

**Constitution
of
The Flux Foundation Limited**

1	Definitions and Interpretations	4
2	Replaceable Rules	5
3	Objects	5
4	Directors - Number	6
5	Directors - Appointment	6
6	Directors – End of Appointment	7
7	Directors - Payments	7
8	Directors - Responsibilities and Duties	7
9	Directors - Material Personal Interest	8
10	Directors - Powers	8
11	Directors - Meetings	9
12	Chair	10
13	Secretary	10
14	Members - General	10
15	Members – Who?	11
16	Members - How to Apply?	11
17	Members – Directors Decide Whether to Approve Membership	11
18	Members - When a Person Becomes a Member	11
19	Members - Cessation of Membership	11
20	Dispute Resolution Procedure for Disputes Relating to Constitution	12
21	Disciplining Members	13
22	Members - Register	14
23	General Meetings – Who Can Call?	14
24	General Meeting - Chair	15
25	General Meeting – Annual General Meeting	15
26	General Meetings - Notice	16
27	General Meetings - Quorum	16
28	General Meetings - Auditor's Rights	17
29	General Meetings - Use of Technology	17
30	General Meetings - Conduct	17
31	General Meetings - Adjournment	18
32	General Meetings - Voting	18
33	Members - Resolutions and Statements	18
34	Members - Circular Resolutions	19
35	Members - Appointment of Proxy	20
36	Minutes and Records	21
37	Financial and Related Records	21
38	Confidentiality and Publicity	22
39	Amendment	22
40	Notices	22

Constitution – The Flux Foundation Limited

1 Definitions and Interpretations

1.1 Where commencing with a capital letter:

ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth).

Act means the *Corporations Act 2001* (Cth).

ASIC means the Australian Securities and Investment Commission.

Board means the board of Directors of the Company.

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in Sydney, Australia.

Chair means the Director who has been, at the relevant time, elected to chair meetings of Directors and meetings of Members

meetings of Directors and meetings of members.

Company means The Flux Foundation Limited.

Company Secretary means the person appointed, as secretary, under clause 12.

Confidential Information means any information of a confidential nature relating to the Company and the Company's business, financial, operational and/or strategic affairs.

Constitution means this constitution.

Director means a director of the Company.

Flux Affiliate means an organisation, incorporated or unincorporated, that supports the Flux Movement and has been approved in writing by the Company as a supporter of the Flux Movement.

Flux Movement means a global movement that seeks to establish a form of democracy based on a system known as Issue Based Direct Democracy which allows voters to direct an elected Flux representative as to the way in which that representative will vote on a piece of legislation put before a parliament.

Flux Voting App means the application by which users can participate in the voting system that allows users to direct an elected Flux member of parliament as to the way in which they will vote.

Initial Directors means the Directors identified in clause 5.1.

Initial Members means the people who have agreed to be Members and who are named as proposed Members in the application for registration of the Company.

General Meeting means the annual or any special general meeting of the Company.

Governmental Agency means any government or any governmental, semigovernmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Guaranteed Contribution has the meaning given in clause 10.4.

Law means:

- (a) any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia; and
- (b) the common law and equity as applicable in Australia from time to time.

Material Personal Interest has the meaning given by the Law (including section 191 of the Act).

Member means a member of the Company.

Registered Office means the registered office of the Company from time to time.

Special Resolution means a resolution (whether of Directors or Members) in respect of which no less than 75% of those persons, who are eligible to vote, voted in favour of the resolution.

1.2 Where any word or phrase is given a defined meaning any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

1.3 Unless the context otherwise requires, a word which denotes:

- (a) the singular includes the plural and vice versa; and
- (b) any gender includes the other genders.

1.4 Unless the context otherwise requires, a reference to:

- (a) any legislation includes any regulation, by-laws or instrument made under it and any orders or instruments having the force of law and where amended, re-enacted or replaced means that amended, re-enacted or replacement legislation;
- (b) any other agreement or instrument where amended, novated or replaced means that agreement or instrument as amended, novated or replaced;
- (c) a group of persons includes any one or more of them; and

- (d) any legislation or legislative provision includes any statutory modification or re-enactment of a legislative provision substituted for, and any statutory instrument issued under that legislation.

1.5 A person includes:

- (a) the trustee, executor, administrator, successor in title and assignee of that person; and
- (b) a corporation, firm, partnership, joint venture, association, trust, authority and government.

