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# GSIA CHARTER

*CONSTITUTIONAL INSTRUMENT DEFINING GSIA'S LEGAL PERSONALITY,  
ORGANS, VOTING RULES, AND COMPLIANCE ARCHITECTURE.*

**CREATED BY**

EUSL AB

*Care to Change the World*



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# GSIA Charter

## Preamble

This Charter is the constitutive instrument of the Global Social Impact Alliance. It defines the Alliance's legal personality, organs, voting architecture, and compliance regime, and prescribes the powers and limitations necessary to preserve sovereignty, institutional integrity, and public trust. All actions of the Alliance, its organs, and affiliated entities shall be governed by this Charter, which prevails over any private instrument in matters affecting member rights or public-interest functions, within the limits permitted by applicable law.

## Chapter 1. Name, Seat, and Legal Personality

The organisation is constituted under the name Global Social Impact Alliance and may be referred to as GSIA for the purposes of this Charter and all derivative instruments. For legal, fiduciary, and administrative clarity, the Alliance shall operate through a tripartite corporate arrangement comprised of GSIA Holding Aktiebolag (the "Holding Company"), GSIA AB (the "Operating Company"), and GSIA SCE (the "Membership Organisation"). These entities together constitute the institutional perimeter of the Alliance, each with separate legal personality, rights, and obligations as further provided herein and in the applicable laws of their jurisdictions of incorporation.

The Holding Company is incorporated as a Swedish limited liability company (Aktiebolag) and serves as the strategic steward of the Alliance. It is responsible for long-term institutional continuity, the custody of intellectual property, the licensing of proprietary methodologies including Flowhub Trio Plus, and the maintenance of group-level governance instruments. It may hold equity or membership positions in affiliated vehicles where such holdings are necessary to safeguard the integrity and continuity of the Alliance, provided that no such position shall derogate from the member-governed character of GSIA SCE.

The Operating Company is incorporated as a Swedish limited liability company (Aktiebolag) and serves as the day-to-day executive arm under mandate and oversight of the competent organs of the Alliance. It may enter into service agreements with GSIA SCE to provide secretariat, program governance, fiduciary administration, and related services, including the operationalisation of Flowhub Trio Plus under instruments adopted in accordance with this Charter. The Operating Company is wholly owned by the Holding Company.

The Membership Organisation is incorporated as a European Cooperative Society (Societas Cooperativa Europaea, SCE) and constitutes the public-interest membership body of the Alliance. Its members are admitted in accordance with this Charter and the Membership Statute and shall be comprised of States, Regional Economic Communities (RECs), and Hybrid RECs as defined herein. The Membership Organisation is governed by its cooperative members through the organs established by this Charter and its by-laws. The Holding Company may hold a non-controlling founder or stewardship membership solely to safeguard constitutional integrity, without prejudice to the voting rights of public members on matters within the scope of their class.

The seat of the Holding Company and the Operating Company shall be in the Kingdom of Sweden, at a location designated from time to time by resolution of their respective boards, provided that notice of such designation shall be entered upon the public record and communicated to the members of GSIA SCE. The registered seat of the Membership Organisation shall be within the European Union, initially

in the Kingdom of Sweden, and may be transferred in accordance with applicable cooperative law and with the prior consent of the competent organ of the Alliance. Each entity enjoys full legal personality, including capacity to contract, to hold assets, to sue and be sued, and to perform all acts necessary to pursue the purposes and exercise the powers conferred by this Charter and applicable law.

This tripartite structure shall be given effect through a Group Coordination Agreement, Service Level Agreements, and Licensing Instruments that define internal roles, ring-fence public-interest functions, and preserve separation between standards-setting, execution, and assurance. In case of conflict between private corporate instruments and this Charter in matters affecting the rights of members or beneficiaries, this Charter shall prevail within the limits permitted by applicable law.

