



TERRA FIRMA

CONSTITUTION



TERRA FIRMA EQUITY LIMITED

ACN 675 999 747

Constitution Terra Firma Equity Limited

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Certificate of Registration of a Company

This is to certify that

TERRA FIRMA EQUITY LIMITED

Australian Company Number 675 999 747

is a registered company under the Corporations Act 2001 and
is taken to be registered in Victoria.

The company **is limited by shares.**

The company is a **public** company.

The day of commencement of registration is
the twenty-first day of March 2024.



ASIC

Australian Securities & Investments Commission

Issued by the
Australian Securities and Investments Commission
on this twenty-first day of March, 2024.

A handwritten signature in black ink, appearing to read 'J Longo'.

Joseph Longo
Chair

CERTIFICATE

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context or subject matter otherwise requires:

ASX means ASX Limited;

Company means the Company whose members have adopted this Constitution;

Constitution means those rules for the operation of the Company set out in this Constitution;

Law means the *Corporations Act 2001 (Cth)*;

Listing Rules means the Listing Rules of ASX and any other rules of ASX which will apply if the Company is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX;

Notice Address means the last address for a person as recorded in the records of the Company and may include facsimile numbers or electronic mail addresses;

Prescribed Rate means the rate specified by the Company from time to time expressed as a rate per cent per annum or if no rate is specified, the Prescribed Rate is 8% per annum;

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

Replaceable Rule means any provision of those sections and sub-sections of the Law which are designated under section 141 of the Law as “replaceable rules” and so capable of being replaced or modified by a Company’s Constitution;

Rules means the provisions of this Constitution and **Rule** means any one of them.

1.2 Interpretation

Unless the context or subject matter otherwise requires, references to:

- (a) **singular** words include the **plural** and vice versa;
- (b) any **gender** includes every gender;
- (c) **person** is a reference to a natural person, corporations, trusts, associations, partnerships, government authorities, and other legal entities, and where necessary, includes successors and assigns;
- (d) **writing** includes printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible or electronic form, in English;
- (e) **signature** and **signing** means due execution of a document by a person, corporation or other relevant entity and include signing by an agent or attorney or representative (if a body corporate);
- (f) **months** mean calendar months;
- (g) **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) **sections** of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
- (i) an **agreement** or **document** means that agreement or document as amended, novated or supplemented;
- (j) a **party** includes that party's executors, administrators, substitutes, successors and assigns;
- (k) **sell** or **sold** include transfer, lease, assign, grant options and/or any other form of disposing of or creating an interest in the thing being considered and **buy** or **purchase** will be interpreted correspondingly;

- (l) where a person is entitled to **vote** or holds the **right to vote** on any matter by virtue of this Constitution, the person may vote by proxy or attorney or representative (if a body corporate);
- (m) **headings** and the **table of contents** are for convenience only and will be disregarded in the interpretation of this Constitution;
- (n) if a word or phrase is given a **defined meaning**, another grammatical form of that word or phrase has a corresponding meaning; and
- (o) **each paragraph** or sub-paragraph in a list is to be **read independently** from the others in the list.

1.3 Actions authorised under the Law

Where the Law authorises or permits a company to do any thing if authorised by its constitution, the Company is authorised or permitted to do that thing despite any other provision of this Constitution.

1.4 Corporations Act prevails

Where any provision in this Constitution is invalid or unenforceable or conflicts with any provision of the Law, it will be read and interpreted as being subject to the provisions of the Law and will be ineffective, but only to the extent of any invalidity, unenforceability or conflict.

1.5 No limit on exercise of powers

Where the Company or the directors or any other person is given a power, right or discretion under this Constitution:

- (a) the power, right or discretion may be exercised absolutely without restriction unless the power, right or discretion is expressly limited; and
- (b) any exercise of that power, right or discretion on any occasion will not restrict the further exercise of the power, right or discretion on any other occasion or at any time.

2. EFFECT OF THE CONSTITUTION

This Constitution has effect as a contract:

- (a) between the Company and each member;
- (b) between the Company and each director and 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. MODIFICATION AND AMENDMENT

Unless a member of the Company agrees in writing, that member will not be bound by any modification of the Constitution after the date upon which they became a member to the extent that the modification:

- (a) requires the members to take up additional shares;
- (b) increases the members liability to contribute to the share capital of, or otherwise to pay money to the Company;
- (c) imposes or increases restrictions on the right to transfer the shares held by the member, unless the modification is made to change from a public company to a proprietary company; or
- (d) inserts take over approval provisions of the kind referred to in Section 648D of the Law.

4. RIGHTS, POWERS AND PRIVILEGES

4.1 The Company

The Company has:

- (a) the rights, powers and privileges of a natural person; and
- (b) the rights, powers and privileges specified in the Law.

4.2 Specific power

Without limiting Rule 4.1, the Company has the power to:

- (a) issue and allot fully or partly paid shares;
- (b) issue debentures;
- (c) distribute Company property among its members, in kind or otherwise;
- (d) grant options over unissued shares;
- (e) give security by charging uncalled capital;
- (f) grant a fixed and/or floating charge over Company property;
- (g) register the Company as a body corporate in any place outside Australia; and
- (h) do anything that it is authorised to do by any other law.

4.3 Legal capacity not affected

The Company's legal capacity to do something is not affected by the fact the Company's interests are not, or would not be, served by doing it.

5. PUBLIC COMPANY

5.1 Statutory requirements

The Company is registered as a public company limited by shares and accordingly:

- (a) the number of members of the Company must not be less than one (1); and
- (b) the minimum number of directors that the Company must have at any time is three (3).

5.2 Counting members

In determining the number of members for the purposes of Rule 5.1(a) joint holders of shares must be counted as one (1) person.

5.3 Amendment to list on the ASX

If the Company intends to list on the ASX, prior to applying for such listing it must amend the Constitution by either:

- (a) incorporating Appendices 15A and 15B of the Listing Rules into the terms of the Constitution; or
- (b) otherwise amending the Constitution to ensure that it complies, and is consistent, with the Listing Rules and the Corporations Act 2001 as it relates to listed public companies.

5.4 Listing on the ASX

If the Company is admitted to the Official List of ASX, the following clauses apply:

- (a) regardless of anything contained in this Constitution or in any Replaceable Rule applicable to the Company, if the Listing Rules prohibit an act being done, the act must not be done;
- (b) nothing contained in this Constitution or any Replaceable Rule applicable to the Company prevents an act being done that the Listing Rules require to be done;

- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this Constitution to contain a provision and it or any Replaceable Rule applicable to the Company does not contain such a provision, this Constitution is deemed to contain that provision;
- (e) if the Listing Rules require this Constitution not to contain a provision and it contains such a provision, this Constitution is deemed not to contain that provision;
- (f) if the Listing Rules require this Constitution not to contain a provision and any Replaceable Rule applicable to the Company is or contains such a provision, that Replaceable Rule is deemed not to apply to the Company;
- (g) if any provision of this Constitution is or becomes inconsistent with the Listing Rules, this Constitution is deemed not to contain that provision to the extent of the inconsistency;
- (h) if any Replaceable Rule applicable to the Company is or becomes inconsistent with the Listing Rules, this Constitution is deemed to replace or modify that Replaceable Rule to the extent of any inconsistency.

