Constitution

Green & Gold Minerals Limited

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Constitution of Green & Gold Minerals Limited

This is the constitution of Green & Gold Minerals Limited (ACN 603 812 997) (Company).

Background

The Company is a public company limited by shares.

Operative Provisions

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1. Definitions and interpretation

1.1 Definitions

In this constitution:

Act means the Corporations Act 2001 (Cth).

AGM means an annual general meeting of the Company that the Act requires to be held.

Approving Resolution means, in relation to a Proportional Takeover Bid, a resolution to approve the Proportional Takeover Bid passed in accordance with rule 6.2.

Approving Resolution Deadline means, in relation to a Proportional Takeover Bid:

(a) the day that is 14 days before the last day of the bid period, during which the offers under the Proportional Takeover Bid remain open; or

(b) a later day allowed by the Australian Securities and Investments Commission.

ASX Settlement Operating Rules means the operating rules of ASX Settlement Pty Limited and, to the extent that they are applicable, the operating rules of the Exchange and the operating rules of ASX Clear Pty Limited.

Business Day has the meaning given to that term in the Listing Rules.

Exchange means ASX Limited or such other body corporate that is declared by the directors to be the Company's primary stock exchange for the purposes of this definition, or the stock exchange operated by it, as the context requires.

Listing Rules means the listing rules of the Exchange as they apply to the Company, and any other rules of the Exchange which are applicable while the Company is admitted to the official list of the Exchange, each as amended or replaced from time to time, except to the extent of any express written waiver by the Exchange.

Proper ASTC Transfer has the meaning given to that term in the Corporations Regulations 2001 (Cth).

Proportional Takeover Bid means a takeover bid that is made or purports to be made under section 618(1)(b) of the Act in respect of securities included in a class of securities in the Company.



Record Time means:

(a) in the case of a meeting for which the caller of the meeting has decided, under the Act, that shares are to be taken to be held by the persons who held them at a specified time before the meeting, that time; and

(b) in any other case, the time of the relevant meeting.

Relevant Class means, in relation to a Proportional Takeover Bid, the class of securities in the Company in respect of which offers are made under the Proportional Takeover Bid.

Representative means, in relation to a member which is a body corporate and in relation to a meeting, a person authorised by that member in accordance with section 250D of the Act to act as that member's representative at the meeting.

Seal means any common seal, duplicate seal or certificate seal of the Company.

Transmission Event means:

(a) in relation to a member who is an individual:

(i) the member's death;

(ii) the member's bankruptcy; or

(iii) the member becoming of unsound mind or a person who, or whose estate, is liable to be dealt with in any way under the laws relating to mental health; and

(b) in relation to a member which is a body corporate:

(i) the dissolution of the member; or

(ii) the succession by another body corporate to the assets and liabilities of the member.

1.2 Interpretation

(a) A reference in this constitution to an amount unpaid on a share includes a reference to any amount of the issue price which is unpaid.

(b) A reference in this constitution to a partly paid share is a reference to a share on which there is an amount unpaid.

(c) A reference in this constitution to a call or an amount called on a share includes a reference to a sum that, by the terms of issue of a share, becomes payable on issue or at a fixed date.

(d) A reference in this constitution to a member for the purposes of a meeting of members for which the caller of the meeting has determined a Record Time is a reference to a registered holder of shares as at the relevant Record Time.

(e) A reference in this constitution to a member present at a general meeting is a reference to a member present in person or by proxy, attorney or Representative or, except in any rule that specifies a quorum or except in any



rule prescribed by the directors, a member who has duly lodged a valid direct vote in relation to the general meeting under rule 7.9.

(f) A chairperson or deputy chairperson appointed under this constitution may be referred to as chairman or chairwoman, or deputy chairman or chairwoman, or as chair, if applicable.

(g) A reference in this constitution to a person holding or occupying a particular office or position is a reference to any person who occupies or performs the duties of that office or position.

(h) Unless the contrary intention appears, in this constitution:

(i) the singular includes the plural and the plural includes the singular;

(ii) words that refer to any gender include all genders;

(iii) words used to refer to persons generally or to refer to a natural person include a body corporate, body politic, partnership, joint venture, association, board, group or other body (whether or not the body is incorporated);

(iv) a reference to a person includes that person's successors and legal personal representatives;

(v) a reference to a statute or regulation, or a provision of any of them includes all statutes, regulations or provisions amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;

(vi) a reference to the Listing Rules or the ASX Settlement Operating Rules includes any variation, consolidation or replacement of those rules and is to be taken to be subject to any applicable waiver or exemption; and

(vii) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

(i) Specifying anything in this constitution after the words "including", "includes" or "for example" or similar expressions does not limit what else is included unless there is express wording to the contrary.

(j) In this constitution, headings and bold type are only for convenience and do not affect the meaning of this constitution.

1.3 Application of the Act Listing Rules and ASX Settlement Operating Rules

(a) The provisions of the Act that apply to a company as replaceable rules do not apply to the Company except so far as they are repeated in this constitution.

(b) Subject to rule 1.3(c), a provision of this constitution which refers or relates to:

(i) the Exchange;

(ii) the Company's admission to the official list of the Exchange;



(iii) the quotation of the Company's securities on the Exchange; or

(iv) the Listing Rules or the ASX Settlement Operating Rules,

only has effect if (and while) the Company is admitted to the official list of the Exchange.

(c) If a provision referred to in rule 1.3(b) is capable of operating without reference to the matters referred to in rules 1.3(b)(i) to 1.3(b)(iv), then:

(i) any references to those matters are to be severed from that provision; and

(ii) that remainder of that provision continues to have effect as severed.

(d) Unless the contrary intention appears:

(i) an expression in a rule that deals with a matter dealt with by a provision of the Act the Listing Rules or the ASX Settlement Operating Rules has the same meaning as in that provision; and

(ii) subject to rule 1.3(d)(i), an expression in a rule that is used in the Act has the same meaning in this constitution as in the Act.

(e) The following provisions of this rule 1.3(e) apply if (and while) the Company is admitted to the official list of the Exchange:

(i) Notwithstanding anything contained in this constitution, if the Listing Rules prohibit an act being done, the act must not be done.

(ii) Nothing contained in this constitution prevents an act being done that the Listing Rules require to be done.

(iii) If the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be).

(iv) If the Listing Rules require this constitution to contain a provision and it does not contain such a provision, this constitution is deemed to contain that provision.

(v) If the Listing Rules require this constitution not to contain a provision and it contains such a provision, this constitution is deemed not to contain that provision.

(vi) If any provision of this constitution is or becomes inconsistent with the Listing Rules, this constitution is deemed not to contain that provision to the extent of the inconsistency.

1.4 Exercising powers

(a) The Company may, in any way the Act permits:

(i) exercise any power;

(ii) take any action; or



(iii) engage in any conduct or procedure,

which, under the Act, a company limited by shares may exercise, take or engage in.

(b) Where this constitution provides that a person "may" do a particular act or thing, the act or thing may be done at the person's discretion.

(c) Where this constitution confers a power to do a particular act or thing, the power is, unless the contrary intention appears, to be taken as including a power exercisable in the same way and subject to the same conditions (if any) to repeal, rescind, revoke, amend or vary that act or thing.

(d) Where this constitution confers a power to do a particular act or thing, the power may be exercised from time to time and may be exercised subject to conditions.

(e) Where this constitution confers a power to do a particular act or thing concerning particular matters, the power is, unless the contrary intention appears, to be taken to include a power to do that act or thing as to only some of those matters or as to a particular class of those matters, and to make different provision concerning different matters or different classes of matters.

(f) Where this constitution confers a power to make appointments to an office or position (except the directors' power to appoint a director under rule 8.3(b)), the power is, unless the contrary intention appears, to be taken to include a power:

(i) to appoint a person to act in the office or position until a person is appointed to the office or position;

(ii) to remove or suspend any person appointed (without prejudice to any rights or obligations under any contract between the person and the Company); and

(iii) to appoint another person temporarily in the place of any person removed or suspended or in the place of any sick or absent holder of the office or position.

(g) Where this constitution gives power to a person to delegate a function or power:

(i) the delegation may be concurrent with, or (except in the case of a delegation by the directors) to the exclusion of, the performance or exercise of that function or power by the person;

(ii) the delegation may be either general or limited in any way provided in the terms of delegation;

(iii) the delegation need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position;

(iv) the delegation may include the power to delegate; and



(v) where performing or exercising that function or power depends on that person's opinion, belief or state of mind about a matter, that function or power may be performed or exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.

1.5 Currency

Any amount payable to the holder of a share, whether in relation to dividends, repayment of capital, participation in surplus property of the Company or otherwise, may, with the agreement of the holder or under the terms of issue of the share, be paid in the currency of a country other than Australia. The directors may fix a time on or before the payment date as the time at which the applicable exchange rate will be determined for that purpose.

1.6 Transitional provisions

This constitution must be interpreted in such a way that:

(a) every director, chief executive officer, and secretary in office in that capacity immediately before this constitution is adopted continues in office subject to, and is taken to have been appointed or elected under, this constitution;

(b) the directors are taken, immediately after this constitution is adopted, to have decided under rule 8.1(a) a number which is equal to the number of the persons in office as directors immediately after this constitution is adopted;

(c) any register maintained by the Company immediately before this constitution is adopted is taken to be a register maintained under this constitution;

(d) any Seal adopted by the Company immediately before this constitution is adopted is taken to be a Seal which the Company has under a relevant authority given by this constitution;

(e) for the purposes of rule 4.1(m), a cheque issued under any predecessor of rule 4.1(h) is taken to have been issued under rule 4.1(h), any money held at the date of adoption of this constitution for a member under any predecessor of rule 4.1(j) is taken to have been held in an account under rule 4.1(j) and any money held at the date of adoption of this constitution for a member the Company regards as uncontactable is taken to have been held in an account under rule 4.1(k); and

(f) unless a contrary intention appears in this constitution, all persons, things, agreements and circumstances appointed, approved or created by or under the constitution of the Company in force before this constitution is adopted continue to have the same status, operation and effect after this constitution is adopted.

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2. Share capital

2.1 Shares

Subject to the Act, this constitution and any special rights conferred on the holders of any shares or class of shares, the directors may:



(a) issue and allot shares in the Company;

(b) grant options over unissued shares in the Company;

(c) cancel shares in the Company; and

(d) decide:

(i) the persons to whom shares are issued or options are granted;

(ii) the terms on which shares are issued or options are granted;

(iii) the rights and restrictions attached to those shares or options; and

(iv) the way in which fractions of a share will be dealt with.

2.2 Preference shares

(a) The Company may issue preference shares, including preference shares which are, or at the option of the Company or holder are:

(i) liable to be redeemed; or

(ii) convertible into ordinary shares.

(b) Each preference share confers on the holder the following rights:

(i) preferential repayment of capital: the right:

(A) in a winding up or reduction of capital; and

(B) in the case of a redeemable preference share, on redemption,

(C) to repayment of the amount paid on the preference share in priority to:

(D) ordinary shares; and

(E) any other class of shares as specified in the terms of issue of that share;

(ii) preferential repayment of dividends and other amounts: the right:

(A) in a winding up or reduction of capital; and

(B) in the case of a redeemable preference share, on redemption,

to repayment of:

(C) the amount of any dividend due but unpaid on that share as at the date of the winding up, reduction or redemption (as applicable); and

(D) any additional amount (other than the amount paid on the preference share) as specified in the terms of issue of that share,

(in each case) in priority to:



(E) ordinary shares; and

(F) any other class of shares as specified in the terms of issue of that share;

(iii) participation in surplus assets and profits: if and to the extent specified in the terms of issue of that share, the right to participate with ordinary shares in the surplus assets and profits of the Company in a winding up or in any other case;

(iv) preferential dividends: the right to receive a dividend:

(A) at the rate or in an amount (whether fixed or variable), and on the basis (whether cumulative or non-cumulative), specified in the terms of issue of that share; and

(B) in priority to ordinary shares and any other class of shares as specified in the terms of issue of that share;

(v) other dividends: without limiting rule 2.2(b)(iv), if and to the extent specified in the terms of issue of that share, the right to participate with ordinary shares in dividends;

(vi) bonus issues and capitalisations: if and to the extent specified in the terms of issue of that share, the right to a bonus issue or capitalisation of profits in favour of holders of preference shares only;

(vii) notices and information: the right to receive notices (including notices of general meetings), reports, accounts and other information on the same basis as holders of ordinary shares;

(viii) attendance at members' meetings: the right to attend, and be heard at, all meetings of members on the same basis as holders of ordinary shares; and

(ix) voting: the right to vote at meetings of members only on the following matters and in the following circumstances (and not otherwise):

(A) on any matter considered at a meeting if, at the date of the meeting, a dividend (or any part of a dividend) on a preference share is due and payable but has not been paid;

(B) on a proposal to reduce the share capital of the Company (other than in connection with a redemption or buy-back of preference shares in accordance with their terms of issue);

(C) on a proposal to approve the terms of a buy-back agreement (other than in connection with a redemption or buy-back of preference shares in accordance with their terms of issue);

(D) on any matter or proposal which affects rights attached to preference shares;

(E) on a proposal to wind up the Company;



(F) on a proposal to dispose of the whole of the Company's property, business and undertaking;

(G) on any matter or proposal considered at a meeting held during the winding up of the Company;

(H) in any circumstances in which the Act or the Listing Rules require the holder of that share to be entitled to vote; and

(I) in any other circumstances specified in the terms of issue of that share,

and, on a poll on any of the above matters, the right to cast the number of votes specified in, or determined in accordance with, the terms of issue of that share.

