



Constitution

OUR COW PTY LTD ACN 634 889 517



AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Constitution, unless the context requires otherwise:

Accepting Shareholders	has the meaning given to that term in clause 15.2.
Accounting Standards	means generally accepted accounting principles and practices.
Affiliate	a. in relation to a Shareholder means: i. an entity that Controls or is Controlled by the Shareholder; ii. a Related Body Corporate of the Shareholder or a company in which the Shareholder beneficially owns 50% or more of the shares; iii. a trust (whether a unit trust, investment trust, or other form of trust) of which the Shareholder is the beneficiary and from which the Shareholder has received 50% or more of the distributions made from that trust in the last three years before the date of the proposed event or transaction being considered; iv. a limited partnership whose general partner is a Related Body Corporate of, or Controls or is Controlled by, the Shareholder; v. a general partnership all of whose general partners are Related Bodies Corporate of, or Control or are Controlled by, the Shareholder; vi. a trust (whether a unit trust, investment trust, or other form of trust) of which a Related Body Corporate of, or an entity that Controls or is Controlled by, the Shareholder is the responsible entity, trustee, manager, or investment adviser of the trust; b. where the Shareholder is a limited partnership, general partnership, or a trust, any custodian of all or any of the assets of that limited partnership, general partnership, or trust; c. where the Shareholder or the relevant person is an individual, the spouse, former spouse, mother, father, brother, sister, or child over the age of 18 of the Shareholder; or d. where the Shareholder is a trust, a person, or entity that Controls or is Controlled by the trust or any trust for the benefit of the members of the person's family.
Affiliate Shareholder	means, in respect of each Founder, an Affiliate of the Founder who is the legal holder of the Founder's Shares.
Associate	a. in the context of a Body Corporate includes: i. a director, secretary, and shareholder of the body corporate; ii. a body corporate that is a Related Body Corporate; iii. a director, secretary, and shareholder of that Related Body Corporate; iv. the trustee of any trust under which the persons described in clauses (a) and (b) or any of them, may benefit;



	v. any person who is a related party for the purposes of section 228 Corporations Act; and vi. in the particular matter to which the associate reference relates, any person or persons with whom the Body Corporate: A. is acting or proposes to act in concert; or B. is or proposes to become associated, whether formally or informally. b. in the context of a natural person includes: i. the spouse, brother, sister, lineal ancestor, and lineal descendant of the natural person; ii. the trustee of any trust under which the persons described in clause (a) or any of them may benefit; iii. in the particular matter to which the reference relates, any other person or persons with whom the natural person: A. is acting or proposes to act in concert; or B. is or proposes to become associated, C. whether formally or informally; and D. an entity controlled by the persons referred to in clauses(a) or (b)above.
ASIC	means Australian and Securities and Investments Committee.
ASX	means ASX Limited ACN 98 008 624 691.
Bad Leaver	means a person who ceases to be employed or engaged by the Company, because of: a. resignation other than because of: i. permanent incapacity through ill health or death; ii. with the prior consent of the Board; or iii. because the employee has taken absence from his or her employment or engagement for compassionate or health reasons; or b. termination by the Company with cause, including because he or she has committed: i. fraud; ii. an indictable criminal offence; or iii. a breach of a restrictive covenant.
Bankruptcy Act	means the <i>Bankruptcy Act 1966</i> (Cth).
Board	means the board of directors of the Company.
Body Corporate	has the meaning given to that term in the Corporations Act.
Business	means: a. the business of providing a traceable Australian meat service from local farmers in the livestock industry to service consumers around Australia; b. other business activities ancillary to those mentioned in paragraph (a) above; and c. any other activities the Board decides will be carried on by the Company.
Business Activity	means: a. while the relevant Restrained Party remains a Shareholder, the Business; and b. after the relevant Restrained Party stops being a Shareholder, the business carried on by the Company at the date the relevant Restrained Party stops being a Shareholder.