6. CLASSES OF SHARES

6.1 Classes

The shares of the Company are divided into the following classes:

Class
Ordinary Shares
A Class Shares
F Class Redeemable Preference Shares
G Class Redeemable Preference Shares

6.2 Dividend may vary

The Company in general meeting may on the recommendation of the directors declare dividends from time to time which may vary as between the different classes of shares of the Company.

7. SHARE RIGHTS

7.1 Ordinary shares

Holders of Ordinary shares have:

- (a) the right to receive notices of meetings and to attend and vote at all meetings of the Company;
- (b) the right to participate in any dividend declared on the class of shares held;
- (c) the right, in a winding up or a reduction of the capital of the Company, to repayment of the amount paid up on those shares; and
- (d) the right to participate in any division of any surplus assets or profits of the Company equally with all other members having similar rights.

7.2 A Class shares

Holders of A Class shares have:

- (a) no right to receive notices of meetings or to vote at any meeting of the Company;
- (b) the right to participate in any dividend declared on the class of shares held;

- (c) the right, in a winding up or a reduction of the capital of the Company, to repayment of the amount paid up on those shares; and
- (d) the right to participate in any division of any surplus assets or profits of the Company equally with all other members having similar rights.

7.3 F Class Redeemable Preference shares

- (a) Holders of F Class Redeemable Preference shares have:
 - (i) the right to receive notices of meetings and to attend and vote at all meetings of the Company;
 - (ii) the right to participate in any dividend declared on the class of shares held;
 - (iii) the right, in a winding up or a reduction of the capital of the Company, to repayment of the amount paid up on those shares; and
 - (iv) no right to participate in the division of any surplus assets or profits of the Company.
- (b) The Company may at any time redeem all or redeem any one or more F Class Redeemable Preference shares. If the Company elects to do so:
 - (i) the Company will give the holder of the shares to be redeemed seven days written notice of the redemption;
 - (ii) the notice will be delivered or posted to the Notice Address for the holder of those shares with a cheque for the amount paid up in respect of those shares; and
 - (iii) any redemption under this Rule will be effective immediately upon the expiry of seven days from the delivery or posting of the notice of redemption.

7.4 G Class Redeemable Preference shares

- (a) Holders of G Class Redeemable Preference shares have:
 - (i) no right to receive notices of meetings or to vote at any meeting of the Company;
 - (ii) the right to receive from the profits of the Company as a first charge a non-cumulative preferential dividend at the Prescribed Rate of the amount then paid up (and not previously redeemed) on the G Class Redeemable Preference shares held;
 - (iii) the right, in a winding up or a reduction in capital of the Company, to repayment of the amount paid up on those shares; and
 - (iv) no right to participate in the division of any surplus assets or profits of the Company.
- (b) The Company may at any time redeem all or redeem any one or more G Class Redeemable Preference shares. If the Company elects to do so:
 - (i) the Company will give the holder of the shares to be redeemed seven days written notice of the redemption;
 - (ii) the notice will be delivered or posted to the Notice Address for the holder of those shares with a cheque for the amount paid up in respect of those shares; and
 - (iii) any redemption under this Rule will be effective immediately upon the expiry of seven days from the delivery or posting of the notice of redemption.

7.5 Order of repayment of capital

Regardless of any other provision in these Rules, on a winding up or a reduction of the capital of the Company, the amount paid up on the shares in each class then issued will be repaid to the holders of those shares in the following priority:

- (a) G Class Redeemable Preference Shares;
- (b) F Class Redeemable Preference Shares;
- (c) Ordinary Shares;

- (d) A Class Shares;

7.6 Directors determine rights on shares

- (a) The directors may issue shares in the Company by resolution.
- (b) Shares may be issued with any preferred or other special rights or restrictions relating to dividends, voting, return of capital or otherwise as the directors determine.
- (c) Any issue of shares by the directors will not affect any special rights previously given to any existing shares or class of shares unless done in compliance with Rule 8.
- (d) Any issue of shares will be subject to the Law.

7.7 Voting rights on shares

Unless otherwise stated in these Rules or on the issue of any shares, where a share has voting rights attached to it, the holder of those shares has the right to cast one (1) vote upon a show of hands and upon a poll to cast one (1) vote for each share held.

8. VARYING SHARE CLASS RIGHTS

8.1 Special resolution

- (a) The rights attached to any class of share may be varied:
 - (i) with the consent in writing of the holders of at least seventy-five percent (75%) of the issued shares of that class; or
 - (ii) with the sanction of a special resolution passed at a separate meeting of the holders of the shares of the class.
- (b) The rights attaching to any class of shares may be varied whether or not the Company is being wound up.

8.2 Deemed variation of rights

The rights conferred upon the holders of the shares of any class issued with preferred or other rights will, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking equally with the first-mentioned shares.

9. COMMISSION

9.1 Payment

The Company may make payments by way of brokerage or commission in accordance with the Law.

9.2 Allotment to satisfy

Payments by way of brokerage or commission may be satisfied by any combination of:

- (a) the payment of cash; and/or
- (b) the allotment of fully or partly paid shares.

10. RECOGNITION OF THIRD PARTY INTERESTS

10.1 Company not required

The Company may, but is not required to, recognise a person as holding a share upon any trust or will if required by the Law.

10.2 Not bound to recognise interests

Whether or not the Company has notice of the rights or interests concerned, the Company is not bound to recognise:

- (a) any equitable, contingent, future, or partial interest in any share or unit of a share; or
 - (b) any other right in respect of a share,
- except an absolute right of ownership of a member unless otherwise provided by this Constitution or the Law.

11. LIEN ON SHARES

11.1 Company lien

The Company has a first and paramount lien on all shares for all money called or payable in respect of those shares whether presently payable or not.

11.2 Lien for moneys payable

The Company has a first and paramount lien on all shares registered in the name of a member for all money presently payable by that member or their estate to the Company.

11.3 Exempt share from lien

The directors may exempt a share wholly or partially from the provisions of this Rule.

11.4 Lien extends to dividends

The Company's lien on a share extends to all dividends payable in respect of the share. The directors may retain those dividends and apply them towards payment of any amounts due to the Company in satisfaction of the lien.

11.5 Sale of share

- (a) The Company may sell any shares on which the Company has a lien by whatever means and with any terms as the directors decide.
- (b) A share on which the Company has a lien must not be sold unless:
 - (i) a sum in respect of which the lien exists is presently payable; and
 - (ii) the Company has given the registered holder of the share at least fourteen (14) days notice within which to pay the amount claimed.

11.6 Company as attorney

The Company will be constituted as the attorney of the holder of the shares and may execute a transfer of the shares sold under a lien to any purchaser of the shares or may authorise any person to execute a transfer of the shares sold under a lien to the purchaser of the shares.