(c) A preference share is subject to the restrictions (if any) specified in the terms of issue of that share.

(d) In the case of a redeemable preference share, the Company must, on receiving a redemption request under the terms of issue of that share, and at the time and place for redemption specified in, or determined in accordance with, the terms of issue of that share:

(i) redeem that share; and

(ii) pay to or at the direction of the holder of that share the amount payable on redemption of that share.

(e) A holder of a preference share must not transfer or purport to transfer, and the Company and the directors, to the extent permitted by the Listing Rules, must not register a transfer of, that share if the transfer would contravene any restrictions on the right to transfer that share set out in the terms of issue of that share.

2.3 Alteration of share capital

Subject to the Act, the directors may do anything required to give effect to any resolution altering the Company's share capital, including, where a member becomes entitled to a fraction of a share on a consolidation:

(a) making cash payments;

(b) determining that fractions may be disregarded to adjust the rights of all parties;

(c) appointing a trustee to deal with any fractions on behalf of members; and

(d) rounding up each fractional entitlement to the nearest whole share by capitalising any amount available for capitalisation under rule 4.2 even though only some of the members participate in the capitalisation.

2.4 Conversion or reclassification of shares

Subject to rule 2.5 and the Act, the Company may, by resolution, convert or reclassify shares from one class to another.



2.5 Variation of class rights

(a) Subject to the Act, the Listing Rules and the terms of issue of any class of shares, the rights attached to any class of shares may be varied:

(i) with the written consent of the holders of 75% of the issued shares in that class; or

(ii) by a special resolution passed at a separate meeting of the holders of shares in that class.

(b) The provisions of the Act and this constitution relating to general meetings apply, with any necessary changes, to separate class meetings as if they were general meetings except that:

(i) a quorum is 2 persons holding, or representing by proxy, attorney or Representative, at least 25% of the issued shares in the relevant class or, if there is only 1 holder of shares in a class, that person; and

(ii) any holder of shares in the relevant class who is present in person, or by proxy, attorney or Representative, may demand a poll.

(c) Unless specified in the terms of issue of shares in a class, the rights attached to the shares in that class (including preference shares) are not taken to be varied by the creation or issue of further shares ranking equally with them.

2.6 Joint holders of shares

Where two or more persons are registered as the holders of a share, they hold that share as joint tenants with rights of survivorship, on the following conditions:

(a) each joint holder is liable individually as well as jointly for all payments, including calls, in respect of that share;

(b) subject to rule 2.6(a), on the death of any one of them, the survivors are the only persons the Company will recognise as having any title to that share (but the estate of the deceased joint holder remains liable for any liability in respect of that share);

(c) any one of them may give effective receipts for any dividend, bonus, interest or other distribution or payment in respect of that share;

(d) the Company may, but is not required to, register more than 3 persons as joint holders of that share (except where required by the Listing Rules or the ASX Settlement Operating Rules); and

(e) the Company is not required to issue more than one certificate for that share, and delivery of a certificate to any joint holder is sufficient delivery to all of them.

2.7 Equitable and other claims

The Company may treat the registered holder of a share as the absolute owner of that share and need not:



(a) recognise a person as holding a share on trust, even if the Company has notice of a trust; or

(b) recognise, or be bound by, any equitable, contingent, future or partial claim to or interest in a share by any other person, except an absolute right of ownership in the registered holder, even if the Company has notice of that claim or interest.

2.8 Restricted securities

If, at any time, any of the share capital of the Company is classified by the Exchange as "restricted securities", then, despite any other provision of this constitution:

(a) a holder of the restricted securities must not dispose of, or agree or offer to dispose of, the securities during the escrow period applicable to those securities except as permitted by the Listing Rules or the Exchange;

(b) if the restricted securities are in the same class as quoted securities, the holder will be taken to have agreed in writing that the restricted securities are to be kept on the entity's issuer sponsored subregister and are to have a holding lock applied for the duration of the escrow period applicable to those securities;

(c) the Company must refuse to acknowledge a disposal (including registering a transfer) of the restricted securities during the escrow period applicable to those securities except as permitted by the Listing Rules or the Exchange;

(d) a holder of restricted securities will not be entitled to participate in any return of capital on those securities during the escrow period applicable to those securities except as permitted by the Listing Rules or the Exchange; and

(e) if a holder of restricted securities breaches a restriction deed or a provision of this constitution restricting a disposal of those securities, the holder will not be entitled to any dividend or distribution, or to exercise any voting rights, in respect of those securities for so long as the breach continues.

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3. Calls, forfeiture, indemnities, lien and surrender

3.1 Calls

(a) Subject to the terms on which any shares are issued, the directors may:

(i) make calls on the members for any amount unpaid on their shares which is not by the terms of issue of those shares made payable at fixed times; and

(ii) on the issue of shares, differentiate between members as to the amount of calls to be paid and the time for payment.

(b) The directors may require a call to be paid by instalments.

(c) The directors must send members notice of a call at least 14 days (or such longer period required by the Listing Rules) before the amount called is due, specifying the time and place of payment.



(d) Each member must pay to the Company by the time and at the place specified the amount called on the member's shares.

(e) A call is taken to have been made when the resolution of the directors authorising the call is passed.

(f) The directors may revoke a call or extend the time for payment.

(g) A call is valid even if a member for any reason does not receive notice of the call.

(h) If an amount called on a share is not paid in full by the time specified for payment, the person who owes the amount must pay:

(i) interest on the unpaid part of the amount from the date payment is due to the date payment is made, at a rate determined under rule 3.9; and

(ii) any costs, expenses or damages the Company incurs due to the failure to pay or late payment.

(i) Any amount unpaid on a share that, by the terms of issue of the share, becomes payable on issue or at a fixed date:

(i) is treated for the purposes of this constitution as if that amount were payable under a call duly made and notified; and

(ii) must be paid on the date on which it is payable under the terms of issue of the share.

(j) The directors may, to the extent the law permits, waive or compromise all or part of any payment due to the Company under the terms of issue of a share or under this rule 3.1.

3.2 Proceedings to recover calls

(a) In a proceeding to recover a call, or an amount payable due to the failure to pay or late payment of a call, proof that:

(i) the name of the defendant is entered in the register as the holder or one of the holders of the share on which the call is claimed;

(ii) the resolution making the call is recorded in the minute book; and

(iii) notice of the call was given to the defendant complying with this constitution,

is conclusive evidence of the obligation to pay the call and it is not necessary to prove the appointment of the directors who made the call or any other matter.

(b) In rule 3.2(a), defendant includes a person against whom the Company alleges a set-off or counterclaim, and a proceeding to recover a call or an amount is to be interpreted accordingly.



3.3 Payments in advance of calls

(a) The directors may accept from a member the whole or a part of the amount unpaid on a share even though no part of that amount has been called.

(b) The directors may authorise payment by the Company of interest on an amount accepted under rule 3.3(a), until the amount becomes payable, at a rate agreed between the directors and the member paying the amount.

(c) The directors may repay to a member any amount accepted under rule 3.3(a).

3.4 Forfeiting partly paid shares

(a) If a member fails to pay the whole of a call or an instalment of a call by the time specified for payment, the directors may serve a notice on that member:

(i) requiring payment of the unpaid part of the call or instalment, together with any interest that has accrued and all costs, expenses or damages that the Company has incurred due to the failure to pay;

(ii) naming a further time (at least 14 days after the date of the notice) by which, and a place at which, the amount payable under rule 3.4(a)(i) must be paid; and

(iii) stating that if the whole of the amount payable under rule 3.4(a)(i) is not paid by the time and at the place named, the shares on which the call was made will be liable to be forfeited.

(b) If a member does not comply with a notice served under rule 3.4(a), the directors may by resolution forfeit any share concerning which the notice was given at any time after the day named in the notice and before the payment required by the notice is made.

(c) A forfeiture under rule 3.4(b) includes all dividends, interest and other amounts payable by the Company on the forfeited share and not actually paid before the forfeiture.

(d) Where a share has been forfeited:

(i) notice of the resolution must be given to the member in whose name the share stood immediately before the forfeiture; and

(ii) an entry of the forfeiture, with the date, must be made in the register of members.

(e) Failure to give the notice or to make the entry required under rule 3.4(d) does not invalidate the forfeiture.

(f) A forfeited share becomes the property of the Company and the directors may sell, reissue or otherwise dispose of the share as they think fit and, in the case of reissue or other disposal, with or without crediting as paid up any amount paid on the share by any former holder.

(g) A person whose shares have been forfeited ceases to be a member as to the forfeited shares, but must, if the directors decide, pay to the Company:



(i) all calls, instalments, interest, costs, expenses and damages owing on the shares at the time of the forfeiture; and

(ii) interest on the unpaid part of the amount payable under rule 3.4(g)(i), from the date of the forfeiture to the date of payment, at a rate determined under rule 3.9.

(h) The forfeiture of a share extinguishes all interest in, and all claims and demands against the Company relating to, the forfeited share and, subject to rule 3.8(i), all other rights attached to the share.

(i) The directors may:

(i) exempt a share from all or part of this rule 3.4;

(ii) waive or compromise all or part of any payment due to the Company under this rule 3.4; and

(iii) before a forfeited share has been sold, reissued or otherwise disposed of, cancel the forfeiture on the conditions they decide.

3.5 Members' indemnity

(a) If the Company becomes liable for any reason under a law to make a payment:

(i) in respect of shares held solely or jointly by a member;

(ii) in respect of a transfer or transmission of shares by a member;

(iii) in respect of dividends, bonuses or other amounts due or payable or which may become due and payable to a member; or

(iv) in any other way for, on account of or relating to a member,

rules 3.5(b) and 3.5(c) apply, in addition to any right or remedy the Company may otherwise have.

(b) The member, or if the member is dead, the member's legal personal representative, must:

(i) fully indemnify the Company against that liability;

(ii) on demand reimburse the Company for any payment made; and

(iii) pay interest on the unpaid part of the amount payable to the Company under rule 3.5(b)(ii), from the date of demand until the date the Company is reimbursed in full for that payment, at a rate determined under rule 3.9.

(c) The directors may:

(i) exempt a share from all or part of this rule 3.5; and

(ii) waive or compromise all or part of any payment due to the Company under this rule 3.5.



3.6 Lien on shares

(a) The Company has a first and paramount lien on:

(i) each partly paid share for all unpaid calls and instalments due on that share;

(ii) each share for any amounts the Company is required by law to pay and has paid in respect of that share; and

(iii) each security acquired under an employee incentive scheme for any money payable to the Company in relation to that security, including any loan under an employee incentive scheme.

(b) The Company's lien on a share extends to:

(i) all dividends payable on the share;

(ii) the proceeds of sale of the share; and

(iii) reasonable interest and expenses incurred because an amount is not paid on the share.

(c) The directors may sell a share on which the Company has a lien as they think fit where:

(i) an amount for which a lien exists under this rule 3.6 is presently payable; and

(ii) the Company has given the registered holder a written notice, at least 14 days before the date of the sale, stating, and demanding payment of, that amount.

(d) The directors may do anything necessary or desirable under the ASX Settlement Operating Rules to protect any lien, charge or other right to which the Company is entitled under this constitution or a law.

(e) When the Company registers a transfer of shares on which the Company has a lien without giving the transferee notice of its claim, the Company's lien is released so far as it relates to amounts owing by the transferor or any predecessor in title.

(f) The directors may:

(i) exempt a share from all or part of this rule 3.6; and

(ii) waive or compromise all or part of any payment due to the Company under this rule 3.6.

3.7 Surrender of shares

(a) The directors may accept a surrender of a share by way of compromise of a claim.

(b) Any share so surrendered may be sold, reissued or otherwise disposed in the same manner as a forfeited share.



3.8 Sale, reissue or other disposal of shares by the Company

(a) A reference in this rule 3.8 to a sale of a share by the Company is a reference to any sale, reissue or other disposal of:

(i) a forfeited share under rule 3.4(f); or

(ii) a share on which the Company has a lien under rule 3.6(c); or

(iii) shares which constitute less than a marketable parcel under rule 5.4.

