



This Charter provides the framework for the operation of ASGARD, the mother Realm of Iron Thunder Motorcycle Club Incorporated. It reflects ASGARD's unique status under the Constitution: ASGARD is not a separate affiliated legal entity and, for all intents and purposes, is the Society itself.

The Charter is intended to regulate ASGARD as an internal organisational and operational identity of the Society without creating a second governance structure, separate legal personality or separate membership body. It nevertheless permits ASGARD to raise and maintain separately identified Realm funds so that monies contributed or raised for ASGARD are clearly distinguished from the Society's general funds and are applied for ASGARD purposes in accordance with this Charter and the Constitution.

ARTICLE I: INTRODUCTION, STATUS AND PURPOSE

1. Name and Purpose

- a. This document serves as the Realm Charter (the "Charter") for ASGARD, formally referred to as ITMC-NZ-ASGARD ("ASGARD"), the mother Realm of Iron Thunder Motorcycle Club Incorporated, Incorporation Number 50030860 (the "Society" or "ITMC-NZ").
- b. ASGARD operates in accordance with the Constitution and Rules of Iron Thunder Motorcycle Club Incorporated (the "Constitution"), as filed with the New Zealand Register of Incorporated Societies and amended from time to time.
- c. The purpose of ASGARD is to provide the Society's mother Realm identity and a Realm allocation for Society members who are not allocated to another Realm, while supporting the Society's objectives, activities, traditions and member participation.

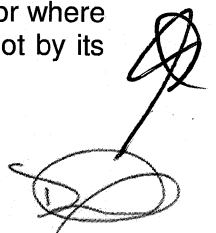
2. Legal and Organisational Status

- a. ASGARD is not a separate incorporated society, company, trust, partnership, branch legal entity, or other body having legal personality distinct from the Society.
- b. For all intents and purposes ASGARD is the Society. Any act properly undertaken for ASGARD by the Society or by a person authorised by the Society is an act of the Society.
- c. Nothing in this Charter creates a separate legal relationship between ASGARD and the Society, or gives ASGARD authority independent of the Society.

ARTICLE II: RELATIONSHIP WITH THE SOCIETY AND OTHER REALMS

1. Pre-eminent Authority of the Society

- a. The Society remains the pre-eminent authority. ASGARD is subject at all times to the Constitution, all valid Society rules, regulations, procedures and policies, and lawful decisions of the Society Executive.
- b. Where the Constitution applies a provision to Realms generally, that provision applies to ASGARD to the extent appropriate to ASGARD's status as the Society itself.
- c. Where the Constitution expressly distinguishes ASGARD from other Realms, or where a provision concerning the separate legal personality of another Realm cannot by its





nature apply to ASGARD, that provision shall be applied subject to the specific provisions of the Constitution governing ASGARD.

2. Relationship with Other Realms

- a. Other Realms are affiliated chapters of the Society and, where required by the Constitution, operate through separate legal entities. ASGARD does not operate as an affiliated entity alongside them; it is the Society's mother Realm.
- b. Nothing in ASGARD's status limits the rights of a Society member allocated to another Realm to participate in the governance of the Society in accordance with the Constitution.
- c. ASGARD shall not exercise control over the internal affairs of another Realm except through powers expressly vested in the Society or the Society Executive by the Constitution, a Realm Charter, or other lawful authority.

ARTICLE III: LEADERSHIP AND GOVERNANCE

1. ASGARD Executive

- a. The Society Executive is, by default, also the Executive of ASGARD and satisfies the requirement for ASGARD to have a Realm Committee. A delegation of one or more ASGARD roles or responsibilities in accordance with the Constitution does not of itself displace the Society Executive as the Executive of ASGARD or limit its overall responsibility for governance.
- b. The Society President, Treasurer and Secretary respectively fulfil the corresponding minimum Realm Committee functions of ASGARD President, ASGARD Treasurer and ASGARD Secretary, together with the other Society Executive members acting collectively as the ASGARD Executive.
- c. Society Officers are elected, hold office, cease office and fill vacancies solely in accordance with the Constitution. There shall be no separate election of an ASGARD Executive while the Society Executive performs that function.
- d. Where the Constitution permits a Society Executive position to be held by a member who is not allocated to ASGARD, that Officer remains a member of the Society Executive and therefore participates in the ASGARD Executive by virtue of that office.

