

CORPORATIONS ACT 2001 (CTH)
A COMPANY LIMITED BY GUARANTEE
CONSTITUTION AGREEMENT

BRISBANE'S LIVING HERITAGE NETWORK LTD

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1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Constitution, unless the context or subject matter otherwise require:

"**Company**" means the Company whose Members have adopted this Constitution;

"**Constitution**" means those rules for the operation of the Company set forth in this Constitution agreement and as amended, modified or supplemented from time to time;

"**Directors and Board**" means all or any number of the Directors for the time being of the Company acting in accordance with these Rules;

"**Law**" means the Corporations Act 2001 (Cth) (as amended, modified or enacted from time to time);

"**Member**" means any person whose name appears in the Register as a Member of the Company;

"**Notice Address**" means in respect of each Member or Director the last address for that person as recorded in the records of the Company;

"**the office or the Registered office**" means the Registered office for the time being of the Company;

"**Ordinary Resolution**" means a resolution passed by a simple majority of Members ;

"**the Register**" means the Register of Members of the Company required to be kept by section 169 of the Law;

"**Related Body Corporate**" of a body corporate is a body corporate which is related to that body corporate within the meaning of the Law;

"**Rules**" means the provisions of this Constitution as amended, modified or supplemented;

"**the Secretary**" means the Secretary and any assistant or acting Secretary and any other person for the time being appointed to perform whether alone or in addition to any other person or persons the duties of Secretary of the Company;

"**Special Resolution**" shall have the meaning assigned to that expression by Section 9 of the Law; and

"**in writing and written**" includes printing, lithography and other modes of reproducing or representing words in a visible form.

1.2 Interpretation

In the interpretation of this Constitution, unless the context or subject matter otherwise require:

- (a) singular includes plural and vice versa;
- (b) any gender includes every gender;
- (c) a reference to a person includes corporations, trusts, associations, partnerships, a government authority, and other legal entities, and where necessary, include successor bodies;
- (d) references to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;

- (e) references to signature and signing include due execution of a document by a corporation or other relevant entity;
- (f) references to months mean calendar months;
- (g) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws and ordinances made under those statutes;
- (h) references to sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
- (i) headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this Constitution;
- (j) where any word or phrase is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning;
- (k) each paragraph or sub-paragraph in a list is to be read independently from the others in the list;
- (l) reference to "Rule" means a Rule number or sub-Rule of the Constitution;
- (m) a reference to an agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time; and
- (n) a reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns.

2 EFFECT OF THE CONSTITUTION

This Constitution shall have effect as a contract:

- (a) between the Company and each Member;
- (b) between the Company and each Director and Company secretary; and
- (c) between a Member and each other Member,

pursuant to which each Member agrees to observe and perform the Rules within the Constitution so far as they apply to that Member.

3 OBJECTS

The objects of the Company are to:

- (a) enhance and effectively share knowledge about Brisbane's heritage by promoting movable cultural heritage in the community;
- (b) develop positive perceptions by residents, visitors and the broader community about Brisbane's heritage and heritage places;
- (c) encourage positive heritage experiences through public programs, publications, marketing and outreach activities;

- (d) provide training and professional development opportunities that encourage cultural heritage organisations to care for heritage places and collections.
- (e) provide advocacy and support to Brisbane's cultural heritage community to develop and maintain partnerships with media, business, government and other cultural services organisations to the benefit of Brisbane's heritage places.
- (f) improve levels of community access to Brisbane's movable cultural heritage collections and heritage places.

and to do all acts and things as may be deemed necessary or incidental to the achievement of similar objectives.

4 CONTRIBUTION IN THE EVENT OF WIND UP

Every Member of the Company undertakes to contribute to the property of the company, in the event of its being wound up while he is a Member or within one (1) year after he ceases to be a Member, for payment of the debts and liabilities of the company contracted before he ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding \$10.

5 PROMOTION OF OBJECTS

The income and property of the Company however derived shall be applied solely for the benefit and promotion of the Company's objects and no portion thereof shall be:

- (a) paid or transferred directly or indirectly by way of dividends, bonus or otherwise to the Members of the Company; or
- (b) paid to Directors as fees or other remuneration or other benefit in money or money's worth,

PROVIDED that nothing in this Rule shall preclude, with the prior approval of the Directors:

- (i) payment in good faith of reasonable and proper remuneration to any Director, officer or servant of the Company or to any Member of the Company in return for any services rendered to the Company;
- (ii) the payment of interest at a rate not exceeding the rate charged by the Company's bankers on overdrawn accounts on any money lent to the Company by any Member, Director or officer;
- (iii) in the case of any Director who is engaged by the Company as an executive Director, consultant or servant of the Company, such remuneration as is reasonable and proper for the services provided to the Company;
- (iv) the repayment of reasonable out-of-pocket expenses, properly incurred by any Director; or
- (v) payment of a reasonable rental for premises demised or let by any Member to the Company.