(b) When the Company sells a share, the directors may:

(i) receive the purchase money or consideration given for the share;

(ii) effect a transfer of the share or execute or appoint a person to execute, on behalf of the former holder, a transfer of the share; and

(iii) register as the holder of the share the person to whom the share is sold.

(c) A person to whom the Company sells shares need not take any steps to investigate the regularity or validity of the sale, or to see how the purchase money or consideration on the sale is applied. That person's title to the shares is not affected by any irregularity by the Company in relation to the sale. A sale of the share by the Company is valid even if a Transmission Event occurs to the member before the sale.

(d) The only remedy of a person who suffers a loss because of a sale of a share by the Company is a claim for damages against the Company.

(e) Subject to rule 3.8(f), the proceeds of a sale of shares by the Company must be applied in paying:

(i) first, the expenses of the sale; and

(ii) second, all amounts payable (whether presently or not) by the former holder to the Company,

and any balance must be paid to the former holder on the former holder delivering to the Company proof of title to the shares acceptable to the directors.

(f) The proceeds of sale arising from a notice under rule 5.4(b) must not be applied in payment of the expenses of the sale and must be paid to the former holder on the former holder delivering to the Company proof of title to the shares acceptable to the directors.

(g) Until the proceeds of a sale of a share sold by the Company are claimed or otherwise disposed of according to law, the directors may invest or use the proceeds in any other way for the benefit of the Company.

(h) The Company is not required to pay interest on money payable to a former holder under this rule 3.8.



(i) On completion of a sale, reissue or other disposal of a share under rule 3.4(f), the rights which attach to the share which were extinguished under rule 3.4(h) revive.

(j) A written statement by a director or secretary of the Company that a share in the Company has been duly:

(i) forfeited under rule 3.4(b);

(ii) sold, reissued or otherwise disposed of under rule 3.4(f); or

(iii) sold under rule 3.6(c) or rule 5.4,

on a date stated in the statement is conclusive evidence of the facts stated as against all persons claiming to be entitled to the share, and of the right of the Company to forfeit, sell, reissue or otherwise dispose of the share.

3.9 Interest payable by member

(a) For the purposes of rules 3.1(h)(i), 3.4(g)(ii) and 3.5(b)(iii), the rate of interest payable to the Company is:

(i) if the directors have fixed a rate, that rate; or

(ii) in any other case, a rate per annum 2% higher than the rate prescribed in respect of unpaid judgments in the Supreme Court of the state or territory in which the Company is registered.

(b) Interest accrues daily and may be capitalised monthly or at such other intervals the directors decide.

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4. Distributions

4.1 Dividends

(a) Subject to this constitution and the Act:

(i) the directors may:

(A) pay any interim, special or final dividend that, in their judgment, the financial position of the Company justifies;

(B) rescind a decision to pay a dividend if they decide, before the payment date, that the Company's financial position no longer justifies the payment; and

(C) pay any dividend required to be paid under the terms of issue of a share; and

(ii) paying a dividend does not require confirmation at a general meeting.

(b) Subject to any rights or restrictions attached to any shares or class of shares:

(i) all dividends must be paid equally on all shares, except that a partly paid share confers an entitlement only to the proportion of the dividend



which the amount paid (not credited) on the share bears to the total amounts paid and payable (excluding amounts credited) on the share;

(ii) for the purposes of rule 4.1(b)(i), unless the directors decide otherwise, an amount paid on a share in advance of a call is to be taken as not having been paid until it becomes payable; and

(iii) interest is not payable by the Company on any dividend.

(c) Subject to the ASX Settlement Operating Rules, the directors may fix a record date for a dividend, with or without suspending the registration of transfers from that date under rule 5.3.

(d) Subject to the ASX Settlement Operating Rules, a dividend in respect of a share must be paid to the person who is registered, or entitled under rule 5.1(c) to be registered, as the holder of the share:

(i) where the directors have fixed a record date in respect of the dividend, on that date; or

(ii) where the directors have not fixed a record date in respect of that dividend, on the date fixed for payment of the dividend,

and a transfer of a share that is not registered, or left with the Company for registration under rule 5.1(b), on or before that date is not effective, as against the Company, to pass any right to the dividend.

(e) When resolving to pay a dividend, the directors may direct payment of the dividend from any available source permitted by law, including:

(i) wholly or partly by the distribution of specific assets, including paid-up shares or other securities of the Company or of another body corporate, either generally or to specific members; and

(ii) unless prevented by the Listing Rules, to particular members wholly or partly out of any particular fund or reserve or out of profits derived from any particular source, and to the other members wholly or partly out of any other particular fund or reserve or out of profits derived from any other particular source.

(f) Subject to the ASX Settlement Operating Rules, where a person is entitled to a share because of a Transmission Event, the directors may, but need not, retain any dividends payable on that share until that person becomes registered as the holder of that share or transfers it.

(g) The directors may retain from any dividend payable to a member any amount presently payable by the member to the Company and apply the amount retained to the amount owing.

(h) The directors may decide the method of payment of any dividend or other amount in respect of a share. Different methods of payment may apply to different members or groups of members (such as overseas members). Without limiting any other method of payment which the Company may adopt, payment in respect of a share may be made:



(i) by such electronic or other means approved by the directors directly to an account (of a type approved by the directors) nominated in writing by the member or the joint holders; or

(ii) by cheque sent to the address of the member shown in the register of members or, in the case of joint holders, to the address shown in the register of members of any of the joint holders, or to such other address as the member or any of the joint holders in writing directs.

(i) A cheque sent under rule 4.1(h):

(i) may be made payable to bearer or to the order of the member to whom it is sent or any other person the member directs; and

(ii) is sent at the member's risk.

(j) If the directors decide that payments will be made by electronic transfer into an account (of a type approved by directors) nominated by a member, but no such account is nominated by the member or an electronic transfer into a nominated account is rejected or refunded, the Company may credit the amount payable to an account of the Company to be held until the member nominates a valid account.

(k) Where a member does not have a registered address or the Company believes that a member is not known at the member's registered address, the Company may credit an amount payable in respect of the member's shares to an account of the Company to be held until the member claims the amount payable or nominates an account into which a payment may be made.

(l) An amount credited to an account under rule 4.1(j) or 4.1(k) is to be treated as having been paid to the member at the time it is credited to that account. The Company will not be a trustee of the money and no interest will accrue on the money.

(m) If:

(i) a cheque for an amount payable under rule 4.1(h) is not presented for payment for at least 11 calendar months after issue; or

(ii) an amount is held in an account under rule 4.1(j) or 4.1(k) for at least 11 calendar months,

the directors may reinvest the amount, after deducting reasonable expenses, into shares in the Company on behalf of, and in the name of, the member concerned and may stop payment on the cheque. In such circumstances:

(iii) the shares may be acquired on market or by way of new issue at a price the directors accept is market price at the time;

(iv) any residual sum which arises from the reinvestment may be carried forward or donated to charity on behalf of the member, as the directors decide;

(v) the Company's liability to provide the relevant amount is discharged by an application under this rule 4.1(m);



(vi) the directors may do anything necessary or desirable (including executing any document) on behalf of the member to effect the application of an amount under this rule 4.1(m); and

(vii) the directors may determine other rules to regulate the operation of this rule 4.1(m) and may delegate their power under this rule to any person.

4.2 Capitalising profits

(a) Subject to the Listing Rules, any rights or restrictions attached to any shares or class of shares and any special resolution of the Company, the directors may capitalise and distribute among those members who would be entitled to receive dividends and in the same proportions, any amount:

(i) forming part of the undivided profits of the Company;

(ii) representing profits arising from an ascertained accretion to capital or a revaluation of the assets of the Company;

(iii) arising from the realisation of any assets of the Company; or

(iv) otherwise available for distribution as a dividend.

(b) The directors may resolve that all or any part of the capitalised amount is to be applied:

(i) in paying up in full, at an issue price decided by the resolution, any unissued shares in or other securities of the Company;

(ii) in paying up any amounts unpaid on shares or other securities held by the members;

(iii) partly as specified in rule 4.2(b)(i) and partly as specified in rule 4.2(b)(ii); or

(iv) in any other manner permitted by law,

and the members entitled to share in the distribution must accept that application in full satisfaction of their interest in the capitalised amount.

(c) Rules 4.1(b), 4.1(c) and 4.1(d) apply, so far as they can and with any necessary changes, to capitalising an amount under this rule 4.2 as if references in those rules to:

(i) a dividend were references to capitalising an amount; and

(ii) a record date were references to the date the directors resolve to capitalise the amount under this rule 4.2.

(d) Where the terms of any options over unissued shares (being options existing at the date a resolution referred to in rule 4.2(b) is passed) entitle the holder of those options to an issue of bonus shares under this rule 4.2, the directors may, in determining the number of unissued shares to be so issued, allow in an appropriate manner for the future issue of bonus shares to option holders.



4.3 Ancillary powers

(a) To give effect to any resolution to reduce the capital of the Company, to satisfy a dividend as set out in rule 4.1(e)(i), or to capitalise any amount under rule 4.2, the directors may:

(i) settle as they think expedient any difficulty that arises in making the distribution or capitalisation, including by:

(A) making cash payments in cases where members are entitled to fractions of shares or other securities; or

(B) deciding that amounts of less than a particular value or fractions may be disregarded, or (in the case of fractions) may be rounded up or down, to adjust the rights of all parties;

(ii) fix the value for distribution of any specific assets;

(iii) pay cash or issue shares or other securities to any member to adjust the rights of all parties;

(iv) vest any of those specific assets, cash, shares or other securities in a trustee on trust for the persons entitled to the distribution or capitalised amount that seem expedient to the directors; and

(v) authorise any person to make, on behalf of all the members entitled to any specific assets, cash, shares or other securities as a result of the distribution or capitalisation, an agreement with the Company or another person which provides, as appropriate:

(A) for the distribution or issue to them of shares or other securities credited as fully paid up; or

(B) for payment by the Company on their behalf of the amounts or any part of the amounts remaining unpaid on their existing shares or other securities by applying their respective proportions of the amount resolved to be distributed or capitalised.

(b) Any agreement made under an authority referred to in rule 4.3(a)(v) is effective and binds all members concerned.

(c) If a distribution, transfer or issue of specific assets, shares or securities to a particular member or members is, in the directors' discretion, considered impracticable or would give rise to parcels of securities which do not constitute a marketable parcel, the directors may make a cash payment to those members or allocate the assets, shares or securities to a trustee to be sold on behalf of, and for the benefit of, those members, instead of making the distribution, transfer or issue to those members.

(d) If the Company distributes to members (either generally or to specific members) securities in the Company or in another body corporate or trust (whether as a dividend, capital reduction or otherwise and whether or not for value), each of those members appoints the Company as his or her agent to



do anything needed to give effect to that distribution, including agreeing to become a member of that other body corporate or trust.

4.4 Reserves

(a) The directors may set aside out of the Company's profits any reserves or provisions they decide.

(b) The directors may appropriate to the Company's profits any amount previously set aside as a reserve or provision.

(c) Setting aside an amount as a reserve or provision does not:

(i) require the directors to keep the amount separate from the Company's other assets; or

(ii) prevent the amount being used in the Company's business or being invested as the directors decide.

4.5 Carrying forward profits

The directors may carry forward any part of the profits remaining that they consider should not be distributed as dividends or capitalised, without transferring those profits to a reserve or provision.

4.6 Dividend reinvestment plan

The directors may:

(a) establish a dividend reinvestment plan on terms they decide, under which:

(i) the whole or any part of any dividend due to members in the Company who participate in the plan on their shares or any class of shares;

(ii) the whole or any part of any interest due to holders of any securities in the Company on their securities; or

(iii) any other amount payable to members or holders of other securities in the Company,

may be applied in subscribing for or purchasing securities of the Company or of a related body corporate; and

(b) amend, suspend or terminate any dividend reinvestment plan.

4.7 Dividend selection plans

The directors may:

(a) implement a dividend selection plan on terms they decide, under which participants may choose:

(i) to receive a dividend from the Company paid wholly or partly out of any available source, including:

(A) any particular fund or reserve; or

(B) out of profits derived from any particular source; or



(ii) to forego a dividend from the Company in place of some other form of distribution from the Company or another body corporate or a trust; and

(b) amend, suspend or terminate any dividend selection plan.

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5. Transfer and transmission of shares

5.1 Transferring shares

(a) Subject to this constitution and to any restrictions attached to a member's shares, a member may transfer any of the member's shares by:

(i) a Proper ASTC Transfer; or

(ii) a written transfer in any usual form or in any other form approved by the directors.