## Chapter 2. Purposes and Powers

The purposes of GSIA are public-interest in nature and shall be pursued without derogation from the sovereignty of its State members, the autonomy of RECs, and the functional mandates of Hybrid RECs. The Alliance exists to enable the lawful, verifiable, and timely implementation of programs that advance social equity and sustainable development, to uphold fiduciary integrity and environmental and social safeguards, and to transfer operational control to competent public institutions through structured domestication once readiness thresholds are credibly attained.

To that end, GSIA shall establish and promulgate normative instruments, standards, and protocols; convene and govern a membership body comprising States, RECs, and Hybrid RECs; accredit implementation partners, auditors, and validators; and operate a governance-as-a-service platform, including Flowhub Trio Plus, through which eligible projects may be provisionally executed under custodianship when a requesting member lacks institutional eligibility, provided that domestication plans and safeguards are in force. The Alliance shall advance capacity building and knowledge transfer for its members, align programs to recognised development frameworks, and maintain monitoring, evaluation, and learning architectures that render performance verifiable.

In furtherance of these purposes, GSIA—acting through its organs and corporate vehicles—shall have the powers to adopt binding standards upon members in respect of programs admitted to custodianship or certification; to enter into contracts and cooperative arrangements with public and private entities; to administer funds, receive grants, subscriptions, and service fees; to establish reserves and fiduciary controls; to create and dissolve committees and advisory panels; to acquire, license, and protect intellectual property; and to take all lawful measures necessary or incidental to the exercise of its functions. The Alliance shall not distribute profits derived from custodial public-interest operations to private shareholders; any surplus generated by such operations shall be reserved for programmatic purposes, risk buffers, and capacity-building consistent with this Charter and applicable law.

The Holding Company shall exercise strategic stewardship, the Operating Company shall execute day-to-day functions pursuant to service mandates and within the confines of Alliance standards and oversight, and the Membership Organisation shall constitute the democratic locus of decision-making on member rights and obligations. No organ or corporate vehicle shall exercise powers reserved to another except as expressly authorised by this Charter and by duly executed instruments that preserve separation of functions and prevent conflicts of interest.

## Chapter 3. Membership Classes and Admissions

Membership in GSIA is open to public-mandate entities that act, whether by law or by function, at national or regional scale and that undertake to comply with this Charter, the Membership Statute, and the standards and oversight of the Alliance. For the purposes of this Charter, three classes of membership are recognised. States are internationally recognised sovereign governments or their designated public authorities competent to enter into programmatic and fiduciary undertakings. Regional Economic Communities (RECs) are intergovernmental or treaty-based formations vested with integration or coordination mandates across multiple States. Hybrid RECs are non-sovereign regional entities that demonstrably deliver regional public goods, convene cross-border programs, and interface credibly with public finance and regulatory requirements under transparent governance and accountability arrangements.

Admissions shall proceed by application addressed to the Secretariat in the form prescribed by the Membership Statute. Each application shall include evidence of legal status or functional mandate, a declaration of adherence to Alliance standards and compliance provisions, disclosures of relevant fiduciary and governance systems, and, where applicable, an expression of interest to access Flowhub Trio Plus custodianship or certification. The Secretariat shall conduct due diligence and prepare an admissions report containing findings on eligibility and recommendations. The competent organ of the Alliance shall decide on admissions by the voting rules established in this Charter, and may attach conditions where necessary to safeguard the integrity of the Alliance and the interests of beneficiaries.

Upon admission, members shall enter into a Membership Agreement binding them to the Charter, standards, compliance and ethics provisions, publication rules, and applicable financial arrangements. Members shall enjoy rights to participate in the organs of the Alliance, to propose and sponsor programs for custodianship or certification, to receive standards guidance and capacity-building support, and to exercise voting rights in accordance with their class as provided in this Charter. Members shall assume obligations to pay subscriptions and fees as assessed, to comply with fiduciary, safeguards, and data protection requirements in relation to programs within the Alliance perimeter, to cooperate with audits, validations, and investigations, and to implement domestication plans in good faith where custodianship is granted.

