
- 6.1.13. To pay remuneration commensurate with services rendered. FINGERPRINTS OF LOVE will not pay any remuneration, as defined in the Fourth Schedule of the Income Tax Act to any employee, office bearer or other person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered and will not economically benefit any person in a manner which is not consistent with its objects;
- 6.1.14. To establish any sub-committee deemed desirable within FINGERPRINTS OF LOVE for the purposes of achieving the objectives as set out in Clause 3 of this Constitution, and to delegate to these committees such powers as are necessary for them to achieve the aforesaid objectives, provided that the CEO shall be a member of that sub-committee.. All sub-committees will meet as a frequency to be determined by the Board.

Notwithstanding the above:-

- a finance sub-committee shall be established and chaired by the CFO;
 - an Operational sub-committee shall be established of which each Visionary Project Leader shall be a member and chaired by the CEO;
- 6.1.15. To overrule any decision of any Project Management Team or any sub-committee of the organisation, on the basis that such decision is substantially inconsistent with the aims and objectives of FINGERPRINTS OF LOVE as set out in clause 3 of this Constitution;
 - 6.1.16. To terminate or dissolve any project, project management team, or any sub-committee created in terms of this Constitution;
 - i. on completion of its mandate; or
 - ii. in cases where such project, project management team or sub-committee no longer abides by the spirit, purport and objects of this Constitution generally;

The process of dissolution of the project, project management team, or sub committee under sub-clause (ii) here-above shall be in accordance with accepted principles of administrative justice;

- 6.1.17. To terminate the membership of any member of the organisation should such member's behaviour be contrary to the spirit, purport and object of this constitution generally;
- 6.1.18. To ensure that the organisation complies with all the provisions as set out in terms of this Constitution and to consider all future planned activity of the organisation;
- 6.1.19. To consider and approve the budget and financial statements of each project falling under the auspices of FINGERPRINTS OF LOVE;
- 6.1.20. To distribute funds to the various projects falling under the auspices of FINGERPRINTS OF LOVE in accordance with the directives of a national or

international donor as the case may be and, where no such directive is available, in accordance with its sole and unfettered discretion;

- 6.1.21. To distribute any and all remaining funds of any project dissolved in terms of sub-clause 6.1.15 to any other project falling under the auspices of FINGERPRINTS OF LOVE. Such to be in accordance with its sole and unfettered discretion provided no such other directive was attached by a donor in respect of any funded task undertaken by such project;
- 6.1.22. To cause the organisation to become a member or an affiliate of any other organisation/association if in the interests of the organisation;
- 6.1.23. To raise funds, collect and receive contributions, bequests, grants, subscriptions, subsidies or donations from any source whatsoever, and whether or not subject to any special trust or condition:-

Provided that FINGERPRINTS OF LOVE shall be prohibited from accepting any donation which is revocable at the insistence 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 Income Tax Act 1962 as amended. Provided that a donor (other than a donor which is an approved public benefit organisation, or an institution, board or body with is exempt from tax in terms of section 10(1) (cA)(i) of the Act, which has as its sole object or principal object the carrying out of any public benefit activity) may not impose conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation.

- 6.1.24 To do all things necessary or incidental to the specific powers as enunciated above, in so far as such is necessary for the furtherance and achievement of the aims and objects of the organisation as set out in Clause 3 of this Constitution.
- 6.2 The activities of the organisation are carried on in a non-profit manner and with an altruistic or philanthropic intent.
- 6.3 No activity will directly or indirectly promote the economic self-interest of any fiduciary or employee of the organisation otherwise than by way of reasonable remuneration.
- 6.4 No funds will be distributed to any person (other than in the course of undertaking any public benefit activity).
- 6.5 The funds of the public benefit organisation will be used solely for the objects for which it was established.
- 6.6 The public benefit organisation will not be a party to, or does not knowingly permit, or has not knowingly permitted, itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable by any person under this Act or any other Act administered by the Commissioner.
- 6.7 No resources will be used, directly or indirectly, to support advance or oppose any political party.
- 6.8 No remuneration will be paid to any employee, office bearer, member or other

person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered and has not and will not economically benefit any person in a manner which is not consistent with its objects.

- 6.9 No donation will be accepted 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: Provided 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), which has as its sole or principal object the carrying on of any public benefit activity) may not impose any conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation.
- 6.10 A copy of all amendments to the constitution will be submitted to the Commissioner for the South African Revenue Service.