6 GIFT FUND

The Company shall maintain a gift fund that shall be named the Brisbane's Living Heritage Network Gift Fund. All gifts of money or property received by the Company must be:-

- (a) separately accounted for; and

(b) used solely in promoting the Company's principal objects.

If the Gift Fund is wound up or if the endorsement, if any, of the Company as a deductible gift recipient is revoked, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it shall be transferred to a fund, authority or institution to which income tax deductible gifts can be made.

7 WINDING UP OR DISSOLUTION

If upon the winding up or dissolution of the Company, **and/or any public fund it maintains**, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other organisation having objects similar to the objects of this Company and which shall prohibit the distribution of its or their income and property amongst its or their members and also is a fund, authority or institution approved by the Commissioner of Taxation as eligible for tax deductibility of donations, under Subdivision 30-B, section 30-100, of the *Income Tax Assessment Act 1997* (the Act).

8 MEMBERSHIP

8.1 Members

The subscribers to these Rules and such other persons as the Directors shall admit to Membership in accordance with the Constitution shall be Members of the Company.

8.2 Class of Membership

Membership of the Company shall comprise:

- (a) "A" Class Members ;
- (b) "B" Class Members ;
- (c) "C" Class Members ; and
- (d) "D" Class Members

8.3 Directors to determine classes and rights

Subject to Rule 12 the Directors shall have the power from time to time to:

- (a) create further classes of Members ;
- (b) determine the rights and privileges attaching to those new classes including but not limited to the voting rights of those Members ;
- (c) alter the rights or privileges of existing classes of Members ,

provided Directors have first had such proposed resolution approved in writing by the Members who are entitled to vote, subject to sub-rule 7.7, prior to the meeting of the Directors to consider and vote on the proposed resolution.

8.4 Membership Criteria

- (a) "A" Class Members. To be eligible to be an "A" Class Member the applicant must be a heritage related institution with similar objects of the Company, which are based in the Brisbane City

Council area. The respective Member must be a not for profit organisation which offer the public an experience which is intrinsically linked to Brisbane's history and/or heritage, which could mean they offer:

- (i) exhibitions;
- (ii) interpretive facilities; or
- (iii) a guided or self-guided walk/tour.

“A” Class Members must have an admission policy for the public that could mean they are experienced either:

- (i) free of charge;
- (ii) by paid entry;
- (iii) by the payment of special exhibits or guided tours; or
- (iv) by charging for group bookings.

“A” Class Members must have an organisational structure capable of managing the opportunities generated by Membership of the Company including committed opening hours.

(b) “B” Class Members shall be either:

- (i) like-minded organisations whose objects are the preservation, development and promotion of Brisbane's history and/or heritage; or
- (ii) heritage organisations outside the Brisbane City Council area with the same objects as the Company and which offer visitors an experience which is intrinsically linked to their particular areas history or heritage.

(c) “C” Class Members shall be individuals who wish to support the objects of the Company.

(d) “D” Class Members shall be individuals who are granted temporary membership for a period not exceeding 3 months.

8.5 Application for Membership

Every applicant for Membership of the Company (other than the subscribers to the Constitution) shall execute and deliver to the Company an application for Membership in such form as the Directors from time to time determine together with the Annual Membership fee determined by the Directors. Every application made by an organisation shall be signed by the chief executive officer of that organisation or such other officer of the organisation with the authority to represent that authorisation.

8.6 Further information

An applicant for Membership shall provide in writing such other information in addition to that contained in the application, as the Directors require.

8.7 Rights of each class of Membership

In accordance with sub-rule 7.3, until the Directors resolve to the contrary the rights and privileges attaching to the classes of Membership are as follows:

- (a) "A" Class Members shall be entitled to nominate a representative to attend meetings of Members and may vote on all matters relating to the Company except those matters which pursuant to the terms of this Constitution, the Law or by agreement between the Members falls within the specific authority of the Directors to determine. Each Member shall be entitled to one (1) vote in the event that a vote at a meeting is made by a poll. The member's representative may be nominated for election as a Director of the Company.
- (b) "B" Class Members shall have the right to attend meetings of Members and vote on all matters relating to the Company except those matters which pursuant to the terms of this Constitution, the Law or by agreement between the Members falls within the authority of the Directors to determine. The representatives of these Members are not eligible to be nominated as Directors of the Company, nor can they vote on any resolution to change or amend the Constitution.
- (c) "C" Class Members shall have the right to attend meetings of Members and to vote on all matters relating to the Company except those matters which pursuant to the terms of this Constitution, the Law or by agreement between the Members falls within the authority of the Directors to determine. These Members may not be nominated as Directors of the Company, nor can they vote on any resolution to change or amend the Constitution.
- (d) "D" Class Members shall have the right to attend meetings of members but do not have the right to vote on any matters relating to the Company. These members may not be nominated as Directors of the Company, nor can they vote on any resolution to change or amend the Constitution.