1.6 Headings and the table of contents must be ignored in the interpretation of this Constitution.

2 Replaceable Rules

2.1 The replaceable rules in the Act do not apply to the Company.

3 Objects

3.1 The Company is a not-for-profit public company limited by guarantee.

3.2 The objects of the Company are to pursue each of and all of the following purposes:

- (a) research and advocate forms of democracy most capable of stimulating political and social prosperity;
- (b) support and coordinate the Flux Movement;
- (c) provide support for Flux Affiliates and the objectives such Flux Affiliates seek to achieve;
- (d) coordinate and administer the use and deployment of the Flux Voting App;
- (e) hold, coordinate and administer the use of know-how and other intellectual property relating to democratic voting systems developed and/or acquired by the Company; and
- (f) any other purpose related to or that are in aid of the foregoing purposes.

3.3 The Company must not distribute any income or assets directly or indirectly to its Members.

3.4 Clause 3.3 does not stop the Company from doing the following things, provided they are done in good faith:

- (a) paying a Member for goods or services they have provided to the Company at fair and reasonable rates;
- (b) reimbursing a Member for expenses they have reasonably and properly incurred on behalf of the Company; or
- (c) making a payment in winding up as allowed under the Act.

4 Directors - Number

4.1 The Company must have no less than three Directors.

5 Directors - Appointment

5.1 The Initial Directors are the people who have agreed to act as Directors and who are named as proposed Directors in the application for registration of the Company being:

- (a) Max John Oldman Kaye;
- (b) Nathan Ross Philip Spataro; and

(c) Charles Mark Percival Allen.

5.2 Subject to clause 5.4, the Members may, by Special Resolution, appoint a person as a Director to fill a Board vacancy. The proposed Director must be nominated by two Members (or representatives of Members) entitled to vote.

5.3 Subject to clause 5.4, the Directors may, by Special Resolution, appoint a person as a Director to fill a Board vacancy. The proposed Director must be nominated by two Directors entitled to vote.

5.4 A person is eligible for election as a Director of the Company if they:

- (a) give the Company their signed consent to act as a Director of the Company;
- (b) possess subject matter expertise or experience which is relevant for and required by the Company; and
- (c) are not ineligible to be a Director under the Act or the ACNC Act.

5.5 A Chair will be appointed as set out in clause 12.

5.6 If the number of Directors is reduced to a number less than the number required for a quorum, the continuing Directors may act for the purpose of increasing the number of Directors that is required for a quorum or calling a General Meeting, but for no other purpose.

5.7 Any act done by any meeting of the Directors or by any person acting as a Director is valid as if the person(s) were qualified to be and had been duly appointed as Director even if:

- (a) any person so appointed was not qualified to be a Director; or
- (b) it is later discovered that there was some defect in the person(s) appointment.

6 Directors – End of Appointment

6.1 A person stops being a Director immediately if they:

- (a) give written notice of resignation to the Company Secretary;
- (b) die or become mentally ill or their affairs come under any protective jurisdiction;
- (c) become bankrupt or make an assignment to or composition with their creditors;
- (d) cease to be eligible, as specified in clause 5.4, for appointment as a Director;
- (e) have been absent (without the approval of the Chair) from three consecutive meetings of the Board and the Board has resolved that their position is vacant;
- (f) are removed as a Director by a Special Resolution of the Board;
- (g) are removed as a Director by a Special Resolution of the Members (in General Meeting).

7 Directors - Payments

7.1 The Company must not pay fees to a Director for acting as a Director except as provided in this clause 7.

7.2 The Company may:

- (a) pay a Director for services they provide to the Company, other than as a Director, if the amount is no more than a reasonable fee for the services provided; and

provided, and

- (b) reimburse a Director for expenses properly incurred by the Director in connection with the affairs of the Company.

Any payment made under clause 7.2(a) must be approved by a Special Resolution of the Board.

7.3 The Company may appoint a person to be the Chief Executive Officer and, for this purpose, pay a salary to that person. The terms of appointment and remuneration of the Chief Executive Officer must be approved by a Special Resolution of the Board.

7.4 The Company may pay premiums for insurance indemnifying Directors, as allowed for by Law (including the Act).

8 Directors - Responsibilities and Duties

8.1 The Directors are responsible for managing and directing the activities of the Company to achieve its objects as set out in clause 3.2.

8.2 The Directors must comply with their duties, as directors, under the Law (including the Act and the ACNC Act).

9 Directors - Material Personal Interest

9.1 A Director must disclose the nature and extent of any actual or perceived Material Personal Interest in a matter that is being considered at a meeting of Directors (or that is proposed in a Directors Circular Resolution) or in a meeting of a Committee of Directors:

- (a) to the other Directors; or
- (b) if all of the Directors have the same Material Personal Interest, to the Members either at the next General Meeting or at an earlier time if reasonable to do so.

