



CONSTITUTION

OF

AUSTRALASIAN PRODUCTION AND
INVENTORY CONTROL SOCIETY LIMITED

trading as

AUSTRALIAN SUPPLY CHAIN
INSTITUTE

Approved: Special General Meeting of ASCI Members
9 September 2017

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Corporations Act 2001 (Cth)

A Company Limited by Guarantee and not having a Share Capital

**CONSTITUTION OF
AUSTRALASIAN PRODUCTION AND INVENTORY CONTROL SOCIETY
LIMITED ACN 097 302 442**

1. PRELIMINARY

1.1 Name of Company

The company is Australasian Production and Inventory Control Society Limited trading as Australasian Supply Chain Institute (the **Company** or **ASCI**).

1.2 Company Limited by Guarantee

The Company is limited by guarantee, does not have share capital and the liability of members is limited as provided in this document.

1.3 Objects of the Company

The Company is established with the object of:

- (a) facilitating and enabling the development and professionalism of the Supply Chain Industries in Australasia;
- (b) providing an extensive value proposition to the Supply Chain Industries through a wide range of professional development services to its members, including organising and conducting courses of education designed to provide a practical understanding of the principles of supply chain management, and other matters relevant to the expansion of knowledge in the manufacturing, distribution and services industries, and other activities leading to the realisation of the goals of the Company;
- (c) ensuring that the offerings are of a high standard so that they meet accreditation requirements of the relevant accreditation authority at the time;
- (d) promoting the interests of those involved in the Supply Chain Industries on a national and international basis;
- (e) promoting the collective knowledge and experience of those in the Supply Chain Industries;
- (f) co-operating with persons in promoting matters beneficial to the Supply Chain Industry and its participants;
- (g) guarding and maintaining a high reputation for the Supply Chain Industries in commercial life and to promote the ethical and financial accountability of the membership of the Company; and
- (h) develop and promote an awareness and understanding of the economic importance of the supply chain principles to stakeholders and the community.

1.4 Application of Income and Property (Non-for-Profit)

Subject to clauses 1.5 and 11.2 of this document, the Company must apply its income and assets solely towards promoting the objects of the Company as stated in clause 1.3 above. No portion of the Company's income may be paid or transferred, directly or indirectly, by way of dividend bonus or otherwise to members.

1.5 Certain Payments Allowed

Clause 1.4 does not prevent the payment of reasonable remuneration to any officer, employee, or consultant of the Company or to any member of the Company or to other persons in return for services rendered and or goods supplied to the Company. In addition, clause 1.4 does not prevent the Company paying reasonable rental for the premises let by any member to the Company.

1.6 Replaceable Rules

The replaceable rules referred to in section 141 of the Act do not apply to the Company and are replaced by the provisions set out in this document.

1.7 Definitions

The following definitions apply in this document.

Act means the *Corporations Act 2001 (Cth)*, as amended from time to time.

Alternate means an alternate Director appointed under clause 5.1.

Annual General Meeting means a general meeting held each year as required by the Act and this Constitution.

Appointor in relation to an Alternate, means the Director who appoints that Alternate.

Board means the board of Directors acting collectively under this document.

Business means the business conducted by the Company, from time to time, having regard, at all times, to the Objects.

Business Day means a day that is not a Saturday, a Sunday or a public holiday in Sydney, New South Wales.

By-Laws means the By-Laws of the Company passed under clause 27.

Chapter means a group of Members working together, including but not limited to a virtual platform, to support the implementation of the Objects of the Company on such terms and conditions as determined by the Board pursuant to this Constitution and any applicable laws.

Chief Executive Officer means the Chief Executive Officer appointed under clause 8.

Confidential Information means:

- (a) all data bases, source codes, methodologies, manuals, specifications, artwork, advertising manuals, trade secrets and all financial, accounting, technical information, Members and Member lists, suppliers and supplier lists, know-how, technology, operating procedures and other information, used by or relating to the Company and its transactions and affairs which is not in the public domain;
- (b) all notes and reports incorporating or derived from information referred to in paragraph (a); and
- (c) all copies of the information, notes and reports referred to in paragraphs (a) and (b).

Controller has the meaning set out in the Act.

Corporate Member means a member who is engaged in or interested in the field of supply chain management that is admitted and classified as a Corporate Member by the Board.

Director means a person who is, for the time being, a director of the Company including, where appropriate, an Alternate.

Extraordinary General Meeting means a General Meeting of the company other than an Annual General Meeting.

Honorary Life Member means a member who, in the opinion of the Board, has rendered outstanding service or assistance to the Company, may, on a recommendation of the board, is appointed and classified as an Honorary Life Member at an Annual General Meeting.

Insolvent under Administration has the meaning set out in the Act.

Majority Vote means a vote or resolution passed by:

- (a) in the case of a vote or resolution of Members, by more than fifty percent (50%) of the Members entitled to vote; and
- (b) in case of a resolution of the Directors, by over half of the Directors entitled to vote.

Member means a person whose name is entered in the Register as a member of the Company.

Objects means those listed in clause 1.3.

Officer has the meaning set out in the Act.

Ordinary Member means an entity or individual who is engaged in or interested in the field of supply chain management or a related activity and which is admitted and classified as an Ordinary Member by the Board.

Ordinary Resolution means a resolution of members other than a Special Resolution.

Professional Member means a member who is engaged in or interested in the field of supply chain management, has obtained professional liability insurance (if so required) and has successfully passed the required accreditation examination.

Register means the register of members kept as required by sections 168 and 169 of the Act.

Secretary means, during the term of that appointment, a person appointed as secretary of the Company in accordance with this document.

Special Qualification Director means a Director who in the opinion of the Board has special qualifications relevant to the business and Objects of the Company and who is nominated and appointed by the Board in accordance with clause 4.6 (b).

Special Resolution has the meaning, for this Constitution, if it is passed by a majority which comprises not less than 75% of the votes cast by Members as, being entitled to vote on the resolution, vote in person, or by proxy at a general meeting of which not less than 21 days' written notice specifying the intention to propose the resolution given by section 9 of the Act.

Supply Chain Industry means parties and infrastructure that participate in the supply chain, manufacturing, operations management, transport, logistics and distribution, procurement and purchasing, and related services.

Transitional Board means those persons who are Directors of the Company as at the time of adoption of this Constitution, and remain so during the Transition Period.

Transitional Membership means those persons who are members of the Company as at the time of adoption of this Constitution, and remain so during the Transition Period.

Transitional Period means the period commencing from the date of adoption of this Constitution until the date that the Board is constituted pursuant to clause 7.1 of this Constitution.

1.8 Interpretation of this Document

Headings and marginal notes are for convenience only, and do not affect interpretation. The following Clauses also apply in interpreting this document, except where the context makes it clear that a Clause is not intended to apply.

(a) A reference to:

- (i) legislation (including subordinate legislation) is to that legislation as amended, modified in relation to the Company, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (iv) anything (including a right, obligation or concept) includes each part of it.

(b) A singular word includes the plural, and vice versa.