Suspension, limitation of rights, or termination of membership may be imposed for material breaches, including persistent non-compliance, misrepresentation, impairment of safeguards, or non-payment of assessed contributions, subject to due process, proportionality, and access to appeal before the organ designated in this Charter. Withdrawal shall be effected by written notice and shall not prejudice accrued obligations or the continuation of safeguards and fiduciary controls over programs until orderly handover or wind-down is achieved. Observer and partner modalities may be established by by-law for entities that support the purposes of the Alliance without assuming full membership, provided that such modalities shall not dilute the rights of members or the integrity of decision-making.

## Chapter 4. Organs of the Alliance

The Alliance shall act through organs constituted to preserve the separation of normative, executive, and assurance functions and to ensure that no single class of member may predominate in matters of constitutional import. The organs are: the General Assembly, the Council of Members, the Standards and Compliance Board, the Independent Audit and Ethics Committee, and the Secretariat. Advisory and subsidiary bodies may be established by resolution where necessary to discharge specialised functions, provided that they shall not derogate from the authority of the foregoing organs.

The General Assembly is the plenary organ of the Membership Organisation and is composed of all members in good standing. It is vested with residual and foundational authority to adopt and amend this Charter and the principal by-laws, to determine the existence and scope of membership classes, to approve the creation or dissolution of principal organs, and to consider appeals from decisions of lower organs where so provided. It shall convene in ordinary session at least once per annum and in extraordinary session upon call by the Council of Members or upon the requisition of a qualified proportion of the membership as set forth in the by-laws. It may act in session or by written procedure under conditions safeguarding deliberation, quorum, and record.

The Council of Members is the policy-making organ responsible for admissions and suspensions, standards adoption upon proposal of the Standards and Compliance Board, approval of annual work programmes and budgets, authorisation of custodianship instruments under Flowhub Trio Plus, and the conclusion of partnership instruments with external entities. The Council is bicameral. A State Chamber is composed of representatives duly mandated by State members. A Regional Chamber is composed of representatives duly mandated by Regional Economic Communities and Hybrid RECs; where a matter affects only one class within the Regional Chamber, the affected class shall vote separately. The Council shall adopt its rules of procedure, including modalities for joint sittings, written procedures, and publication of decisions.

The Standards and Compliance Board is the normative organ mandated to promulgate, maintain, and periodically revise fiduciary, procurement, ESG, data protection, and MEL standards; to issue interpretative notes; and to conduct second-line oversight reviews of compliance performance. Members of the Board shall be appointed by the Council of Members upon nominations that safeguard expertise, diversity of perspective, and independence from executive functions. Membership on the Board is incompatible with service in the Secretariat or in line management of custodianship operations. The Board shall coordinate with the Independent Audit and Ethics Committee to ensure coherence between ex-ante standards and ex-post assurance.

The Independent Audit and Ethics Committee is the assurance organ charged with commissioning and overseeing external financial, operational, and performance audits; investigating alleged misconduct, conflicts of interest, fraud, or corruption; administering the ethics and whistleblower regimes; and recommending sanctions or remedial measures to the competent organ. It shall report directly to the Council of Members and, for matters of constitutional gravity, to the General Assembly. Its members shall be appointed under criteria of independence, probity, and technical competence. The Committee shall have unimpeded access to records, systems, and personnel, subject only to lawful safeguards for personal data and privileged information as defined by adopted policy.

The Secretariat is the executive organ of the Alliance, acting as the operational arm of the Membership Organisation and, where so mandated, contracting service delivery with GSIA AB. It shall execute custodianship instruments, administer programs and portfolios, manage accreditation of implementation partners and validators, operate the MEL system, oversee fiduciary administration and procurement in accordance with adopted standards, and prepare draft budgets, work plans, and reports for consideration by the Council. The Secretariat shall maintain institutional records, registers, and information systems in conformity with the Data Protection and Digital Trust Policy. Its leadership and structure are defined in Chapter 6.