(b) A transfer referred to in rule 5.1(a)(ii) must be:

(i) signed by or on behalf of both the transferor and the transferee unless:

(A) the transfer relates only to fully paid shares and the directors have dispensed with the need for signature by the transferee; or

(B) the transfer of the shares is effected by a document which is, or documents which together are, a sufficient transfer of those shares under the Act;

(ii) if required by law to be stamped, duly stamped; and

(iii) left for registration at the Company's registered office, or at any other place the directors decide, with such evidence the directors require to prove:

(A) the transferor's title or right to the shares; and

(B) the transferee's right to be registered as the owner of the shares.

(c) Subject to the powers vested in the directors under rules 5.2(a) and 5.3, where the Company receives a transfer complying with rules 5.1(a) and 5.1(b), the Company must register the transferee named in the transfer as the holder of the shares to which it relates.

(d) A transferor of shares remains the holder of the shares until:

(i) a Proper ASTC Transfer of the shares has been effected; or

(ii) the transferee's name is entered in the register of members as the holder of the shares.

(e) The Company must not charge a fee for registering a transfer of shares unless:

(i) the Company is not listed on the Exchange; or



(ii) the fee is permitted by the Listing Rules.

(f) The Company may retain a registered transfer for any period the directors decide.

(g) The directors may do anything that is necessary or desirable for the Company to participate in any computerised, electronic or other system for facilitating the transfer of shares or operation of the Company's registers that may be owned, operated or sponsored by the Exchange or a related body corporate of the Exchange.

(h) The directors may, to the extent the law and the Listing Rules permit, waive any of the requirements of this rule 5.1 and prescribe alternative requirements instead, to give effect to rule 5.1(g) or for any other purpose.

5.2 Power to decline to register transfers

(a) The directors may decline to register, or prevent registration of, a transfer of shares or apply a holding lock to prevent a transfer in accordance with the Act or the Listing Rules where:

(i) the transfer is not in registrable form;

(ii) the Company has a lien on any of the shares transferred;

(iii) registration of the transfer may breach a law of Australia or a court order;

(iv) the transfer is paper-based and registration of the transfer will result in a holding which, at the time the transfer is lodged, is less than a marketable parcel;

(v) the transfer is not permitted under the terms of an employee incentive scheme; or

(vi) the Company is otherwise permitted or required to do so under the Listing Rules or, except for a Proper ASTC Transfer, under the terms of issue of the shares.

(b) If the directors decline to register a transfer or apply a holding lock, the Company must give notice of the refusal or the holding lock as required by the Act and the Listing Rules. Failure to give that notice will not invalidate the decision of the directors to decline to register the transfer.

(c) The directors may delegate their authority under this rule 5.2 to any person.

5.3 Power to suspend registration of transfers

While the Company is admitted to the official list of the Exchange, the directors may suspend the registration of transfers at any times, and for any periods, permitted by the ASX Settlement Operating Rules and the Listing Rules that they decide.

5.4 Selling non marketable parcels

(a) The directors may sell shares which constitute less than a marketable parcel by following the procedures in this rule 5.4.



(b) The directors may send to a member who holds, on the date decided by the directors, less than a marketable parcel of shares in a class of shares of the Company, a notice which:

(i) explains the effect of the notice under this rule 5.4; and

(ii) advises the holder that he or she may choose to be exempt from the provisions of this rule. A form of election for that purpose must be sent with the notice.

(c) If, before 5 pm (Brisbane time) on a date specified in the notice which is no earlier than 6 weeks after the notice is sent:

(i) the Company has not received a notice from the member choosing to be exempt from the provisions of this rule 5.4; and

(ii) the member has not increased his or her shareholding to a marketable parcel,

the member is taken to have irrevocably appointed the Company as his or her agent to do anything in rule 5.4(e).

(d) In addition to initiating a sale by sending a notice under rule 5.4(b), the directors may also initiate a sale if a member holds less than a marketable parcel at the time that the transfer document was initiated or, in the case of a paper-based transfer document, was lodged with the Company. In that case:

(i) the member is taken to have irrevocably appointed the Company as his or her agent to do anything in rule 5.4(e); and

(ii) if the holding was created after the adoption of this rule, the directors may remove or change the member's rights to vote or receive dividends in respect of those shares. Any dividends withheld must be sent to the former holder after the sale when the former holder delivers to the Company such proof of title as the directors accept.

(e) The Company may:

(i) sell the shares constituting less than a marketable parcel as soon as practicable at a price which the directors consider is the best price reasonably available for the shares when they are sold;

(ii) deal with the proceeds of sale under rule 3.8; and

(iii) receive any disclosure document, including a financial services guide, as agent for the member.

(f) The costs and expenses of any sale of shares arising from a notice under rule 5.4(b) (including brokerage and stamp duty) are payable by the purchaser or by the Company.

(g) A notice under rule 5.4(b) may be given to a member only once in a 12-month period and may not be given during the offer period of a takeover bid for the Company.



(h) If a takeover bid is announced after a notice is given but before an agreement is entered into for the sale of shares, this rule ceases to operate for those shares. However, despite rule 5.4(g), a new notice under rule 5.4(b) may be given after the offer period of the takeover bid closes.

(i) The directors may, before a sale is effected under this rule 5.4, revoke a notice given or suspend or terminate the operation of this rule either generally or in specific cases.

(j) If a member is registered in respect of more than 1 parcel of shares, the directors may treat the member as a separate member in respect of each of those parcels so that this rule 5.4 will operate as if each parcel was held by different persons.

5.5 Transmission of shares

(a) Subject to rule 5.5(c), where a member dies, the only persons the Company will recognise as having any title to the member's shares or any benefits accruing on those shares are:

(i) where the deceased was a sole holder, the legal personal representative of the deceased; and

(ii) where the deceased was a joint holder, the survivor or survivors.

(b) Rule 5.5(a) does not release the estate of a deceased member from any liability on a share, whether that share was held by the deceased solely or jointly with other persons.

(c) Notwithstanding rule 5.5(a), the directors may register a transfer of shares signed by a member before a Transmission Event even though the Company has notice of the Transmission Event.

(d) A person who becomes entitled to a share because of a Transmission Event may, on producing such evidence as the directors require to prove that person's entitlement to the share, choose:

(i) to be registered as the holder of the share by signing and giving the Company a written notice stating that choice; or

(ii) to nominate some other person to be registered as the transferee of the share by executing or effecting in some other way a transfer of the share to that other person.

(e) The provisions of this constitution concerning the right to transfer shares and the registration of transfers of shares apply, so far as they can and with any necessary changes, to a notice or transfer under rule 5.5(d) as if the relevant Transmission Event had not occurred and the notice or transfer were executed or effected by the registered holder of the share.

(f) Where 2 or more persons are jointly entitled to a share because of a Transmission Event they will, on being registered as the holders of the share, be taken to hold the share as joint tenants and rule 2.6 will apply to them.



6. Approving Proportional Takeover Bids

6.1 Transfers not to be registered

Despite rules 5.1(c) and 5.2, a transfer giving effect to a contract resulting from the acceptance of an offer made under a Proportional Takeover Bid must not be registered unless an Approving Resolution to approve the Proportional Takeover Bid has been passed or is taken to have been passed in accordance with rule 6.2.

6.2 Approving Resolution

(a) Where offers have been made under a Proportional Takeover Bid, the directors must:

(i) convene a meeting of the persons entitled to vote on the Approving Resolution for the purpose of considering and, if thought fit, passing a resolution to approve the Proportional Takeover Bid; and

(ii) ensure that the resolution is voted on in accordance with this rule 6.2, before the Approving Resolution Deadline.

(b) The provisions of this constitution relating to general meetings apply, with such modification as the circumstances require, to a meeting that is convened under rule 6.2(a), as if that meeting were a general meeting of the Company.

(c) The bidder under a Proportional Takeover Bid and any associates of the bidder are not entitled to vote on the Approving Resolution and if they do vote, their votes must not be counted.

(d) Subject to rule 6.2(c), a person who, as at the end of the day on which the first offer under the Proportional Takeover Bid was made, held securities of the Relevant Class, is entitled to vote on the Approving Resolution relating to the Proportional Takeover Bid.

(e) An Approving Resolution that has been voted on is taken to have been passed if the proportion that the number of votes in favour of the resolution bears to the total number of votes on the resolution is greater than 50%, and otherwise is taken to have been rejected.

(f) If an Approving Resolution has not been voted on in accordance with this rule 6.2 as at the end of the day before the Approving Resolution Deadline, an Approving Resolution will be taken to have been passed in accordance with this rule 6.2 on the Approving Resolution Deadline.

6.3 Sunset

Rules 6.1, 6.2 and 6.3, cease to have effect at the end of 3 years beginning:

(a) where those rules have not been renewed in accordance with the Act, on the date that this constitution was adopted by the Company; or

(b) where those rules have been renewed in accordance with the Act, on the date those rules were last renewed.



7. General meetings

7.1 Calling general meetings

(a) A general meeting may only be called:

(i) by a directors' resolution;

(ii) while the Company is admitted to the official list of the Exchange, by a director; or

(iii) as otherwise provided in the Act.

(b) Subject to this constitution, the Act and the Listing Rules, the directors may change the venue for, postpone or cancel a general meeting, but a meeting which is:

(i) not called by a directors' resolution; or

(ii) called in accordance with a members' requisition under section 249D of the Act,

may not be postponed or cancelled without the prior written consent of the persons who called or requisitioned the meeting.

(c) If the directors change the venue for, postpone or cancel a general meeting, then a notice stating the reason for the change, postponement or cancellation must be:

(i) while the Company is admitted to the official list of the Exchange, given to the Exchange; or

(ii) subject to the Act and the Listing Rules, given in any other manner determined by the directors.

7.2 Holding general meetings

(a) The Company may hold a general meeting:

(i) at one or more physical venues; or

(ii) at one or more physical venues and using virtual meeting technology; or

(iii) if the directors approve, using virtual meeting technology only.

(b) The provisions of this constitution relating to general meetings apply to a general meeting held in any manner described in rule 7.2(a), with any necessary changes to ensure compliance with the Act the Listing Rules and any other applicable law.

(c) Where a general meeting is held in a manner described in rule 7.2(a), any documents required or permitted to be tabled at the meeting will be taken to have been tabled at the meeting if the document is given, or made available, to the persons entitled to attend the meeting (whether physically or using virtual meeting technology) before or during the meeting.



(d) If:

(i) before or during a general meeting, there is a technical difficulty with any virtual meeting technology, or any other technology, used to hold the meeting; and

(ii) the technical difficulty results in one or more members or other persons not being able to participate in the meeting,

then, subject to the Act and this constitution, and without limiting the powers of the chairperson of the meeting, the chairperson may:

(iii) allow the meeting to continue; or

(iv) postpone or adjourn the meeting for such reasonable period as may be required to fix the technical difficulty or to such other time and location as the chairperson decides.

7.3 Notice of general meetings

(a) Written notice of a general meeting must be given to each person who at the time of giving the notice:

(i) is a member, director or auditor of the Company; or

(ii) is entitled to a share because of a Transmission Event and has satisfied the directors of his or her right to be registered as the holder of the shares.

(b) While the Company is admitted to the official list of the Exchange, at least 28 days' notice must be given of a general meeting unless the Listing Rules permit a shorter notice period for the meeting. Otherwise, at least 21 days' notice must be given of a general meeting unless the Act permits a shorter notice period for the meeting. In calculating the notice period for a general meeting, the day on which the notice is given (or deemed or taken to be given) and the day scheduled for the meeting are both to be disregarded.

(c) A notice of a general meeting must comply with the content requirements for a notice of meeting of the Company's members set out in the Act and the Listing Rules.

(d) Unless the Act provides otherwise:

(i) no business may be transacted at a general meeting unless the general nature of the business is stated in the notice calling the meeting; and

(ii) except with the approval of the directors or the chairperson, no person may move any amendment to:

(A) a proposed resolution the terms of which are set out in the notice calling the meeting; or

(B) a document which relates to such a resolution, a copy of which has been made available to members to inspect or obtain.



(e) A person may waive notice of any general meeting by written notice to the Company.

(f) Failure to give a member or any other person notice of a general meeting or a proxy form, or non-receipt by a member or any other person of such a document, does not invalidate anything done or resolution passed at the general meeting if:

(i) the failure or non-receipt occurred by accident or inadvertent error; or

(ii) before or after the meeting, the person notifies the Company in writing of the person's agreement to that thing or resolution (or otherwise waives notice of the general meeting in accordance with rule 7.3(e)).

(g) A person's attendance at a general meeting waives any objection that person may have to:

(i) a failure to give notice, or the giving of a defective notice, of the meeting unless the person at the beginning of the meeting objects to the holding of the meeting; and

(ii) the consideration of a particular matter at the meeting which is not within the business referred to in the notice of the meeting, unless the person objects to considering the matter when it is presented.