7. OFFICE BEARERS

7.1. The Directors

7.1.1. The Directors shall be responsible for:-

- 7.1.1.1. The coordination and facilitation of all meetings of FINGERPRINTS OF LOVE Board and shall convene such meetings;
- 7.1.1.2. The co-ordination and facilitation of the Annual General Meeting and shall convene such Annual General Meeting;
- 7.1.1.3. In the event of conflict, dispute or deadlock refer cast the deciding vote;
- 7.1.1.4. Shall oversee the day to day operational activities of FINGERPRINTS OF LOVE. They shall be responsible for ensuring that minutes of all FINGERPRINTS OF LOVE Board meetings are taken and copies of such are provided to the relevant members before the next meeting of such committee;
- 7.1.1.5. The keeping and maintaining of the official records of the organisation and all legal documents pertaining to the organisation;
- 7.1.1.6. Have the necessary responsibility to open and operate banking, saving and other like accounts, with any official bank, building society, or other financial institution.
- 7.1.1.7. The finances of the organisation under the direction of FINGERPRINTS OF LOVE Board and shall ensure the responsible and accountable management of the finances of FINGERPRINTS OF LOVE;
- 7.1.1.8. Cause to be duly prepared and duly audited the Annual Financial Statements within three months of the close of the financial year;
- 7.1.1.9. The preparation of the budget and financial accounting as required in terms of this Constitution;

7.1.1.10. Receiving and paying all sums of money owing by and/or due to FINGERPRINTS OF LOVE;

7.1.1.11. If and when so requested by the members of FINGERPRINTS OF LOVE, shall be required to report back to the members as to the financial status of FINGERPRINTS OF LOVE.

7.1.2. Where a Director is unable to perform any of the tasks, the Board shall nominate a Board member to perform such task.

8. ELECTION OF OFFICERS AND THE MAKING OF DECISIONS

8.1. The election of any person to FINGERPRINTS OF LOVE Board in terms of this Constitution, shall be by means of a show of hands and a simple majority of votes.

8.2. All decisions of FINGERPRINTS OF LOVE, save for those set out in Clause 13 and Clause 14 of this Constitution, shall be by means of a show of hands and a simple majority of votes.

8.3 At least three persons who accept fiduciary responsibility for the FINGERPRINTS OF LOVE will not be connected persons in relation to each other, and no single person directly or indirectly controls the decision making powers relating to such organisation.

9. ANNUAL GENERAL MEETING AND SPECIAL GENERAL MEETINGS

9.1. The financial year of the organisation shall end of the 28th February of each year.

9.2. There shall be an Annual General Meeting of FINGERPRINTS OF LOVE within six months of the financial year-end.

9.3. The Directors shall be responsible for calling the Annual General Meeting and shall give twenty-one days written notice of such to the members of FINGERPRINTS OF LOVE.

9.4. The agenda of The AGM shall include at least the following:-

9.4.1. The submission of the annual financial reports and the audited annual financial statements of FINGERPRINTS OF LOVE;

9.4.2. The submission of a report by the chairperson as to the progress made by FINGERPRINTS OF LOVE during the previous financial year in the attainment of the aims and objects of FINGERPRINTS OF LOVE;

9.4.3. Notwithstanding the above, any member of FINGERPRINTS OF LOVE shall be entitled to place any matter on the agenda of the AGM, provided that such submission is placed on the agenda prior to such meeting.

9.5. Twenty-one (21) days written notice shall be given to all members of FINGERPRINTS OF LOVE in respect of any Special General Meeting called by FINGERPRINTS OF LOVE Board.

9.6. Fifteen percent (15%) of members shall constitute a quorum at any special or AGM of FINGERPRINTS OF LOVE.

10. NON PROFIT ORGANISATION

- 10.1. Income or property of the association , wheresoever derived, shall be applied towards the promotion of the main objectives of FINGERPRINTS OF LOVE and no portion thereof shall be paid or transferred directly or indirectly by way of a dividend, bonus or otherwise to the members of the organisation provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to an officer or servant of the organisation or to any member thereof in return for their services actually rendered to the organisation.
- 10.2. At least seventy-five (75%) of the net revenue of the organisation will be expended in the furtherance of its objectives within a period of twelve months from the end of the financial year during which it accrued, provided that where funds are to be accumulated for a specific capital project, the permission of the Receiver of Revenue (to which the organisation submits its Annual Income Tax returns) should be obtained.
- 10.3. The association may not knowingly be a party to, or knowingly permit, or knowingly have permitted itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable for any person under the Income Tax Act or any other Act administered by the Commissioner for the South African Revenue Service.

11. FINANCE

Funds for the use of FINGERPRINTS OF LOVE shall be provided by voluntary donations from various groupings. All funds of FINGERPRINTS OF LOVE not immediately required for the specific purposes of the organisation shall be deposited with a registered financial institution as defined in section 1 of the Financial (Service Board Act 1990); Securities listed on a licensed Stock Exchange as defined in section 1 of the Stock Exchanges Control Act, No 1 of 1985; or in such other prudent investments in financial instruments and assets as the Commissioner for the South African Revenue Services may determine after consultation with the Executive Officer of the Financial Services Board, and the Director of Non-Profit Organisations.

12. ASSETS

The assets of FINGERPRINTS OF LOVE shall be used solely for the furtherance of the aims and objects of FINGERPRINTS OF LOVE , and no asset shall vest in any member of FINGERPRINTS OF LOVE.