11.7 Register of transfer

The Company will register the purchaser as the holder of the shares comprised in the transfer and the purchaser is not bound to see to the application of any purchase money.

11.8 Title to shares

- (a) The title of the purchaser to the shares is not affected by any irregularity or invalidity in connection with the sale. The purchaser is not liable for any calls which were due before the purchase of the shares unless otherwise agreed.
- (b) The remedy of any person aggrieved by any sale will be in damages only and against the Company exclusively.

11.9 Application of proceeds of sale

The proceeds of a sale of shares under a lien will be applied by the Company in payment of the part of the amount claimed which is presently payable. Any residue will be paid to the person entitled to the shares at the date of the sale except that the directors may withhold any residue which is subject to any lien that existed before the sale for sums not presently payable.

12. CALLS ON SHARES

12.1 Director to make calls

- (a) The directors may make calls upon a member for any money unpaid on shares held by them.
- (b) A call for payment must be made by notice to the member:
 - (i) given not less than 14 days before the due date for payment;
 - (ii) specifying the amount claimed and the place and manner of payment;
 - (iii) specifying that the call is to be paid in instalments if required by the directors.
- (c) If a member does not receive a call notice or the directors accidentally omit to give the member a call notice, that omission will not invalidate the call and the liability of the member for that call.

12.2 Member to pay call

A member must pay the amount claimed in a call notice to the Company in accordance with that notice.

12.3 Directors may postpone

The directors may revoke or postpone a call.

12.4 Liability of joint holders

The joint holders of any shares are jointly and severally liable to pay all calls on those shares.

12.5 Interest on unpaid calls

If a call is not paid within the required time, the member will pay interest at the Prescribed Rate on the outstanding amount from the due date to the date payment is made. The directors may waive the payment of interest wholly or partly.

12.6 Consequences of failure to pay call

If a member does not pay any call or any other amount due in relation to a share, then all Rules relating to payment of interest and expenses, forfeiture or otherwise apply.

12.7 Directors may differentiate on calls

The directors may differentiate between members as to the amount of calls to be paid and the times of payment.

12.8 Acceptance of money

- (a) The directors may accept from a member any part of the amount unpaid on a share whether or not an amount has been called.
- (b) The directors may authorise the payment of interest on any amount accepted in advance of a call until the amount becomes due at a rate agreed by the directors and the member not exceeding the Interest Rate.

13. TRANSFER OF SHARES

13.1 Form of transfer

- (a) A member may transfer all or any of the member's shares only as provided in these Rules. Any transfer will be subject to this Constitution and the Law.
- (b) A transfer of shares must be:
 - (i) in the form in Schedule 1 or in any other form that the directors approve;
 - (ii) signed by the transferor and the transferee; and
 - (iii) approved by the directors.

13.2 Effect of registration

- (a) A transferor of shares is the holder of those shares until a transfer is registered.
- (b) A transferee of shares does not become the holder of the shares until the name of the transferee is entered in the register of members.

13.3 Transferee bound

Any person who acquires shares from another person is deemed to be bound by the terms of this Constitution as if it were an original party to it immediately upon registration of the person as a member.

13.4 Conditions of registration

A transfer of shares must be delivered at the registered office of the Company, with:

- (a) any registration fee not exceeding \$100.00 as the directors require;
- (b) the relevant share certificate; and
- (c) any other information the directors require to show the transferor's right to transfer the shares.

13.5 Registration of transfer

The Company will:

- (a) register a transfer of shares in accordance with this Rule;
- (b) register the transferee as the holder of the shares in the books of the Company, subject to any other Rule.

13.6 Directors may refuse to register transfer

The directors may refuse to register a transfer of shares without explanation.

13.7 Suspension of registration of transfers

- (a) The registration of transfers may be suspended by the directors.
- (b) Any suspension will continue for the period the directors specify.
- (c) A suspension of transfers must not exceed an aggregate of 30 days in any calendar year.

14. TRANSMISSION OF SHARES ON DEATH**14.1 Personal representative or joint holder**

When a member dies, the Company will recognise:

- (a) the personal representative of that member, where the share is not held jointly; or
 - (b) a surviving joint holder of that share, where the share is held jointly,
- as being entitled to the deceased member's interest in the shares.

14.2 Representative as holder of shares

If Rule 14.1(a) applies, after the member's personal representative establishes their entitlement to the satisfaction of the directors, the personal representative:

- (a) may elect to be and will be registered as a holder of the member's shares;
- (b) may transfer the member's shares to another person in accordance with Rule 13; and
- (c) is entitled to the member's rights under this Constitution.

14.3 Estate remains liable

When a member dies, the estate of that member is not released from any liability in respect of the member's shares.

15. TRANSMISSION OF SHARES ON BANKRUPTCY

15.1 Trustee in bankruptcy

If a member becomes bankrupt, the Company will recognise the trustee in bankruptcy of that member as being entitled to the member's interest in the shares.

15.2 Trustee as holder of shares

If Rule 15.1 applies, after the member's trustee in bankruptcy establishes their entitlement to the satisfaction of the directors, the trustee:

- (a) may elect to be and will be registered as the holder of the member's shares;
- (b) may transfer the member's shares to another person in accordance with Rule 13 if the share is held solely by that member; and
- (c) is entitled to the member's rights under this Constitution.

15.3 Bankruptcy Act

Rule 15 has effect subject to the *Bankruptcy Act 1966*.

16. TRANSMISSION OF SHARES ON MENTAL INCAPACITY

16.1 Trustee or guardian etc

If a person becomes entitled to shares because of the mental incapacity of a member, the Company will recognise that person as being entitled to the member's interest in the shares.

16.2 Trustee or guardian as holder of shares

If Rule 16.1 applies, after that person establishes their entitlement to the satisfaction of the directors, the person:

- (a) may elect to be and will be registered as the holder of the member's shares;
- (b) may transfer the member's shares to another person in accordance with Rule 13 if the share is held solely by that member; and
- (c) is entitled to the member's rights under this Constitution.

17. FORFEITURE OF SHARES

17.1 Failure to pay a call

If a member does not pay a call or instalment of a call by the due date, the directors may serve a notice on that member while an amount remains unpaid which requires payment of that amount, with any interest that has accrued.

17.2 Forfeiture on notice

The notice must:

- (a) nominate another day not less than 14 days after the service of the notice by which the payment must be made; and
- (b) state that the relevant shares may be forfeited by the Company if the amount is not paid by the due date.

17.3 Forfeiture by resolution

If the member does not pay the amount claimed in accordance with the notice, the relevant shares may be forfeited by a director's resolution unless the amount has then been paid.

17.4 Dividends

A forfeiture of shares includes all dividends declared but unpaid relating to those shares.

17.5 Sale of forfeited share

A forfeited share may be sold on any terms the directors decide. A forfeiture may be cancelled before a sale or disposition on any terms the directors decide.