2. Delegation of ASGARD Roles

- a. The Society Executive may, by simple majority resolution, delegate one or more ASGARD roles or responsibilities to eligible ASGARD members on such terms as the Executive determines, including the scope, duration, authority, reporting requirements and any limits on expenditure or decision-making.
- b. A person receiving an ASGARD delegation does not thereby become an Officer of the Society, a member of the Society Executive, or acquire any authority reserved to the Society Executive or Society membership under the Constitution.
- c. The Society Executive may amend or revoke an ASGARD delegation at any time by resolution, subject to the Constitution.
- d. No delegation limits or transfers the Society Executive's overall responsibility for the governance of ASGARD or the Society.

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ARTICLE IV: MEMBERSHIP AND REALM ALLOCATION

1. ASGARD Membership

- a. Every member of ASGARD is a member of the Society. ASGARD membership is an allocation within the Society and is not a separate membership of another legal entity.
- b. Any Society member who is not currently allocated to another Realm is, for all purposes of the Constitution, a member of ASGARD in addition to being a member of the Society.
- c. A member may belong to only one Realm at any time. A member's allocation to ASGARD does not create additional Society voting rights or membership status beyond those provided by the Constitution. ASGARD may, however, impose an ASGARD Realm Levy in addition to the ITMC-NZ Member Levy and other Society fees, in accordance with Article VI of this Charter and the Constitution.
- d. Wearing the ASGARD Realm badge is at the discretion of the member, subject to the Constitution and any requirements governing the Society's Front Set and regalia.

2. Transfers and Allocation

- a. A Society member accepted into and allocated to another Realm ceases to be allocated to ASGARD from the effective date recorded by the Society Secretary.
- b. A Society member who ceases to be allocated to another Realm, but remains a member of the Society, automatically becomes a member of ASGARD unless and until allocated to another Realm.
- c. The Society Secretary shall maintain the Society's membership records so that each member's current Realm allocation is identifiable.
- d. Any process for transfer into another Realm remains subject to the Constitution, the receiving Realm's governing documents and Charter, and any transfer procedure validly adopted by the Society Executive.

3. Membership Rights and Obligations

- a. Classes of membership, eligibility, promotion, voting rights, fees, sabbaticals, resignation, rejoining, discipline and all other membership rights and obligations are governed by the Constitution.
- b. A Society member allocated to another Realm retains all rights attaching to their Society membership, including attendance and voting rights at Society meetings where entitled under the Constitution. Such rights are not ASGARD membership rights and are not restricted by the member's Realm allocation.

ARTICLE V: MEETINGS, VOTING AND ACTIVITIES

1. Meetings

- a. Because ASGARD is the Society, the Society's Members' Meetings, Annual General Meetings and Special General Meetings constitute the formal meetings through which ASGARD and the Society are ordinarily governed. The Society Executive may also convene a separate ASGARD meeting where an ASGARD-specific decision is required, including a decision concerning the ASGARD Realm Levy, ASGARD Funds or other matters expressly reserved to ASGARD members by this Charter.

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b. Separate ASGARD meetings

Where a separate ASGARD meeting is convened under clause 1.a:

- i. not less than seven (7) days' notice of the meeting shall be given to ASGARD members, stating the date, time and place or method of attendance and, so far as practicable, the business to be considered;
 - ii. a quorum shall consist of not less than fifty-one percent (51%) of current ASGARD Full Members whose membership entitlements are not suspended under the Constitution, attending personally;
 - iii. for the purposes of determining attendance and quorum, "attending personally" shall have the same meaning as under the Constitution, including participation by real-time electronic communication where the member can hear, be heard and participate in the meeting;
 - iv. only current ASGARD Full Members who are entitled to vote under the Constitution may vote on an ASGARD-specific matter;
 - v. each eligible ASGARD Full Member shall have one deliberative vote, subject to the Constitution and this Charter; and
 - vi. subject to the specific provisions of this Charter, the procedural provisions of the Constitution relating to chairing, proxies, electronic participation, voting, conduct of meetings and minutes shall apply to a separate ASGARD meeting with such modifications as are necessary to reflect that the meeting is a meeting of ASGARD members rather than a general meeting of the Society.
- c. A separate ASGARD meeting may exercise only those ASGARD-specific powers expressly conferred by this Charter or the Constitution. It may not exercise any power reserved by the Constitution to the Society, the Society membership generally, a General Meeting, or the Society Executive.
- d. Except where this Charter expressly provides otherwise for a separate ASGARD meeting, notice, attendance, quorum, voting, proxies, electronic participation, chairing, minutes and all other formal meeting procedures for Society Members' Meetings, Annual General Meetings and Special General Meetings shall be governed by the Constitution.
- e. The Society Secretary shall maintain the minutes and records of formal Society and ASGARD governance meetings. There is no requirement to create or forward duplicate records merely because the meeting also concerns ASGARD.

2. Activities

- a. ASGARD may organise and participate in rides, charitable activities, fundraising, social events, community engagement and other activities that further the objectives and values of the Society.
- b. An activity undertaken in the name of ASGARD is an activity of the Society and must be authorised and conducted in accordance with the Constitution and any applicable Society rules, procedures, policies or Executive directions.
- c. ASGARD has no separate authority to enter into contracts, incur liabilities, borrow money, employ or engage persons, acquire or dispose of property, or otherwise bind the Society except through persons authorised to do so on behalf of the Society.



3. Annual ASGARD Rides

- a. ASGARD shall be responsible for organising and conducting the following two annual Society rides:
 - i. Thunder Run, generally to be held on the first Saturday in November each year; and
 - ii. Dice Run, generally to be held on the first Saturday in March each year.
- b. The dates referred to above are the intended annual dates. The ASGARD Executive may vary the date of either event where reasonably necessary or desirable having regard to operational requirements, venue availability, weather, safety, other events, or any other relevant circumstances.
- c. The organisation and conduct of each ride shall be undertaken by ASGARD in accordance with the Constitution, any applicable Society event rules, policies and procedures, and any requirements determined by the Society Executive.
- d. ASGARD may appoint or establish an event organiser, organising committee or other group of ASGARD members to manage either ride. Any such appointment or delegation remains subject to the authority of the ASGARD Executive and does not confer authority to bind the Society except to the extent expressly authorised.

ARTICLE VI: FINANCIAL AND PROPERTY ARRANGEMENTS

1. ASGARD Realm Levy and Separate Funds

- a. In addition to the ITMC-NZ Member Levy and any other fees payable to the Society, ASGARD may set and collect a separate levy from ASGARD members (the "ASGARD Realm Levy"), as permitted for Realms under the Constitution.
- b. The amount, frequency, commencement date, membership classes to which it applies, and any specific purpose of the ASGARD Realm Levy shall be determined by a simple majority of ASGARD Full Members voting on the matter. The vote may be taken at a Society Members' Meeting at which the ASGARD vote is separately recorded, or at a separate ASGARD meeting convened for that purpose. Reasonable notice of the proposed levy or change to the levy must be given to ASGARD Full Members before the vote.
- c. The ASGARD Realm Levy, together with fundraising proceeds, donations, activity income and other money expressly raised, received or allocated for ASGARD purposes, shall constitute "ASGARD Funds". Society-wide membership levies, joining fees, general fundraising receipts and other money not expressly attributable to ASGARD are "Society General Funds" and are not ASGARD Funds.
- d. ASGARD Funds shall be kept separate from Society General Funds. They shall be held in a dedicated bank account or other separately identifiable banking facility in the legal name of the Society and clearly designated for ASGARD, and shall be separately recorded in the Society's accounting records. Society General Funds shall not be deposited to that account except for an amount properly payable or allocated to ASGARD.
- e. Opening balance on adoption

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On adoption of this Charter, the Society Executive shall determine and record, with the approval of a simple majority of ASGARD Full Members voting on the matter, the opening balance, if any, to be designated as ASGARD Funds.