8.8 Determination of Directors

The Directors shall determine upon the admission or rejection of an applicant and the class of Membership to be granted to the applicant. In no case shall the Directors be required to give any reason for the rejection of any application.

8.9 Notification of acceptance

When an applicant has been accepted for Membership the Secretary shall forthwith send to the applicant written notice of his acceptance and shall enter the applicant's name in the Register. When an application is rejected the Secretary shall forthwith send to the applicant written notice of such rejection and the Annual Membership fee paid, if any, by such applicant shall be refunded to him in full.

8.10 Certificates

The Company may issue a certificate of Membership to any Member. Such certificate shall remain the property of the Company and on demand in writing by the Secretary shall be returned to the Company.

8.11 Membership not transferable

Membership of the Company shall not be transferable whether by operation of law or otherwise and all rights and privileges of Membership of the Company shall cease upon the Member ceasing to be such whether by resignation, death, winding-up or otherwise.

9 SPONSORSHIP

The Directors may accept sponsorship of the Company or any events or activities run by the Company, where such sponsorship supports the objects of the Company. The form and terms of that sponsorship shall be determined at the discretion of the Directors.

10 FEES AND LEVIES

10.1 Fees

Members shall pay an Annual Membership fee and such other fees in such amounts and at such times as the Directors may from time to time determine.

- (a) **Annual Membership Fees.** The Directors may from time to time determine the Annual Membership fee payable by Members on application for Membership of the Company. The Members shall, at each annual general meeting of the Company, ratify any resolution made by the Directors pursuant to this Rule in relation to the amount of the Annual Membership fees. In the event that the Members at the annual general meeting do not ratify the Director's resolution then the Annual Membership fees shall be the amounts that were determined by the Directors, and ratified by the members, at the initial annual general meeting, or any subsequent annual general meeting, whichever is the higher.
- (b) **Other Fees.** The Directors may from time to time determine other fees, separate from the Annual Membership Fee, that may be payable by Members of the Company. The Members shall, at each annual general meeting of the company, ratify any resolution made by the Directors pursuant to this Rule in relation to the amount of these other fees.

10.2 Levies

In order to provide additional funds required for the operation of the company the Directors may determine that levies are to be paid by Members and may fix the amount and the dates for payment thereof but until so determined no levies shall be payable by Members.

10.3 Different fees or levies payable

In determining fees or levies under this Rule, the Directors may differentiate between classes of Members as to the amounts of fees or levies payable.

11 CESSATION OF MEMBERSHIP

11.1 Non payment of fees or levies

If any fees or levies payable by a "A" Class, "B" Class or "C" Class Member shall remain unpaid for a period of two (2) calendar months after notice of the default is given to the Member by the Company, that Member may be debarred by resolution of the Directors from all privileges of Membership (including the right to vote), provided that the Directors may reinstate the Member on payment of all arrears if the Directors think fit to do so.

11.2 Cessation of Membership

A Member's Membership of the Company shall cease:

- (a) if the Member resigns that Membership by giving notice in writing addressed to the Secretary of the Company and such resignation shall be effective from the date of receipt of the notice by the Secretary;
- (b) if the Member's Membership is terminated under these Rules and such termination shall be effective from the date of the resolution of the Directors;
- (c) in the case of a Member who is an individual if:
 - (i) the Member dies; or

- (ii) the Member becomes of unsound mind or his person or estate is liable to be dealt with in any way under the laws relating to mental health; or
 - (iii) the Member becomes bankrupt or makes any arrangements or compositions with his creditors generally; or
- (d) in the case of a Member who is not an individual if:
- (i) a liquidator is appointed in connection with the winding up of the Member;
 - (ii) an order is made by a court for the winding up of a Member being a corporation; or
 - (iii) the Member ceases to be a non-profit organisation.

11.3 Continuing rights, liabilities etc.

The termination of a Member's Membership (whether by resignation or expulsion) shall not in any way prejudice, lessen or affect the rights, duties, liabilities and obligations of a Member whether they arise under these Rules or otherwise and are existing at the date of such termination or may arise or crystallise after that date out of or by reason of facts or circumstances occurring or in existence at or before that date and in particular (but not by limitation) such termination shall not relieve a Member from any obligation to record or account for or pay any levies or fees referred to in Rule 9.