- (c) A word which suggests 1 gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) A power to do something includes a power, exercisable in the like circumstances to revoke or undo it.
- (h) A reference to a power is also a reference to authority or discretion.
- (i) A reference to something being **written** or **in writing** includes that thing being represented or reproduced in any mode in a visible form.
- (j) Words (other than those defined in Clause 1.7) which are defined by the Act have the same meaning in this document.
- (k) A reference to a Chapter, Part, Division, or section is a reference to a Chapter, Part, Division or section of the Act.
- (l) A reference to Clause or Schedule is a reference to a Clause or Schedule of this Constitution.
- (m) The word “includes” means includes without limitation.
- (n) All monetary amounts are in Australian currency.
- (o) A reference to time refers to time in the city of Sydney in the State of New South Wales.
- (p) The word “month” means a calendar month and the word “year” means 12 calendar months.
- (q) A reference to a person present or voting at a meeting includes a reference to the person being represented or voting by proxy or other representatives at the meeting.

2. MEMBERSHIP

2.1 Classes of Membership

The membership of the Company shall consist of the following classes of Members:

- (a) the Ordinary Members;
- (b) the Professional Members;
- (c) the Corporate Members;
- (d) the Honorary Life Members; and

- (e) Such other classes of member as the Board may create from time to time.

2.2 Admission of Members

- (a) The Chief Executive Officer shall, unless resolved to the contrary by the Board, have the absolute discretion as to whether to admit a person as a member.
- (b) An application of a person for Membership:
 - (i) must be made in writing, in the requisite form as determined by the Board from time to time;
 - (ii) must be lodged with the Secretary, using technology mandated by the Board; and
 - (iii) must be lodged with the relevant fee.
- (c) As soon as practicable after receiving an application for Membership, the Secretary must refer the nomination to the Board which will determine whether to approve or reject the nomination.
- (d) If the application is approved:
 - (i) the Secretary must, as soon as practicable after that determination, notify the applicant, in writing, of that approval; and
 - (ii) enter the required details in the Register of Members and, on the name being entered, the nominee becomes a Member of the Company.

For the avoidance of doubt, a nominee will have no rights of Membership of the Company, and will not be entitled to vote at a general meeting of the Company, unless and until the Board has approved their nomination for Membership, and the Secretary has entered their name in the register of Members.

- (e) If the application is rejected:
 - (i) the Secretary will promptly notify the applicant in writing of the rejection, without need to give reasons for rejecting the application; and
 - (ii) any amounts paid by the applicant on account of the application shall be refunded within 28 days.

2.3 Categories of Members

- (a) The Board shall have absolute discretion as to the creation of categories of members within classes of members and the scale of annual subscription appropriate to such classes.

2.4 Categories of Ordinary Members

- (a) Each year the Board may, in its discretion, determine the categories within a class of Ordinary membership to which each Ordinary Member belongs, and notify the Ordinary Member as to which category within a class of Ordinary membership the Ordinary Member belongs.
- (b) For the avoidance of doubt, where an Ordinary Member's category within the class of Ordinary membership changes from time to time this will not be taken to be a variation of class rights of that Ordinary Member.

2.5 Honorary Life Members

Honorary Life Members may be exempt from paying Annual Subscription at the discretion of the Board.

2.6 Cessation of Membership

- (a) A Member ceases to be a Member of the Company:
 - (i) if the Member ceases to be eligible for membership;
 - (ii) if the Member give written notice to the Secretary resigning as a Member;
 - (iii) if the Member dies;
 - (iv) on the insolvency of the Member;
 - (v) if the Member become of unsound mind or become liable to be dealt with in any way under any relevant laws relating to mental health; or
 - (vi) if his membership is terminated by the Company in accordance with clause 2.7.
- (b) Any member ceasing to be a Member:
 - (i) will not be entitled to full or part refunds of annual subscriptions unless the Board deems that there are special circumstances;
 - (ii) will remain liable for any annual subscription and all other monies due and unpaid at the date of cessation of the membership, until discharged by payment, or decision of the Board.
- (c) The date of resignation of a Member, in accordance with Clause 2.6(a)(ii) , shall be the date the Secretary received the notice of resignation.

2.7 Suspension or Termination of Membership

- (a) The Board may, by Special Resolution, expel from the Company any Member:
 - (i) who does not comply with this document or any by-laws, clauses or regulations of the Company; or
 - (ii) whose conduct in the opinion of the Board is
 - (A) prejudicial to the interests of the Company; or
 - (B) has engaged in derogatory or discriminatory conduct or harassment
 - (iii) who has failed to observe a proper standard of professional care, skill or competence; who has failed to comply with written direction issued by the Board in accordance with this Constitution regarding good conduct or administration of the Company;
 - (iv) who has been subject of an adverse finding in relation to his or her conduct, competence, recognition by anybody or authority having jurisdiction to do so; or

- (v) in any civil proceedings in a court in Australia or elsewhere, has been found to have acted dishonestly.
- (b) At least twenty-one (21) days before the Board holds a meeting to expel a Member the Board must send a notice to the member which states:
- (i) the allegations against the Member;
 - (vii) the proposed resolution for the member's expulsion;
 - (viii) that the member has an opportunity at the meeting to address the allegations either orally or in writing; and
 - (ix) that if the member notifies the Secretary in writing at least twenty-four (24) hours before the meeting at which the resolution is to be considered by the Board, the member may elect to have the question of that member's expulsion dealt with by the Company in general meeting.
- (c) The Company must expel a member and remove the member's name from the Register where:
- (i) a general meeting is held to expel a member; and
 - (ii) a resolution is passed at the meeting by a majority of two-thirds of those present and voting for the member to be expelled. The vote must be taken by ballot
- a resolution is passed at the meeting by a majority of two-thirds of those present and voting for the member to be expelled. The vote must be taken by ballot.
- (d) A member expelled from the Company does not have any claim on the Company, its funds or property.

2.8 Membership Subscription

- (a) Annual membership subscriptions and joining fees payable by applicants for membership shall be fixed by the Board and shall be payable by Members at such time and in such manner determined by the Board from time to time.
- (b) The Board may in its discretion:
 - (i) allow a discount on annual subscription or joining fees and accept payment by instalments;
 - (ii) determine that no annual membership subscription or joining fee is payable by a Member, category of Member (in whole or in part) or applicant, where applicable, for any given year; or
 - (iii) extend the time for payment of any annual membership subscription or joining fee by any Member or category of Members.
- (c) Any Member who has not paid the required fee as and when due, shall not be eligible to participate in the affairs and activities of the Company.

- (d) Upon payment of all outstanding money due, such Member will have all of their membership rights and privileges reinstated.

3. MEMBERSHIP RIGHTS

3.1 Prior to the Transition Date

The Transition Members will be entitled to attend and vote at any meeting of the Company and to vote on any ballot;

3.2 On or After the Transition Date

- (a) Each Member shall be entitled to:
 - (i) Attend, speak and vote at any meeting of the Company; and
 - (ii) Vote on any ballot of the Company
- (b) in any year, but only if they were a Member in the prior membership year and are a Member in the current membership year, in both cases in one of the Membership categories set out in clause 2.1 above and were and are fully paid up in respect of the membership fees due for both those membership years.
- (c) A Member may stand for election as a Director.