9.2 The disclosure of a Material Personal Interest by a Director must be recorded in the minutes of the meeting at which it was disclosed.

9.3 A Director, who has a Material Personal Interest in a matter that is being considered at a meeting, must not be present at the meeting while the matter is being discussed and must not vote on the matter unless:

- (a) the Directors, who do not have a Material Personal Interest in the matter pass a resolution that:
 - (i) identifies the Director;
 - (ii) records the nature and extent of the Director's Material Personal Interest in the matter and how it relates to the affairs of the Company; and
 - (iii) states that those Directors are satisfied that the Material Personal Interest should not stop the Director from voting or being present;
- (b) the Material Personal Interest arises because the Director is a Member of the Company and the other Members have the same Material Personal Interest;
- (c) the Material Personal Interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director;
- (d) the Material Personal Interest relates to any contract relating to an indemnity that is allowed under the Act;
- (e) ASIC makes an order allowing the Director to vote on the matter; or

(f) there is an exemption from the restrictions in clause 9.2 in the Act.

10 Directors - Powers

10.1 The Directors may exercise all the powers of the Company except for powers that, under the Act or this Constitution, may only be exercised by Members.

10.2 The Board may:

- (a) establish one or more committees (each a **Committee**) which will consist of such Members as the Board from time to time resolves to appoint; and
- (b) delegate any of its powers and or functions (not being duties imposed on the Board as the Directors of the Company by the Law) to such Committees, as the Board from time to time resolves to delegate.

10.3 The Board must cause each delegation that it makes to a Committee, to be recorded in the Company's minute book.

10.4 Unless the Board specifies otherwise, each Committee must:

- (a) maintain minutes of each of its meetings; and
- (b) provide an update to the Board at a time and in a manner and form that the Board deems appropriate and reasonable.

11 Directors - Meetings

11.1 The Board must meet no less frequently than twice each year but, subject to this requirement:

- (a) the Directors may meet at such times and places as they from time to time determine; and
- (b) a Director may convene a meeting of Directors at any time if there is a matter to be discussed that warrants the convening of the meeting.

11.2 Unless consent to notice is waived in writing, at least five Business Days' notice in writing of a Board meeting must be given to each Director. However, notice does not need to be given to a Director who is absent from Australia and has not left an email address at which he or she may be given notice of the meeting of the Board.

11.3 The Chair will chair the meeting of Directors but, if the Chair is not present at a meeting within 30 minutes after the starting time set for that meeting, the Directors present may choose one of their number to chair that meeting.

11.4 The quorum for a Director's meeting is the presence of at least three Directors.

11.5 The Directors may hold their meetings by using any technology that is agreed to by the Directors provided that:

- (a) a Directors agreement will be assumed if the Director participates in a meeting using the technology;
- (b) a Directors agreement may be a standing (ongoing) one;
- (c) a Director, having agreed to the use of the technology, may only withdraw their agreement by giving notice to the Company Secretary not less than five Business Days before the meeting;
- (d) a Director must not leave a meeting, which is being held with the use of agreed technology, by disconnecting their link to the meeting unless that Director has sought and obtained permission from the Chair; and
- (e) a Director is conclusively presumed to have been present and to have formed part of a quorum at all times during a meeting, which is being held with the use of agreed technology, unless that Director has

held with the use of agreed technology, unless that Director has previously obtained permission from the Chair to leave the meeting.

11.6 A resolution put to a meeting of Directors will be passed if a simple majority of the votes are cast by Directors, present and entitled to vote, in favour of the resolution unless otherwise required by this Constitution.

11.7 The Directors may pass a resolution without a meeting of Directors being held (**Circular Resolution of Directors**) if all the Directors, who are entitled to vote on the resolution, sign or signify their assent to the Circular Resolution of Directors in the manner set out below:

- (a) each Director signs a copy of the same document which contains the wording of the resolution and confirmation that the Director is in favour of the resolution; or
- (b) the Company Secretary sends to each Director an email which contains the wording of the resolution and each Director send a reply email to the Company Secretary including the text of the resolution and confirmation that the Director is in favour of the resolution.

12 Chair

12.1 The initial Chair of the Board is Max John Kaye.

12.2 If Max John Kaye stops being a Director or wishes to resign as Chair, the Directors, by Special Resolution may appoint a new Chair.

12.3 The Chair will have a casting vote in the event of deadlock at a Directors meeting.

13 Secretary

13.1 The Company must have at least one secretary (**Company Secretary**).

13.2 The Company Secretary may be a Director.

13.3 A Company Secretary must be appointed by the Directors and may be removed by the Directors by Special Resolution of the Board.