17.6 Liability to the Company

A person whose shares have been forfeited:

- (a) ceases to be a member in relation to those shares; and
- (b) has no claims or demands against the Company relating to those shares; and
- (c) has no other rights relating to the shares except any residual rights provided by this Constitution or the Law; and
- (d) remains liable to pay to the Company all money that was payable by him; and
- (e) is liable to pay interest at the Prescribed Rate on unpaid amounts from the due date until paid in full.

17.7 Statement by a director is evidence

A written statement declaring that the person making the statement is a director or a secretary, and that a share in the Company has been forfeited on a date specified in the statement or that an amount is payable by a member or former member to the Company in relation to a call including interest, is *prima facie* evidence of those facts against any person claiming to be entitled to the share.

17.8 Consideration for sale of forfeited share

The Company may receive any consideration paid on any sale of the forfeited share and may execute a transfer to the buyer of that share.

17.9 Registration of transferee

The transferee will be registered as the holder of the share on the execution of the transfer and is not bound to see to the application of any money paid as consideration.

17.10 Title of transferee not affected

The title of the transferee is not affected by any irregularity or invalidity in connection with the forfeiture or sale of the share.

17.11 Non-payment of amount

The Rules as to forfeiture apply in the case of non-payment of any sum payable in respect of a share that becomes payable at a fixed time, as if that sum had been payable in relation to a call for payment.

18. CHANGES TO SHARE CAPITAL

The Company may by resolution:

- (a) increase its share capital by a specified amount by the creation of new shares;
- (b) consolidate or divide any of its share capital into shares of a larger face value than its existing shares;
- (c) subdivide any of its shares into shares of a smaller face value provided that the proportion between the amount paid and the amount unpaid on each share is the same as it was per share prior to the subdivision; and
- (d) cancel shares that have not been taken or agreed to be taken by any person or have been forfeited and reduce its issued share capital by the amount of the shares cancelled.

19. GENERAL MEETINGS

19.1 Director may convene

Any director may convene a general meeting of members whenever that director decides. A director may cancel any meeting convened by that director.

19.2 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) any member or members holding 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.

19.3 Form of 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.

19.4 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.

19.5 Members may convene

Two or more members holding, between them, at least 5% of the votes that may be cast at a general meeting, may call and arrange to hold a general meeting. The members calling the meeting must pay the expenses of calling and holding the meeting.

19.6 Notice of general meeting

- (a) A general meeting may only be convened by giving the members notice of the meeting.
- (b) A notice of general meeting does not need to be given to members who are not entitled to notice of meetings.
- (c) A notice of a general meeting must:
 - (i) be given at least twenty-one (21) days before the date of the meeting unless otherwise agreed by all the members entitled to notice; and
 - (ii) specify the place, the day and the time of the meeting; and
 - (iii) describe the nature of the business to be transacted at the meeting; and
 - (iv) contain any other information required by the Law.
- (d) The directors may postpone a general meeting or change the venue for the meeting by giving written notice to all members who received the original notice of meeting at least forty-eight (48) hours before the appointed time. That notice must specify the time and place for the postponed meeting.
- (e) If a member does not receive a meeting notice or the directors accidentally omit to give the member a meeting notice, that omission will not invalidate the proceedings or any resolution passed at the meeting.
- (f) No business is to be transacted at any general meeting except that contained in the meeting notice unless all the members agree otherwise.

19.7 Quorum

- (a) Business must not be transacted at a general meeting if a quorum of members is not present when the meeting proceeds to business.

- (b) A quorum will be:
 - (i) if the Company has only one member entitled to receive notice of and vote at the meeting, that member; or
 - (ii) in every other case, two (2) members who are entitled to receive notice of and vote at the meeting.
- (c) A quorum of members must be present throughout each general meeting. If a quorum is not present at any time the meeting is not validly convened but without affecting the validity of any business conducted before the absence of a quorum occurs.

19.8 Determine a quorum

In determining whether a quorum is present, a person attending as a proxy, or representing a body corporate that is a member, is deemed to be a member.

19.9 Procedure where no quorum

- (a) If a quorum is not present within thirty (30) minutes after the time appointed for the meeting:
 - (i) where the meeting was convened upon the requisition of members, the meeting will be dissolved; or
 - (ii) in any other case, the meeting will be adjourned.
- (b) Any adjourned meeting will be rescheduled to take place on a day and time and at the place that the directors decide.
- (c) If no directors are present at the meeting or if no decision is made by the directors, the meeting will take place on the same day and at the same time and place as originally notified, but in the next succeeding week.
- (d) If at the rescheduled meeting a quorum is not present within thirty (30) minutes after the appointed time, then the meeting will be dissolved unless it is adjourned under Rule 19.12.

19.10 Election of chairman

- (a) The directors will elect one director to preside as chairman at every general meeting. If the directors have elected a chairman of directors, that person will be deemed to be elected as the chairman at each general meeting.
- (b) Where a general meeting is held and:
 - (i) a chairman of directors has not been elected; or
 - (ii) the chairman of directors is not present within 15 minutes after the appointed time; or
 - (iii) the chairman of directors is unwilling to act,

then the members present will elect one member to be chairman of the meeting.

19.11 No casting vote

Unless the directors determine otherwise, the chairman does not have a casting vote in addition to any vote the chairman has as a member.

19.12 Adjournment of meeting

- (a) The chairman may adjourn any meeting of members.
- (b) An adjournment of a meeting of members must only be made:
 - (i) with the consent of the meeting, provided a quorum is present; or
 - (ii) in the case of an adjournment under Rule 19.9(d), with the consent of members present and entitled to vote; or
 - (iii) if directed by the meeting to do so.
- (c) Any adjournment may change the time or the venue for the meeting.

- (d) Only business left unfinished from the meeting adjourned must be transacted at any rescheduled meeting.

19.13 Adjournment of thirty (30) days

If a meeting is to be adjourned for thirty (30) days or more, notice of the adjourned meeting must be given as if it was an original meeting.

19.14 Adjournment of less than thirty (30) days

A notice of meeting is not required to be given for an adjourned meeting where the adjournment is for less than thirty (30) days.

19.15 Show of hands or poll

Any vote taken at a general meeting is decided on a show of hands unless a poll is demanded:

- (a) by the chairman; or
- (b) by at least two (2) members present in person or by proxy; or
- (c) members with at least 5% of the votes that may be cast on the resolution on a poll, present in person or by proxy; or
- (d) by a member or members holding voting shares on which an aggregate sum has been paid up equal to at least one-tenth of the total sum paid up on all the voting shares.

19.16 Declaration on show of hands

If a poll is not demanded, the chairman's declaration that a resolution has been carried or lost with an entry to that effect in the minute book is conclusive evidence of that fact. It is not necessary to record the number or proportion of votes recorded for or against the resolution.

19.17 Withdraw poll

The demand for a poll may be withdrawn at any time.

19.18 Demand for poll

A poll will be taken immediately if one is demanded or at any other time after an interval or adjournment or otherwise as the chairman decides. The result of the poll will be recorded as the resolution of the meeting at which the poll was demanded.