4. DIRECTORS

4.1 Number of Directors

The Company must have at least five (5) Directors and, unless otherwise decided by Ordinary Resolution, not more than nine (9) Directors.

4.2 No Membership Qualification

- (a) A Director (other than a Special Qualification Director) is required to be a Member of the Company.
- (b) Neither the auditor of the Company nor any partner or employee of the auditor is eligible to act as a Director.

4.3 Composition of the Board

- (a) Subject to clause 4.3(c), the Board shall consist of:
 - (i) up to a maximum of five (5) Directors who are nominated to be Directors by the Ordinary Members; and
 - (ii) provided that there are Professional Members, up to a maximum of four (4) Directors who are nominated to be Directors by the Professional Members
- (b) In addition to the above, up to a maximum of three (3) additional Director may be appointed to the Board, who may include:
 - (A) Special Qualification Directors (if any); and
 - (B) if any other class of members is permitted to nominate Directors

pursuant to clause 4.3(c), then persons who have been nominated to be Directors by that class of members.

- (c) At any one time, no three (3) or more Directors shall have the same employer (which shall include related companies and companies in associated ownership), or represent the same organisation or entity.
- (d) The number of Directors to be nominated by each category and/or class of members shall be determined from time to time by Ordinary Resolution of the Board.
- (e) For the sake of clarity, pursuant to clause 4.9 each Director is elected for an initial term of three (3) years and, pursuant to clause 4.91.1(c), may seek re-election after such time.

4.4 Nominations of Directors

The persons nominated by Ordinary Members, Professional Members, Corporate Members and any other classes of Members to act as Directors in accordance with clause 4.3 must:

- (a) be made in writing, signed by at least one Member who is of the relevant class of members (other than the person being nominated for election);
- (b) be delivered to the Secretary at least thirty (30) days before the date fixed for the holding of the annual meeting at which the election is to take place; and
- (c) each person nominated to become a Director shall sign the declaration, as may be amended by the Board, from time to time, and deliver the written declaration, addressed to the Secretary, to the Office.

4.5 Appointment of Directors by the Board

Persons appointed as Special Qualification Directors by Ordinary Resolution of the Board in accordance with clause 4.4(c) must be appointed subject to receipt by the Company of a consent to act as a Director signed by the person who has been nominated by the Board. A Special Qualification Director will be appointed with effect from receipt by the Company of a written consent from that person consenting to act as Director of the Company.

4.6 Election by General Meeting and Appointment by the Board

Subject to this document, section 201E of the Act, and to the number of Directors for the time being fixed under clause 4.1 not being exceeded:

- (a) at each Annual General Meeting, the Company may elect the Directors (excluding the Special Qualification Directors) so nominated by the Members (if any) in accordance with clauses 4.3 and 4.4, for a three (3) year term by Ordinary Resolution; and
- (b) following each Annual General Meeting, the Board may by resolution appoint the Special Qualification Directors (if any) so nominated by the Board in accordance with clauses 4.3 and 4.5 for a one (1) year term;

4.7 Election by Ballot

In the event of persons being nominated in excess of vacancies, or otherwise than in accordance with clause 4.3 and/or clause 4.4, a ballot of Members shall be conducted according to procedures specified by the Board from time to time.

4.8 Election of Chairperson and Deputy Chairmen

At the first Board meeting following each Annual General Meeting, the Board will elect from amongst the then current Directors:

- (a) a President who shall be the Chair of the Board; and
- (b) a Vice President who shall be the Deputy Chair of the Board.

4.9 Rotation of Directors

- (a) Subject to clause 4.9(h), at the Annual General Meeting held in the financial year of 2017, and **every third Annual General Meeting** thereafter, each Director who is eligible to retire by rotation must retire from office, namely:
 - (i) One third (1/3) of the Directors who have been nominated pursuant to clause 4.6(a) of this Document by Ordinary Members; and
 - (ii) One third (1/3) of the Directors who have been nominated pursuant to clause 4.6(a) of this Document by Professional Members (if any); and
 - (iii) One third (1/3) of the Directors who have been nominated pursuant to clause 4.3(b).
- (b) Subject to clause 4.9(a) above:
 - (i) a Director must retire from office at the third Annual General Meeting after the Director was elected or last re-elected;
 - (ii) Fractions shall be rounded off to the nearest high round number.
- (c) A Director may elect to retire and seek re-election at an Annual General Meeting before the time required by clause 4.9(b), provided at least 35 Business Days (or any other period as the Board may determine) before the Annual General Meeting the Director has given the Board notice of their intention to do so. If the Director gives such a notice, the Director must then retire from office at the Annual General Meeting.
- (d) None of clauses 4.9(a), (b) and (c) above applies to alternate Directors.
- (e) A Director who retires under this clause 4.9 is eligible for re-election.
- (f) Subject to clause 4.9 (f), when determining which Directors (excluding the Special Qualification Directors) who should retire in accordance with Clauses 3.9(a), (b) or (c):
 - (i) it shall be those Directors who have been in office as a Director for the longest period of time; and

- (ii) in respect to those Directors who have held office for the same period of time:
 - (A) it shall be the Director determined by agreement between the Directors who have held office for the same period of time; or
 - (B) in the event an agreement between the Directors cannot be reached in accordance with clause 4.9(d)(ii)(A), then it shall be the Director determined by lot.
- (g) No Director shall hold office as a Director for more than a three (3) year term, unless they are re-elected as a Director in accordance with the Clauses of this Constitution.
- (h) Where the number of Directors is less than the maximum number of Directors (determined in accordance with the requirements set out in clause 4.3(a)), then the rotation provisions set out in clause 4.9(a) – 3.9(d) will only apply in the particular year in respect to a particular Director, if the retiring Director will have served as a Director for three years since being elected.

4.10 Time of Retirement

- (a) A Director's retirement under clause 4.9 takes effect at the end of the relevant Annual General Meeting unless the Director is re-elected at that meeting.
- (b) A Special Qualification Director's retirement shall take effect at the end of each Board resolution (which is to follow each annual general meeting in accordance with clause 4.6(b)), unless the Special Qualification Director is re-appointed by the Board following the Annual General Meeting.

4.11 Cessation of Director's Appointment

The office of a Director automatically becomes vacant if the person who holds the office:

- (a) become insolvent;
- (b) is not permitted by the Act (or an order made under the Act) to be a director or vacates office by force of section 203B of the Act;
- (c) becomes of unsound mind or physically or mentally incapable of performing the functions of that office;
- (d) fails to attend any Board meetings (either personally or by an Alternate) held during a continuous period of 6 (six) months without leave of absence from the Board;
- (e) resigns by notice in writing to the Company;
- (f) is removed from office under Clause 4.12.

4.12 Removal from Office

Whether or not a Director's appointment was expressed to be for a specified period, subject to section 203D of the Act the Company by Ordinary Resolution may remove a Director from office.