Organs shall conduct their business in accordance with adopted rules of procedure that provide for quorum, recusal for conflicts, minute-keeping, classification and publication of decisions, and language and modality of meetings. No organ may assume powers reserved to another, save where expressly

delegated by instrument specifying scope, duration, and accountability. Where the actions of corporate vehicles within the GSIA group touch upon the rights of members or beneficiaries, they shall be aligned to, and constrained by, resolutions of the organs acting within their competences.

## Chapter 5. Voting and Decision-Making Rules

Decisions of the organs shall be taken in accordance with rules designed to secure legitimacy, balance among membership classes, efficiency of administration, and transparency of record. The General Assembly shall decide on constitutional matters—adoption and amendment of the Charter; creation or dissolution of principal organs; alteration of membership classes; approval of dissolution—by concurrent qualified majorities, requiring not less than two-thirds of votes cast in the State Chamber and two-thirds of votes cast in the Regional Chamber sitting jointly for this purpose, with each chamber voting separately and concurrence recorded. For other matters within its competence, the General Assembly shall decide by simple majority of votes cast in each chamber unless the by-laws prescribe a higher threshold.

The Council of Members shall decide policy and operational questions by majorities calibrated to their gravity. Standards adoption and amendment, authorisation of Flowhub Trio Plus custodianship instruments, approvals of annual budgets and work programmes, and admissions or suspensions shall require concurrent simple majorities in the State Chamber and the Regional Chamber, unless a higher threshold is prescribed by the standards policy or Membership Statute. Matters confined to a single class within the Regional Chamber shall be decided by that class alone, applying the threshold for comparable matters within the Council. Routine administrative matters of the Council may be decided by simple majority of votes cast in joint sitting, provided that neither chamber registers a formal objection under its rules; in the event of objection, separate chamber votes shall be taken.

Voting weights within each chamber shall be determined by by-law, applying principles of parity among States and of functional parity among RECs and Hybrid RECs. Weighted voting may be adopted within a chamber for narrowly specified financial decisions—such as subscriptions and extraordinary calls—by reference to objective metrics (for example, income bands or assessed contribution bands), provided that no member's vote shall exceed a cap preserving the deliberative character of the chamber. Tie-break mechanisms shall be specified by the rules of procedure and may include: remand of the question to a joint committee for a reasoned recommendation; a second vote after a cooling-off period; or referral to the General Assembly where constitutional interpretation is implicated.

Organs may act by written procedure for matters not requiring debate or where urgency is certified by the presiding officer and confirmed under the rules; written procedures shall specify the text of the proposed resolution, the time limits for response, and the consequence of non-response. Silence shall not be deemed consent unless expressly so provided in the initiating notice and only for matters eligible for such modality. Quorum shall consist of a majority of members entitled to vote in each chamber for chamber votes, and of a majority of the aggregate membership for joint sittings, unless higher quorum is prescribed.

Conflicts of interest shall be governed by a mandatory recusal regime. Representatives shall disclose any personal or institutional interest that could reasonably be perceived to affect impartiality; such disclosure and any recusal shall be recorded in the minutes. Decisions shall be reasoned, recorded, and, subject to lawful confidentiality constraints, published in a register accessible to members and, for specified categories, to the public. Appeals shall lie to the General Assembly or to a designated

appellate panel for categories of decisions and under procedures defined by by-law, without suspensive effect unless so ordered.

## Chapter 6. Secretariat and Executive Functions

The Secretariat is the executive authority of the Alliance and shall be headed by a Secretary-General (or such title as the Council may determine) appointed by the Council of Members upon a concurrent qualified majority of both chambers for a fixed term, renewable once. The Secretary-General shall be removable for cause by the same threshold. The Secretary-General is accountable to the Council and shall submit periodic reports on operations, compliance, risk, finance, and performance, and an annual statement on domestication progress across custodianship portfolios.