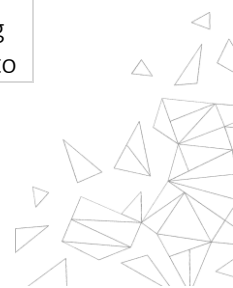
Business Day	means a day (other than a Saturday, Sunday, or public holiday) that banks are open for general banking business on the Gold Coast, Queensland.
Chairman	means the chairman of the Board pursuant to clause 3.1.
Change of Control	means, in relation to a Shareholder, an event where: a. the person who Controls the Shareholder at the date when the Shareholder first became a Shareholder subsequently stops having Control; or b. a person who did not (directly or indirectly) effectively Control the Shareholder at the date when the Shareholder first became a Shareholder, either alone or together with others, acquires effective Control of the Shareholder.
Claim	means any claim, action, proceeding, or demand, however it arises and whether it is present or future, fixed or unascertained, actual, or contingent.
Company	means Our Cow Pty Ltd ACN 634 889 517.
Confidential Information	means the information, forms, specifications, processes, methodologies, statements, formulae, source codes, trade secrets, drawings and data (and copies, notes, reports, and extracts made of or from that information and data) concerning any of the following: a. the operations and dealings of the Business and a Party; b. the organisation, finance, customers, markets, suppliers, plans, opportunities, intellectual property, technology, and know how of the Company and a Shareholder and of a Related Body Corporate of the Company and a Shareholder; c. the operations and transactions of a Shareholder concerning the Business and that Shareholder's Shareholding; and d. the terms, subject matter, and contents of this Constitution.
Constitution	means those Rules for the operation of the Company set forth in this constitution agreement and includes all schedules, annexures, and attachments included, as amended pursuant to its terms.
Control	a. of a company by a person, means: i. the person determines the composition of the board of directors of the company or has the capacity to do so; ii. the board of directors of the company is accustomed to act in accordance with the instructions, directions, or wishes of the person; or iii. the person holds or owns (alone or with its Associates or Related Bodies Corporate): A. the majority of the issued shares of the company; B. the majority of the issued shares of the ultimate holding company of the company; or C. the majority of any securities or other rights granted by the company entitling holders to distributions based on the profits, earnings, or net liquidation proceeds of the company; and b. of a trust by a person, means: i. the person is the sole trustee of the trust; ii. the composition of the board of directors of any trustee company of the trust is determined by the person or the



	person has the capacity to do so; iii. the board of directors of any trustee company of the trust is accustomed to act in accordance with the instructions, directions or wishes of the person; iv. the person holds or owns (alone or with its Associates or Related Bodies Corporate): A. the majority of the issued shares of any trustee company of the trust; B. the majority of the issued shares of the ultimate holding company of any trustee company of the trust; or C. the majority of the units, securities or other rights granted by the trust which entitling holders to distributions from the trust; or v. the person or his Affiliates have received a majority of the distributions from the trust in the preceding two financial years.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Crowd Sourced Funding	has the meaning provided under the Corporations Act.
Criminal Code	means the <i>Criminal Code Act 1899</i> (Qld).
Default Event	has the meaning given to that term in clause 16.1.
Default Securities	has the meaning given to that term in clause 16.2.
Defaulting Party	has the meaning given to that term in clause 16.2.
Directors	means the directors of the Company.
Directors' Special Resolution	means a resolution of the Board passed by a majority of 75%, of the Directors entitled to vote on favour of the resolution.
Discounted Value	means the Market Value discounted by 10%.
Disputant	has the meaning given to that term in clause 23.3.
Dispute Notice	has the meaning given to that term in clause 23.2.
Drag Along Notice	has the meaning given to that term in clause 15.2.
Employee Default Shares	has the meaning given to that term in clause 18.1.
Employee Shareholder	means a Shareholder (other than a Founder) who is employed or engaged by the Company (whether directly or via an Associate) as at the date the Shareholder becomes a Party to this Agreement.
Encumbrance	means: a. a PPS Security Interest; b. any mortgage, charge, pledge or lien, and any security interest or a preferential or adverse interest of any kind; c. a title retention arrangement; d. an easement, restrictive covenant, caveat, or similar restriction over property (except, in the case of land, a covenant noted on the certificate of title to the land concerned); e. an agreement to create any of the items referred to in paragraphs (a) to (b) above or to allow any of those items to exist; or f. a notice under section 255 <i>Tax Act 1936</i>(Cth), subdivision 260 A in schedule 1 <i>Taxation Administration Act 1953</i> (Cth), or any similar legislation.
Engage In	must be given the widest possible interpretation and includes: a. to carry on, participate in, provide finance or services to, or otherwise be directly or indirectly involved in or have an interest in (directly or through any interposed body corporate, trust