4.13 Filling of Casual Vacancies In Board

Subject to clause 4.1, the Directors shall have power to appoint any person as a Director either to fill a casual vacancy or as an addition to their number. A person appointed as a Director pursuant to this clause 4.13:

- (a) must provide the Company with a consent to act as a Director signed by the person who is to be appointed; and
 - (i) if the Director is appointed to fill a casual vacancy, the Director once appointed will hold office for the duration of the term for which the Director they have replaced would have held office; or
 - (iii) if the Director is appointed as an additional Director, the Director shall hold office until the end of the Board meeting which follows the annual general meeting held in accordance with clause 4.6(b).
- (b) For the purposes of this Constitution, a casual vacancy in the office of Director occurs if the Director ceases their appointment in accordance with clause 6.1 or, respectively.

4.14 Too Few Directors

If the number of Directors is reduced below the minimum required by clause 4.1, the continuing Directors may act as the Board only:

- (a) to appoint Directors up to that minimum number;
- (b) to convene a meeting of members; and
- (c) in emergencies.

5. ALTERNATE DIRECTORS

5.1 Appointment of Alternates

Subject to clause 4.2, a Director (other than an Alternate) may appoint a person who is approved by the Board (without the vote of the Appointor) to act as Alternate for a specified period or each time the Appointor is unable to attend a Board meeting or act as a Director.

5.2 Notice of Board meetings

If the Appointor requests the Company to give the Alternate notice of Board meetings, the Company must do so. Unless the Appointor has requested it, the Company need not give notice of Board meetings to an Alternate.

5.3 Obligations and Entitlements of Alternates

An Alternate:

- (a) may attend and vote in place of the Appointor at a Board meeting at which the Appointor is not present;
- (b) if also a Director, has a separate right to vote as Alternate;
- (c) if Alternate for more than 1 Appointor, has a separate right to vote in place of each Appointor;
- (d) when acting as Alternate, is an officer of the Company and subject to all the duties, and entitled to exercise all the powers and rights, of the Appointor as a Director; and
- (e) may not be remunerated except to the extent that the Appointor would be entitled to remuneration. In respect of that remuneration the Alternate Director's only rights (if any) are against the Appointor and not the Company.

5.4 Termination of Appointment

The Appointor may revoke the appointment of a person as Alternate whether or not that appointment is for a specified period. If the Appointor ceases to be a Director, any appointment of an Alternate made by the Appointor immediately ceases.

5.5 Appointments and Revocations in Writing

The Appointor must appoint, and revoke the appointment of, any Alternate in writing. The appointment or revocation is not effective until a copy is provided to the Company.

6. POWERS OF THE BOARD

6.1 Powers Generally

- (a) The control, management and conduct of the Company shall be vested in the Board provided that such board shall not expend any moneys other than in the ordinary course of the day-to-day administration and operations of the Company.
- (b) Subject to the sub-clause (a), the Board may carry into effect all of any of the Objects and may:
 - (i) exercise all or any of the powers of the Company; and
 - (ii) do all acts and things which may be done by the Company,as are not, by the Corporations Act or by this Constitution, required to be exercised or done by the Company in general meetings.
- (c) Without limiting the generality of the Board's powers, subject to the Act, any other relevant legislations, this clause and powers granted to it elsewhere in this Constitution, the Board shall:
 - (i) pay all expenses incurred in or under the direction of the promoting the Company;

- (ii) enter into all such negotiations and contracts and rescind and vary all such contracts and to execute and do all such acts and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the Objects;
 - (iii) form and dissolve committees from time to time;
 - (iv) form and dissolve Chapters on such terms and conditions as the Board may determine from time to time;
 - (v) adopt rules and orders as it determines to be necessary for the efficient management, organisation and function of the Chapters subject to the following:
 - (A) a Chapter shall not be a separately constituted body and has no status independent to the Company; and
 - (B) a Chapter shall not hold property other than for an on behalf of the Company;
 - (vi) appoint the Chief Executive Officer and other staff on terms and conditions to be agreed by the Board from time to time;
 - (vii) appoint any professional advisers or acquire any other assistance or service required by the Company in the carrying out of its activities and operations, and pay reasonable remuneration and fees thereof;
 - (viii) invest money of the Company upon such securities or otherwise (not being limited to investments authorised for the investments of trust funds by the law of the State) and in such manner as the Board may determine, and from time to time vary such investments;
 - (ix) open any banking account and operate the same in the ordinary course of business;
 - (x) may exercise every right, power or capacity of the Company to the exclusion of the Company in general meeting and the members.
- (d) No resolution, rule, regulation or by-law by the Company in general meeting will invalidate any prior act of the Board which would have been valid if that resolution, rule, regulation or by-law had not been passed or made.

6.2 Exercise of Powers

A power of the Board can be exercised only:

- (a) by resolution passed at a meeting of the Board or otherwise in accordance with clause 13; or
- (b) in accordance with a delegation of the power under clause 8.

7. TRANSITIONAL PERIOD

7.1 Prior to Transition Date

- (a) Following the adoption of this Constitution, the Transitional Board must within twelve (12) months call an Extraordinary General Meeting to determine, pursuant to clause 4, the persons who will comprise the first Board pursuant to this Constitution.
- (b) Each member of the Transitional Board shall retire and cease to hold office, immediately following the declaration of the election results from the Extraordinary General Meeting referred to in clause 7.1(a) above.
- (c) Throughout the Transitional Period, the Transitional Members and the Transitional Board shall strictly adhere to and observe the provisions set out in this Constitution.

8. CHIEF EXECUTIVE OFFICER

8.1 Appointment and Power of Chief Executive Officer

- (a) The Board may appoint a Chief Executive Officer for any period it so determines and at such remuneration as the Board may from time to time determine.
- (b) In accordance with the Act, the Board may from time to time delegate all or any of its powers to the Chief Executive Officer.
- (c) The Chief Executive Officer is entitled to attend and be heard on any matter at all Board and General Meetings.

8.2 Termination of Chief Executive Officer

Subject to any contract between the Company and the Chief Executive Officer, the Board has powers to and may, by Ordinary Resolution, remove the Chief Officer from office.

9. DELEGATION OF BOARD POWERS

9.1 Delegation to Committee or Attorney

The Board, by instrument in writing, may delegate any of its functions:

- (a) to a committee (which may include a Board sub-committee, a Members' admission committee, a technical committee or any other type of committee determined by the Board from time to time) consisting of Members of the Company as the Board thinks fit and which may also include Special Qualification Directors; or
- (b) to an attorney;

and may revoke a delegation previously made whether or not the delegation is expressed to be for a specified period. This Clause is supplemental to section 126(1) of the Act.

9.2 Terms of Delegation

A delegation of powers under Clause 9.1 may be made:

- (a) for a specified period or without specifying a period; and
- (b) on the terms and subject to any conditions and limitations as the Board decides.

Power exercised in accordance with a delegation of the Board is treated as exercised by the Board.

Notwithstanding the above, the Board may continue to exercise any function delegated.

9.3 Powers of Attorney

A power of attorney under Clause 9.1 may contain the provisions for the protection and convenience of those who deal with the attorney that the Board thinks appropriate.