The Secretariat shall be organised into directorates or departments corresponding to its functions, which include: program governance and portfolio management; fiduciary administration and procurement; environmental, social, and inclusion safeguards; monitoring, evaluation, and learning; digital trust, cybersecurity, and data protection; legal affairs and compliance liaison; accreditation and partner management; strategy and partnerships; and corporate services including human resources, facilities, and internal services. An Internal Audit Unit shall be established within the Secretariat for first-line assurance and continuous improvement, functionally reporting to the Independent Audit and Ethics Committee and administratively to the Secretary-General, with safeguards to preserve independence of judgment.

Execution of day-to-day functions may be performed by GSIA AB under a service mandate from the Membership Organisation, memorialised in a Service Level Agreement that defines scope, standards, performance indicators, information rights, disclosure obligations, pricing and cost-recovery rules, and termination provisions. The Service Level Agreement shall ensure that public-interest operations are ring-fenced; that no profit distribution from custodial public-interest operations is made to private shareholders; and that any surplus is applied to programmatic reserves, risk buffers, and capacity-building consistent with this Charter. Intellectual property necessary for operations, including Flowhub Trio Plus, shall be licensed by the Holding Company on terms that preserve Alliance control over standards and assure continuity of service.

The Secretariat shall operate Flowhub Trio Plus under custodianship instruments authorised by the Council, ensuring that fiduciary controls, procurement integrity, and safeguards are applied as adopted by the Standards and Compliance Board and subject to assurance by the Independent Audit and Ethics Committee. It shall administer program bank accounts and financial systems with segregation of duties, dual approvals, and contemporaneous records; conduct procurement in accordance with approved rules; maintain beneficiary and vendor verification systems; and ensure that data processing complies with the Data Protection and Digital Trust Policy, including identity and access management, logging and audit trails, encryption, and lawful cross-border data transfer. It shall maintain comprehensive records of decisions, contracts, and operational files to evidentiary standards sufficient for audit, investigation, and judicial or administrative review where applicable.

The Secretariat shall prepare draft annual budgets and work programmes for Council approval; propose admissions and suspensions upon completion of due diligence; recommend standards updates to the Standards and Compliance Board on the basis of operational learning; and propose domestication benchmarks and handover plans for each custodianship portfolio. It shall manage conflicts of interest through mandatory disclosures, staff rotation policies for sensitive functions, and ineligibility rules for personnel and contractors, and shall enforce a whistleblower protection regime consistent with the

Compliance and Ethics Provisions. Remuneration of Secretariat personnel shall be governed by scales adopted by the Council, designed to attract and retain competence while respecting the public-interest nature of the Alliance and prohibiting performance incentives that could compromise safeguards or fiduciary integrity.

In emergencies or circumstances of urgent risk to beneficiaries, assets, or data, the Secretariat may take interim protective measures within defined authority limits, including suspension of disbursements, activation of continuity plans, or isolation of systems, provided that it immediately notifies the Council and submits the measures for ratification or further instruction. The Secretariat shall not enter into commitments that bind the Alliance beyond the scope of approved instruments or budgets, save where indispensable to protect beneficiaries or comply with law, in which case it shall seek retroactive approval at the earliest opportunity.

Through these arrangements, the Secretariat functions as a disciplined, auditable executive capable of delivering programs under custodianship while transferring systems, methods, and decision disciplines to public institutions pursuant to domestication plans approved by the Council.

## Chapter 7. Compliance and Ethics Provisions

The Alliance shall maintain a comprehensive compliance and ethics regime designed to uphold fiduciary integrity, prevent corruption, safeguard environmental and social standards, and protect the rights and dignity of all persons affected by its operations. Compliance is a non-derogable obligation binding upon all members, organs, personnel, contractors, and accredited partners. It encompasses adherence to the Charter, the Compliance and Ethics Code, fiduciary and procurement standards, ESG safeguards, data protection rules, and all applicable laws and international norms.