No Society funds held or received before the adoption of this Charter shall be treated as ASGARD Funds unless expressly identified and approved as part of that opening balance.

f. Investment of ASGARD Funds

Any ASGARD Funds invested pursuant to the Constitution shall remain separately identifiable as ASGARD Funds.

Any income, interest, gain or loss attributable to that investment shall be credited or debited to ASGARD Funds accordingly and separately recorded in the Society's accounting records.

g. ASGARD Funds are ring-fenced for ASGARD purposes and shall not be treated as available Society General Funds. Subject to the Constitution and applicable law, they shall not be applied for the general expenses of the Society, for another Realm, or for any other non-ASGARD purpose unless:

- i. such application is required by the Constitution or applicable law; or
- ii. it is expressly approved by a simple majority of ASGARD Full Members voting on the matter as a specifically identified transfer, contribution or payment.

Any transfer, contribution or payment under sub-clause ii shall be separately recorded in the Society's accounting records.

h. ASGARD Full Members may approve an annual or event-specific ASGARD budget, establish reserves, approve individual expenditure, or delegate defined spending authority to the Society Executive or an eligible ASGARD member. Any such delegation may specify limits, purposes, duration and reporting requirements.

i. All payments from ASGARD Funds must be processed in accordance with the Society's banking authorities and the Constitution. The requirement for a Society Officer to approve or process a payment is an administrative control and does not of itself authorise the Society Executive to redirect ASGARD Funds to a purpose not authorised under this Article.

j. The Treasurer shall maintain a clear record of all ASGARD Funds received, held and spent, and shall report the balance and material transactions to ASGARD members at reasonable intervals and whenever a financial report is presented to a Members' Meeting, so far as practicable.

k. Where the Constitution requires ASGARD, as a Realm, to contribute toward a Society budget deficit, that constitutional obligation prevails and the required ASGARD contribution may be met from ASGARD Funds. Any Society budget-surplus allocation attributable to ASGARD shall be credited to ASGARD Funds and thereafter remain subject to this Article.

l. Because ASGARD is not a separate legal entity, legal title to ASGARD Funds remains with the Society. The separate banking and accounting arrangements established by this Article are intended to identify and ring-fence those funds for ASGARD purposes and do not create a proprietary or beneficial interest in favour of any individual member, nor do they override the rights of creditors, the Constitution, or applicable law.

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- m. No ASGARD member has an individual entitlement to repayment, distribution or transfer of any part of ASGARD Funds merely because that member transfers to another Realm, resigns, is suspended, or otherwise ceases to be an ASGARD member.

2. Assets and Liabilities

- a. Property acquired wholly or principally from ASGARD Funds shall be identified in the Society's records as ASGARD-designated property. Legal title remains with the Society, but the property shall be held and used for ASGARD purposes and shall not be reallocated for general Society or another Realm's use without approval of a simple majority of ASGARD Full Members, except where the Constitution or applicable law requires otherwise.
- b. Liabilities properly incurred specifically for ASGARD purposes shall, to the extent approved and funds are available, be charged against ASGARD Funds. Any such liability is nevertheless legally a liability of the Society. No ASGARD member or delegate may incur a liability on behalf of the Society unless authorised to do so.
- c. No ASGARD member has any proprietary or pecuniary interest in ASGARD Funds, ASGARD-designated property, or any other Society asset merely by reason of membership.