19.19 Poll for chairman

Any poll demanded on the election of a chairman or on a question of adjournment must be taken immediately.

19.20 Voting

Subject to any rights or restrictions attached to any class of shares:

- (a) at meetings of members or classes of members, each member entitled to vote may vote in person or by proxy or attorney or by representative (if a body corporate); 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 member present in person or by proxy or attorney has one (1) vote for each share the person holds.

19.21 Joint holders of shares

When shares are held jointly, the senior member's vote will be accepted to the exclusion of the votes of other joint member. Seniority is determined by the order in which the member's names stand in the register of members.

19.22 Members not to vote unless fully paid

A member is only entitled to vote at a general meeting if all calls and other amounts presently payable by the member in respect of those shares have been paid.

19.23 Objection to qualification of member

Any objection to the qualification of a person to vote must be made at the same meeting at which that person's vote is tendered. Any objection must be referred to the chairman of the meeting whose decision is final and:

- (a) any vote approved will be valid for all purposes; or
- (b) any vote disallowed will be invalid and must be disregarded.

19.24 Only members entitled to vote may 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 will be entitled to vote.

19.25 Rights of third parties to attend general meetings

Even if they are not members of the Company, the following persons have the right to attend any general meeting and, if requested by the directors, to speak at the general meeting:

- (a) any director; and
- (b) any secretary of the Company; and
- (c) any other person invited by the directors.

20. RULES FOR VOTING BY PROXY**20.1 Proxies**

A member who is entitled to attend and cast a vote at a general meeting may appoint a person as the member's proxy to attend and vote for the member at the meeting and in that case:

- (a) the appointment may specify the proportional number of votes that the proxy may exercise;
- (b) if the member is entitled to cast two (2) or more votes at the meeting, they may appoint two (2) proxies. If the member appoints two (2) proxies and the appointment does not specify the proportion or number of the member's votes each proxy may exercise, each proxy may exercise half of the votes;
- (c) an appointment of a proxy may, at any time before the vote to which the proxy relates is exercised, be revoked by written notice delivered to the Company secretary;
- (d) any fractions of votes resulting from the application of Rules 20.1(a) or (b) must be disregarded.

20.2 Attorneys

Any member may, by power of attorney, appoint an attorney to act on the member's behalf at all or any meetings of the Company. The power of attorney or a copy of it, verified in a manner satisfactory to the directors, must be produced for inspection at the registered office or any other place specified for that purpose in the notice convening the meeting with evidence of proper execution as the directors require, not less than forty-eight (48) hours before the meeting.

20.3 Representatives of corporations

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

20.4 Representative need not be a member

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

20.5 Proxy in writing

An instrument appointing a proxy must be in writing and signed by:

- (a) the appointor; or

- (b) the appointor's attorney; or
- (c) the persons authorised under the Law or by an authorised officer or attorney of the appointor, where the appointor is a body corporate.

20.6 How the proxy is to vote

If the document appointing a proxy specifies how the proxy is to vote in relation to a resolution, the proxy must vote as specified in the document. Any vote tendered otherwise is invalid and must be disregarded.

20.7 Authority for a poll

A document appointing a proxy confers the authority to demand a poll.

20.8 Form of proxy

The appointment of a proxy must be substantially in the form in Schedule 2.

20.9 Delivery of proxy before meeting

- (a) The appointment of a proxy is not valid unless the appointment document and a certified copy of any power of attorney or other authority under which that document is signed is delivered to the Company.
- (b) The relevant documents must be delivered, not less than 48 hours before the appointed meeting time.
- (c) The relevant documents must be delivered to the Company's registered office or to any other place in Australia specified in the notice convening the meeting.

20.10 Validity of proxy vote

A vote tendered in accordance with a proxy or a power of attorney is valid even if:

- (a) the appointor or principal dies or becomes mentally incapacitated;
- (b) the proxy or power of attorney is revoked in any way; or
- (c) any share in relation to which the authority is given is sold or transferred,

but only if the Company had no written notice of any defect before any authority is exercised.

20.11 Instrument not valid

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

21. APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS

21.1 Number of directors

The number of directors must not be less than three (3). The Company may by ordinary resolution passed at a general meeting of the members increase or reduce the number of directors but must not reduce the minimum number of directors below three (3).

21.2 Appointment of directors

The directors have the power to appoint any person as a director to fill a casual vacancy or as an addition to the board provided that the number of directors does not exceed any maximum number of directors fixed by this Constitution.

21.3 Rotation of directors

At the first annual general meeting of the Company, all of the directors must retire from office. At every subsequent annual general meeting, one-third of the directors, or if the number of directors is not a multiple of three (3), then the number nearest to one-third, must retire from office. A retiring director is eligible for re-election. The directors to retire at an annual general meeting are those who have been longest in office since their election. As between persons who became directors on the same date, the directors to retire will be determined by lot.

21.4 Re-election of retiring directors

The Company may, by ordinary resolution, fill a vacated director's office by electing a person to that office. If the vacated office is not filled, the retiring director must, if offering himself for re-election, be deemed to have been re-elected unless at that meeting:

- (a) it is resolved not to fill the vacated office; or
- (b) a resolution for the re-election of the director is put and lost.

21.5 Removal of director

- (a) The Company may remove any director and appoint another director as a replacement.
- (b) The removal or replacement of a director must be effected by ordinary resolution of the Company.

21.6 Remuneration of directors

The directors will be entitled to be paid the remuneration determined by the Company in general meeting.

21.7 Director's expenses

The directors will be entitled to be paid all travelling and other expenses properly incurred by them:

- (a) in attending meetings of the directors or any committee of the directors;
- (b) in attending general meetings of the Company; or
- (c) in connection with the Company's business.

21.8 No shareholding requirement

Directors are not required to hold shares in the Company.

21.9 Vacation of director's office

The office of a director becomes vacant if:

- (a) required by the Law;
- (b) the director is removed under these Rules;
- (c) the director dies or becomes mentally incapacitated or the director's estate is liable to be dealt with under a law relating to mental health;
- (d) the director becomes bankrupt or makes any arrangement or composition with creditors;
- (e) the director resigns;
- (f) the director is absent from directors' meetings for at least six (6) months without the consent of the other directors; or
- (g) the director holds any other office of profit under the Company, except that of managing director, without the consent of the Company in general meeting.

22. POWERS AND DUTIES OF DIRECTORS**22.1 Directors manage the business**

- (a) Subject to the Law and to these Rules, the Company's business will be managed by the directors.
- (b) The directors are entitled to pay or reimburse all expenses incurred in promoting and forming the Company.
- (c) The directors may exercise all powers of the Company except where those powers must be exercised by the Company in general meeting under the Law or these Rules.

22.2 All powers of Company

Without limiting Rule 22.1, the directors may exercise all the powers of the Company to:

- (a) borrow money;
- (b) charge any property or business of the Company or all or any of its uncalled capital;
- (c) issue debentures; or
- (d) give any other security for a debt, liability or obligation of the Company or of any other person.