The Compliance and Ethics Code shall articulate principles of legality, transparency, accountability, impartiality, and respect for human rights. It shall prohibit bribery, fraud, collusion, coercion, and obstruction of audits or investigations. It shall require disclosure of conflicts of interest, both actual and perceived, and impose mandatory recusal where impartiality could reasonably be questioned. The Code shall establish a whistleblower protection regime guaranteeing confidentiality, immunity from retaliation, and timely investigation of reports. It shall provide for grievance redress mechanisms accessible to beneficiaries and stakeholders, with defined service standards and escalation pathways.

Compliance oversight shall operate on three lines. The first line consists of operational controls embedded in the Secretariat and Flowhub Trio Plus, including segregation of duties, dual approvals, and contemporaneous record-keeping. The second line is exercised by the Standards and Compliance Board through thematic reviews, compliance monitoring, and issuance of interpretative guidance. The third line is assurance by the Independent Audit and Ethics Committee, which commissions external audits, conducts investigations, and recommends sanctions. Sanctions shall be proportionate to severity and recurrence, ranging from corrective action plans and enhanced supervision to suspension of custodianship rights, limitation of voting privileges, or termination of membership. Appeals shall lie to the General Assembly or to an appellate panel constituted by by-law.

Ethics obligations extend to all persons acting under the Alliance's authority. Personnel shall sign declarations of adherence to the Code and submit periodic conflict-of-interest disclosures. Contractors and accredited partners shall incorporate compliance clauses in their agreements, subjecting them to audit and sanctions for breach. Training in compliance and ethics shall be mandatory for all staff and offered to members as part of capacity-building programs. Publication rules shall require disclosure of

compliance findings, sanctions imposed, and remedial measures, balancing transparency with lawful confidentiality and data protection requirements.

Through these provisions, GSIA institutionalises integrity as a structural condition of governance, ensuring that custodianship and capacity-building proceed under verifiable standards and that public trust is preserved.

## Chapter 8. Financial Arrangements and Subscriptions

The financial architecture of the Alliance shall be grounded in principles of sustainability, equity, transparency, and non-profitability in respect of custodial public-interest operations. The Alliance shall maintain distinct financial streams for (i) membership subscriptions and assessed contributions, (ii) programmatic funds under custodianship, and (iii) operational budgets for the Secretariat and organs. Commingling of funds across these streams is prohibited, save where expressly authorised for cost-recovery under documented instruments and subject to audit.

Membership subscriptions shall be assessed in accordance with a scale adopted by the Council of Members upon recommendation of the Finance Committee, applying objective criteria such as income classification, GDP bands, or population tiers, with provision for waivers or reductions for least-developed countries and fragile contexts. Subscriptions shall be payable annually and shall constitute a condition of good standing. Extraordinary calls may be levied for constitutional purposes upon qualified majority approval, subject to caps and equitable distribution rules.

Programmatic funds shall include grants, co-financing contributions, and service fees associated with Flowhub Trio Plus custodianship. Such funds shall be held in segregated accounts, administered under fiduciary controls adopted by the Standards and Compliance Board, and audited by independent external auditors under the oversight of the Independent Audit and Ethics Committee. Disbursements shall follow approved budgets and procurement plans, with contemporaneous documentation and dual authorisations. Any surplus arising from custodial operations shall be applied exclusively to programmatic reserves, risk buffers, and capacity-building, and shall not be distributed to private shareholders or members.

The operational budget of the Secretariat and organs shall be financed from membership subscriptions, service fees for governance functions, and voluntary contributions, subject to acceptance criteria ensuring independence and avoidance of conflicts of interest. The budget shall be proposed annually by the Secretariat, reviewed by the Finance Committee, and approved by the Council of Members under the voting rules prescribed in this Charter. Financial statements shall be prepared in accordance with internationally recognised accounting standards, published annually, and subjected to external audit. Interim financial reports shall be submitted to the Council on a quarterly basis.