13.4 The Directors must, by Special Resolution of the Board, decide the terms and conditions under which the Company Secretary is appointed, including any remuneration.

13.5 The Company Secretary will be responsible for, amongst other matters, maintaining the Register of Members.

14 Members - General

14.1 The Members may exercise all the powers of the Company which are required, by either this Constitution or the Act or the ACNC Act, to be exercised by Members.

14.2 The liability of each Member is limited to the amount of their Guaranteed Contribution in clause 14.3.

14.3 Each Member must contribute an amount not more than \$10 to the property of the Company if the Company is wound up while either the Member is a Member or within 12 months after the Member stops being a Member (**Guaranteed Contribution**).

14.4 The Guaranteed Contribution clause 14.3 is required to pay for the:

- (a) debts and liabilities of the Company incurred before the Member stopped being a Member; and/or
- (b) costs of winding up.

14.5 All acts done by or pursuant to any General Meeting or by any person acting as a Member are valid as if the person had been duly appointed and was qualified to be a Member even if:

- (a) it may later be discovered that there was some defect in the appointment of the person to be a Member; or
- (b) the person had either ceased to be a Member or its rights, as a Member, had been suspended.

14.6 The Members of the Company are:

- (a) Initial Members; and
- (b) any other person that the Directors allow to be a Member, in accordance with this Constitution.

15 Eligibility for Membership

15.1 Any person who supports the purposes of the Company is eligible to apply to be a Member of the Company under clause 16.

15.2 Subject to the Act, there is no minimum or maximum number of Members.

16 Application for Membership

16.1 A person may apply to become a Member of the Company by writing to the Company Secretary, stating that they want to become a Member.

16.2 Other than Initial Members, an applicant will become a Member when they are entered on the register of Members.

17 Approval of Membership Applications

17.1 The Directors must consider an application for membership within a reasonable time, being not more than 60 Business Days, after the Company Secretary receives the application.

17.2 If the Directors approve an application for membership, the Company Secretary must as soon as possible:

- (a) enter the new Member on the register of Members; and
- (b) write to the applicant to tell them that their application was approved, and the date that their membership started (see clause 18).

17.3 If the Directors reject an application, the Company Secretary must write to the applicant as soon as possible to tell them that their application has been rejected, but does not have to give reasons.

18 Members - When a Person Becomes a Member

18.1 Other than Initial Members, an applicant will become a Member when they are entered on the register of Members.

19 Cessation of Membership

19.1 A person immediately stops being a Member if:

- (a) the Member (in the case of an individual):
 - (i) dies; or
 - (ii) their affairs are made subject to any law relating to mental health or incompetence;
- (b) the Member (in the case of an incorporated body):
 - (i) is wound up or otherwise dissolved or deregistered; or
 - (ii) becomes an insolvent under administration;

- (c) the Member resigns, by giving at least 21 Business Days prior notice in writing to the Company Secretary;
- (d) the Member's membership is terminated under clause 21; or
- (e) the Member has not confirmed in writing, within three months, to a written request from the Company Secretary that the Member wants to remain a Member.

19.2 A person who has been expelled as a Member may, at any time, re-apply for membership.

19.3 Membership rights are not transferrable and immediately terminate on the cessation of membership.

20 Disputes Relating to Constitution

20.1 The dispute resolution procedure in this clause applies to disputes or disagreements under this Constitution between a Member or Director and:

- (g) one or more Members;
- (h) one or more Directors; or
- (i) the Company.

20.2 A Member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 21 until the disciplinary procedure is completed.

20.3 Those involved in the dispute must try to resolve it between themselves within 21 Business Days of knowing about it.

20.4 If those involved in the dispute do not resolve it under clause 20.3, they must within 10 Business Days:

- (j) tell the Directors about the dispute in writing;
- (k) agree or request that a mediator be appointed; and
- (l) attempt in good faith to settle the dispute by mediation.

20.5 The mediator must:

- (m) be chosen by agreement of those involved; or
- (n) where those involved do not agree:
 - i. for disputes between Members, a person chosen by the Directors; or
 - ii. for other disputes, a person chosen by either the Commissioner of the Australian Charities and Not-for-Profits Commission or the President of the Law Society of NSW.

20.6 A mediator chosen by the Directors under clause 20.5(b)(i):

- (o) may be a Member or former Member of the Company;
- (p) must not have a personal interest in the dispute; and
- (q) must not be biased towards or against anyone involved in the dispute.