	partnership, or entity) whether as a shareholder, unitholder, director, consultant, adviser, contractor, principal, agent, manager, employee, beneficiary, partner, associate, trustee, or financier; and b. management without salary, advising or influencing on a continuing basis whether for direct remuneration or benefit or otherwise, and influencing through any association or arrangement with any person in or over which any interest or influence (absolute or partial) is held.
Equity Securities	means Shares and any preference shares, options, convertible notes, warrants, or other securities convertible into Shares.
Expert	has the meaning given to that term in clause 23.5.
Financial Year	means a period of twelve (12) consecutive calendar months ending on 30 June.
Founders	means the Parties listed in item 1 of Schedule 1.
Initial Period	has the meaning given to that term in clause 23.3.
Interest Rate	means the benchmark interest rate determined by section 109N(2) of the <i>Tax Act 1936</i> (Cth).
Insolvency Event	means any of the following events occurring in relation to a Party: a. if an application is filed for the winding up of the Party (winding up application) and the winding up application is not dismissed or withdrawn within ten (10) Business Days of that application being filed; b. if an order is made for the winding up of the Party; c. if the Party's shareholders or any of its subsidiaries pass a resolution for its winding up; d. if a receiver, receiver and manager, controller (as defined in section 9 Corporations Act), or similar person is appointed to, or the holder of a Security Interest takes (or appoints an agent to take) possession of, any property of the Party; e. if a provisional liquidator is appointed to the Party; f. if: i. the Party is placed into administration (as defined in section 9 Corporations Act) or enters into a deed of company arrangement (as defined in section 9 Corporations Act); or ii. the Party, or any other person takes any step towards placing the Party into administration or towards entering into a deed of company arrangement; g. if the Party: i. advises the other Party that it is financially unable to proceed with or meet any of its obligations under this Agreement; ii. without the written consent of the other Party, suspends payment of its debts; iii. ceases or threatens to cease to carry on all or a material part of its business; iv. is or states that it is unable to pay its debts as and when they fall due and payable; or v. is taken to fail to comply with a statutory demand under section 459F Corporations Act; h. if the Party, without the consent of the other Party: i. begins negotiations with one or more of its creditors seeking a general readjustment or rescheduling of its indebtedness to



	one or more of its creditors; ii. takes any steps toward entering into, or enters into, any compromise or arrangement with one or more of its creditors under part 5.1 Corporations Act; or iii. makes any assignment or enters into any arrangement or composition generally for the benefit of one or more of its creditors; i. if the Party: i. commits an act of bankruptcy under section 40 Bankruptcy Act; or ii. is made bankrupt; j. if the Party becomes or takes any step that could result in the Party becoming an insolvent under administration (as defined in section 9 Corporations Act); k. if the Party enters into or takes any step that could result in the Party entering into a personal insolvency agreement under part X Bankruptcy Act; l. if the Party enters into or takes any step that could result in the Party entering into a debt agreement under part IX Bankruptcy Act; m. if execution is levied against the by a creditor; n. if any matter relating to the Party becomes subject to a direction under, or has effect as if it were a direction under, section 14 <i>Australian Securities and Investment Commission Act 2001</i> (Cth), or to an investigation under, or taken to be under, <i>Australian Securities and Investment Commission Act 2001</i> (Cth); or o. if any event happens in Australia or any other country or territory in respect of a Party that is similar to any of the events or circumstances referred to in this definition, unless: i. the event takes place as part of a solvent reconstruction, amalgamation, merger, or consolidation on terms approved by the other Party before it takes place; and ii. the implementation of the reconstruction, amalgamation, merger, or consolidation complies with the terms of the approval.
Intellectual Property	means all present and future intellectual or industrial property rights anywhere in the world, including without limitation any copyright, Moral Right, patent, trade mark, registered design, registered or unregistered plant breeder's right, trade secret, knowhow, right in relation to semi-conductors and circuit layouts, trade or business or company name, indication or source or appellation of origin, or other proprietary right or right of registration of such rights.
Interest Rate	means the benchmark interest rate defined in section 109N(2) of the <i>Tax Act 1936</i> (Cth).
Investors	means any Shareholder that is not a Founder.
Liabilities	includes liabilities, duties, and obligations of any nature affecting the person concerned, however arising, including penalties, fines, and interests, and including those which are prospective or contingent and those the amount of which for the time being is not ascertained or ascertainable.
Managing Director	means the managing director of the Company appointed under clause 3.1(j).