7.4 Admission to general meetings

(a) The chairperson of a general meeting may take any action he or she considers appropriate for the safety of persons attending the meeting and the orderly conduct of the meeting and may refuse admission to, or require to leave and remain out of, the meeting any person:

(i) in possession of an audio, visual or audio-visual recording device;

(ii) in possession of a placard or banner;

(iii) in possession of an article considered by the chairperson to be dangerous, offensive or liable to cause disruption;

(iv) who refuses to produce or permit examination of any article, or the contents of any article, in the person's possession;

(v) who behaves or threatens to behave in a dangerous, offensive or disruptive way; or

(vi) who is not entitled to receive notice of the meeting,

and the chairperson may delegate the powers conferred by this rule to any person he or she thinks fit.

(b) A person, whether a member or not, requested by the directors or the chairperson to attend a general meeting is entitled to be present and, at the request of the chairperson, to speak at the meeting.

(c) Nothing in this rule 7.4 or in rule 7.7 is to be taken to limit the powers conferred on the chairperson by law.



7.5 Quorum at general meetings

(a) No business may be transacted at a general meeting, except the election of a chairperson and the adjournment of the meeting, unless a quorum of members is present when the meeting proceeds to business.

(b) A quorum at a general meeting is 2 or more members present at the meeting and entitled to vote on a resolution at the meeting.

(c) For the purposes of calculating a quorum under rule 7.5(b), if:

(i) a member has appointed more than one proxy or Representative; and

(ii) two or more of those proxies or Representatives attend the general meeting,

only one of those proxies or Representatives is counted.

(d) If a quorum is not present within 30 minutes after the time appointed for the general meeting:

(i) where the meeting was called by a director (but not by the board of directors) or at the request of members, the meeting must be dissolved; or

(ii) in any other case, the meeting stands adjourned:

(A) if the chairperson is present at the meeting, to the day, time and place as the chairperson decides;

(B) if the chairperson is not present at the meeting or does not decide, to the day, time and place as the directors present decide; or

(C) if the directors present do not decide, to the same day in the next week at the same time and place,

and if, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting must be dissolved.

7.6 Chairperson of general meetings

(a) The chairperson of directors or, in the absence of the chairperson of directors, the deputy chairperson of directors is entitled, if present within 15 minutes after the time appointed for a general meeting and willing to act, to preside as chairperson at the meeting.

(b) The directors present may choose one of their number to preside as chairperson at a general meeting if, at the general meeting:

(i) there is no chairperson or deputy chairperson of directors present;

(ii) neither the chairperson nor the deputy chairperson of directors is present within 15 minutes after the time appointed for the meeting; or



(iii) neither the chairperson nor the deputy chairperson of directors is willing to act as chairperson of the meeting.

(c) If the directors do not choose a chairperson under rule 7.6(b), the members present must elect as chairperson of the meeting:

(i) another director who is present and willing to act; or

(ii) if no other director willing to act is present at the meeting, a member who is present and willing to act.

(d) A chairperson of a general meeting may, for any item of business or discrete part of the meeting, vacate the chair in favour of another person nominated by him or her (Acting Chairperson). Where an instrument of proxy appoints the chairperson as proxy for part of the proceedings for which an Acting Chairperson has been nominated, the instrument of proxy is taken to be in favour of the Acting Chairperson for the relevant part of the proceedings.

7.7 Conduct at general meetings

(a) Subject to the Act:

(i) the chairperson of a general meeting is responsible for the general conduct of the meeting and for the procedures to be adopted at the meeting; and

(ii) the chairperson may, at any time the chairperson considers it necessary or desirable for the proper and orderly conduct of the meeting:

(A) impose a limit on the time that a person may speak on each motion or other item of business;

(B) terminate debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the members present; and

(C) adopt any procedures for casting or recording votes at the meeting, whether on a show of hands or on a poll.

(b) A decision by a chairperson under rule 7.7(a)(ii) binds all members and is final.

(c) The chairperson may postpone the meeting before it has started, whether or not a quorum is present, if, at the time and place appointed for the meeting, he or she considers that:

(i) there is not enough room for the number of members who wish to attend the meeting; or

(ii) a postponement is necessary in light of the behaviour of persons present or for any other reason so that the business of the meeting can be properly carried out.



(d) A postponement under rule 7.7(c) will be to another time, which may be on the same day as the meeting, and may be to another place (and the new time and place will be taken to be the time and place for the meeting as if specified in the notice which called the meeting originally).

(e) The chairperson may at any time during the meeting:

(i) adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting; and

(ii) for the purpose of allowing any poll to be taken or determined, suspend the proceedings of the meeting for such period or periods as he or she decides without effecting an adjournment. No business may be transacted and no discussion may take place during any suspension of proceedings unless the chairperson otherwise allows.

(f) The chairperson's rights under rules 7.7(c) and 7.7(e) are exclusive and, unless the chairperson requires otherwise, no vote may be taken or demanded by the members present concerning any postponement, adjournment or suspension of proceedings.

(g) Only unfinished business may be transacted at a meeting resumed after an adjournment.

(h) Where a meeting is postponed or adjourned under this rule 7.7, notice of the postponed or adjourned meeting must be given to the Exchange while the Company is admitted to the official list of the Exchange, but need not be given to any other person.

(i) Where a meeting is postponed or adjourned, the directors may (by notice to the Exchange while the Company is admitted to the official list of the Exchange), postpone, cancel or change the place of the postponed or adjourned meeting.

7.8 Decisions at general meetings

(a) Except where a resolution requires a special majority as a matter of law or under the Listing Rules, questions arising at a general meeting must be decided by a majority of votes cast by the members present at the meeting. A decision made in this way is, for all purposes, a decision of the members.

(b) If the votes cast for and against a proposed resolution at a general meeting are equal, the chairperson of the meeting has a casting vote, in addition to any vote the chairperson has as a member.

(c) A resolution put to the vote of a general meeting must be decided on a show of hands unless:

(i) the resolution must be decided on a poll as a matter of law; or

(ii) a poll is demanded:

(A) before the show of hands is taken;



(B) before the result of the show of hands is declared; or

(C) immediately after the result of the show of hands is declared.

(d) A poll may be demanded by:

(i) the chairperson of the meeting;

(ii) at least 5 members entitled to vote on the resolution; or

(iii) members with at least 5% of the votes that may be cast on the resolution on a poll.

(e) A demand for a poll does not prevent a general meeting continuing to transact any business except the question on which the poll is demanded.

(f) Unless a poll is duly demanded or required as a matter of law, a declaration by the chairperson of a general meeting that a resolution has on a show of hands been carried, carried unanimously, carried by a particular majority, or lost, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against the resolution.

(g) If a poll is duly demanded at a general meeting, it must be taken in the way, and when, the chairperson of the meeting directs. The result of the poll as declared by the chairperson is the resolution of the meeting at which the poll was demanded.

(h) A poll cannot be demanded at a general meeting on the election of a chairperson of the meeting / the adjournment of the meeting / the election of a chairperson of the meeting or the adjournment of the meeting.

(i) The demand for a poll may be withdrawn with the chairperson's consent.

7.9 Direct voting

(a) Despite anything to the contrary in this constitution, the directors may decide that, at any general meeting or class meeting, a member who is entitled to attend and vote on a resolution at that meeting is entitled to vote on that resolution by electronic or other means (as decided by the directors).

(b) A vote permitted under rule 7.9(a) is referred to as a "direct vote". The directors may decide that a direct vote may be cast by post, fax, email or other electronic means approved by the directors.

(c) The directors may prescribe regulations, rules and procedures in relation to direct voting, including specifying the form, method and timing of giving a direct vote at a meeting in order for the vote to be valid. Any such regulations, rules or procedures will have effect as if set out in this constitution.

(d) A direct vote on a resolution at a meeting is of no effect and will be disregarded if:

(i) the direct vote was cast otherwise than in accordance with any regulations, rules or procedures prescribed under rule 7.9(c);



(ii) at the time of the resolution, the person who cast the direct vote was not entitled to vote on the resolution (or would not have been entitled to vote on the resolution if the person were present at the meeting); or

(iii) the vote would not have been valid, or the Company would have been required by law to disregard the vote, had the vote been cast in person at the meeting.

(e) Subject to any regulations, rules or procedures prescribed under rule 7.9(c), if the Company receives from a member:

(i) a valid direct vote on a resolution; and

(ii) an instrument appointing a proxy, attorney or Representative to vote on behalf of that member in respect of that resolution (whether before, after, or at the same time as the Company receives the direct vote),

then the Company may regard the direct vote as effective in respect of that resolution and disregard any vote cast by the proxy, attorney or Representative on the resolution at the meeting.

7.10 Voting rights

(a) Subject to this constitution and to any rights or restrictions attached to any shares or class of shares, at a general meeting:

(i) on a show of hands, each member present and entitled to vote has 1 vote; and

(ii) on a poll, every member present has 1 vote for each share which the member holds as at the Record Time and which entitles the member to vote, except for partly paid shares, each of which confers on a poll only the fraction of 1 vote which the amount paid (not credited) on the share bears to the total amounts paid and payable (excluding amounts credited) on the share. An amount paid in advance of a call is disregarded for this purpose.

(b) If a person present at a general meeting represents personally or by proxy, attorney or Representative more than 1 member, on a show of hands the person is entitled to 1 vote only even though he or she represents more than 1 member.

(c) A joint holder may vote at a meeting, either personally or by proxy, attorney or Representative as if that person was the sole holder. If more than 1 joint holder tenders a vote in respect of the relevant shares, the vote of the holder named first in the register who tenders a vote, whether in person or by proxy, attorney or Representative, must be accepted to the exclusion of the votes of the other joint holders.

(d) The parent or guardian of an infant member may vote at any general meeting on such evidence being produced of the relationship or of the appointment of the guardian as the directors may require and any vote so tendered by a parent or guardian of an infant member must be accepted to the exclusion of the vote of the infant member.



(e) A person entitled to a share because of a Transmission Event may vote at a general meeting in respect of that share in the same way as if that person were the registered holder of the share if, at least 48 hours before the meeting (or such shorter time as the directors determine), the directors:

(i) admitted that person's right to vote at that meeting in respect of the share; or

(ii) were satisfied of that person's right to be registered as the holder of, or to transfer, the share.

Any vote duly tendered by that person must be accepted and the vote of the registered holder of those shares must not be counted.

(f) Where a member holds a share on which a call or other amount payable to the Company has not been duly paid:

(i) that member is only entitled to be present at a general meeting and vote if that member holds, as at the Record Time, other shares on which no money is then due and payable; and

(ii) on a poll, that member is not entitled to vote in respect of that share but may vote in respect of any shares that member holds, as at the Record Time, on which no money is then due and payable.

(g) A member is not entitled to vote on a resolution if, under the Act or the Listing Rules, the notice which called the meeting specified that:

(i) the member must not vote or must abstain from voting on the resolution; or

(ii) a vote on the resolution by the member must be disregarded for any purposes.

If the member or a person acting as proxy, attorney or Representative of the member does tender a vote on that resolution, their vote must not be counted.

(h) An objection to the validity of a vote tendered at a general meeting must be:

(i) raised before or immediately after the result of the vote is declared; and

(ii) referred to the chairperson of the meeting, whose decision is final.

(i) A vote tendered, but not disallowed by the chairperson of a meeting under rule 7.10(h), is valid for all purposes, even if it would not otherwise have been valid.

(j) The chairperson may decide any difficulty or dispute which arises as to the number of votes which may be cast by or on behalf of any member and the decision of the chairperson is final.

7.11 Representation at general meetings

(a) Subject to this constitution, each member entitled to attend and vote at a general meeting may attend and vote:



(i) in person or, where a member is a body corporate, by its Representative;

(ii) by proxy, or if the member is entitled to cast 2 or more votes at the meeting, by not more than 2 proxies; or

(iii) by not more than 2 attorneys.

(b) A proxy, attorney or Representative may, but need not, be a member of the Company.

(c) An instrument appointing a proxy is valid if it is in accordance with the Act and (if applicable) the Listing Rules, or in any form approved by the directors.

(d) For the purposes of this rule 7.11, a proxy appointment received at an electronic address specified in the notice of general meeting for the receipt of proxy appointment or otherwise received by the Company in accordance with the Act is taken to have been signed or executed if the appointment:

(i) includes or is accompanied by a personal identification code allocated by the Company to the member making the appointment;

(ii) has been authorised by the member in another manner approved by the directors and specified in or with the notice of meeting; or

(iii) is otherwise authenticated in accordance with the Act.