20.7 When conducting the mediation, the mediator must:

- (r) allow those involved a reasonable chance to be heard;
- (s) allow those involved a reasonable chance to review any written statements;
- (t) ensure that those involved are given natural justice; and
- (u) not make a decision on the dispute.

21 Disciplining Members

21.1 In accordance with this clause the Directors may resolve by Special Resolution

21.1 In accordance with this clause, the Directors may resolve by Special Resolution to warn, suspend or expel a Member from the Company if the Directors consider that:

- (v) the Member has breached this Constitution; or
- (w) the Member's behaviour is causing, has caused, or is likely to cause harm to the Company including to its reputation.

21.2 At least 14 Business Days before the Directors' meeting at which a resolution under clause 21.1 will be considered, the Company Secretary must notify the Member in writing:

- (x) that the Directors are considering a resolution to warn, suspend or expel the Member;
- (y) that this resolution will be considered at a Directors' meeting and the date of that meeting;
- (z) what the Member is said to have done or not done;
- (aa) the nature of the resolution that has been proposed; and
- (ab) that the Member may provide an explanation to the Directors, and details of how to do so.

21.3 Before the Directors pass any resolution under clause 21.1, the Member must be given a chance to explain or defend themselves by:

- (ac) sending the Directors a written explanation before that Directors' meeting; and/or
- (ad) speaking at the meeting.

21.4 After considering any explanation under clause 21.3, the Directors may:

- (ae) take no further action;
- (af) warn the Member;
- (ag) suspend the Member's rights as a Member for a period of no more than 12 months;
- (ah) expel the Member;
- (ai) refer the decision to an unbiased, independent person on conditions that the Directors consider appropriate (however, the person can only make a decision that the Directors could have made under this clause); or
- (aj) require the matter to be determined at a General Meeting.

21.5 The Directors cannot fine a Member.

21.6 The Company Secretary must give written notice to the Member of the decision under clause 21.4 as soon as possible.

21.7 Disciplinary procedures must be completed as soon as reasonably practical.

21.8 No liability is assumed by the Company or any of its Members for any loss or injury suffered by a Member as a result of any decision made under this clause.

22 Register of Members

22.1 The Company must establish and maintain a register of Members in accordance with the Act.

22.2 The Company Secretary must maintain the register of Members.

22.3 Each Member must notify the Company in writing of any change in contact details within one month of the change.

22.4 Information accessed from the register of Members is Confidential Information and must only be used in a manner relevant to the interests or rights of

and must only be used in a manner relevant to the interests or rights of Members.

23 Calling General Meetings

23.1 The Directors may call a General Meeting.

23.2 Members, with at least 5% of the votes that may be cast at a General Meeting, may make a written request to the Company for a General Meeting to be held. If such a request is made, the Directors must:

- (a) within 21 days of the Members' request, give all Members notice of a General Meeting; and
- (b) hold the General Meeting within two months of the Members' request.

The percentage of votes that Members have (in this clause) is to be worked out as at midnight on the day immediately preceding the date before the Members request is made.

23.3 The Members who make the request under clause 23.2 for a General Meeting must:

- (a) state in the request any resolution to be proposed at the meeting;
- (b) sign the request; and
- (c) give the request to the Company.

Separate copies of the request may be signed by Members if the wording of the request is the same in each copy.

23.4 If the Directors do not call the General Meeting within 21 days of being requested under clause 23.2, 50% or more of the Members who made the request may call and arrange to hold a General Meeting.

23.5 To call and hold a meeting under clause 23.4, the Members must:

- (a) as far as possible, follow the procedures for General Meetings set out in this Constitution;
- (b) call the meeting using the list of Members on the Company's Member register, which the Company must provide to the Members making the request at no cost; and
- (c) hold the General Meeting within three months after the request was given to the Company.

23.6 The Company must pay the Members who request the General Meeting any reasonable expenses they incur because the Directors did not call and hold the meeting.

24 Chair of General Meeting

24.1 The chair of a General Meeting is the Chair of the Board.

24.2 The Members present and entitled to vote at a General Meeting may choose a Director or Member to be the Chair for that meeting if:

- (ak) there is no Chair; or
- (al) the Chair is not present within 30 minutes after the starting time set for the meeting; or
- (am) the Chair is present but says he/she does not wish to act as Chair of the meeting.

24.3 The Chair of a General Meeting will not have a casting vote in the event of a deadlock.

25 Annual General Meeting

25.1 A General Meeting, called the **Annual General Meeting**, must be held:

- (a) within 18 months after registration of the Company, and
- (b) after the first Annual General Meeting, at least once in every calendar year and within 5 months after the end of the Company's financial year.