Market Value	means: a. the dollar figure given by the Valuer in accordance with clause 17; or b. if the Valuer gives a range of figures, the mid-point in the range of market values decided by the Valuer in accordance with clause 17.
Moral Rights	has the meaning given to that term in part IX <i>Copyright Act 1968</i> (Cth) and includes: a. the right of attribution; b. the right not to have authorship falsely attributed; and c. the right of integrity of authorship.
Offer Notice	has the meaning given to that term in clause 15.1.
Offeree	has the meaning given to that term in clause 13.4
Offeror	has the meaning given to that term in clause 15.1.
Party	means a party to this Agreement.
Permitted Activities	means any activity approved by the Board from time to time.
Personal Property	has the meaning given to that term by the PPSA.
PPS Security Interest	means a security interest within the meaning of the PPSA.
PPSA	means <i>Personal Property Securities Act 2009</i> (Cth).
Reconsideration Notice	has the meaning given to that term in clause 23.4.
Related Body Corporate	has the meaning given to that term in the Corporations Act.
Respective Proportions	means: a. when used about all Shareholders, the proportions which their respective Shareholdings bear to the Share Capital; or b. when used about less than all of the Shareholders, the proportions which their respective Shareholdings bear to their aggregate Shareholdings.
Restrained Party	means all present and past Shareholders of the Company.
Restraint Area	means: a. the Commonwealth of Australia; b. Queensland, New South Wales, Victoria, South Australia, Australian Capital Territory, Northern Territory, & Tasmania; c. Queensland, New South Wales, Victoria, South Australia, Australian Capital Territory, & Northern Territory; d. Queensland, New South Wales, Victoria, South Australia, & Australian Capital Territory; e. Queensland, New South Wales, Victoria, & South Australia; f. Queensland, New South Wales, & Victoria; g. Queensland & New South Wales; h. Queensland; and i. 20km radius from any premises of the Business.
Restraint Period	means each of the following: a. the period starting when the relevant Restrained Party becomes a Shareholder and ending two years from the date when the relevant Restrained Party stops being a Shareholder; b. the period starting when the relevant Restrained Party becomes a Shareholder and ending one year from the date when the relevant Restrained Party stops being a Shareholder; and c. the period starting when the relevant Restrained Party becomes a



	Shareholder and ending six months from the date when the relevant Restrained Party stops being a Shareholder.
Rules	means the provisions (referred to as clauses or sections, as the case may be) of this Constitution as amended, modified and supplemented from time to time.
Seal	has the meaning given to the term in clause 24.9.
Security Interest	means: a. for Personal Property, a PPS Security Interest; and b. an Encumbrance that secures the payment of money or the performance of an obligation, or any other interest or arrangement of any kind.
Seller	has the meaning given to that term in clause 13.1.
Shares	means issued shares irrespective of their class in the capital of the Company, as the context requires, and Share means one issued share in the capital of the Company.
Share Capital	means all of the Shares on issue in the Company.
Share Plan	has the meaning given to that term in clause 10.3.
Shareholder	means the shareholders of the Company as noted on the ASIC register from time to time.
Shareholders' Special Majority Resolution	means a resolution of the Shareholders which is approved by a majority of Shareholders holding 75% of the Share Capital.
Shareholding	means the Shares held by a Shareholder.
Special Resolution	has the meaning given to that term in section 9 Corporations Act.
Specified Price	has the meaning given to that term in clause 13.1.
Stock Exchange	means ASX or another stock exchange approved by the Board.
Taken-over Party	has the meaning given to that term in clause 14.2.
Taken-over Securities	has the meaning given to that term in clause 14.2.
Taken-over Sale Price	means the Discounted Value of the Taken-over Securities.
Trade Sale	means the sale (whether by way of a single transaction or a series of transactions) of: a. all of the main operating subsidiaries of the Company; b. the whole or a substantial part of the Business; or c. all or substantially all of the assets of the Company
Transfer	means to sell, assign, transfer, convey or otherwise dispose of a legal or beneficial interest.
Transfer Notice	has the meaning given to that term in clause 13.1.
Transfer Securities	has the meaning given to that term in clause 13.1.
Valuer	means a person appointed to value Equity Securities under clause 17.