9.4 Proceedings of Chapters and/or Committees

Subject to the terms on which a power of the Board is delegated to a Chapter and or committee, the meetings and proceedings of Chapters and or committees are, to the greatest extent practical, governed by the clauses of this document which regulate the meetings and proceedings of the Board.

10. DIRECTOR'S DUTIES AND INTERESTS

10.1 Compliance with Law

Each Director must comply with sections 180-184 (inclusive), 191 and 195 of the Act.

10.2 Scope of Directors' Duties

A Director is not disqualified by reason only of being a Director from:

- (a) holding any office or place of profit or employment other than that of the Company's auditor, or being a member or creditor, of any corporation (including the Company) or partnership other than the auditor; or
- (b) entering into any agreement with the Company.

10.3 Declaration of Interests

A Director who:

- (a) is in any way, interested in a contract or proposed contract with the Company; or
- (b) holds any office or possesses any property or provides any services as a result of which duties or interests might be created that are directly or indirectly in conflict with that Director's duties or interests as a Director,

must declare the fact and the nature of the interest, or nature, character and extent of the conflict at the first Board meeting held after the relevant facts come to the Director's knowledge or after appointment as a Director (whichever is later).

10.4 Director Interested in a Matter

Each Director must comply with section 195 of the Act in relation to being present, and voting, at a Board meeting that considers a matter in which the Director has a material personal interest. Subject to section 195 of the Act:

- (a) a Director may be counted in a quorum at a Board meeting that considers, and may vote on, whether the Company enters into an agreement or proposed agreement in which that Director has an interest;
- (b) the Company may enter into the agreement and the Director may participate in the execution of any relevant document by or on behalf of the Company;
- (c) the Director may be counted in a quorum at a Board meeting that considers, and may vote on, matters involving the agreement; and
- (d) if disclosure under Clause 10.3 is made before the agreement is entered into:
 - (i) the Director may retain benefits under the agreement even though the Director has an interest in the agreement; and
 - (ii) the Company cannot avoid the agreement merely because of the existence of the interest.

10.5 Agreements with Third Parties

The Company cannot avoid an agreement with a third party merely because a Director:

- (a) fails to make a disclosure required by clause 10.3; or
- (b) is present at, or counted in the quorum for, a meeting that considers, votes on, or participates in the execution of, that agreement in breach of section 195 of the Act.

10.6 Obligation of Secrecy

- (a) Every Director and Secretary and each retired Director and Secretary must keep the Confidential Information, transactions and affairs of the Company and the state of its accounts confidential unless required to disclose them:
 - (i) in the course of duties as an officer of the Company;
 - (ii) by the Board or the Company in general meeting; or
 - (iii) by law.
- (b) The Company may require a Director, Secretary, Member, auditor, trustee, committee member or other person engaged by it to sign a confidentiality undertaking consistent with this Clause. A Director or Secretary must do so if required by the Company.

11. DIRECTORS' REMUNERATION

11.1 Restriction on Payments to Directors

Subject to clause 11.2 and clause 12 the Company must not pay fees or other remuneration to a Director.

11.2 Payments to Directors with Board Approval

By Ordinary Resolution passed by the Board, the Company may pay a Director:

- (a) reasonable expenses (including travelling and accommodation) incurred in carrying out duties as a Director;
- (b) reasonable remuneration for any service rendered by the Director to the Company;
- (c) reasonable remuneration where the Director is an employee of the Company and the terms of employment have been approved by the Board;
- (d) interest on money lent by the Director to the Company at a rate not exceeding the rate charged by Australian banks for overdrawn accounts;
- (e) reasonable remuneration for goods supplied by the Director to the Company in the ordinary course of business; and
- (f) reasonable rent for premises lent by the Director to the Company.

12. OFFICERS' INDEMNITY AND INSURANCE

12.1 Indemnity

Subject to section 199A of the Act, the Company must, to the extent the person is not otherwise indemnified, indemnify every Officer of the Company and its wholly owned subsidiaries and may indemnify its auditor and other employees against a liability:

- (a) incurred as Officer, auditor or employee to a person other than the Company or a related body corporate (including a liability incurred as a result of appointment or nomination by the Company or subsidiary as a trustee or as an Officer of another corporation) unless the liability arises out of conduct involving a lack of good faith; and
- (b) for costs and expenses incurred in defending civil or criminal proceedings in which judgement is given in favour of that person or in which that person is acquitted, or in connection with an application in relation to those proceedings in which the court grants relief to that person under the Act.

12.2 Insurance

Subject to section 199B of the Act, the Company may enter into, and pay premiums on, a contract of insurance in respect of any person.

12.3 Former officers

The indemnity in favour of officers under clause 12.1 is a continuing indemnity. It applies in respect of all acts done by a person while an officer of the Company or a wholly owned subsidiary of the Company even though the person is not an officer at the time the claim is made.

13. BOARD MEETINGS

13.1 Convening Board Meetings

A Director may at any time, and the Secretary must on request from a Director, convene a Board meeting.

13.2 Notice of Board Meeting

The convenor of each Board meeting:

- (a) must give reasonable notice of the meeting (and, if it is adjourned, of its resumption) individually to:
 - (i) each Director who is in Australia; and
 - (ii) each Alternate in respect of whom the Appointor has given notice under clause 5.2 requiring notice of Board meetings to be given to that Alternate or whose Appointor is not given notice due to being outside Australia; and
 - (iii) may give that notice orally (including by telephone) or in writing,

however, non-receipt of notice by, a Director does not result in a Board meeting being invalid.

13.3 Use of Technology

A Board meeting may be held using any means of audio or audio-visual communication by which each Director participating can hear and be heard by each other Director participating or in any other way permitted by section 248D of the Act. A Board meeting held solely or partly by technology is treated as held at the place at which the greatest number of the Directors present at the meeting is located or, if an equal number of Directors is located in each of 2 or more places, at the place where the Chairperson of the meeting is located.

13.4 Chairing Board Meetings

The Board may elect a Director to chair its meetings and decide the period for which that Director holds that office. If there is no Chairperson of Directors or the Chairperson is not present within 15 minutes after the time for which a Board meeting is called or is unwilling to act, the Directors present must elect a Director present to chair the meeting.

13.5 Quorum

Unless the Board decides otherwise by Ordinary Resolution, the quorum for a Board meeting is two-thirds of the Directors and a quorum must be present for the whole meeting. An Alternate who is also a Director or a person who is an Alternate for more than one (1) Appointor may only be counted once toward a quorum. A Director is treated as present at a meeting held by audio or audio-visual communication if the Director is able to hear and be heard by all others attending. If a meeting is held in another way permitted by section 248D of the Act, the Board must resolve the basis on which Directors are treated as present.

13.6 Majority Decisions

Unless otherwise stated in this document or as required by law, a resolution of the Board must be passed by a majority of the votes cast by Directors entitled to vote on the resolution. If an equal number of votes is cast for and against a resolution, the matter is decided in the negative.

13.7 Procedural Clauses

The Board may adjourn and, subject to this document, otherwise regulate its meetings as it decides.