25.2 Even if these items are not set out in the notice of meeting, the business of an Annual General Meeting may include:

- (a) a review of the Company's activities;
- (b) a review of the Company's finances;
- (c) a review of the Company's audit report, if any;
- (d) election of Directors, if applicable; and
- (e) the appointment and payment of auditors, if any.

25.3 Before or at the Annual General Meeting, the Directors must give information to the Members on the Company's activities and finances during the period since the last Annual General Meeting.

26 Notice of General Meetings

26.1 Notice of a General Meeting must be given to:

- (a) each Member entitled to vote at the meeting;
- (b) each Director; and
- (c) the auditor (if any).

26.2 Notice of a General Meeting must be provided in writing at least 21 days before the meeting. Notice may be given by electronic means as set out in this Constitution.

26.3 Subject to clause 26.4, notice of a meeting may be provided less than 21 days before the meeting if:

- (a) for an Annual General Meeting, all the Members entitled to attend and vote at the Annual General Meeting agree beforehand; or
- (b) for any other General Meeting, Members with at least 95% of the votes that may be cast at the meeting agree beforehand.

26.4 Notice of a General Meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:

- (a) remove a Director;
- (b) appoint a Director in order to replace a Director who was removed; or
- (c) remove an auditor.

26.5 Notice of a General Meeting must include:

- (a) the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
- (b) the general nature of the meeting's business;
- (c) if applicable, that a Special Resolution is to be proposed and the words of the proposed resolution;
- (d) a statement that Members have the right to appoint proxies and that, if a Member appoints a proxy:

- (i) the proxy does not need to be a Member of the Company;
- (ii) the proxy form must be delivered to the Company at its registered address or the address (including an electronic address) specified in the notice of the meeting; and
- (iii) the proxy form must be delivered to the Company at least 48 hours before the meeting.

26.6 If a General Meeting is adjourned for one month or more, the Members must be given a new notice of the resumed meeting.

27 Quorum for General Meetings

27.1 The quorum for a General Meeting is the presence (in person, by proxy or by representative) during the whole meeting of at least 50% of the Members of the Company who are entitled to vote at the meeting.

27.2 When determining whether a quorum is present, a person may only be counted once (even if that person is a representative or proxy of more than one Member).

27.3 No business may be conducted at a General Meeting if a quorum is not present.

27.4 If there is no quorum present within 30 minutes after the starting time stated in the notice of General Meeting, the General Meeting is adjourned to the date, time and place that the Chair specifies. If the Chair does not specify one or more of those things, the meeting is adjourned to:

- (a) if the date is not specified – the same day in the next week;
- (b) if the time is not specified – the same time; and
- (c) if the place is not specified – the same place.

27.5 If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that resumed meeting, the meeting is cancelled and no business is to be transacted at it.

28 Auditor's Rights

28.1 The auditor (if any) is entitled to attend any General Meeting and to be heard by the Members on any part of the business of the meeting that concerns the auditor in the capacity of auditor.

28.2 The Company must give the auditor (if any) any communications relating to the General Meeting that a Member of the Company is entitled to receive.

29 Use of Technology at General Meetings

29.1 The Company may hold a General Meeting at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate, including to hear and be heard.

29.2 Anyone using this technology is taken to be present in person at the meeting.

30 Conduct of General Meetings

30.1 The Chair may refuse admission to a person, or require a person to leave and not return to, a General Meeting if that person:

- (a) refuses to permit examination of any article in the person's possession;
- (b) is in possession of any:
 - (i) device with the ability to record or broadcast proceedings at the meeting;
 - (ii) placard or banner or other article which the Chair considers to be

dangerous, offensive or liable to cause disruption; or

(c) disrupts the meeting in any way.

30.2 The Chair is responsible for the orderly and timely conduct of each General Meeting.

30.3 The Chair must give Members attending a General Meeting a reasonable opportunity to make comments and ask questions (including to the auditor (if any)).

30.4 The Chair may impose a time limit on those Members wanting to make comments and ask questions at a General Meeting.

31 Adjournment of General Meetings

31.1 If a quorum is present at a General Meeting, the General Meeting must be adjourned if a majority of Members present direct the Chair to adjourn it.

31.2 Only unfinished business may be dealt with at a meeting resumed after such an adjournment.

32 Voting at General Meetings

32.1 Without limitation to the rights to appoint a proxy under clause 35 and subject to clause 32.2, each Member has one vote at a General Meeting both in a vote by poll or by show of hands.

32.2 If a membership is held jointly, only the vote of the Member who appears first on the register of Members counts.

32.3 The Chair of the General Meeting is the only person able to challenge a person's right to vote at a General Meeting. The Chair must decide whether or not the person may vote. The Chair's decision is final.