1.2 Interpretation

In this Constitution, unless the context requires otherwise:

- a. singular word includes the plural and vice versa;
- b. a reference to a time is to local time in Queensland, Australia;



- c. if any act contemplated by this Constitution is to be done on a day that is not a Business Day, then the act must be done on or by the next Business Day;
- d. headings are for convenience only and do not affect interpretation;
- e. a reference to a covenant, obligation, or agreement of two or more persons binds or benefits them jointly and severally;
- f. a reference to a clause, Rule, paragraph, schedule, or annexure is a reference to a clause, paragraph, Rule, or annexure of this Constitution;
- g. a reference to a Party, includes the Party's executors, administrators, successors, substitutes, and permitted assigns;
- h. a reference to dollar or '\$' is a reference to Australian dollars;
- i. a reference to a statute, ordinance, code, or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments, or replacements of any of them;
- j. words and expressions defined in the Corporations Act have the same meaning in this Constitution;
- k. An expression in a provision of this Constitution has the same meaning as in a provision of the Corporations Act that deals with the same matter as the provision, unless the contrary intention appears in this Constitution;
- l. a reference to a document or agreement, including this Constitution, is a reference to that document or agreement as amended, supplemented, varied, or replaced;
- m. a reference to a natural person includes a Body Corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity, and vice versa; and
- n. the words 'include', 'including', 'such as', 'for example', and any similar expressions are not to be construed as words of limitation.

2. OBJECTIVES AND SHAREHOLDERS' COMMITMENTS

2.1 Objectives of the Company

The objectives of the Company are to:

- a. carry on the Business; and
- b. develop the Business in accordance with any business plans approved by the Board.

2.2 Shareholders' general commitments to the Company

Each Shareholder must:



- a. **(not use Confidential Information)** not use Confidential Information in a way which does or is reasonably likely to compromise, damage, or adversely affect the Company or any of the other Parties;
- b. **(not delay actions)** not unreasonably delay any action, approval, direction, or decision which is required of the Shareholder;
- c. **(act in good faith)** give approvals and make decisions that are required of the Shareholder:
 - i. in good faith; and
 - ii. in the best interests of the Company and the conduct of the Business as a commercial venture; and
- d. **(act faithfully)** be just and faithful in the Party's activities and dealings with the other Parties.

3. COMPOSITION, PROCEEDINGS AND REMUNERATION OF THE BOARD

3.1 Board composition and meeting procedure

Unless the Board agrees to use a circular resolution, each Shareholder must exercise its rights to ensure that the Board composition and meeting procedures comply with the following:

- a. **(Shareholders' entitlement to appoint Directors)** in addition to any rights set out in clause 3.1(b):
 - i. each Founder may appoint and remove, by notice to the Company, three (3) directors; and
 - ii. each Investor may not appoint and remove directors.
- b. **(additional Directors)** the Board may by Directors' Special Resolution appoint additional Directors to those appointed under clause 3.1(a);
- c. **(removal of appointed Directors)** a Director appointed by a Shareholder under clause 3.1(a):
 - i. may only be removed by the appointing Shareholder;
 - ii. in respect of Directors appointed under clause 3.1(a)(i) automatically ceases to be a Director if the appointing Shareholder ceases to hold Shares or the percentage of the Share Capital specified in clause 3.1(a);
- d. **(alternate Directors)** any Director may, by notice to the Company, appoint an alternate director who may attend and vote at a meeting of the Board in place of the appointing Director, if that Director does not attend that meeting;
- e. **(initial Board of Directors)** the Board initially comprises the following persons:
 - i. David Joseph McGiveron;
 - ii. Andrew Roberts; and