13.8 Written Resolution

If all the Directors entitled to receive notice of a Board meeting and to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document, a Board resolution in those terms is passed at the time when the last Director signs.

13.9 Additional Provisions Concerning Written Resolutions

For the purpose of clause 13.8:

- (a) Two (2) or more separate documents in identical terms, each of which is signed by 1 or more Directors, are treated as one (1) document;
- (b) signature of a document by an Alternate is not required if the Appointor of that Alternate has signed the document;
- (c) signature of a document by the Appointor of an Alternate is not required if that Alternate has signed the document in that capacity; and
- (d) a facsimile or electronic message containing the text of the document expressed to have been signed by a Director that is sent to the Company is a document signed by that Director at the time of its receipt by the Company.

13.10 Valid Proceedings

Each resolution passed or thing done by, or with the participation of, a person acting as a Director or member of a committee is valid even if it is later discovered that:

- (a) there was a defect in the appointment of the person; or
- (b) the person was disqualified from continuing in office, voting on the resolution or doing the thing.

14. MEETINGS OF MEMBERS

14.1 Annual General Meeting

The Company must hold an Annual General Meeting at least once in each calendar year and within five (5) months after the end of its financial year as required by section 250N of the Act.

14.2 Calling Meetings of Members

- (a) The Board or a Director may at any time; and
 - (b) the Board must when requested by members under section 249D of the Act or when ordered by the Court under section 249G of the Act,
- convene a meeting of Members.

14.3 Notice of Meeting

Subject to clause 14.4, at least twenty-one (21) days' written notice of a meeting of members must be given individually to:

- (a) each member (whether or not the member is entitled to vote at the meeting);
- (b) each Director; and
- (c) to the auditor.

The notice of meeting must comply with section 249L of the Act and may be given in any manner permitted by section 249J (3) of the Act.

14.4 Short Notice

Subject to sections 249H (3) and (4) of the Act:

- (a) if the Company has elected to convene a meeting of members as the Annual General Meeting, if all the Members entitled to attend and vote agree; or
- (b) otherwise, if Members who together have power to cast at least 95% of the votes that may be cast at the meeting agree,

a resolution may be proposed and passed at a meeting of which less than twenty-one (21) days' notice has been given.

14.5 Postponement or Cancellation

Subject to sections 249D (5) and 250N of the Act, the Board may:

- (a) postpone a meeting of Members;
- (b) cancel a meeting of Members; or
- (c) change the place for a general meeting

by written notice given individually to each person entitled to be given notice of the meeting.

14.6 Fresh Notice

If a meeting of Members is postponed or adjourned for one (1) month or more, the Company must give new notice of the resumed meeting.

14.7 Technology

The Company may hold a meeting of Members at two (2) or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

14.8 Accidental Omission

The accidental omission to give notice to, or the non-receipt of notice by, any of those entitled to it does not invalidate any resolution passed at a meeting of Members.

15. PROCEEDINGS AT MEETINGS OF MEMBERS

15.1 Member Present at Meeting

If a Member has appointed a proxy or attorney or (in the case of a member which is a body corporate) a representative to act at a meeting of Members, that Member is taken to be present at a meeting at which the proxy, attorney or representative is present.

15.2 Quorum

The quorum for a meeting of Members is five (5) Members. Each individual present may only be counted once toward a quorum.

15.3 Quorum Not Present

If a quorum is not present within fifteen (15) minutes after the time for which a meeting of Members is called:

- (a) if called as a result of a request of members under section 249D of the Act, the meeting is dissolved; and
- (b) in any other case:
 - (i) the meeting is adjourned to the day, time and place that the Board decides and notifies to members, or if no decision is notified before then, to the same time on the same day in the next week at the same place; and
 - (ii) if a quorum is not present at the adjourned meeting, the meeting is dissolved.

15.4 Chairing Meetings of Members

If the Board has appointed a Director to chair Board meetings, that Director may also chair meetings of members. If:

- (a) there is no Director who the Board has appointed to chair Board meetings for the time being; or
- (b) the Director appointed to chair Board meetings is not present at the time for which a meeting of Members is called or is not willing to chair the meeting,

the Members present must elect a member or Director present to chair the meeting.

15.5 Attendance at General Meetings

- (a) Every Member has the right to attend all meetings of members.
- (b) Every Director has the right to attend and speak at all meetings of Members of the Company.
- (c) The auditor has the right to attend any meeting of Members of the Company and to speak on any part of the business of the meeting which concerns the auditor in the capacity of auditor.

15.6 Adjournment

Subject to clause 14.6, the chairperson of a meeting of members at which a quorum is present:

- (a) may; and
- (b) must, if directed by Ordinary Resolution of the meeting, adjourn it to another time and place.

15.7 Business at Adjourned Meetings

The only business that may be transacted at a meeting resumed after an adjournment is the business left unfinished immediately before the adjournment.

16. PROXIES, ATTORNEYS AND REPRESENTATIVES

16.1 Appointment of Proxies

A Member may appoint a proxy to attend and act for the Member at a meeting of Members. An appointment of proxy must be made by written notice to the Company, in the form set out in **Schedule 1**, or any other form which the Board may approve from time to time.

16.2 Member's Attorney

A Member may appoint an attorney to act, or to appoint a proxy to act, at a meeting of the Company. If the appointor is an individual, the power of attorney must be signed in the presence of at least one (1) witness.

16.3 Deposit of Proxy Forms and Powers of Attorney

An appointment of a proxy or power of attorney is not effective for a particular meeting of Members unless:

- (a) in the case of a proxy, the proxy form and, if it is executed by an attorney, the relevant power of attorney or a certified copy of it; and
- (b) in the case of an attorney, the power of attorney or a certified copy of it,

is received by the Company at its registered office, by the Company Secretary via email (or another address specified for the purpose in the relevant notice of meeting) at least 48 hours before the time for which the meeting was called or, if the meeting has been adjourned, before the meeting is resumed.

16.4 Corporate Representatives

A Member that is a body corporate may appoint an individual to act as its representative at meetings of members as permitted by section 250D of the Act.

16.5 Standing Appointments

A Member may appoint a proxy, attorney or representative to act at a particular meeting of members or make a standing appointment and may revoke any appointment. A proxy, attorney or representative may, but need not, be a Member.

16.6 Suspension of Proxy or Attorney's Powers if Member Present

A proxy or attorney has no power to act for a member at a meeting at which the Member is present:

- (a) in the case of an individual, in person; or
- (b) in the case of a body corporate, by representative.

A proxy has no power to act for a Member at a meeting at which the member is present by attorney.

16.7 Priority of Conflicting Appointments of Attorney or Representative

If more than one (1) attorney or representative appointed by a Member is present at a meeting of Members and the Company has not received notice of revocation of any of the appointments:

- (a) an attorney or representative appointed to act at that particular meeting may act to the exclusion of an attorney or representative appointed under a standing appointment; and
- (b) subject to clause 1.1(a), an attorney or representative appointed under a more recent appointment may act to the exclusion of an attorney or representative appointed earlier in time.