32.4 Voting must be conducted and decided by:

(an) a show of hands;

(ao) a vote in writing; or

(ap) another method chosen by the Chair that is fair and reasonable in the circumstances.

32.5 Subject to the rights of members to demand a poll as set out in the Act, the Chair will determine the type of voting.

32.6 Before a vote is taken, the Chair must state whether any proxy votes have been received and, if so, how the proxy votes will be cast.

32.7 On a show of hands, the Chair's decision is conclusive evidence of the result of the vote.

32.8 The Chair and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against a resolution.

33 Resolutions and Statements of Members

33.1 This clause does not limit any other right that a Member has to propose a resolution at a General Meeting.

33.2 Members with at least 5% of the votes that may be cast on a resolution, or collectively together 100 Members who are entitled to vote at a General Meeting, may give:

(a) written notice to the Company of a resolution they propose to move at a General Meeting (**Members' Resolution**); and/or

(b) a written request to the Company that the Company give all of its Members

a statement about a proposed resolution or any other matter that may properly be considered at a General Meeting (**Members' Statement**).

The percentage of votes that Members have is to be worked out as at midnight on the day immediately preceding the date before the Members' notice is given or its request is made.

33.3 A notice of a Members' Resolution must set out the wording of the proposed resolution and be signed by the Members proposing the resolution.

33.4 A request to distribute a Members' Statement must set out the statement to be distributed and be signed by the Members making the request.

33.5 Separate copies of a document setting out the notice or request may be signed by Members if the wording is the same in each copy.

33.6 If the Company has been given notice of a Members' Resolution under clause 33.2(a), the resolution must be considered at the next General Meeting which occurs more than 2 months after the notice is given.

33.7 If the Company has been given a notice or request under clause 33.2:

(a) in time to send the notice of proposed Members' Resolution or a copy of the Members' Statement to Members with a notice of meeting, it must do so at the Company's cost; or

(b) too late to send the notice of proposed Members' Resolution or a copy of the Members' Statement to Members with a notice of meeting, then the Members who proposed the resolution or made the request must pay the expenses reasonably incurred by the Company in giving Members notice of the proposed Members' Resolution or a copy of the Members' Statement. However, at a General Meeting, the Members may pass a resolution that the Company will pay these expenses.

33.8 The Company does not need to send the notice of proposed Members' Resolution or a copy of the Members' Statement to Members if:

(a) it is more than 1,000 words long;

(b) the Directors consider it may be defamatory;

(c) clause 33.7(b) applies, and the Members who proposed the resolution or made the request have not paid the Company enough money to cover the cost of sending the notice of the proposed Members' Resolution or a copy of the Members' Statement to Members; or

(d) in the case of a proposed Members' Resolution, the resolution does not relate to a matter that may be properly considered at a General Meeting or is otherwise not a valid resolution able to be put to the Members.

34 Circular Resolutions of Members

34.1 Subject to the Act, the Directors may put a resolution to the Members to pass a resolution without a General Meeting being held (a **Members Circular Resolution**).

34.2 A Members Circular Resolution is passed if all the Members entitled to vote on the resolution sign or agree to the Members Circular Resolution, in the manner set out in clauses 34.3 or 34.4.

34.3 Members may sign:

(a) a single document setting out the Members Circular Resolution and containing a statement that they agree to the resolution; or

(b) separate copies of that document, as long as the wording is the same in each copy.

34.4 The Company may send a Members Circular Resolution by email to Members and Members may agree by sending a reply email to that effect, including the text of the resolution in their reply.

35 Appointment of Proxy

35.1 A Member (**Relevant Member**) may appoint a proxy to attend and vote at a General Meeting on their behalf.

35.2 A proxy does not need to be a Member.

35.3 A proxy appointed to attend and vote for a Relevant Member has the same rights as the Relevant Member to:

- (a) speak at the meeting;
- (b) vote in a vote in writing (but only to the extent allowed by the appointment); and
- (c) join in to demand a vote in writing under clause 35.3(b).

35.4 An appointment of proxy (proxy form) must be signed by the Relevant Member appointing the proxy and must contain:

- (a) the Relevant Member's name and address;
- (b) the Company's name;
- (c) the proxy's name or the name of the office held by the proxy; and
- (d) the meeting(s) at which the appointment may be used.

35.5 A proxy appointment may be standing (ongoing).

35.6 Proxy forms must be received by the Company at the Company's registered address at least 48 hours before a meeting.

35.7 A proxy does not have the authority to speak and vote for a Relevant Member at a meeting while the Member is at the meeting.