11.4 Non-compliance with Constitution, misconduct

If any Member shall wilfully refuse or neglect to comply with the provisions of the Constitution of the Company or shall be guilty of any conduct which in the opinion of the Directors is unbecoming of the Member or prejudicial to the interest of the Company, the Directors may by resolution censure, suspend or expel the Member from the Company provided that the Member shall be given at least one (1) week's notice of the meeting of the Directors at which such a resolution is to be put and of what is alleged against him and of the intended resolution, and provided further that he has the opportunity of giving orally or in writing any explanation or defence he may think fit at such meeting, before the passing of such resolution.

12 POWERS

12.1 Exercise of powers

The Company may by resolution or Special Resolution, as the Law requires exercise from time to time any power that by the Law a company limited by guarantee may exercise if authorised by its Constitution.

13 GENERAL MEETINGS

13.1 Director may Convene

Any Director may convene a general meeting whenever the Director thinks fit. Provided however that the annual general meeting shall be held within three (3) calendar months of the end of the financial year.

13.2 Director's Convening a General Meeting at the Request of Members

The Directors must call and arrange to hold a general meeting on the request of:

- (a) Members with at least 5% of the votes that may be cast at a general meeting; or
- (b) at least 100 Members who are entitled to vote at a general meeting.

13.3 Form of the Members Request

The request from the Members must:

- (a) state any resolution to be proposed at the meeting;
- (b) be signed by the Members making the request; and
- (c) be given to the Company.

13.4 Directors Refusal to Convene

The Directors may refuse to convene the general meeting if the voting on the proposed resolution is not within the power of the Members.

13.5 Members may Convene

Members with at least 10% of the votes that may be cast at a general meeting of the Company may call and arrange to hold a general meeting. The Members calling the meeting must pay the expenses of calling and holding the meeting.

13.6 Notice of General Meeting

A notice of a general meeting shall:

- (a) provide at least twenty-one (21) days notice of the meeting;
- (b) specify the place, the day and the hour of meeting; and
- (c) specify the general nature of the business to be transacted at the meeting.

13.7 Quorum

No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. For the purpose of these Rules a quorum shall be constituted by the attendance at the meeting by twenty (20) percent of the Members who are entitled to vote either in person or by proxy

13.8 Determine a Quorum

For the purpose of determining whether a quorum is present, a person attending as a proxy, or representing a body corporate that is a Member, shall be deemed to be a Member.

13.9 Procedure where no Quorum

If a quorum is not present within half an hour from the time appointed for the meeting:

- (a) where the meeting was convened upon the requisition of Members – the meeting shall be dissolved; or
- (b) in any other case the meeting stands adjourned to such day, and at such time and place, as the Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting ten (10) percent of the Members entitled to vote at the meeting shall constitute a quorum.

13.10 Minutes

The Directors shall cause proper minutes to be made of all general meetings of the Company and also of all appointments of officers and of the proceedings of all meetings of Directors and committees and of the attendance thereat and business transacted at such meetings, and any such minutes of any meeting if purporting to be signed by the chairman of such meeting or by the chairman of the next succeeding meeting shall be conclusive evidence without any further proof of the matters therein stated.

13.11 Chairman

If the Directors have elected one (1) of their number as chairman of their meetings, that person shall preside as chairman at every general meeting.

13.12 Election of Chairman

Where a general meeting is held and:

- (a) a chairman has not been elected; or
- (b) the chairman, or Deputy Chairman, is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, the Members present shall elect one (1) of their number to be chairman of the meeting.

13.13 Adjournment of Meeting

The chairman may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

13.14 Adjournment of 30 Days

When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

13.15 Adjournment of Less than 30 Days

Except as provided by these Rules, when a meeting is adjourned for thirty (30) days or less, it is not necessary to give any notice of the adjournment or of the business to be transacted at the adjourned meeting.

13.16 Show of Hands or Poll

At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (a) by the chairman;
- (b) by at least four (4) Members present in person or by proxy; or
- (c) by a Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting,

provided however that any resolution to appoint a Director shall always be by poll.

13.17 Declaration on Show of Hands

Unless a poll is so demanded, a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the

book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

13.18 Withdraw Poll

The demand for a poll may be withdrawn.

13.19 Demand for Poll

If a poll is duly demanded, it shall be taken in such manner and subject to these Rules either at once or after an interval or adjournment or otherwise as the chairman directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

13.20 Poll for Chairman

A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith.

13.21 Voting – Person or Proxy

Subject to any rights or restrictions for the time being attached to any class or classes of Membership:

- (a) at meetings of Members or classes of Members each Member entitled to vote may vote in person or by proxy or attorney; and
- (b) on a show of hands every person present who is a Member or a representative of a Member has one (1) vote, and on a poll every person present in person or by proxy or attorney has one (1) vote for each Membership held.

13.22 Members Right to Vote

A Member is not entitled to vote at a general meeting unless all fees and levies and other sums presently payable by the Member have been paid.