3. Thunder Run and Dice Run – Financial Arrangements

- a. All costs and expenses properly incurred in organising and conducting the Thunder Run and Dice Run shall be costs of ASGARD and shall be met from ASGARD Funds, except to the extent that any cost is otherwise expressly funded or assumed by the Society.
- b. All income derived from the Thunder Run or Dice Run, including entry fees, registrations, sponsorship, donations, fundraising proceeds, merchandise income and other event-related receipts, shall be treated as ASGARD Funds and shall be separately recorded as such in the Society's accounting records.
- c. Where practicable, income and expenditure relating to each event shall be separately identified so that the financial result of each Thunder Run and Dice Run can be determined and reported to ASGARD members.
- d. Any surplus remaining after payment or provision for all costs and liabilities associated with an event shall remain ASGARD Funds.
- e. ASGARD Full Members shall determine, by simple majority of those voting on the matter, how any event surplus is to be applied. Without limitation, the members may determine that all or part of a surplus is to:
 - i. be retained within ASGARD Funds for future ASGARD activities or events;
 - ii. be reserved towards the cost of a future Thunder Run or Dice Run;
 - iii. be applied towards another purpose or activity of ASGARD;
 - iv. be donated to one or more charitable or other worthy causes consistent with the objectives of the Society; or
 - v. be divided between any of the purposes above.
- f. Any decision to make a charitable donation or donation to another worthy cause shall remain subject to any approval required under the Constitution. Where the Constitution

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requires a donation by the Society to be approved by a majority of the Society Executive, that approval must also be obtained before payment is made.

- g. No surplus from the Thunder Run or Dice Run may be distributed to, or applied for the pecuniary benefit of, any member merely by reason of their membership or participation in the event.
- h. Nothing in this clause prevents ASGARD Full Members from deciding before an event that a specified proportion, amount, or category of event income is to be applied to a nominated charitable or other worthy cause, provided that the decision and any resulting payment comply with the Constitution.
- i. Any money received in connection with the Thunder Run or Dice Run that is expressly represented, designated or accepted as being for a specified charitable or other purpose shall be separately identified and applied to that purpose. Such money shall not form part of the discretionary event surplus available for allocation under clause 3.e.

4. World Vikings Run (WVR) - ASGARD Representation

- a. Selection and funding of ASGARD Realm Representatives
 - i. ASGARD may, subject to the Constitution and approval by a simple majority of ASGARD Full Members voting on the matter, use ASGARD Funds to meet all or part of the reasonable costs of one or more ASGARD members attending the World Vikings Run (WVR) as ASGARD Realm Representatives, including airfares, accommodation, registration, ground transport and other approved WVR-related expenses.
 - ii. To be eligible for selection as an ASGARD Realm Representative, a member must have been a Full Member of ASGARD continuously for not less than two (2) years immediately preceding the date of selection.
 - iii. The eligibility requirement in sub-clause ii may be waived in relation to a proposed ASGARD Realm Representative by a simple majority of ASGARD Full Members voting on the matter.
 - iv. An ASGARD member shall not be eligible to receive funding from ASGARD Funds to attend a WVR event outside New Zealand if that member received funding from ASGARD Funds to attend either of the two immediately preceding WVR events.
 - v. Notwithstanding sub-clause iv, ASGARD Full Members may approve funding for that member where:
 - a) no other eligible ASGARD Full Member is willing and able to attend that WVR as an ASGARD Realm Representative; and
 - b) not less than seventy-five percent (75%) of ASGARD Full Members voting on the matter approve the member's attendance and the ASGARD funding to be provided.

For the avoidance of doubt, sub-clauses iv and v apply equally where the proposed ASGARD Realm Representative is also a member of the Society Executive.



b. Classification and exclusivity of funding

- i. Any funding provided from ASGARD Funds under this clause shall constitute Realm Representation funded directly from Realm funds for the purposes of clause 14.3(b)(i) of the Constitution.
- ii. Such funding shall not constitute Society Representation under clause 14.3(a) of the Constitution merely because:
 - ASGARD Funds are legally held by the Society;
 - ASGARD is, for all intents and purposes, the Society; or
 - the delegate is a member of the Society Executive.
- iii. For any particular WVR event, a delegate may receive funding in one capacity only. A delegate funded as Society Representation under clause 14.3(a) of the Constitution shall not receive funding from ASGARD Funds in respect of the same WVR event.
- iv. Conversely, a delegate funded from ASGARD Funds as Realm Representation under this clause shall not receive funding from Society General Funds under clause 14.3(a) of the Constitution in respect of the same WVR event.
- v. Before any funding is approved or paid, the delegate shall be designated as either:
 - the Society Representative, funded in accordance with clause 14.3(a) of the Constitution; or
 - an ASGARD Realm Representative, funded from ASGARD Funds in accordance with this clause.
- vi. Nothing in this clause prevents a delegate from personally meeting any part of their own WVR-related costs that is not funded by either the Society or ASGARD.

c. Executive member attending as ASGARD representative

For the avoidance of doubt, an Executive member attending the WVR as an ASGARD Realm Representative may satisfy the Society's policy under clause 14.3(a) of the Constitution of having at least one member of the Executive attend the WVR.