(e) A vote given in accordance with an instrument appointing a proxy or attorney is valid despite the transfer of the share in respect of which the instrument was given if the transfer is not registered by the time at which the instrument appointing the proxy of attorney is required to be received under rule 7.11(j).

(f) Unless the instrument or resolution appointing a proxy, attorney or Representative provides differently, the proxy, attorney or Representative has the same rights to speak, demand a poll, join in demanding a poll or act generally at the meeting as the member would have had if the member was present.

(g) Unless otherwise provided in the appointment of a proxy, attorney or Representative, an appointment will be taken to confer authority:

(i) even though the instrument may refer to specific resolutions and may direct the proxy, attorney or Representative how to vote on those resolutions, to do any of the acts specified in rule 7.11(h); and

(ii) even though the instrument may refer to a specific meeting to be held at a specified time or venue, where the meeting is rescheduled or adjourned to another time or changed to another venue, to attend and vote at the rescheduled or adjourned meeting or at the new venue.

(h) The acts referred to in rule 7.11(g)(i) are:

(i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;



(ii) to vote on any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the meeting; and

(iii) to act generally at the meeting.

(i) A proxy form issued by the Company must allow for the insertion of the name of the person to be primarily appointed as proxy and may provide that, in circumstances and on conditions specified in the form that are not inconsistent with this constitution, the chairperson of the relevant meeting (or another person specified in the form) is appointed as proxy.

(j) A proxy or attorney may not vote at a general meeting or adjourned or postponed meeting or on a poll unless the instrument appointing the proxy or attorney, and the authority under which the instrument is signed or a certified copy of the authority, are received by the Company:

(i) at least 48 hours, or such lesser time as specified by the directors and notified in the notice of meeting, (or in the case of an adjournment or postponement of a meeting, including an adjourned meeting, any lesser time that the directors or the chairperson of the meeting decides) before the time for holding the meeting or adjourned or postponed meeting or taking the poll, as applicable; or

(ii) where rule 7.11(l) applies, such shorter period before the time for holding the meeting or adjourned or postponed meeting or taking the poll, as applicable, as the Company determines in its discretion.

A document is received by the Company under this rule 7.11(j) when it is received in accordance with the Act, and to the extent permitted by the Act, if the document is produced or the transmission of the document is otherwise verified to the Company in the way specified in the notice of meeting.

(k) The Company is entitled to clarify with a member any instruction on an appointment of proxy or attorney which is received by the Company within a period referred to in rule 7.11(j)(i) or 7.11(j)(ii) as applicable by written or verbal communication. The Company, at its discretion, is entitled to amend the contents of any appointment of proxy or attorney to reflect any clarification in instruction and the member at that time is taken to have appointed the Company as its attorney for this purpose.

(l) Where an instrument appointing a proxy or attorney has been received by the Company within the period specified in rule 7.11(j)(i) and the Company considers that the instrument has not been duly executed, the Company, in its discretion, may:

(i) return the instrument appointing the proxy or attorney to the appointing member; and

(ii) request that the member duly execute the appointment and return it to the Company within the period determined by the Company under rule 7.11(j)(ii) and notified to the member.



(m) An instrument appointing a proxy or attorney which is received by the Company in accordance with rule 7.11(l) is taken to have been validly received by the Company.

(n) The appointment of a proxy or attorney is not revoked by the appointor attending and taking part in the general meeting, but if the appointor votes on a resolution, the proxy or attorney is not entitled to vote, and must not vote, as the appointor's proxy or attorney on the resolution.

(o) Where a member appoints 2 proxies or attorneys to vote at the same general meeting:

(i) if the appointment does not specify the proportion or number of the member's votes each proxy or attorney may exercise, each proxy or attorney may exercise half the member's votes;

(ii) on a show of hands, neither proxy or attorney may vote if more than 1 proxy or attorney attends; and

(iii) on a poll, each proxy or attorney may only exercise votes in respect of those shares or voting rights the proxy or attorney represents.

(p) Unless written notice of the matter has been received at the Company's registered office (or at another place specified for lodging an appointment of a proxy or attorney for the meeting) at least 48 hours (or, in the case of an adjournment or postponement of a meeting, any lesser time that the directors or the chairperson of the meeting decide) before the time for holding a meeting, adjourned meeting or poll, a vote cast by a proxy or attorney is valid even if, before the vote is cast:

(i) a Transmission Event occurs in relation to the member;

(ii) the member revokes the appointment of the proxy or attorney or revokes the authority under which a third party appointed the proxy or attorney; or

(iii) the member has issued a clarifying instruction under rule 7.11(k).

(q) Where authority is given to a proxy, attorney or Representative concerning a meeting to be held on or before a specified date or at a specified place and that meeting is postponed to a later date or the meeting place is changed, the authority is taken to include authority to act at the rescheduled meeting unless the member granting the authority gives the Company notice to the contrary under rule 7.11(j).

(r) The chairperson of a meeting may:

(i) permit a person claiming to be a Representative to exercise the powers of a Representative, even if the person is unable to establish to the chairperson's satisfaction that he or she has been validly appointed; or

(ii) permit the person to exercise those powers on the condition that, if required by the Company, he or she produce evidence of the appointment within the time set by the chairperson.



(s) The chairperson of a meeting may require a person acting as a proxy, attorney or Representative to establish to the chairperson's satisfaction that the person is the person duly appointed to act. If the person fails to satisfy the requirement, the chairperson may exclude the person from attending or voting at the meeting.

(t) The chairperson may delegate his or her powers under rules 7.11(r) and 7.11(s) to any person.

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8. Directors

8.1 Composition of board of directors

(a) The Company must have:

(i) a minimum of 3 directors (not counting alternate directors), at least 2 of whom must ordinarily reside in Australia; and

(ii) subject to rule 8.1(b), a maximum of 6 directors.

(b) The directors may determine a lower maximum number of directors than the maximum number specified in rule 8.1(a)(ii) provided that:

(i) a resolution approving the proposed lower maximum number of directors has been passed by a general meeting of the Company, if and as required by the Corporations Act; and

(ii) the lower maximum number is not less than the number of directors in office at the time the determination takes effect.

8.2 Eligibility to be appointed as a director

Despite any other rule of this constitution, an individual may only be appointed as a director if that individual is:

(a) at least 18 years old;

(b) not disqualified from managing corporations under the Act (or, if the individual is disqualified, the appointment is made with permission granted by the Australian Securities and Investments Commission, or with leave granted by the Court, under the Act);

(c) not a partner, employer or employee of an auditor of the Company; and

(d) otherwise eligible to hold office as a director under applicable law.

8.3 Appointment of directors

(a) Subject to rules 8.1, 8.2 and 8.5(f), the Company may appoint an individual to be a director by resolution passed at an AGM, either as an addition to the existing directors or to fill a casual vacancy.

(b) Subject to rules 8.1 and 8.2, the directors may appoint an individual to be a director, either as an addition to the existing directors or to fill a casual vacancy.



8.4 When a director appointment is effective

The appointment of an individual as a director is effective on the latest of:

(a) the date on which the individual gives the Company a signed consent to act as a director;

(b) the date on which the resolution to appoint the individual as a director is passed; and

(c) the date specified as the date of appointment in the resolution to appoint the individual as a director.

8.5 Retirement and re-election of directors

(a) Subject to rule 8.5(b):

(i) a director who is appointed by the directors under rule 8.3(b) holds office until the conclusion of the next AGM following his or her appointment; and

(ii) a director must not hold office without re-election beyond the third AGM following the meeting at which the director was last elected or re-elected.

(b) Rule 8.5(a) does not apply to:

(i) if there is only one managing director, the managing director; or

(ii) if there is more than one managing director, the first appointed managing director.

(c) To the extent that:

(i) the Listing Rules require an election of directors to be held; and

(ii) no director would otherwise be required (by rule 8.5(a)) to submit for election or re-election,

the director to retire is:

(iii) if any director wishes to retire and offer himself or herself for re-election, that director; or

(iv) if no director wishes to retire and offer himself or herself for re-election, the director who has been longest in office since their last election or appointment (excluding the managing director, or if there is more than one managing director, excluding the first appointed managing). As between directors who were last elected or appointed on the same day, the director to retire must be decided by lot (unless they can agree among themselves).

(d) Which directors are to retire under rule 8.5(a) or 8.5(c) must be decided having regard to the composition of the board of directors as at the date of the notice calling the AGM. A director is not required to retire, and is not relieved



from retiring, because of a change in the number or identity of the directors after the date of the notice but before the meeting closes.

(e) Each of:

(i) the retirement of a director from office under this constitution; and

(ii) the re-election of the director, or the election of another person, to that office,

(as the case may be) takes effect at the conclusion of the meeting at which the retirement and re-election or election occur.

(f) A person is eligible for election to the office of a director at an AGM only if:

(i) that person is in office as a director immediately before that AGM and the directors have recommended that person's election to members;

(ii) that person has been nominated by the directors for election at that AGM; or

(iii) not less than the number of members specified in the Act as being required to give notice of a resolution at a general meeting of the Company have given to the Company:

(A) a notice signed by the members stating their intention to nominate the person for election; and

(B) a notice signed by the person so nominated stating his or her consent to the nomination,

(C) (in each case) not less than 35 Business Days but no more than 90 Business Days before that AGM.

8.6 Vacating office

In addition to the circumstances prescribed by the Act, this constitution or the terms of a director's appointment, the office of a director becomes vacant if the director:

(a) becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under the law relating to mental health;

(b) becomes bankrupt or insolvent or makes any arrangement or composition with his or her creditors generally;

(c) is convicted on indictment of an offence and the directors do not within 1 month after that conviction resolve to confirm the director's appointment or election (as the case may be) to the office of director;

(d) fails to attend meetings of the directors for more than 3 consecutive months without leave of absence from the directors and a majority of the other directors have not, within 14 days after having been given a notice by the secretary giving details of the absence, resolved that leave of absence be granted / have resolved that his or her office be vacated; or

(e) resigns by written notice to the Company.



8.7 Remuneration

(a) Each director is entitled to such remuneration from the Company for his or her services as a director as the directors decide but the total amount provided to all non-executive directors for their services as directors must not exceed in aggregate in any financial year an amount fixed by the Company in general meeting.

(b) When calculating a non-executive director's remuneration for the purposes of rule 8.7(a), any amount paid by the Company or a related body corporate of the Company:

(i) to a superannuation, retirement or pension fund for a director is to be included;

(ii) as fees for acting as a director of the Company or any child entity (including attending and participating in any board committee meetings where the directors have not made a determination under rule 8.20(c)) is to be included;

(iii) as securities, issued with the approval of members under the Listing Rules, are to be excluded; and

(iv) for any insurance premium paid or agreed to be paid for a director under rule 10.4 is to be excluded.

(c) Remuneration under rule 8.7(a):

(i) may be provided in such manner that the directors decide, including by way of non-cash benefit or a contribution to a superannuation fund; and

(ii) is taken to accrue from day to day.

(d) The remuneration of a director (who is not a managing director or an executive director) must not include a commission on, or a percentage of, profits or operating revenue.

(e) The directors are entitled to be paid all reasonable travelling and other expenses they incur in attending to the Company's affairs, including attending and returning from:

(i) general meetings of the Company;

(ii) meetings of the directors; and

(iii) meetings of committees of the directors,

and such amounts do not form part of the directors' remuneration under rule 8.7(a).

(f) If a director with the concurrence of the directors:

(i) performs extra services;

(ii) makes any special exertions for the benefit of the Company; or



(iii) otherwise performs any services which, in the opinion of the directors, are outside the scope of the ordinary duties of a non-executive director,

the directors may cause that director to be paid out of the funds of the Company such special and additional remuneration as the directors decide is appropriate having regard to the value to the Company of the extra services or special exertions. Any amount paid will not form part of the aggregate remuneration permitted under rule 8.7(a).

(g) If a director is also:

(i) an officer (other than a director); or

(ii) an executive,

of the Company or of a related body corporate of the Company, any remuneration that director may receive for acting as that officer or executive may be either in addition to, or instead of, that director's remuneration under rule 8.7(a).

(h) The directors may, at any time after a director dies or ceases to hold office as a director for any other reason:

(i) pay or provide to the director or a legal personal representative, spouse, relative or dependant of the director, in addition to the remuneration of that director under rule 8.7(a), a pension or benefit for past services rendered by that director; and

(ii) cause the Company to enter into a contract with the director or a legal personal representative, spouse, relative or dependant of the director to give effect to such a payment or provide for such a benefit.

(i) Subject to the Act, the directors may determine that a director is to be paid a retirement benefit.

(j) The directors may:

(i) establish or support, or assist in the establishment or support, of funds and trusts to provide pension, retirement, superannuation or similar payments or benefits to or in respect of the directors or former directors; and

(ii) grant pensions and allowances to those persons or their dependants either by periodic payment or a lump sum.