13.23 Qualification of Member

An objection may be raised as to the qualification of a Member or a Member's representative to vote only at the meeting or adjourned meeting at which the vote objected to is given or tendered.

13.24 Objections referred to Chairman

Any such objection shall be referred to the chairman of the meeting, whose decision is final.

13.25 Valid Vote

A vote not disallowed pursuant to such an objection is valid for all purposes.

13.26 Circular Resolution

A Company may pass a resolution without a general meeting, if all of the Members entitled to vote on the resolution sign a document stating that they are in favour of the resolution. Separate copies of the document may be used for signing (if the document and the wording are identical) in which case the resolution is deemed to be passed when the last Member signs.

14 RULES FOR VOTING BY PROXY

14.1 Only Members Entitled to Vote shall Vote

Only those Members who belong to a class of Members who are entitled to vote at a general meeting whether in person or by proxy shall be entitled to vote.

14.2 Proxies

A Member of a company who is entitled to attend and cast a vote at a meeting of the Company's Members may appoint a person as the Members proxy to attend and vote for the Member at the meeting.

14.3 Attorneys

Any Member made by power of attorney may appoint an attorney to act on his behalf at all or any meetings of the Company and such power of attorney or a copy thereof verified in the manner satisfactory to the Directors shall be produced for inspection at the registered office or such other place, if any, as may be specified for that purpose in the notice convening the meeting together with such evidence of the due execution as the Directors may require not less than twenty-four (24) hours before the meeting.

14.4 Representatives of Corporations

Any corporation that is a Member may appoint a representative to attend and vote for that corporation at a general meeting of the Company.

14.5 Representative need not be a Member

A proxy attorney or a representative need not be a Member of the Company and his appointment may be revoked at any time.

14.6 Instrument in Writing

An instrument appointing a proxy shall be in writing under the hand of the appointor or of the appointor's attorney duly authorised in writing or, if the appointor is a body corporate, either signed in accordance with the Law or under the hand of an officer or attorney duly authorised.

14.7 Manner the Proxy is to Vote

An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote in the resolution except as specified in the instrument.

14.8 Authority for a Poll

An instrument appointing a proxy shall be deemed to confer authority to demand (or join in demanding) a poll.

14.9 Form of Proxy

An instrument appointing a proxy shall be in the following form or in a form that is as similar to the following form as the circumstances allow:

[Name of Company]

I/We, _____ of _____, being a Member/Members of the above named Company, hereby appoint _____ of _____ or, in his/her absence,

of _____ as my/our proxy to vote for me/us on my/our behalf at the

meeting of the Company to be held on the _____ day of _____ 20____ and at any adjournment of that meeting.

†This form is to be used *for/against the resolution.

Signed this _____ day of _____ 20____ .

*Strike out whichever is not desired.

†To be inserted if desired.

14.10 Delivery of Proxy before Meeting

An instrument appointing a proxy shall not be treated as valid unless the instrument, and the power of attorney or other authority (if any) under which the instrument is signed or a notarially certified copy of that power or authority, is or are deposited, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, at the registered office of the Company or at such other place in Australia as is specified for that purpose in the notice convening the meeting.

14.11 Instrument not valid

An instrument appointing a proxy shall not be valid after the expiration of twelve (12) months from the date of its execution.

15 APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS

15.1 Number Of Directors

The number of Directors shall not be less than six (6) nor more than eight (8).

15.2 Make up of the Board

The Board shall comprise four (4) Executive Directors being the chairman, deputy chairman, secretary and treasurer and at least two (2) Non-Executive Directors.

15.3 Appointment of New Director

- (a) **Casual Vacancy:** The Directors shall have power at any time to appoint any other person as a Director, either to fill a casual vacancy or as an addition to the board, but the total number of Directors shall not exceed the maximum number fixed by this Constitution. Any Director so appointed shall hold office in the manner as specified in this Rule **Error! Reference source not found.**
- (b) **Special Skills:** The Directors may appoint an addition to the Board of an individual who is not a Member or a representative of a Member but who has special skills that the Directors believe will benefit the Company. The Directors may nominate the term of the appointment of that additional Director which shall be for a maximum of twelve (12) calendar months or until the next annual general meeting, whichever is the sooner. Any director appointed shall have no right to vote at board meetings.

15.4 Rotation of Directors

- a) At each annual general meeting the Board Members shall retire by rotation and the company shall by ordinary resolution, fill the vacated offices of the Directors. The Directors will then elect from their number the Executive positions. An Executive Director should not hold the same Executive position on the Board for a period in excess of 2 consecutive years. For the purpose of these rules a year is determined by the period between one AGM and the next AGM.
- b) Directors shall be elected for a two year term.
- (c) No person may hold a position as a Director for a period in excess of six (6) consecutive years.
- (d) Subject to the paragraphs above the Company may re-elect a retiring Director to the Board.