That attendance shall not, of itself:

- i. constitute Society Representation under clause 14.3(a);
- ii. entitle the delegate to funding from Society General Funds; or
- iii. alter the classification of any ASGARD funding as Realm Representation under clause 14.3(b)(i).

d. Reimbursement if delegate leaves ASGARD

Where ASGARD Funds are provided under this clause for an ASGARD Realm Representative to attend a WVR event outside New Zealand and that delegate ceases to be a member of ASGARD for any reason within two (2) years of the conclusion of that WVR event, the delegate shall reimburse the Society, for credit in full to ASGARD Funds, the total amount paid from ASGARD Funds in respect of that delegate.

For the purposes of this clause, a delegate ceases to be a member of ASGARD if the delegate:

- i. ceases to be a member of the Society; or

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- ii. transfers or is otherwise allocated to another Realm.
- The conclusion of the WVR event means the later of the last official day of the WVR event or the date the delegate returns to New Zealand.
- e. Before departure, any delegate whose WVR costs are wholly or partly funded from ASGARD Funds must sign a Deed of Acknowledgement of Debt in favour of Iron Thunder Motorcycle Club Incorporated, in a form approved by the Society Executive, acknowledging:
 - i. the amount paid or to be paid from ASGARD Funds;
 - ii. the repayment obligation contained in clause 4.d; and
 - iii. that any amount recovered under the Deed shall be credited in full to ASGARD Funds.
 - f. The Society Executive may, by resolution and with the approval of a simple majority of ASGARD Full Members voting on the matter, waive or reduce any repayment required under clause 4.d where it considers that full repayment would be unfair or unreasonable in the circumstances. The reasons for any waiver or reduction shall be recorded.

ARTICLE VII: INTELLECTUAL AND PHYSICAL PROPERTY

1. Society Property

- a. The Society's Intellectual and Physical Property, including the Society's Colours, Front Set, trademarks and Member Regalia, remains at all times the property of the Society to the extent provided by the Constitution.
- b. Use of Society Intellectual and Physical Property in connection with ASGARD is use by or on behalf of the Society and remains subject to the control, approval and restrictions contained in the Constitution and any lawful Executive direction.
- c. No ASGARD member, delegate or group of members acquires any ownership interest in the Society's Intellectual or Physical Property or authority to manufacture, reproduce, license, sell or otherwise deal with it except as authorised by the Society Executive.

ARTICLE VIII: COMPLIANCE AND DISCIPLINARY PROCEDURES

1. Compliance

- a. ASGARD and its members must comply with all applicable laws, the Constitution, this Charter and all valid Society rules, regulations, procedures, policies and Executive directions.
- b. Nothing in this Charter establishes a separate ASGARD disciplinary jurisdiction.

2. Discipline

- a. Any alleged breach by an ASGARD member shall be dealt with under the dispute resolution and disciplinary procedures of the Constitution.
- b. Any disciplinary outcome may be imposed only in accordance with the Constitution and applicable law.

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ARTICLE IX: AMENDMENT, CONTINUITY AND WINDING UP

1. Amendment of Charter

- a. This Charter may be amended by resolution of the Society Executive, provided that no amendment may alter, override or avoid a matter governed by the Constitution or the Incorporated Societies Act 2022.
- b. Where a proposed Charter amendment would require a change to the Constitution, the Constitution must first be amended in accordance with the procedure prescribed by the Constitution and applicable law.
- c. No amendment to Article VI, or to any other provision that would materially alter the separate identification, control or permitted use of ASGARD Funds or ASGARD-designated property, shall take effect unless it has also been approved by a simple majority of ASGARD Full Members voting on the proposed amendment after reasonable notice.