The Alliance shall maintain a Financial Regulations Manual detailing procedures for budgeting, accounting, treasury management, procurement, asset management, and internal controls. It shall establish a Liquidity and Risk Reserve to ensure continuity of operations and to absorb shocks arising from delayed contributions or unforeseen contingencies. Investment of reserves shall be limited to low-risk instruments consistent with public-interest fiduciary duties and approved by the Council. Borrowing shall be prohibited except for short-term liquidity support under conditions defined by by-law and subject to prior authorisation by qualified majority.

Through these arrangements, GSIA ensures that its financial operations are lawful, auditable, and aligned to its public-interest mandate, providing confidence to members, beneficiaries, and financing partners.

## Chapter 9. Amendments and Dissolution

Amendments to this Charter shall be effected only in accordance with procedures designed to preserve legality, institutional continuity, and the balanced representation of member classes. Proposals to amend may originate from the Council of Members acting by the thresholds applicable to constitutional questions, from the Standards and Compliance Board on matters within its remit, or from a qualified proportion of the membership as specified by by-law. Any proposal shall be circulated with a reasoned memorandum, the draft text, and a legal conformity note addressing coherence with the constitutive instruments of the Alliance and the laws governing GSIA SCE, GSIA Holding Aktiebolag, and GSIA AB.

Adoption of amendments requires concurrent qualified majorities recorded separately in the State Chamber and the Regional Chamber sitting for this purpose, and subsequent confirmation by the General Assembly under the same threshold. Amendments that affect the rights, obligations, or representation of a single class within the Regional Chamber shall additionally require a majority within that class. No amendment shall retroactively impair vested rights, lawfully acquired contractual interests, or ring-fenced beneficiary protections attached to custodial programs.

Upon adoption, amendments shall enter into force on the date specified in the amendment instrument, following authentication by the presiding officers of the two chambers and attestation by the Secretary-General. Where the amendment necessitates concordant changes to the by-laws, standards, or group corporate instruments, those changes shall be prepared and adopted through expedited procedures so that the legal order remains coherent. In case of conflict between private corporate instruments and this Charter in matters affecting member rights or public-interest functions, this Charter shall prevail to the fullest extent permitted by applicable law.

Interpretation of this Charter shall be governed by a reasoned-decision practice. The Council of Members may issue interpretative decisions upon request of an organ or member, taking into account the objects and purposes of the Alliance and the separation of functions. Interpretative decisions of constitutional gravity may be referred to the General Assembly. Severability applies: if any provision is held invalid or unenforceable under applicable law, the remaining provisions shall continue in force, and the organs shall adopt a conforming replacement provision consistent with the original intent.

The Alliance may be dissolved only upon a determination by the General Assembly that its purposes can no longer be achieved by lawful means or that dissolution is required by supervening legal circumstances. Dissolution requires concurrent qualified majorities recorded in both chambers and a dissolution plan setting out wind-down timelines, the disposition of assets, the treatment of liabilities, and the protection of beneficiaries and data. Dissolution of GSIA SCE, GSIA Holding Aktiebolag, and GSIA AB shall be undertaken in conformity with their governing laws and with this Charter.

In dissolution, programmatic funds and assets held under custodianship are not part of the distributable estate. They shall be transferred, subject to donor and contractual terms, to competent public authorities or to public-interest trusts or agencies designated by the Council to continue the programs under equivalent safeguards, or, where transfer is not feasible, returned pro rata to funders in accordance with governing agreements. Intellectual property necessary for ongoing beneficiary protection, including methods and data schemas, shall be licensed on a royalty-free basis to the designated public-interest successor for the limited purpose of continuation.