13. DISSOLUTION AND DISPOSAL OF ASSETS

- 13.1. FINGERPRINTS OF LOVE may be dissolved if at least two thirds of the members present and voting at a General Meeting of members of FINGERPRINTS OF LOVE convened for the purpose of considering such matter, are in favour of dissolution. Not less than twenty-one (21) days written notice shall be given of such meeting and the notice convening such meeting shall clearly state that the issue of dissolution of FINGERPRINTS OF LOVE and disposal of its assets will be considered.
- 13.2. On dissolution of the Association, the remaining assets will be transferred to some other charitable, ecclesiastical or educational institution within the Republic of South Africa, which is itself exempt from income tax in terms of section 10 (1) (f) of the Income Tax Act.

13.3. If upon dissolution of FINGERPRINTS OF LOVE there remain any assets whatsoever after the satisfaction of all the debts and liabilities, such assets shall not be paid to or distributed among its members, but shall be donated to :-

13.3.1. any similar public benefit organisation, which has been approved in terms of section 30 of the Act;

13.3.2. any institution, board or body which is exempt from tax in terms of section 10(1)(cA)(i) of the Act, which has its sole or principal object the carrying on of any public benefit activity; or

13.3.3. any department of state or administration in the national or provincial or local sphere of government of the Republic, contemplated in section (10)(1)(a) or (b) of the Act.

14. AMENDMENTS TO THE CONSTITUTION

14.1. Amendments to this Constitution can only be made at an Annual General Meeting, or a Special Meeting and shall be of no force or effect until such time that a two-thirds majority vote is obtained in respect hereto.

14.2. A copy of the proposed amendment to the Constitution shall be circulated with the notice convening the meeting.

14.3. Any amendment to this Constitution shall :-

14.3.1. if the organisation is exempted from payment of normal tax or authorised to issue receipts under section 18A of the Income Tax Act, be sent for the records to the Commissioner of the South African Revenue Services or his authorised representative;

14.3.2. if the organisation is registered as a Non-Profit Organisation, be sent to the Directorate of Non-Profit Organisations.

15. INTERPRETATION OF THE CONSTITUTION

15.1. Any conflict, dispute, or deadlock arising as to the interpretation and implementation of the Constitution which is incapable of resolution at a sitting of FINGERPRINTS OF LOVE Board or through mediation or otherwise, shall be referred by the Directors to an Arbitrator. Such Arbitrator shall be mutually acceptable to all parties and may be drawn from the panel of the Independent Mediation Services of South Africa.

15.2. The Arbitration proceedings shall proceed as informally as possible, with the Arbitrator having the sole discretion to decide on the appropriate procedures, save that the provisions of the Arbitration Act 42 of 1965 (as amended from time to time) shall apply.

16. INDEMNITY CLAUSE

Any member of FINGERPRINTS OF LOVE and/or any employee of FINGERPRINTS OF LOVE who has duties imposed on them in terms of this Constitution and who perform those duties and obligations in good faith, shall be indemnified from all losses, damages and costs incurred in the performance of such duties and obligations.

17. FUND RAISING

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- 17.1. FINGERPRINTS OF LOVE may collect contributions by or for or on behalf of the organisation or a specific project of the organisation from within the borders of the Republic of South Africa.
- 17.2. FINGERPRINTS OF LOVE Board may at its sole discretion collect funds for and on behalf of the organisation or a specific project of the organisation from any other area outside the Republic of South Africa, subject to the approval by the South African Revenue Services, where necessary.

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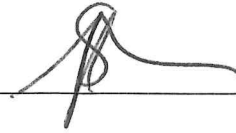
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18. SIGNATORIES TO THE CONSTITUTION:

Gregory Stuart Stevens

NAME
(DIRECTOR)

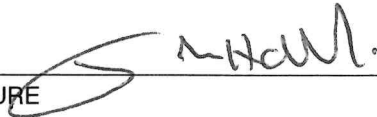
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Mark Eane Evered-Hall

NAME
(DIRECTOR)

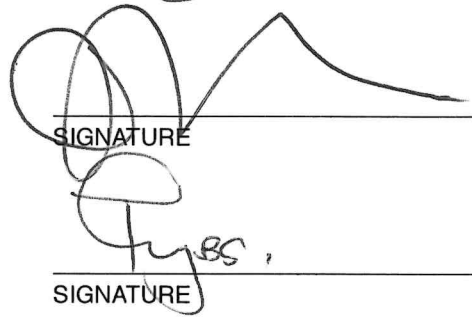
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Yogambal Naicker

NAME
(DIRECTOR)

SIGNATURE



Tobias Dlamini

NAME
(MEMBER OF THE BOARD)

SIGNATURE



Georgina Kevr

NAME
(MEMBER OF THE BOARD)

SIGNATURE