16.8 More than Two Current Proxy Appointments

An appointment of proxy by a Member is revoked (or, in the case of a standing appointment, suspended for that particular meeting) if the Company receives a further appointment of proxy from that member which would result in there being more than two (2) proxies of that member entitled to act at a meeting. The appointment of proxy made first in time is the first to be treated as revoked or suspended by this Clause.

16.9 Continuing Authority

An act done at a meeting of members by a proxy, attorney or representative is valid even if, before the act is done, the appointing member:

- (a) dies or becomes mentally incapacitated;
- (b) becomes bankrupt or an Insolvent Under Administration or is wound up; or
- (c) revokes the appointment or the authority under which the appointment was made by a third party,

unless the Company has received written notice of the matter before the start or resumption of the meeting at which the vote is cast

17. ENTITLEMENT TO VOTE

17.1 Number of Votes

Each Ordinary Member has one (1) vote, unless otherwise determined by the Board.

17.2 Casting Vote of Chairperson

If an equal number of votes is cast for and against a resolution at a meeting of members, the Chairperson has a casting vote.

17.3 Decision on Right to Vote

A Member or Director may challenge a person's right to vote at a meeting of Members. A challenge may only be made at the meeting. A challenge, or any other doubt as to the validity of a vote, must be decided by the Chairperson, whose decision is final.

18. HOW VOTING IS CARRIED OUT

18.1 Method of Voting

A resolution put to the vote at a meeting of Members must be decided on a show of hands unless a poll is demanded under clause 18.2 either before or on declaration of the result of the vote on a show of hands. Unless a poll is demanded, the Chairperson's declaration of a decision on a show of hands is final.

18.2 Demands for a poll

A poll may be demanded on any resolution except a resolution concerning the election of the Chairperson of a meeting by:

- (a) at least six (6) Members entitled to vote on the resolution; or
- (b) the Chairperson.

The demand for a poll does not affect the continuation of the meeting for the transaction of other business and may be withdrawn.

18.3 When and How Polls Must be Taken

If a poll is demanded:

- (a) if the resolution is for the adjournment of the meeting, the poll must be taken immediately and, subject to clause 1.1(c), in the manner that the Chairperson of the meeting directs;
- (b) in all other cases, the poll must be taken at the time and place and, subject to clause 1.1(c), in the manner that the Chairperson of the meeting directs;
- (c) votes which section 250A (4) of the Act requires to be cast in a given way must be treated as cast in that way;
- (d) a person voting who has the right to cast two (2) or more votes need not cast all those votes and may cast those votes in different ways; and

- (e) the result of the poll is the resolution of the meeting at which the poll was demanded.

19. SECRETARY

19.1 Appointment and Removal of Secretary

The Board may appoint a Secretary of the Company either for a specified term of three (3) years or as otherwise determined by the Board.

19.2 Terms and Conditions of Office

A Secretary holds office on the terms (including as to remuneration) that the Board decides. The Board may vary any decision previously made by it in respect of a Secretary.

19.3 Removal from Office

Subject to any contract between the Company and the Secretary, the Board may remove a Secretary from that office whether or not the appointment was expressed to be for a specified term.

19.4 Duties

It is the duty of the Secretary include:

- (a) keeping minutes of all appointments of office bearers;
- (b) keeping minutes and the names of Directors present at a Board meeting or a general meeting;
- (c) carrying out any other functions as required by the Act;
- (d) carrying out functions as determined by the Board from time to time.

20. MINUTES

20.1 Minutes Must be Kept

The Board must keep minutes of:

- (a) proceedings and resolutions of meetings of the Company's members;
- (b) the name of Directors present at each Board meeting or committee meeting;
- (c) proceedings and resolutions of Board meetings (including meetings of a committee to which Board powers are delegated under Clause 8); and
- (d) resolutions passed by Directors without a

meeting, to be kept in accordance with section 251A of the Act.

20.2 Minutes as Evidence

A minute recorded and signed in accordance with section 251A of the Act is evidence of the proceeding, resolution or declaration to which it relates unless the contrary is proved.

20.3 Inspection of Minute Books

The Company must allow members to inspect, and provide copies of the minute books for the meetings of members in accordance with section 251B of the Act.

20.4 Policy Book

The Company must record and maintain a record of all policies of the Company determined by the Board in a separate book. This record should also note the date of the determination of the policy and the history of the determination of the policy.

21. ACCOUNTS AND AUDIT

21.1 Company Must Keep Accounts

The Board must cause the Company to keep written financial records that:

- (a) correctly record and explain its transactions (including transactions undertaken as trustee) and financial position and performance; and
- (b) would enable true and fair financial statements to be prepared and audited,

and must allow a Director and the auditor to inspect those records at all reasonable times.

21.2 Signatories on Bank Accounts

The Board shall appoint the signatories on the Company's bank accounts.

21.3 Financial Reporting

The Board must cause the Company to prepare a financial report and a Directors' report that comply with Part 2M.3 and must report to members in accordance with section 314 of the Act no later than the deadline set by section 315 of the Act.

21.4 Audit

The Board must cause the Company's financial report for each financial year to be audited and obtain an auditor's report. The eligibility, appointment, removal, remuneration, rights and duties of the auditor are regulated by sections 324 to 334 inclusive and 1278, 1280 and 1289 of the Act.

21.5 Conclusive Reports

Audited financial reports laid before the Company in general meetings are conclusive except as regards errors notified to the Company within 3 months after the relevant general meeting. If the Company receives notice of an error within that period, it must immediately correct the report and the report as corrected is then conclusive.

21.6 Inspection of Financial Records and Books

Subject to Clause 20.3 and section 247A of the Act, a member who is not a Director does not have any right to inspect any document of the Company except as authorised by the Board or by Ordinary Resolution.

22. REGISTER OF MEMBERS

The Company must maintain a register of members.

In accordance with section 169 of the Act, the register must contain the following information:

- (a) the name and address of each member;
- (b) the date on which the entry of the member's name in the register is made;
- (c) the name and details of each person who stopped being a member of the Company within the last seven (7) years;
- (d) the date on which the person stopped being a member; and
- (e) an index of member's names where the company has more than 50 members (and the register itself is not kept in a form that operates effectively as an index).

23. NOTICES

23.1 Notices by Company

A notice is properly given by the Company to a Member or person entitled to notice under this Constitution either by:

- (a) serving it on the personally; or
- (b) sending it by post to the address in the Register of Members, or such other address nominated; or
- (c) sending it to the facsimile transmission to the facsimile number shown in the Register of Members (if any) nominated; or
- (d) sending it by electronic mail to the electronic mail address shown in the Register of Members (if any); or
- (e) publishing it on the Company's website provided that the Company notifies the Member that the notice is available and how the member may access the notice; or
- (f) by public advertisement in the newsletter of the Company; or
- (g) in any other way allowed by the Act.

23.2 Overseas members

A member whose registered address is not in Australia may notify the Company in writing of an address in Australia to which notices may be sent.