Residual assets of the Membership Organisation, after satisfaction of lawful obligations and reserves for contingent claims, shall be dedicated exclusively to public-interest purposes aligned with the objects of the Alliance and shall not inure to private benefit. The Council shall constitute a Liquidation Committee with representatives from both chambers and independent fiduciary expertise to supervise wind-down, ensure record preservation, conclude audits, and prepare a final report for publication. Obligations relating to data protection, confidentiality, whistleblower protections, and post-employment restrictions shall survive dissolution for the periods prescribed by policy or law.

## Chapter 10. Transitional Clauses

This Charter enters into force upon adoption by the General Assembly under the thresholds prescribed for constitutional matters. From that date, the Alliance shall operate under the following transitional arrangements to ensure orderly establishment, legal continuity, and uninterrupted beneficiary protection.

Interim governance shall be exercised by a Provisional Council constituted from representatives of both chambers, with powers limited to seating organs, adopting essential by-laws, approving the initial Service Level Agreement between GSIA SCE and GSIA AB, and authorising a limited number of pilot custodianship instruments. The Provisional Council shall expire automatically upon the inaugural convening of the Council of Members and General Assembly in ordinary session as prescribed by this Charter.

Existing programs, contracts, and arrangements intended for onboarding into the Alliance shall be aligned through conversion instruments that transpose applicable safeguards, fiduciary controls, data protection obligations, and publication rules without interrupting lawful services. During conversion, ring-fencing of funds and records is mandatory. Where contractual novation is required, such novation shall be executed with the consent of counterparties and with explicit continuity of beneficiary protections.

Initial appointments shall be made as follows. The Secretary-General shall be appointed by the Provisional Council for an initial term not exceeding the ordinary term by more than one year, to allow continuity through the establishment phase. Members of the Standards and Compliance Board and the Independent Audit and Ethics Committee shall be appointed for staggered terms to prevent simultaneous turnover. Interim internal regulations governing conflicts of interest, disclosures, and whistleblower protections shall take immediate effect and shall be superseded by the adopted Compliance and Ethics Code upon its promulgation.

Financial transitions shall follow a sequenced plan. A provisional subscriptions scale shall apply for the first fiscal year, subject to subsequent adjustment by the Council upon recommendation of the Finance Committee. Programmatic funds accepted during the transitional period shall be held in segregated accounts under interim fiduciary controls equivalent in substance to those envisaged by the standards, with external audit mandated from inception. The Liquidity and Risk Reserve shall be constituted gradually, with minimum thresholds defined by by-law.

Data and digital transitions shall comply with the Data Protection and Digital Trust Policy. Legacy data relevant to onboarded programs shall be inventoried, classified, and migrated to secure environments with auditable chain-of-custody. Identity and access management, logging, encryption, and cross-border transfer controls shall be operational before any personal or sensitive data is processed under Alliance authority. Any temporary derogation strictly necessary to ensure continuity of



beneficiary services must be reasoned, time-bound, approved by the Provisional Council, and reported to the Independent Audit and Ethics Committee.

Transitional voting modalities shall apply where chambers are incompletely constituted. Until each chamber reaches quorum as defined by by-law, the Provisional Council may take necessary and proportionate decisions to seat organs, adopt essential instruments, and authorise pilots, provided that both State and Regional representatives concur and that such decisions are subject to ratification at the earliest ordinary session. No decision taken under transitional authority may alter membership classes, diminish safeguards, or allocate residual assets.

A scheduled review shall occur no later than twelve months after entry into force, at which time the Council of Members shall assess the effectiveness of the transitional arrangements, confirm or adjust the subscriptions scale, validate the standards suite, and set any residual deadlines for full compliance. Transitional provisions shall sunset automatically upon completion of the milestones specified herein, without prejudice to survival of obligations relating to fiduciary controls, safeguards, data protection, and publication rules.

Through these transitional clauses, the Alliance secures a lawful and orderly establishment, preserves public-interest protections from inception, and converts legacy arrangements into the constitutional architecture defined by this Charter.