2. Continuity of ASGARD

- a. ASGARD is the mother Realm of the Society and is not subject to the ordinary revocation and dissolution mechanism applicable to a separate affiliated Realm.
- b. Revocation of this Charter does not and cannot of itself dissolve, wind up, remove from the Register, or otherwise terminate the Society.
- c. ASGARD shall continue for so long as the Constitution recognises ASGARD as the Society's mother Realm, unless that status is lawfully altered by amendment of the Constitution.

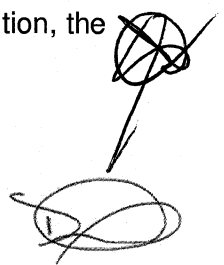
3. Winding Up

- a. If the Society is wound up, ASGARD ceases with the Society and all debts, liabilities, surplus money and other assets shall be dealt with solely in accordance with the Constitution and applicable law.
- b. On winding up, any separate identification or ring-fencing of ASGARD Funds remains subject to the Society's liabilities, creditor rights and the winding-up provisions of the Constitution and applicable law. No ASGARD member is entitled to a distribution of ASGARD Funds or ASGARD-designated property.

ARTICLE X: INCONSISTENCY AND INTERPRETATION

1. Order of Precedence

- a. The order of precedence applying to ASGARD is:
 - i. the Constitution;
 - ii. this Charter; and
 - iii. any ASGARD-specific rules, procedures or operating arrangements validly adopted under the Constitution and this Charter.
- b. If there is any inconsistency or conflict between this Charter and the Constitution, the Constitution shall prevail.





- c. If there is any ambiguity concerning whether a matter is an ASGARD matter or a Society matter, or how a provision applying generally to Realms applies to ASGARD, the Society Executive shall determine the issue in accordance with the Constitution.

ARTICLE XI: CONFIDENTIALITY AND INTERNAL INFORMATION

1. Internal Society and Realm Business

- a. ASGARD members are subject to clause 5.2 d) of the Constitution concerning Internal Society or Realm Business.
- b. Any Internal Society or Realm Business relating to ASGARD shall not be disclosed by an ASGARD member to a non-member or former member except as permitted by clause 5.2 d) of the Constitution, whether or not that information or business has been expressly designated confidential or "in committee".
- c. Without limiting sub-clause b), any information or business designated confidential or "in committee" under the Constitution, this Charter, or by lawful decision of the Society Executive shall be treated as Internal Society or Realm Business and shall not be disclosed except as authorised or otherwise permitted under the Constitution.
- d. This Charter may be made available to Society members and to the Society's professional advisers, regulators and other persons where disclosure is reasonably required for the proper administration of the Society or ASGARD, or as otherwise permitted or required by law.
- e. Nothing in this Article limits any right of a Society member to information that must be provided under the Constitution or applicable law.

ARTICLE XII: APPROVAL AND SIGNATURES

1. Approval

- a. This Charter is adopted by a valid resolution of the Society Executive acting in its dual capacity as the Executive of the Society and, by default under the Constitution, the Executive of ASGARD. The signatures below evidence that adoption and do not require unanimous execution unless the approving resolution expressly provides otherwise.
- b. No separate signature on behalf of a distinct ASGARD legal entity is required because no such entity exists.
- c. This Charter may be signed in counterparts and by electronic signature. Counterpart signature pages together constitute one instrument.

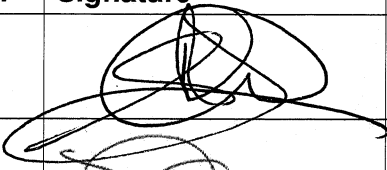
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Iron Thunder Motorcycle Club Incorporated**Realm Charter - ASGARD**

V1.0 - 10 October 2026

**2. Signatures**

Name	ITMC-NZ Position	Signature	Date
Steve Crow	President		17 Oct 2026
David Crow	Treasurer		17 Oct 2026