22.3 Corporate groups

- (a) If the Company is a wholly owned subsidiary of another Company (the "Holding Company"), the directors may act in the best interests of the Holding Company.
- (b) The directors must not act in the way referred to in Rule 22.3(a) if the Company is insolvent at the time or would by virtue of the directors' actions become insolvent.

22.4 Appointment of attorney

- (a) The directors may appoint any person or persons under a power of attorney to be the attorney or attorneys of the Company.
- (b) The appointment may be:
 - (i) for any purpose; or
 - (ii) in relation to any of the directors powers, authorities and discretions; or
 - (iii) for any period; and/or
 - (iv) subject to any conditions as the directors decide.

22.5 Provisions of power of attorney

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

22.6 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, must be signed, drawn, accepted, endorsed or otherwise executed:

- (a) by any two (2) directors; or
- (b) in any other manner as the directors decide.

23. PROCEEDINGS OF DIRECTORS**23.1 Use of technology**

Any directors' meeting may be conducted at more than one (1) venue by using any technology that gives each director a reasonable opportunity to participate in the meeting and permits each director present to hear and be heard by each other director present.

23.2 Directors' meetings

- (a) Any director may convene a directors' meeting. The secretary must convene a meeting at the request of a director.
- (b) Notice of a directors' meeting must be given to each director within seven (7) days after a request to convene a meeting.
- (c) The notice may be given by telephone or other electronic means of communication. The notice must specify:

- (i) the date and time for the proposed meeting;
- (ii) the venue for the meeting unless the meeting is conducted under Rule 23.1;
- (iii) if the meeting is to be conducted under Rule 23.1, the method for conducting the meeting; and
- (iv) the nature of the business to be transacted at the meeting.

23.3 Quorum

- (a) A quorum at a directors' meeting will be at least two (2) directors entitled to vote on any motion that may be moved by the meeting.
- (b) A quorum of directors must be present throughout each director's meeting. If a quorum is not present at any time the meeting is not validly convened but without affecting the validity of any business conducted before the absence of a quorum occurs.

23.4 Directors to continue to act

Where a vacancy in the office of a director occurs, the remaining directors may continue to act. If the number of remaining directors is insufficient to constitute a quorum, the directors may act only for the purpose of increasing the number of directors to that required to constitute a quorum or to convene a general meeting.

23.5 Election of chairman

The directors may elect one (1) director as chairman of their meetings and may determine the period for which the chairman is to hold office.

23.6 Chairman not present

Where a directors' meeting is held and the chairman:

- (a) has not been elected; or
- (b) is not present within fifteen (15) minutes after the appointed time; or
- (c) is unwilling to act,

then the directors present will elect one (1) other director to be chairman of the meeting.

23.7 No casting votes

The chairman does not have a casting vote in addition to any vote the chairman has as a director.

23.8 Circular resolution

The directors may pass a resolution without a directors' meeting if all of the directors entitled to vote on the resolution sign a document stating that they are in favour of the resolution. Duplicate copies of the document may be used for signing. The resolution is deemed to be passed when the last director signs.

23.9 Validity of directors acts

All things done by any directors' meeting or by a committee of directors or by any person acting as a director will be valid even though it subsequently becomes known:

- (a) 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
- (b) that a person appointed was disqualified.

23.10 Decisions of the directors

Any question arising at a directors' meeting or any committee of directors is determined by a simple majority of votes of the directors.

23.11 Minutes

The directors will cause proper minutes to be made of:

- (a) all general meetings of the Company;
- (b) all appointments of officers;
- (c) the proceedings of all meetings of directors and committees of directors;
- (d) the attendance at all meetings of the Company or directors and the business transacted at those meetings,

and any minutes purporting to be signed by the chairman of the meeting or by the chairman of the next succeeding meeting will be conclusive evidence without any further proof of the matters stated in them.

24. ALTERNATE DIRECTORS

24.1 Appointment of an alternate

A director may appoint any person to be an alternate director during any period as the director requires, but only:

- (a) with the approval of the other directors; and
- (b) while the appointor is not available to act.

24.2 Notice of meetings

An alternate director is entitled to notice of and to vote at directors' meetings unless the appointor is present at the meeting.

24.3 Power of alternate

An alternate director may exercise any of the appointor's powers during any period that the appointor is unavailable to do so. The exercise of any power by the alternate director is deemed to be the exercise of that power by the appointor.

24.4 Termination of appointment

The appointment of an alternate director will terminate:

- (a) on notice by the appointor even though the appointment period has not expired;
- (b) automatically if the appointor ceases to be a director.

24.5 Responsibility

An alternate director will, whilst acting as director, be responsible to the Company for his or her own acts and defaults and will not be deemed to be the agent of the director by whom he was appointed.

25. INTERESTED DIRECTORS

25.1 Notice requirements

- (a) If a director has a material personal interest in any matter that relates to the affairs of the Company, the director must disclose that interest to the other directors unless the director is not required to disclose the interest in the circumstances listed in Section 191(2) of the Law.
- (b) The notice disclosing the director's material personal interest must:
 - (i) give details of the nature and extent of the interest and how it relates to the affairs of the Company;
 - (ii) be given at a directors' meeting as soon as practicable after the director becomes aware of the interest; and
 - (iii) be recorded in the minutes of the directors' meeting at which the notice is given.

25.2 Director must not vote

A director who has a material personal interest in any matter being considered at a director's meeting must not be present while the matter is being considered and must not vote on the matter.

25.3 Exception to Rule

Regardless of Rule 25.2, if:

- (a) the director is not required to disclose the interest under Section 191 of the Law; or
- (b) the director has disclosed the interest under Section 191 of the Law and the other directors not having a material personal interest in the matter pass a resolution that:
 - (i) identifies the director, the nature and extent of the director's interest in the matter and its relation to the affairs of the Company; and
 - (ii) states that those directors are satisfied that the interest should not disqualify the director from voting on the matter or being present; or
- (c) ASIC has determined that the director may be present and vote under Section 196 of the Law,

then the director may be present at the meeting considering the matter and may vote in relation to it.

25.4 No quorum available

If a quorum of directors is not present at any meeting because of the operation of Rule 25.2, any director may call a general meeting and the general meeting may pass a resolution to deal with the matter.

25.5 Director not disqualified

If a director is permitted to be present and to vote by virtue of Rule 25.3:

- (a) that director will not be disqualified by the office from contracting with the Company either as vendor, purchaser or otherwise;
- (b) no contract made by that director with the Company and no contract or arrangement entered into by or on behalf of the Company in which that director is in any way interested may be avoided by reason only of that director holding that office or of the fiduciary relationship established by it;
- (c) that director will not be liable to account to the Company for any profit realised under any contract or arrangement by reason only of that director holding the office or of the fiduciary relationship established by it;
- (d) that director may:
 - (i) execute any deed or document on behalf of the Company; and
 - (ii) count in a quorum.

