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IRREVOCABLE GRANT AWARD

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IRREVOCABLE GRANT AWARD

DATED: 12 May **2026**

BETWEEN

(1) The Justice Company Ltd of First Floor, 17 The Esplanade, St Helier, Jersey JE2 3QA (the '**Donor**');

(2) Whitmill Trust Company Limited, as trustee of the Justice Company Humanitarian Foundation, the administrative office of which is at First Floor, 17 The Esplanade, St Helier, Jersey JE2 3QA (the '**Recipient**')

BACKGROUND

(A) The Recipient is a charitable Trust which operates as an independent humanitarian institution focused on initiatives delivering tangible benefit to individuals and communities affected by grave human rights violations.

(B) The Donor intends to become a supporter of the Recipient and now wishes to make a binding and irrevocable grant award equal to 10% annually of the management fee component of the Total Expense Ratio (TER) of the Donor subject to the terms and conditions of this Deed (the '**Donation**').

(C) The Trustee is the sole corporate trustee of the Recipient and has determined that it is appropriate under the terms of its trusts to accept such award in accordance with the terms and subject to the conditions of this Deed.

IT IS AGREED as follows:

1. **Payment of the Donation**

1.1 Subject to the provisions of this Deed, the Donor shall pay the Donation to the Recipient annually.

1.2 The Donation is an irrevocable charitable donation to the Recipient for charitable purposes which the Recipient may pursue in accordance with its terms.

2. **Donor's Funding Obligation**

2.1 The Donor will pay the Donation on a date annually as it sets but by giving the Recipient no less than 14 days' notice of such payment

2.2 The Donor will pay the Donation to a bank account held in the name of the Recipient as nominated by the Recipient

2.3 The Donor may pay the annual Donation in instalments as it chooses so long as the total cumulative net amount paid in any year is equal to the annual Donation amount

2.4 For the avoidance of doubt, the Donor does not intend to make any payment referred to in this Agreement within the UK Gift Aid scheme.

3. **Purpose**

3.1 The Donation is made for the purposes of initiatives delivering tangible benefit to individuals and communities affected by grave human rights violations.

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3.2 The Recipient shall use and shall continue to use all amounts received in the delivery of its purposes, which are exclusively charitable and for the public benefit.

3.3 The Recipient and the Trustee confirm that they will not take any benefit in connection with the Donation in excess of that permitted by law.

4. **Warranties**

4.1 Each Party warrants and represents that it has all requisite power and authority, and has taken all necessary corporate action (if applicable) to enter into, deliver and perform this Deed.

4.2 The Trustee warrants and represents that it has determined that it is appropriate under the terms of its trusts to accept the Donation.

5. **Recognition**

5.1 In recognition of the Donation, the Recipient permits the Donor to make reference, promote and advertise the Donation

6. **Confidentiality**

6.1 Subject to Clause 5, the Parties each agree that no Party shall release any statement, press release or other publicity which refers to the Donation without the other Parties' prior approval, which shall not be unreasonably withheld or delayed.

7. **Notices and communications**

7.1 Notices under this Deed shall be given to:

7.1(a) For the Donor: the Donor

7.1(b) For the Trustee: the trustee(s) for the time being of the Trust

by way of written communication sent to the Donor's registered office address from time to time and to the Recipient by written communication to their address

8. **Data Protection**

All parties shall comply with all applicable data protection and privacy legislation in force from time to time including the UK GDPR, the Data Protection Act 2019 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and all other regulations, legislation and regulatory requirements in force from time to time which apply to the use of personal data and the privacy of electronic communications.

9. **Governing Law and Jurisdiction**

This Deed is governed by and shall be construed in accordance with the Island of Jersey, and the Parties submit to the exclusive jurisdiction of the courts of Jersey.

10. **Entire Agreement**

This Deed comprises the entire agreement between the Parties and supersedes all other agreements and understandings, both oral and written, between the Parties relating to the Donation.

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11. **Counterparts**

This Deed may be executed in one or more counterparts, which taken together will be deemed to be one original instrument.

12. **Severance**

If any provision of this Deed is or becomes invalid, unenforceable or illegal it shall be deemed deleted but that shall not affect the validity and enforceability of the rest of this Deed.

Executed and delivered as a deed for and on behalf of **Whitmill Trust Company Limited as Trustee of the Justice Company Humanitarian Foundation**)

Signed by: F476F9C3EF704C0...

DocuSigned by: 851ECECD314D448...

and

by
both being persons who in accordance with the laws of that territory are acting under the authority of the company in the presence of:

Witness name

Signature Signed by: 8ADE3A0FEB7E42B...

Name Kirk Hacon

Address First Floor, 17 The Esplanade,

St Helier, Jersey JE2 3QA

Occupation Private Client Administrator

Signed and delivered as a deed by
The Justice Company
acting by:

Signed by: Ben Schofield 53AF4CC6871B487...

Signed by: F0D46E15D5D04B7...