8.8 Director need not be a member

(a) A director is not required to hold any shares in the Company to qualify for appointment.

(b) A director is entitled to attend and speak at general meetings and at meetings of the holders of a class of shares, even if he or she is not a member or a holder of shares in the relevant class.



8.9 Directors may contract with the Company and hold other offices

(a) The directors may make regulations requiring the disclosure of interests that a director, and any person deemed by the directors to be related to or associated with the director, may have in any matter concerning the Company or a related body corporate of the Company. Any regulations made under this constitution bind all directors.

(b) No act, transaction, agreement, instrument, resolution or other thing is invalid or voidable only because a person fails to comply with any regulation made under rule 8.9(a).

(c) A director is not disqualified from contracting or entering into an arrangement with the Company as vendor, purchaser or in another capacity, merely because the director holds office as a director or because of the fiduciary obligations arising from that office.

(d) A contract or arrangement entered into by or on behalf of the Company in which a director is in any way interested is not invalid or voidable merely because the director holds office as a director or because of the fiduciary obligations arising from that office.

(e) A director who is interested in any arrangement involving the Company is not liable to account to the Company for any profit realised under the arrangement merely because the director holds office as a director or because of the fiduciary obligations arising from that office, provided that the director complies with the disclosure requirements applicable to the director under rule 8.9(a) and under the Act regarding that interest.

(f) A director may hold any other office or position (except auditor) in the Company or any related body corporate of the Company in conjunction with his or her directorship and may be appointed to that office or position on terms (including remuneration and tenure) the directors decide.

(g) A director may be or become a director or other officer of, or interested in, any related body corporate of the Company or any other body corporate associated with the Company, and, with the consent of the directors of the Company, need not account to the Company for any remuneration or other benefits the director receives as a director or officer of, or from having an interest in, that body corporate.

(h) A director who has an interest in a matter that is being considered at a meeting of directors may, despite that interest, vote, be present and be counted in a quorum at the meeting, unless that is prohibited by the Act. No act, transaction, agreement, instrument, resolution or other thing is invalid or voidable only because a director fails to comply with that prohibition.

(i) The directors may exercise the voting rights given by shares in any corporation held or owned by the Company in any way the directors decide. This includes voting for any resolution appointing a director as a director or other officer of that corporation or voting for the payment of remuneration to the directors or other officers of that corporation. A director may, if the law permits, vote for the exercise of those voting rights even though he or she is,



or may be about to be appointed, a director or other officer of that other corporation and, in that capacity, may be interested in the exercise of those voting rights.

(j) A director who is interested in any contract or arrangement may, despite that interest, participate in the Company's execution of, or witness the fixing of the Seal to, any document evidencing or otherwise connected with that contract or arrangement.

8.10 Powers and duties of directors

(a) The directors are responsible for managing the business and affairs of the Company and, in addition to the powers and authorities conferred on the directors and the Company under this constitution, the directors may exercise all powers and do all things that are within the Company's power and are not expressly required by the Act or this constitution to be exercised by the Company in a general meeting.

(b) The directors may exercise all the powers of the Company:

(i) to borrow or raise money in any other way;

(ii) to charge any of the Company's property or business or any of its uncalled capital; and

(iii) to issue debentures or give any security for a debt, liability or obligation of the Company or of any other person.

(c) Debentures or other securities may be issued on the terms and at prices decided by the directors, including bearing interest or not, with rights to subscribe for, or exchange into, shares or other securities in the Company or a related body corporate or with special privileges as to redemption, participating in share issues, attending and voting at general meetings and appointing directors.

(d) The directors may decide how cheques, promissory notes, banker's drafts, bills of exchange or other negotiable instruments must be signed, drawn, accepted, endorsed or otherwise executed, as applicable, by or on behalf of the Company.

(e) The directors may:

(i) appoint or employ any person as an officer, agent or attorney of the Company for the purposes, with the powers, discretions and duties (including powers, discretions and duties vested in or exercisable by the directors), for any period and on any other conditions they decide;

(ii) authorise an officer, agent or attorney to delegate any of the powers, discretions and duties vested in the officer, agent or attorney; and

(iii) remove or dismiss any officer, agent or attorney of the Company at any time, with or without cause.



(f) A power of attorney may contain any provisions for the protection and convenience of the attorney or persons dealing with the attorney that the directors decide.

(g) Nothing in rules 8.10(b) to 8.10(f) limits the general nature of rule 8.10(a).

8.11 Proceedings of directors

(a) The directors may meet together to attend to business, and adjourn and otherwise regulate their meetings, as they decide.

(b) The contemporaneous linking together by telephone or other electronic means of a sufficient number of directors to constitute a quorum, constitutes a meeting of the directors. All the provisions in this constitution relating to meetings of the directors apply, as far as they can and with any necessary changes, to meetings of the directors by telephone or other electronic means.

(c) A meeting by telephone or other electronic means is to be taken to be held at the place where the chairperson of the meeting is or at such other place the chairperson of the meeting decides on, as long as at least one of the directors involved was at that place for the duration of the meeting.

(d) A director taking part in a meeting by telephone or other electronic means is to be taken to:

(i) be present in person at the meeting; and

(ii) unless the director has expressly stated otherwise, have consented to the holding of the meeting by telephone or other electronic means (as applicable).

(e) If, before or during the meeting, any technical difficulty occurs where 1 or more directors cease to participate, the chairperson may:

(i) adjourn the meeting until the difficulty is remedied; or

(ii) where a quorum of directors remains present, continue with the meeting.

8.12 Calling meetings of directors

(a) A director may, whenever the director thinks fit, call a meeting of the directors.

(b) A secretary must, if requested by a director, call a meeting of the directors.

8.13 Notice of meetings of directors

(a) Notice of a meeting of directors must be given to each person who, at the time the notice is given, is:

(i) a director, except a director on leave of absence approved by the directors; or

(ii) an alternate director appointed under rule 8.18 by a director who is on leave of absence approved by the directors.



(b) A notice of a meeting of directors:

(i) must specify the time, date and place of the meeting;

(ii) need not state the nature of the business to be transacted at the meeting;

(iii) may, if necessary, be given immediately before the meeting; and

(iv) may be given in person or by post, telephone, fax, email or other electronic means.

(c) A director or alternate director may waive notice of a meeting of directors by giving notice to that effect in person or by post, telephone, fax, email or other electronic means.

(d) Failure to give a director or alternate director notice of a meeting of directors, or non-receipt by a director or alternate director of such a notice, does not invalidate anything done or any resolution passed at the meeting if:

(i) the failure or non-receipt occurred by accident or inadvertent error; or

(ii) the director or alternate director attended the meeting, or waived notice of the meeting (whether before or after the meeting) under rule 8.13(c).

(e) A person who attends a meeting of directors waives any objection that person may have to a failure to give notice of the meeting.

8.14 Quorum at meetings of directors

(a) No business may be transacted at a meeting of directors unless a quorum of directors is present at the time the business is dealt with.

(b) Unless the directors decide differently, 2 directors constitute a quorum.

(c) If there is a vacancy in the office of a director, the remaining directors may act. However, if the number of remaining directors is not sufficient to constitute a quorum, the remaining directors may act only:

(i) in an emergency;

(ii) to increase the number of directors to a number sufficient to constitute a quorum; or

(iii) to call a general meeting of the Company.

8.15 Chairperson and deputy chairperson of directors

(a) The directors must elect a director to the office of chairperson of directors and may elect one or more directors to the office of deputy chairperson of directors. The directors may decide the period for which those offices will be held.



(b) The chairperson of directors is entitled (if present within 10 minutes after the time appointed for the meeting and willing to act) to preside as chairperson at a meeting of directors.

(c) If at a meeting of directors:

(i) there is no chairperson of directors;

(ii) the chairperson of directors is not present within 10 minutes after the time appointed for the holding of the meeting; or

(iii) the chairperson of directors is present within that time but is not willing or declines to act as chairperson of the meeting,

the deputy chairperson if any, if then present and willing to act, is entitled to be chairperson of the meeting or if the deputy chairperson is not present or is unwilling or declines to act as chairperson of the meeting, the directors present must elect one of themselves to chair the meeting.

(d) The chairperson or deputy chairperson, if any, may be removed from that office by a resolution of the directors of which not less than 14 days' notice has been given to all the directors.

8.16 Decisions of directors

(a) The directors, at a meeting of directors at which a quorum is present, may exercise any authorities, powers and discretions vested in or exercisable by the directors under this constitution or the Act.

(b) Questions arising at a meeting of directors must be decided by a majority of votes cast by the directors present and entitled to vote on the matter.

(c) If the votes for and against a proposed resolution are equal, the chairperson of the meeting has a casting vote, in addition to his or her vote in his or her capacity as a director.

8.17 Written resolutions

(a) If:

(i) all of the directors (other than any director on leave of absence approved by the directors, any director who disqualifies himself or herself from considering the resolution in question, and any director who would be prohibited by the Act from voting on the resolution in question) sign or consent to a written resolution; and

(ii) the directors who sign or consent to the resolution would have constituted a quorum at a meeting of directors held to consider that resolution,

then the resolution is taken to have been passed by a meeting of the directors when the last director signs or consents to the resolution.

(b) A director may consent to a resolution by:



(i) signing the document containing the resolution (or a copy of that document);

(ii) giving to the Company at its registered office a written notice (including by fax, email or other electronic means) addressed to the secretary or to the chairperson of directors signifying assent to the resolution and either setting out its terms or otherwise clearly identifying them; or

(iii) telephoning the secretary or the chairperson of directors and signifying assent to the resolution and clearly identifying its terms.

8.18 Alternate directors

(a) A director may, with the approval of a majority of the other directors, appoint an individual to be the director's alternate director for such period as the director decides.

(b) An alternate director may, but need not, be a member or a director of the Company.

(c) One individual may act as alternate director to more than 1 director.

(d) In the absence of the appointor, subject to the terms of the alternate director's appointment, an alternate director:

(i) may exercise any powers (except the power to appoint an alternate director) that the appointor may exercise;

(ii) is entitled, if the appointor does not attend a meeting of directors, to attend and vote in place of and on behalf of the appointor; and

(iii) is entitled to a separate vote for each director the alternate director represents in addition to any vote the alternate director may have as a director in his or her own right.

(e) An alternate director, when acting as a director, is responsible to the Company for his or her own acts and defaults and is not to be taken to be the agent of the director by whom he or she was appointed.

(f) The office of an alternate director is vacated if and when the appointor vacates office as a director.

(g) The appointment of an alternate director may be terminated or suspended at any time by the appointor or by a majority of the other directors.

(h) An appointment, or the termination or suspension of an appointment, of an alternate director:

(i) must be in writing and signed by the appointor; and

(ii) takes effect only when the Company has received notice in writing of the appointment, termination or suspension.

(i) An alternate director is not to be taken into account in determining:

(i) the minimum or maximum number of directors allowed; or



(ii) the rotation of directors,

under this constitution.

(j) In determining whether a quorum is present at a meeting of directors, an alternate director who attends the meeting is to be counted as a director for each director on whose behalf the alternate director is attending the meeting.

(k) An alternate director is not entitled to receive any remuneration as a director from the Company otherwise than out of the remuneration of the director appointing the alternate director, but is entitled to travelling, hotel and other expenses reasonably incurred for the purpose of attending any meeting of directors at which the appointor is not present.

8.19 Committees of directors

(a) The directors may delegate any of their powers to a committee of directors.

(b) A committee to which any powers have been so delegated must exercise the powers delegated in accordance with any directions of the directors.

(c) The provisions of this constitution applying to meetings and resolutions of directors apply, so far as they can and with any necessary changes, to meetings and resolutions of a committee of directors, except to the extent they are contrary to any direction given under rule 8.19(b).

8.20 Delegation to a director or other person

(a) The directors may delegate any of their powers to a director or any other person or persons.

(b) A director or other person to whom any powers have been so delegated must exercise the powers delegated in accordance with any directions of the directors.

(c) The acceptance of a delegation of powers by a director may, if the directors so resolve, be treated as an extra service or special exertion performed by the delegate for the purposes of rule 8.7(f).

8.21 Validity of acts

An act done by a meeting of directors, a committee of directors or a person acting as a director is not invalidated by:

(a) a defect in the appointment of a person as a director or a member of a committee; or

(b) a person so appointed being disqualified or not being entitled to vote,

if that circumstance was not known by the directors, committee or person when the act was done.



9. Executive officers

9.1 Managing director and executive directors

(a) The directors may appoint one or more of the directors to the office of managing director or other executive director.

(b) Unless the directors decide differently, a managing director's or other executive director's employment automatically terminates if the managing director or other executive director ceases to be a director.

(c) A managing director or other executive director may be referred to by any title the directors decide on.