25.6 Standing notice

- (a) A director may give the other directors a standing notice that:
 - (i) the director is a director or member of any specified company or firm and is to be regarded as interested in all subsequent transactions with that company or firm; or
 - (ii) the director has any other interest in any matter,
 at any time and whether or not the matter relates to the Company's affairs at the time.
- (b) The notice under Rule 25.6(a) must comply with Section 192 of the Law and will only be effective if it has not expired at any relevant time.
- (c) If a notice is given in accordance with Rule 25.6(a) and the notice is effective at the relevant time, the notice will be sufficient disclosure under these Rules in relation to any contract, proposed contract or arrangement to be made by the Company.

25.7 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 the directorship and may be appointed upon terms of remuneration, tenure of office and otherwise as the directors decide.

25.8 Professional director may act

Any director may act in a professional capacity for the Company, and will be entitled to remuneration for professional services regardless of the directorship.

26. COMMON SEAL

26.1 Election to adopt company seal

The directors may resolve that the Company adopt a common seal. If the Company adopts a common seal, it will include:

- (a) only the Company's name where the Company has its ACN as its name; or
- (b) the Company's name, the expression "ACN" and its Australian Company Number in all other cases.

26.2 Duplicate common seal

The directors may adopt a duplicate common seal. Any duplicate common seal must be a copy of the common seal with the words "Duplicate Seal", "Share Seal" or "Certificate Seal" added to it.

26.3 Prohibited use

A director must 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.

27. EXECUTION OF DOCUMENTS

27.1 Execution with or without the common seal

The Company may execute a document with or without affixing a common seal. The Company executes a document if the document is signed by:

- (a) two (2) directors; or
- (b) one (1) director where authorised by a resolution of a directors' meeting; or
- (c) a director and the secretary.

27.2 Execution of deeds

The Company may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with this Rule 27.

27.3 No limitation

This Rule will not be interpreted as limiting the manner in which the Company may execute a document (including a deed).

28. COMMITTEE

28.1 Delegation to committee

The directors may delegate any of their powers to any committee or committees of directors as they decide.

28.2 Powers of committee

A committee to which any powers have been delegated must exercise the powers delegated in accordance with any directions of the directors. A power exercised in accordance with those directions is deemed to have been exercised by the directors.

28.3 Committee chairman

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

28.4 Election of chairman

Where a committee meeting is held and:

- (a) a chairman has not been elected; or
- (b) the chairman is not present within fifteen (15) minutes after the appointed time; or
- (c) the chairman is unwilling to act,

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

28.5 Decision by majority

Questions arising at a committee meeting will be determined by a majority of votes of the committee members who are present and voting.

28.6 Casting vote

The chairman has a casting vote, if necessary, in addition to any vote the chairman has as a committee member.

29. MANAGING DIRECTOR

29.1 Appointment

The directors may from time to time appoint one (1) or more directors to be the managing director of the Company. The managing director's appointment will be for a period and on terms as the directors decide. The directors may revoke the managing director's appointment.

29.2 Termination

A managing director's appointment automatically terminates if he ceases for any reason to be a director.

29.3 Remuneration

A managing director will be entitled to receive remuneration by way of any combination of:

- (a) a salary;
- (b) commission; or
- (c) participation in profits,

as the Company decides.

29.4 Powers of managing director

- (a) The directors may confer upon a managing director any of the powers exercisable by them with any conditions or restrictions as the directors decide.
- (b) Any of those powers may be made concurrent with or exclusive of the powers of the directors.
- (c) The directors may at any time withdraw or vary any of those powers.

30. INSPECTION OF RECORDS

30.1 Conditions

The directors may determine whether and under what conditions the accounting records or other documents of the Company will be open to the inspection of members.

30.2 No right unless authorised

A member does not have the right to inspect any document of the Company except as provided by the Law or authorised by the directors or by the Company in general meeting.

30.3 Directors right

The directors have the right at any time to inspect the accounting records or other documents of the Company, whether or not they are a member.

31. DIVIDENDS AND RESERVES

31.1 Ability to pay

The Company may pay a dividend in the way authorised by and in accordance with the Act. The Company must not pay a dividend unless:

- (a) the Company's assets exceed its liabilities immediately before the dividend is declared and the excess is sufficient for the payment of the dividend; and
- (b) the payment of the dividend is fair and reasonable to the Members as a whole; and
- (c) the payment of the dividend does not materially prejudice the Company's ability to pay its creditors.

31.2 Declaration of dividend

The directors may determine that a dividend is payable and fix:

- (a) the amount; and
- (b) the time for payment; and
- (c) the method of payment which may include the payment of cash, the issue of shares, the grant of options and/or the transfer of assets.

31.3 Payment of interim dividends

The directors may authorise the payment to the members of any interim dividends as appear to the directors to be justified.

31.4 No interest on dividends

Interest is not payable by the Company in relation to any dividend. Dividends paid in respect of any shares will be non-cumulative unless otherwise stated in these Rules.

31.5 Reserve fund

Before recommending any dividend, the directors may set aside any amounts which they think proper or appropriate as reserves. Any reserves may be applied at the discretion of the directors for any purpose for which the property of the Company may be properly applied.

31.6 Application of reserves

The reserves may be used in the business of the Company or be invested in any investments as the directors decide, but only until those reserves are required for their intended purpose.

31.7 Carry forward profits

The directors may carry forward any part of the Company's profits and without transferring those profits to a reserve.

31.8 Dividends in proportion

After the rights of any members entitled to special dividend rights have been satisfied, all dividends must be declared and paid in proportion to the amounts paid or credited as paid on the shares to which the dividend relates.

31.9 Apportionment of dividends

All dividends will be apportioned and paid pro rata to the period for which the share has been held. If any share is issued on terms providing that it will rank for dividend from a particular date, that share ranks for dividend accordingly.

31.10 Payment in advance

An amount paid or credited as paid on a share in advance of a call will not be taken for the purposes of this Rule to be paid or credited as paid on the share.

31.11 Deduction from dividend

The directors may deduct from any dividend payable to a member any amounts presently payable by the member to the Company on account of calls or otherwise in relation to shares.

31.12 Distribution of dividends

The payment of any dividend may be satisfied by any combination of:

- (a) payment in cash;
- (b) the issue of shares in the Company; or
- (c) the distribution of specific assets, including paid up shares in, or debentures of, any other corporation.

31.13 Resolution of dividend issues

In relation to a distribution under Rule 31.12, the directors may:

- (a) settle any specific dispute or difficulty arising from a distribution in any way they decide;
- (b) set the value of specific assets or any part of them;
- (c) determine that cash payments will be made to any members on the basis of the value fixed in order to adjust the rights of all parties; and/or
- (d) vest any specific assets in trustees as the directors consider decide.