15.5 Nomination of Director

Any Member or Member's Representative who is entitled by the Constitution to be a Director may nominate themselves to be elected as a Director by providing a written notice to the chairman not less than forty-eight (48) hours prior to the annual general meeting.

15.6 Removal of Director

The Company by ordinary resolution may remove any Director and may by ordinary resolution appoint another person in such Director's stead. Any Director so appointed shall hold office in the manner as specified in sub-rule 14.4.

15.7 Reimbursement of Expenses

Subject to the approval of a meeting of the Directors, the Directors shall be entitled to be reimbursed out of the funds of the Company for an extra ordinary purpose or event as approved by the Board.

15.8 Vacation of Director's Office

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Law, the office of a Director becomes vacant if the Director:

- (a) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under any law relating to mental health;
- (b) resigns his office by notice in writing to the Company;
- (c) is absent without the consent of the Directors from meetings of the Directors held during a period of six (6) months;
- (d) without the consent of the Company in general meeting, holds any other office of profit under the Company except that of managing Director;
- (e) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (f) being a Director has held office as a Director for a period of six (6) consecutive years;
- (g) being a representative of a Member which is an organisation:
 - (i) ceases to be a Member of that organisation; or
 - (ii) ceases to hold the position within the organisation which that Director held at the date of their appointment;
 - (iii) or is otherwise disendorsed as the representative of that Member organisation.

16 POWERS AND DUTIES OF DIRECTORS

16.1 Directors Manage the Business

Subject to the Law and to any other provision of this Constitution, the business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and forming the Company, and may exercise all such powers of the Company as are not, by the Law or by this Constitution, required to be exercised by the Company in general meeting.

16.2 All Powers

Without limiting the generality of Sub-Rule 16.1, the Directors may exercise all the powers of the Company to borrow money, to charge any property or business of the Company or all or any of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

16.3 Corporate Groups

Where the Company is a wholly owned subsidiary and the Directors are also the Directors of the holding company, the Directors may act in the best interests of the holding company and in a manner which is contrary to the best interests of the Company, provided that the Company is not insolvent or does not become insolvent because of the Director's action under this Rule.

16.4 Appointment of Attorney

The Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.

16.5 Provisions of Power of Attorney

Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in him.

16.6 Cheques and Promissory Notes

All cheques, promissory notes, bankers' drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be by two (2) Executive Directors. However no expenditure may be incurred by a Director in excess of \$1500.00 without the approval of the Board.

16.7 Staff

The Board shall make all determinations regarding the employment of staff including the terms of employment, the duties and obligations of staff and the dismissal of staff.

17 PROCEEDINGS OF DIRECTORS

17.1 Use of Technology

The Directors of the Company may hold a meeting at two (2) or more venues using any technology (including email) that gives the Directors as a whole a reasonable opportunity to participate in the meeting and allows the parties present to hear and be heard by each other person present and adjourn and otherwise regulate the meeting as they determine.

17.2 Directors Meetings

The Directors shall meet not less than once per calendar month unless otherwise determined by the Board. Any Director may at any time, and the secretary must upon the request of the Director, convene a meeting of the Directors. A notice of meeting of the Directors shall be sent in writing to each Director of the company within seven (7) days of receipt of that requisition. The notice may also be given by telephone or other electronic means of communication. The notice shall specify:

- (a) the date (which shall be within a reasonable time of the notice), time and place for the proposed meeting; and
- (b) the nature of the business to be transacted at the meeting.

A notice of meeting shall be also sent to the immediate past chairman of the Board who shall be entitled to attend the Board meetings to ensure continuity of process and information. The immediate past chairman may not vote at the Board meeting unless they are a current Director of the Company.

17.3 Quorum

Unless otherwise determined by the Directors, a quorum at a meeting of Directors shall consist of at least four (4) Directors entitled to vote on any motion that may be moved by the meeting, one of whom must be either the chairman or deputy chairman.

17.4 Vacancy in the Office of Director

In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or of convening a general meeting of the Company.

17.5 Office of Chairman

The Directors shall elect one (1) of their number as chairman of their meetings and may determine the period for which the chairman so elected is to hold office. In the event that a chairman resigns as a chairman then the deputy chairman shall act as chairman until a replacement chairman is elected.

17.6 Circular Resolution

If all of the Directors have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document, a resolution in those terms shall be deemed to have been passed at a meeting of the Directors held on the day and at the time at which the document was signed by all of the Directors or, if the Directors signed the document on different days, on the day on which, and at the time at which, the document was last signed by the last Director to sign the document.

17.7 Documents forming resolution

For the purposes of Sub-Rule 17.6, two (2) or more separate documents containing statements in identical terms each of which is signed by one (1) or more Directors shall together be deemed to constitute one (1) document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents. A reference to all of the Directors does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution.