9.2 Secretaries

(a) The directors must appoint at least 1 secretary who ordinarily resides in Australia, and may appoint additional secretaries.

(b) The directors may appoint one or more assistant secretaries.

9.3 Provisions applicable to all executive officers

(a) A reference in this rule 9.3 to an executive officer is a reference to a managing director, deputy managing director, executive director, secretary or assistant secretary appointed under this rule 9.

(b) The appointment of an executive officer may be for the period, at the remuneration and on the conditions the directors decide.

(c) The remuneration payable by the Company to an executive officer must not include a commission on, or percentage of, operating revenue.

(d) Without limiting the directors' other powers of delegation in this constitution or at law, the directors may:

(i) delegate to or give an executive officer any of their powers, discretions and duties, as the directors decide;

(ii) withdraw, suspend or vary any of the powers, discretions and duties given to an executive officer; and

(iii) authorise the executive officer to delegate any of the powers, discretions and duties given to the executive officer.

(e) Unless the directors decide differently, the office of a director who is employed by the Company or by a subsidiary of the Company automatically becomes vacant if the director ceases to be so employed.

(f) An act done by a person acting as an executive officer is not invalidated by:

(i) a defect in the person's appointment as an executive officer;

(ii) the person being disqualified to be an executive officer; or

(iii) the person having vacated office,



if the person did not know that circumstance when the act was done.

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10. Indemnity and insurance

10.1 Persons to whom rules apply

Rules 10.2 to 10.4 apply:

(a) to each person who is, or has been, a director, alternate director or executive officer (within the meaning of rule 9.3(a)) of the Company; and

(b) to such other officers or former officers of the Company or of its related bodies corporate as the directors in each case determine,

(each an Officer for the purposes of this rule).

10.2 Indemnity

The Company must indemnify each Officer on a full indemnity basis and to the full extent permitted by law against all losses, liabilities, costs, charges and expenses (Liabilities) incurred by the Officer as an officer of the Company or of a related body corporate of the Company.

10.3 Extent of indemnity

The indemnity in rule 10.2:

(a) is enforceable without the Officer having to first incur any expense or make any payment;

(b) is a continuing obligation and is enforceable by the Officer even though the Officer may have ceased to be an officer of the Company or its related bodies corporate; and

(c) applies to Liabilities incurred both before and after the adoption of this constitution.

10.4 Insurance

The Company may, to the extent permitted by law:

(a) purchase and maintain insurance; or

(b) pay or agree to pay a premium for insurance,

for each Officer against any Liability incurred by the Officer as an officer of the Company or of a related body corporate of the Company, including a Liability for:

(c) negligence; or

(d) reasonable costs and expenses incurred in defending proceedings, whether civil or criminal, and whatever their outcome.

10.5 Savings

Nothing in rules 10.2 to 10.4:



(a) affects any other right or remedy that a person to whom those rules apply may have in respect of any Liability referred to in those rules;

(b) limits the capacity of the Company to indemnify or provide or pay for insurance for any person to whom those rules do not apply; or

(c) limits or diminishes the terms of any indemnity conferred, or agreement to indemnify entered into, prior to the adoption of this constitution.

10.6 Deed

The Company may enter into a deed with any Officer to give effect to the rights conferred by this rule 10 or the exercise of a discretion under this rule 10 on such terms as the directors think fit, provided that those terms are not inconsistent with this rule 10.

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11. Winding up

11.1 Distributing surplus

Subject to this constitution and the rights or restrictions attached to any shares or class of shares:

(a) if the Company is wound up and the property of the Company available for distribution among the members is more than sufficient to pay:

(i) all the debts and liabilities of the Company; and

(ii) the costs, charges and expenses of the winding up,

the excess must be divided among the members in proportion to the number of shares held by them, irrespective of the amounts paid or credited as paid on the shares;

(b) for the purpose of calculating the excess referred to in rule 11.1(a), any amount unpaid on a share is to be treated as property of the Company;

(c) the amount of the excess that would otherwise be distributed to the holder of a partly paid share under rule 11.1(a) must be reduced by the amount unpaid on that share at the date of the distribution; and

(d) if the effect of the reduction under rule 11.1(c) would be to reduce the distribution to the holder of a partly paid share to a negative amount, the holder must contribute that amount to the Company.

11.2 Dividing property

(a) If the Company is wound up, the liquidator may, with the sanction of a special resolution:

(i) divide among the members the whole or any part of the Company's property; and

(ii) decide how the division is to be carried out as between the members or different classes of members.



(b) A division under rule 11.2(a) need not accord with the legal rights of the members and, in particular, any class may be given preferential or special rights or may be excluded altogether or in part.

(c) Where a division under rule 11.2(a) does not accord with the legal rights of the members, a member is entitled to dissent and to exercise the same rights as if the special resolution sanctioning that division were a special resolution passed under section 507 of the Act.

(d) If any of the property to be divided under rule 11.2(a) includes securities with a liability to calls, any person entitled under the division to any of the securities may, within 10 days after the passing of the special resolution referred to in rule 11.2(a), by written notice direct the liquidator to sell the person's proportion of the securities and account for the net proceeds. The liquidator must, if practicable, act accordingly.

(e) Nothing in this rule 11.2 takes away from or affects any right to exercise any statutory or other power which would have existed if this rule were omitted.

(f) Rule 4.3 applies, so far as it can and with any necessary changes, to a division by a liquidator under rule 11.2(a) as if references in rule 4.3 to:

(i) the directors were references to the liquidator; and

(ii) a distribution or capitalisation were references to the division under rule 11.2(a).

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12. Inspection of and access to records

(a) A person who is not a director does not have the right to inspect any of the board papers, books, records or documents of the Company, except:

(i) as expressly provided by law or this constitution;

(ii) as authorised by the directors; or

(iii) by resolution of the members.

(b) The Company may enter into contracts with its directors or former directors agreeing to provide continuing access for a specified period after the director ceases to be a director to board papers, books, records and documents of the Company which relate to the period during which the director or former director was a director on such terms and conditions as the directors think fit and which are not inconsistent with this rule 12.

(c) The Company may procure that its subsidiaries provide similar access to board papers, books, records or documents as that set out in rules 12(a) and 12(b).

(d) This rule 12 does not limit any right the directors or former directors otherwise have.



13. Seals and execution of documents

13.1 Manner of execution of documents

Without limiting the ways in which the Company can execute documents under the Act, the Company may, subject to this constitution, execute a document if the document is signed by:

(a) two directors; or

(b) a director and a secretary; or

(c) any other person or persons authorised by the directors for that purpose.

13.2 Common seal

The Company may have a common seal. If the Company has a common seal, rules 13.3 to 13.7 apply.

13.3 Safe custody of Seal

The directors must provide for the safe custody of the Seal.

13.4 Using the Seal

Subject to rule 13.7 and unless a different procedure is decided by the directors, if the Company has a common seal, any document to which it is affixed must be signed by:

(a) 2 directors;

(b) a director and a secretary; or

(c) a director and another person appointed by the directors to countersign that document or a class of documents in which that document is included.

13.5 Seal register

(a) The Company may keep a Seal register and, on affixing the Seal to any document (other than a certificate for securities of the Company), may enter in the register particulars of the document, including a short description of the document.

(b) The register, or any details from it that the directors require, may be produced at meetings of directors for noting the use of the Seal since the previous meeting of directors.

(c) Failure to comply with rule 13.5(a) or 13.5(b) does not invalidate any document to which the Seal is properly affixed.

13.6 Duplicate seals and certificate seals

(a) The Company may have one or more duplicate seals for use in place of its common seal outside the state or territory where its common seal is kept. Each duplicate seal must be a facsimile of the common seal of the Company with the addition on its face of the words "duplicate seal" and the name of the place where it is to be used.



(b) A document sealed with a duplicate seal, or a certificate seal as provided in rule 13.7, is to be taken to have been sealed with the common seal of the Company.

13.7 Sealing and signing certificates

The directors may decide either generally or in a particular case that the Seal and the signature of any director, secretary or other person is to be printed on or affixed to any certificates for securities in the Company by some mechanical, electronic or other means.

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14. Notices

14.1 Notices by the Company to members

(a) Without limiting any other way in which notice may be given to a member under this constitution, the Act or the Listing Rules, the Company may give a notice to a member by:

(i) delivering it personally to the member;

(ii) sending it by prepaid post to the member's address in the register of members or any other address the member supplies to the Company for giving notices; or

(iii) sending it by fax, email or other electronic means (including providing an internet link to any document or attachment) to the fax number or electronic address the member has supplied to the Company for giving notices.

(b) The Company may give a notice to the joint holders of a share by giving the notice in the way authorised by rule 14.1(a) to the joint holder who is named first in the register of members for the share.

(c) The Company may give a notice to a person entitled to a share as a result of a Transmission Event by delivering it or sending it in the manner authorised by rule 14.1(a) addressed to the name or title of the person, to:

(i) the address, fax number or electronic address that person has supplied to the Company for giving notices to that person; or

(ii) if that person has not supplied an address, fax number or electronic address, to the address, fax number or electronic address to which the notice might have been sent if that Transmission Event had not occurred.

(d) A notice given to a member under rule 14.1(a) or 14.1(b) is, even if a Transmission Event has occurred and whether or not the Company has notice of that occurrence:

(i) duly given for any shares registered in that person's name, whether solely or jointly with another person; and



(ii) sufficiently served on any person entitled to the shares because of the Transmission Event.

(e) A notice given to a person who is entitled to a share because of a Transmission Event is sufficiently served on the member in whose name the share is registered.

(f) A person who, because of a transfer of shares, becomes entitled to any shares registered in the name of a member, is taken to have received every notice which, before that person's name and address is entered in the register of members for those shares, is given to the member complying with this rule 14.1.

(g) A signature to any notice given by the Company to a member under this rule 14.1 may be printed or affixed by some mechanical, electronic or other means.

(h) Where a member does not have a registered address, or where the Company believes that member is not known at the member's registered address, all notices are taken to be:

(i) given to the member if the notice is exhibited in the Company's registered office for a period of 48 hours; and

(ii) served on the member at the commencement of that period,

unless and until the member informs the Company of the member's address.

14.2 Notices by the Company to directors

Without limiting any other way in which notice may be given to a director or alternate director under this constitution, the Act or the Listing Rules, the Company may give a notice to a director or alternate director by:

(a) delivering it personally to him or her;

(b) sending it by prepaid post to his or her usual residential or business address, or any other address he or she has supplied to the Company for giving notices; or

(c) sending it by fax, email or other electronic means to the fax number or electronic address he or she has supplied to the Company for giving notices.

14.3 Notices by directors to the Company

A director or alternate director may give a notice to the Company by:

(a) delivering it to the Company's registered office;

(b) sending it by prepaid post to the Company's registered office; or

(c) sending it by fax, email or other electronic means to the principal fax number or electronic address at the Company's registered office.



14.4 Time of service

(a) A notice from the Company properly addressed and posted is taken to be served at 10.00am (Brisbane time) on the day after the date it is posted.

(b) A certificate signed by a secretary or officer of the Company to the effect that a notice was duly posted under this constitution is conclusive evidence of that fact.

(c) Where the Company sends a notice by fax, the notice is taken as served at the time the fax is sent if the correct fax number appears on the facsimile transmission report produced by the sender's fax machine.

(d) Where the Company sends a notice by email or other electronic transmission, the notice is taken as served at the time the email or other electronic transmission is sent, unless the Company receives an automated message that the delivery of the email or other electronic transmission has failed.

(e) Where the Company gives a notice to a member by any other means permitted by the Act relating to the giving of notices and electronic means of access to them, the notice is taken as given at 10.00am (Brisbane time) on the day after the date on which the member is notified that the notice is available.

(f) Where a given number of days' notice or notice extending over any other period must be given, the day of service is not to be counted in the number of days or other period.

14.5 Other communications and documents

Rules 14.1 to 14.4 (inclusive) apply, so far as they can and with any necessary changes, to serving any communication or document.

14.6 Written notices

A reference in this constitution to a written notice includes a notice given by fax, email or other electronic means. A signature to a written notice need not be handwritten.

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15. General

15.1 Submission to jurisdiction

Each member submits to the non-exclusive jurisdiction of:

(a) the Supreme Court of the state or territory in which the Company is taken to be registered for the purposes of the Act;

(b) the Federal Court of Australia; and

(c) the courts which may hear appeals from those courts.

15.2 Prohibition and enforceability

(a) Any provision of, or the application of any provision of, this constitution which is prohibited in any place is, in that place, ineffective only to the extent of that prohibition.



(b) Any provision of, or the application of any provision of, this constitution which is void, illegal or unenforceable in any place does not affect the validity, legality or enforceability of that provision in any other place or of the remaining provisions in that or any other place.