32. CAPITALISATION**32.1 Resolution to capitalise profits**

- (a) A general meeting of the Company may resolve that it is desirable to capitalise any sum held in a reserve account or the profit and loss account or otherwise available for distribution to members.
- (b) A general meeting of the Company may resolve that any capitalised sum will be applied in any of the ways mentioned in these Rules for the benefit of members.
- (c) The Company must not pass any resolution under the preceding Rules unless the resolution has been recommended by the directors and affirmed by a prior directors' resolution.
- (d) The right of the Company to pass a resolution to capitalise any amount will be subject to these Rules and the Law.

32.2 Application for benefit of members

Any amount applied for the benefit of members under Rule 32.1 may be applied in any manner permitted by the Law or by any combination of the following:

- (a) by paying up any amounts unpaid on shares held by members; or

- (b) by paying up in full any unissued shares or debentures to be issued to members as fully paid.

32.3 Directors to action resolution

The directors must give effect to a resolution under Rule 32.1. In particular and to the extent necessary to adjust the rights of the members among themselves, the directors may:

- (a) issue fractional certificates or make cash payments in cases where shares or debentures become issuable in fractions; and
- (b) authorise any person to make an agreement with the Company on behalf of all the members which provides for the issue to them of any fully paid shares or debentures or for the payment up by the Company on their behalf of any amounts remaining unpaid on their existing shares. Any issue or payment under this Rule will be made by the payment of the members respective proportions of the sum resolved to be capitalised. Any agreement made under an authority referred to in this Rule is effective and binding on all members.

33. NOTICES

33.1 Form of notice

Any notice or other communication in connection with this Constitution must be in writing and signed by the person giving the notice and be addressed to the Notice Address of the person to whom it is to be given.

33.2 Time of delivery

The notice or other communication will be deemed to be received:

- (a) in the case of a posted letter, on the third day after posting;
- (b) in the case of delivery by generally recognised overnight courier, on the second day after dispatch with that courier;
- (c) in the case of personal delivery, on the date of delivery;
- (d) in the case of facsimile transmission, at the time recorded on the transmission report from the machine from which the facsimile was sent; or
- (e) in the case of transmission by electronic mail, on the day of transmission if the electronic medium sending the notice states that the transmission was completed before 5:00pm on a business day, otherwise on the next business day. This method of service is effective only if the medium's report states that it was sent in full and without error and the message is not rejected or undeliverable as evidenced by a message to that effect received by the sender.

34. INDEMNITY AND INSURANCE

34.1 Indemnity against liability

To the extent permitted by the Law, the Company may indemnify every person who is, or who has been, a director or officer of the Company or any Related Body Corporate against:

- (a) any liability incurred by them in their capacity as a director or officer, to a person other than the Company or Related Body Corporate, except where the liability relates to a wilful breach of duty or a contravention of section 181-184 of the Law;
- (b) any liability for legal costs or expenses incurred by them in defending any proceedings in which judgement is given in their favour; or
- (c) any liability for legal costs or expenses incurred by them in defending any proceedings in which they are acquitted or the Court grants relief in their favour.

34.2 Insurance

To the extent permitted by the Law, 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 any liability for which the Company indemnifies the director or officer under Rule 34.1.

34.3 Resolution to Grant Indemnity

A director may vote in favour of a resolution that the Company grant an indemnity pursuant to Rule 34.1, take insurance or pay the premiums on an insurance policy pursuant to Rule 34.2 even though the Director has a direct and material interest in the outcome of the resolution.

SCHEDULE 1
FORM OF TRANSFER OF SHARE(S)

FULL NAME OF COMPANY	
ACN	
DESCRIPTION OF SHARE(S)	CLASS _____ <input type="checkbox"/> FULLY PAID <input type="checkbox"/> PAID TO \$ _____
QUANTITY	
FULL NAME(S) OF SELLER(S)	
FULL ADDRESS OF SELLER(S)	
CONSIDERATION	\$ _____
UNCERTIFICATED TRANSFEROR IDENTIFICATION	SIN/SBN/IPN _____ HIN _____ TOTR _____
FULL NAME(S) OF BUYER(S)	
FULL ADDRESS OF BUYER(S)	
REQUEST	Please enter this transfer on the Share Register
UNCERTIFICATED TRANSFEREE IDENTIFICATION	SIN/SBN/IPN _____ HIN _____ TETR _____

I/We the registered holder(s) for the above consideration transfer to the Buyer(s) named above the shares specified above standing in my/our name(s) in the books of the Company subject to the conditions on which I/We held the same at the time of signing and I/We the Buyer(s) agree to accept the shares subject to the same conditions and the Rules contained in the Company's Constitution.

I/We have not received any notice of revocation of the Power of Attorney by death of the grantor or otherwise, under which this transfer is signed (if any).

SELLER	Sign Here Date Signed / /20
BUYER	Sign Here Date Signed / /20
AUTHORITY TO FORWARD CERTIFICATE TO THIRD PARTY	I/We authorise you to forward the certificate/s issued in my/our name/s following the registration of this transfer to: Signature of Buyer(s)

SCHEDULE 2
FORM OF PROXY

I / We,

of

being a member of [insert company name] and entitled to vote appoint

the chairman of the meeting OR

_____ (Insert name and address of proxy)

or failing that appointment or the absence of that person, the chairman of the meeting**, as my/our proxy to act generally at the meeting and to vote for me on my/our behalf in accordance with the following instructions (or if no directions have been given, as the proxy sees fit and with discretion as to any business not referred to below) at the [Annual] General Meeting of the Company to be held on [insert date] and at any adjournment of that meeting.

(Voting instructions, if any, are to be indicated by placing a tick in the appropriate box. If no instruction is given the proxy may vote as that person thinks fit, or abstain.)

Business	For	Against	Abstain*
1. [insert]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. [insert]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AND for _____% OR for _____ shares for this proxy form.

* if you mark the abstain box for any item, you are directing the proxy not to vote on your behalf on a show of hands or on a poll and your votes will not be counted in calculating the required majority on a poll.

** if the chairman of the meeting is appointed as your proxy or is appointed by default and your voting direction is not indicated, the chairman may exercise your proxy even if he has an interest in the outcome of those items.

Signature of Shareholder

Shareholder 1 (Individual)

Joint Shareholder 2 (Individual)

Joint Shareholder 3 (Individual)

Sole Director / Attorney /
Authorised Person

Director / Company Secretary

Director

Notes

This form should be signed by the shareholder. If a joint holding, either shareholder may sign. If signed by an attorney or other authorised person, the power of attorney or written authority must have been previously noted by the Company or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the shareholders constitution and the *Corporations Act 2001 (Cth)*.

Proxies

- (a) A member who is entitled to attend and vote at this meeting is entitled to appoint not more than 2 proxies to attend and vote instead of the member.
- (b) Where 2 proxies are appointed:
 - (i) A separate proxy form should be used to appoint each proxy;
 - (ii) The proxy form may specify the proportion, or number, of votes that the proxy may exercise, and if it does not do so the proxy may exercise half of the votes.
- (c) A proxy need not be a member of the Company.
- (d) To be effective, proxy forms (duly completed and signed) must be received by the Company at its registered office no later than 48 hours before the time for the holding of the meeting.