17.8 Remedy of Defects

All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a Director or a Member of the committee, or to act as, a Director, or that a person so appointed was disqualified, is valid as if the person had been duly appointed and was qualified to be a Director or to be a Member of the committee.

17.9 Minutes

The Directors shall cause proper minutes to be made of all general meetings of the Company and also of all appointments of officers and of the proceedings of all meetings of Directors and committees and of the attendance thereat and business transacted at such meetings, and any such minutes of any meeting if purporting to be signed by the chairman of such meeting or by the chairman of the next succeeding meeting shall be conclusive evidence without any further proof of the matters therein stated.

17.10 Resolutions

Notwithstanding anything else contained in this Rule the Directors may vote on a resolution by poll or by show of hands. Any Director may request that a resolution be resolved by a poll.

17.11 Visitor

Any member or sponsor of the Company may attend a Board meeting in the capacity of observer.

18 COMMITTEE

18.1 Delegation to Committee

The Directors may delegate any of their powers to a committee or committees consisting of such of their number as they think fit.

18.2 Powers of Committee

A committee to which any powers have been so delegated shall exercise the powers delegated in accordance with any directions of the Directors and a power so exercised shall be deemed to have been exercised by the Directors.

18.3 Committee Chairman

The Members of such a committee may elect one (1) of their number as chairman of their meetings.

18.4 Election of Chairman

Where such a meeting is held and:

- (a) a chairman has not been elected as provided by Sub-Rule 18.3; or
- (b) the chairman is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act,

the Members present may elect one (1) of their number to be chairman of the meeting.

18.5 Decision by Majority

Questions arising at a meeting of a committee shall be determined by a majority of votes of the Members present and voting.

18.6 Equality of Votes

In the case of an equality of votes, the chairman, in addition to his deliberative vote (if any), has a casting vote.

18.7 Committee to self regulate

A Committee may meet and adjourn as it thinks proper.

19 COMMON SEAL

19.1 Election to Adopt Company Seal

The Directors may resolve that the Company adopt a common seal. If the Company adopts a common seal, the Company shall set out on the common seal:

- (a) if the Company has its ACN as its name - the Company's name; or

- (b) in all other cases the Company's name, the expression "Australian Company Number" and its ACN.

19.2 Duplicate Common Seal

The Directors may resolve to adopt a duplicate common seal. The duplicate common seal shall be a copy of the common seal with the words "Duplicate Seal", "Share Seal" or "Certificate Seal" added to the original common seal.

19.3 Prohibited Use

A Director shall not use, or authorise the use of, a seal which purports to be the common seal of the Company (or a duplicate of the common seal) if the common seal does not comply with the requirements of this Rule.

20 MANAGING DIRECTOR

20.1 Appointment

The Directors may from time to time appoint one (1) or more of their body to the office of managing Director for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke any such appointment.

21 SECRETARY

21.1 Appointment

- (a) The Secretary of the Company shall be appointed by the Directors upon such terms and conditions as the Directors think fit. The Directors may at any time appoint a person as an additional Secretary or as acting Secretary or as a temporary substitute for the Secretary who shall for the purposes of these Rules be deemed to be the Secretary.
- (b) The Board may at any time appoint a minute secretary.

22 INTERESTED DIRECTORS

22.1 Disqualification of Interested Directors

A Director of the Company who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company or in any contract or arrangement entered into by or on behalf of the Company must declare the nature of his interest at a meeting of the Directors of the Company and the Board of Directors. That Director is disqualified in respect of any contract or arrangement in which he is so interested as aforesaid and may not in relation thereto:-

- A. vote;
- B. execute any deed or document whatsoever on behalf of the Company; or
- C. count in a quorum.

22.2 Other office may be held

A Director may hold any other office or place of profit, except that of auditor, in the Company in conjunction with his directorship and may be appointed thereto upon such terms as to remuneration, tenure of office and otherwise as may be arranged by the Directors.

22.3 Professional Director may act

Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.

23 ACCOUNTS AND AUDIT

23.1 Proper records kept

The Directors shall cause proper accounting and other records to be kept. A balance sheet and profit and loss account shall be prepared and distributed to all Members at least once per annum.

23.2 Members to have access

All Members have the right to examine and inspect any books records or accounts of the Company at any reasonable time.

23.3 Financial review

A person or persons who meet the conditions prescribed by the Corporations Act 2001 shall be appointed annually by the Board to conduct a review of the Networks financial accounts.

23.4 Request an audit

An audit will only be conducted if requested by 5% or more of the membership or if deemed necessary by the Board.