23.3 When Notice is Given

A notice to a person by the Company is regarded as given and received:

- (a) if it is sent by post:
 - (i) within Australia - 5 business days after posting; or
 - (i) to a place outside Australia - 7 business days after posting.
- (b) if it sent by electronic message (Email), service will be deemed to be effected on the day of the transmission, so long as the sender of the notice does not receive a delivery failure message in respect of that electronic mail.

A certificate in writing signed by a Director or Secretary of the Company stating that a notice was sent is conclusive evidence of service.

23.4 Counting Days

If a specified period must pass after a notice is given before an action may be taken, neither the day on which the notice is given nor the day on which the action is to be taken may be counted in reckoning the period.

23.5 Notices to "Lost" Members

If:

- (a) on 2 or more consecutive occasions a notice served on a member in accordance with this Clause is returned unclaimed or with an indication that the member is not known at the address to which it was sent; or
- (b) the Board believes on other reasonable grounds that a member is not at the address shown in the Register or notified to the Company under Clause 23.2,

the Company may give effective notice to that member by exhibiting the notice at the Company's registered office for at least 48 hours.

This Clause ceases to apply if the member gives the Company notice of a new address.

24. CONFIDENTIALITY AND ANNOUNCEMENTS

24.1 Confidentiality

Each Member agrees in relation to Confidential Information:

- (a) to use the Confidential Information only for the purposes of the Business of the Company; and
- (b) to keep that Confidential Information confidential and not disclose it or allow it to be disclosed to any third party except:
 - (i) with the prior written approval of the Board; and
 - (ii) to officers, employees and consultants or advisers of the Member and or

the Company who have a need to know (and only to the extent that each has a need to know) and are aware that the Confidential Information must be kept confidential, and the Members must take or cause to be taken reasonable precautions necessary to maintain the secrecy and confidentiality of the Confidential Information.

24.2 Ceasing to be a Member

- (a) On ceasing to be a Member (**Departing Member**), the Departing Member must continue to keep confidential all Confidential Information of each other Member and the Company.

- (b) In consideration for the mutual covenants given by the parties under this document, each Member undertakes to the Company that it/he will not during the Restraint Period (defined below) within the Restraint Area (defined below):
 - (i) Use any Confidential Information for any purpose other than for the Business and or the promotion of the Business and the Company;
 - (ii) Use any Confidential Information to directly or indirectly compete with the Business or for use in any business or activity which is the same or similar to the Business or any material part of it, as conducted by the Company at the Termination Date;
 - (iii) solicit, canvass, induce or encourage any person who was at any time during the six (6) month period ending on the Termination Date a director, Member, employee or agent of the Company to leave the employment or agency or Membership of the Company; or
 - (iv) solicit, canvass, approach or accept any approach from any person who was at any time during the six (6) month period ending on the Termination Date a customer of the Company with a view to obtaining the custom of any such person in a business which is the same or similar to the Business; or
 - (v) interfere with the relationship between the Company and its Members, customers, employees or suppliers.

(c) Value of Company

Each Member acknowledges that:

- (i) any failure to comply with clause 24.2 may diminish the value of the Company; and
- (ii) the restrictions in clause 24.2 are reasonable and necessary for the protection of the Company and must be given full effect.

(d) Injunction

Each Member acknowledges that:

- (i) monetary damages alone would not be adequate compensation to the Company for a breach of clause 24.2; and
- (ii) the Company is entitled to seek an injunction in respect of any breach or threatened breach of clause 24.2.

(e) **Independence**

Each restraint under clause 24.2 is separate, distinct and several from each other restraint under clause 24.2, so that the validity and enforceability of any such restraint does not affect the validity or enforceability of any other such restraint.

(f) **Legal advice**

Each Member acknowledges that in relation to this document and in particular this clause 0 it/he has either received legal advice or has had the opportunity of obtaining legal advice.

(g) **Definitions**

In this clause 24

(a) **Restraint Period** means:

- (i) 12 months;
- (ii) 6 months;
- (iii) 3 months;

commencing on the Termination Date;

(b) **Restraint Area** means:

- (i) Australia,
- (ii) Any State or Territory in which the Company conducts the Business;

(c) **Termination Date** in relation to:

- (i) a Member means the date on which the Member ceases to be a Member;
- (ii) a Director or Secretary, on the date on which the Director or Secretary ceases to hold that office.

25. DISSOLUTION

In the event of the winding up or dissolution of the Company, all assets that remain after such dissolution and the satisfaction of all debts and liabilities must not be paid to or distributed among the Members of the Company but must be given or transferred to some other institution or institutions having objects similar to the objects of this Company, and whose memorandum or constitution shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company under this clause, such institution or institutions to be determined by the Members of the Company at a General Meeting at or before time of dissolution or in default of such determination by a Judge of the Supreme Court of the State of the Registered Office of the Company.

26. LIMITED LIABILITY

- (a) The liability of the Members is limited.
- (b) Every Member undertakes to contribute to the assets of the Company in the event of the Company being wound up during the time that person is a Member, or within one year after that person ceases to be a Member, for payment of the debts and liabilities of the Company contracted before that person ceased to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required, but not exceeding \$20.00 (twenty dollars).

27. BY-LAWS

The Board may by Majority Vote, determine by-laws for the operations of the Company and any other committees not otherwise provided for in this Constitution.

28. ALTERATION OF THE CONSTITUTION

28.1 Special Resolution

The Constitution may be varied or amended by Special Resolution, provided:

- (a) the Objects or the Clauses after the alternation, rescission or addition comply with the Act and or any other legislation that may be applicable to the Company; and
- (b) provided the conditions set out in clause 28.2 are satisfied.

28.2 Conditions

The conditions mentioned in clause 28.1 are as follows:

- (a) Alteration originated from a Member:
 - (i) Notice in writing (which may be given by any Member) of a proposed amendment is in the hands of the Secretary at least two (2) months before the date of the commencement of the next General Meeting, and he or she, without delay, has forwarded a copy of such notice of amendment to each Member; and
 - (ii) such proposed amendment has been considered by the Board and a copy of its recommendation thereon has been forwarded by the Secretary to each Member at least twenty-one (21) days prior to the date of the commencement of the next General Meeting; or
- (b) Alteration originated from the Board:
 - (i) the Board has originated and has approved the proposed amendment and a copy of such amendment, together with Board's report thereon, has been forwarded by the Secretary to each Member as provided in clause 28.2(a)(ii).

[The remainder of this page is intentionally left blank]

Schedule 1

AUSTRALASIAN PRODUCTION AND INVENTORY CONTROL SOCIETY

LIMITED FORM OF APPOINTMENT OF PROXY

I, [insert name] of [insert address]

in the State/Territory of [insert] being a member of Company entitled to vote at its general meetings, hereby appoint:

[Insert name] of [Insert address] being a Member of the Company entitled to vote,

or in the event that no proxy or alternate proxy is specified above or such person is absent from the general meeting, I hereby appoint the Chairperson as my proxy to vote for me and on my behalf at the annual general meeting/ the general meeting of the Company to be held on the [] day of [] 20[], and at any adjournment of that meeting.

The proxy may vote as he or she thinks

fit. Signed this [] day of [] 20[]

Signature