35.8 Unless the Company receives written notice before the start or resumption of a General Meeting at which a proxy votes, a vote cast by the proxy is valid even if, before the proxy votes, the Relevant Member making the appointment:

- (a) dies;
- (b) is mentally incapacitated;
- (c) revokes the proxy's appointment; or
- (d) revokes the authority of a representative or agent who appointed the proxy.

35.9 A proxy appointment may specify the way the proxy must vote on a particular resolution.

35.10 A proxy is not entitled to vote on a show of hands (but this does not prevent a Member appointed as a proxy from voting as a Member on a show of hands).

35.11 When a vote in writing is held, a proxy:

- (a) does not need to vote, unless the proxy appointment specifies the way they must vote;
- (b) if the way they must vote is specified on the proxy form, must vote that way; and
- (c) if the proxy is also a Member or holds more than one proxy, may cast the votes held in different ways.

36 Minutes and Records

36.1 The Company must, within one month, make and keep the following records:

- (a) minutes of proceedings and resolutions of General Meetings;
- (b) minutes of Members Circular Resolutions;
- (c) a copy of a notice of each General Meeting; and
- (d) a copy of a Members' statement distributed to Members under clause 32.

36.2 The Company must, within one month, make and keep the following records:

- (a) minutes of proceedings and resolutions of each meeting of Directors (including meetings of any Committees); and
- (b) minutes of resolutions contained in Circular Resolutions of Directors.

36.3 To allow Members to inspect the Company's records:

- (a) the Company must give a Member access to the records set out in clause 36.1; and
- (b) the Directors may authorise a Member to inspect other records of the Company, including records referred to in clause 36.2.

36.4 The Directors must ensure that minutes of a General Meeting or a Directors' meeting are signed within a reasonable time after the meeting by:

- (a) the Chair of the meeting; or
- (b) the Chair of the next meeting.

37 Financial and Related Records

37.1 The Company must make and keep written records that:

- (a) correctly record and explain its transactions and financial position and operations; and
- (b) enable true and fair financial statements to be prepared and/or to be audited.

37.2 The Company must retain its records for at least seven years.

37.3 The Directors must take reasonable steps to ensure that the Company's records are kept safe.

38 Confidentiality and Publicity

38.1 Subject to clause 38.5, a Member must not disclose any Confidential Information.

38.2 A Member must not use Confidential Information in any manner which may cause or be calculated to cause loss to the Company or the other Members.

38.3 A Member must not make any public announcement or issue any press release regarding the Company. All public announcements and press releases will be issued by the Board and will represent the position of the Company not individual Members.

38.4 Each Member must use its best endeavours to ensure that none of its proxies, officers, employees or agents:

- (a) subject to clause 38.5, disclose any Confidential Information;
- (b) use any Confidential Information in any manner which may cause or be calculated to cause loss to the Company or the other Members; or

- (c) make any public announcement or issue any press release regarding the Company.

38.5 A Member may disclose Confidential Information:

- (a) with the prior written consent of all the Board;
- (b) if it is required to do so by law or by any recognised stock exchange on which its shares are listed;
- (c) if the Confidential Information has come within the public domain, other than by a breach of this clause 38 by any party;
- (d) to the party's professional advisers (provided such professional adviser owes a duty to the party to maintain the confidentiality of the Confidential Information); and

- (e) if it is required to do so by a Governmental Agency,

but in the case of public announcements and press releases only, to the extent possible, it must consult with the Board before making the disclosure and use reasonable endeavours to follow the form and content of the disclosure proposed by the Board.

39 Amendment

39.1 As set out in the Act, the Members may, by Special Resolution:

- (a) modify any one or more of the provisions of this Constitution; and
- (b) repeal or repeal and replace this Constitution in its entirety.

40 Notices

40.1 A notice or other communication connected with this document (**Notice**) must be in writing and in English.

40.2 A Notice must be:

- (a) delivered to the recipient's address or registered office;
- (b) posted to the recipient's address or registered office by prepaid ordinary post (or airmail, if posted to or from a place outside Australia); or
- (c) emailed to the recipient's email address,
as notified in writing from time to time.

40.3 Service of a Notice is deemed to have occurred, if sent:

- (a) as a delivered letter – at the time it is delivered;
- (b) as a posted letter – on the fifth Business Day after posting (or the tenth, if posted to or from a place outside Australia);
- (c) by email – on the Business Day after the date on which it is sent provided that the sender does not receive a message saying that the email has not been delivered or that the recipient is out of office.

Dated: 7 February 2017