24 RESERVES

24.1 General

The Directors may write off from the earnings of the Company such amount for loss or depreciation of any of the Company's property as they think fit or set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies or for repairing improving and maintaining any of the property of the Company and for such purposes as the Directors in their discretion think conducive to the interests of the Company and may invest lend or dispose of the sums so set aside in any way they think fit and may from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide the reserve fund into such special funds as they think fit with full power to employ the assets constituting the reserve fund in the business of the Company and without being bound to keep the same separate from other assets.

25 NOTICES

25.1 Form of Notices

Notices given under this Constitution shall be:

- (a) in writing;
- (b) signed by the party giving the notice or its authorised representative;
- (c) addressed to the Notice Address of the person to whom it is to be given; and
- (d) transmitted by email.

25.2 Method and address for giving Notices.

Notices must be either:

- (a) delivered by hand;

- (b) posted by pre-paid, security or certified mail;
 - (c) transmitted by facsimile; or
 - (d) by email,
- to the Notice Address of the person receiving the notice.

25.3 Time of receipt

A notice given to a person in accordance with these Rules is deemed to have been given and received if:

- (a) delivered, on the day of delivery if delivered before 5:00pm on a business day, otherwise on the next business day;
- (b) posted by pre-paid security mail or certified mail, on the second day after the day on which the notice was accepted by the post office from the person sending the notice; or
- (c) transmitted by facsimile:
 - (i) the transmission report states that it was sent in full and without error; and
 - (ii) no objection is received from the recipient;
 - on the day of transmission if that report states that the transmission was completed before 5:00pm on a business day, otherwise on the next business day,
- (d) transmitted by email, the "return receipt" indicates a successful transmission.

25.4 Objection to facsimile

A person receiving a facsimile transmission may object to the facsimile transmission as not being fully intelligible. If a valid objection is made to a facsimile transmission and that person requests re-transmission before 5:00pm on the next business day after completion of the facsimile transmission, the person sending the facsimile transmission shall retransmit it, but any re-transmission is deemed to have been made at the time of completion of the original facsimile transmission. If a time restriction is placed, by reference to the date of receipt of the facsimile transmission, on the performance of an obligation or the exercise of a right by the person who makes the valid objection to a facsimile transmission, the time restriction for performance of the obligation or the exercise of the right is deemed extended by a corresponding time period to the time between the original transmission and re-transmission of the facsimile.

25.5 Advertisement required

If a Member has no registered address within Australia, a notice addressed to the Member and advertised in a morning newspaper published in the Capital City of the State in which the Member last had a registered address shall be deemed to be duly given to the Member at noon on the day on which the advertisement appears.

25.6 Eligibility to receive notices

Notice of every general meeting shall be given in some manner hereinbefore authorised to:-

- (a) every Member except those Members who have no registered address in Australia;
- (b) the chairman of Directors for the time being of the Company;
- (c) the auditor for the time being of the Company; and

- (d) a sponsor of the Company.

25.7 No others

No other persons shall be entitled to receive notice of general meetings.

26 INDEMNITY

26.1 Director against liability

To the extent permitted by the Law, the Company may indemnify a Director or officer of the Company or any related body corporate against:

- (a) any liability incurred by the Director or officer, in their capacity as a Director or officer, to a person other than the Company or a related body corporate, except where the liability relates to a lack of good faith; or
- (b) any liability for legal costs or expenses incurred by the Director or officer in defending proceedings (whether civil or criminal) in which judgement is given in favour of the Director or officer, the Director or officer is acquitted or the court grants relief to the Director or officer under the Law.

26.2 Payment of Insurance

The Company may insure, or pay any premiums on a policy of insurance for, a Director or officer of the Company or of a related body corporate against:

- (a) any liability incurred by the Director or officer, in their capacity as a Director or officer, to the Company except where the liability relates to a wilful breach of duty to the Company or a contravention of Section 181 - 184 of the Law.
- (b) any liability for legal costs or expenses incurred by the Director or officer in defending proceedings (whether civil or criminal) against the Director or officer in their capacity as a Director or officer.

26.3 Resolution to Grant Indemnity

A Director may vote in favour of a resolution that the Company grant an indemnity, take insurance or pay the premiums on an insurance policy even though the Director has a direct and material interest in the outcome of the resolution.

I/We, the Member/s whose name/s and address/es appear in the table below, being the initial Member/s of the Company hereby agree:

- (a) To adopt the Constitution and Rules for the Company on the terms and conditions set out herein;
- (b) That the replaceable rules of the Law, with the exception of Section 249X, will not apply to this Company; and
- (c) That I/we have read and understand the Constitution and Rules of the Company.

| Name | Address |
|------|---------|
| 1. | |

| | |
|----|--|
| 2. | |
| 3. | |
| 4. | |

Signed as an agreement by the Members on the dates appearing below each signature.

1. _____
Signature

Date

Name (printed)

2. _____
Signature

Date

Name (printed)

3. _____
Signature

Date

Name (printed)

4. _____
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