- iii. John Francis Scarrabelotti;
- f. **(Chairman)** a Director appointed by the Board by Directors' Special Resolution is Chairman of the Directors;
- g. **(initial Chairman)** the initial Chairman is David Joseph McGiveron;
- h. **(Chairman absent or cannot act)** if the person appointed as Chairman under clauses 3.1(f) or 3.1(g) is absent from a meeting of Directors or is unwilling or unable to act as Chairman, the Directors present at the meeting may appoint a Director to act as Chairman of the meeting, provided a Director appointed by a Founder is present;
- i. **(Managing Director)** a Director nominated by the Board by Directors' Special Resolution is Managing Director of the Company;
- j. **(initial Managing Director)** the initial Managing Director is David Joseph McGiveron;
- k. **(Board meeting procedure)** meetings of the Board are convened and held in accordance with this clause 3 and clause 5 of this Constitution;
- l. **(Frequency of Board meetings)** the Board must meet at least four (4) times per year;
- m. **(Board meeting notice)** meetings of the Board may be called by any Director or by the Company secretary giving notice to the Directors at least five (5) clear Business Days before the date nominated or a shorter period if agreed to by all the Directors;
- n. **(Board papers)** a notice of a Board meeting must include:
 - i. an agenda; and
 - ii. a copy of all papers to be considered at the meeting.
- o. **(Board meeting quorum)** the quorum for meetings of the Board is fifty (50) percent of the appointed Directors, as long as a Director appointed by a Founder is present;
- p. **(where no quorum is present)** if a quorum is not present at a meeting of the Board within 30 minutes after the time stated in the notice of meeting, the meeting must be adjourned for ten (10) Business Days to the same time and place (with each Director being notified of the adjourned meeting) or to another day, time, and place agreed by all the Directors and, at the reconvened meeting, the quorum is any two Directors, provided a Director appointed by a Founder is present;
- q. **(votes at Board meetings)** at a Board meeting:
 - i. each Director appointed by a Founder has two (2) votes;
 - ii. each Director appointed by a non-Founder director has one (1) vote; and
 - iii. the Chairman has the casting vote in addition to any vote the chairman has as a Director;
- r. **(decisions requiring Directors' Special Resolution)** a decision by the Board is by a simple majority vote other than a decision on the matters set out in clause 3.2 which may only be made with a Directors' Special Resolution; and



- s. **(resolutions only on agenda items)** at a Board meeting, the Board may only resolve matters specifically referred to in the agenda issued for the meeting, unless all Directors (whether or not present at the meeting) resolve otherwise.

3.2 Decisions requiring Directors' Special Resolution

A decision by the Board on the matters listed in Schedule 2 may only be made with a Directors' Special Resolution.

3.3 Directors permitted to consider shareholder interests

Any Director may make a decision in the interests of the Shareholder appointing that Director alone, without considering:

- a. the interests of the other Shareholders; or
- b. the interests of the Shareholders as a whole,

but this clause does not operate to relieve a Director from any duty, liability, or obligation owed by that Director to the Company.

3.4 Disclosure

- a. In accordance with the Corporations Act, the Director who has a material personal interest in a matter that relates to the affairs of the Company must give the other Directors notice of the interest.
- b. The directors must record all declarations pursuant to the Corporations Act and clause 3.4(a) hereof in the minutes of the relevant Directors' meetings.

3.5 Material Personal Interest

- a. A Director and any firm, body or entity in which a director has a direct or indirect material personal interest may in any capacity:
 - i. enter into any contract or agreement with the Company;
 - ii. be appointed to and hold any office or place of profit under the Company, other than the office of auditor; and
 - iii. act in a professional capacity, other than as an auditor, for the Company, and may receive;
 - iv. and retain for their own benefit any remuneration, profits, or benefits as if they were not a director.
- b. A Director who has made the disclosure required by clause 3.4 hereof may be counted in a quorum and vote at a meeting which considers a contract or arrangement or proposed contract or arrangement in which the Director has a direct or indirect material personal interest.
- c. A Director may join in executing any document relating to a contract or arrangement or proposed contract or arrangement in which the director has a direct or indirect material personal interest.



3.6 Indemnity and Insurance

- a. To the extent permitted by the Corporations Act and to the extent that the officer is not indemnified by the Directors' and officers' liability insurance maintained by the Company, the Company indemnifies every director, secretary and executive officer of the Company against any liability incurred by that person in his or her capacity as officer of the Company.
- b. The Company may pay any premiums in respect of a contract insuring a person against liabilities incurred by that person as a director, secretary, executive officer or auditor of the Company to the extent permitted by the Corporations Act.

3.7 Powers of the Directors

- a. The business of the Company is to be managed by or under the direction of the Directors.
- b. The Directors may exercise all the powers of the Company except any powers that the Corporations Act or this Constitution requires the company to exercise in general meeting.

3.8 Negotiable Instruments

- a. Any two directors of the Company may sign, draw, accept, endorse or otherwise execute a negotiable instrument.
- b. The Directors may determine that a negotiable instrument may be signed, drawn, accepted, endorsed or otherwise executed in a different way.

3.9 Number and office of Directors

- a. Until the Company resolves otherwise there will be:
 - i. a minimum of one Director; and
 - ii. a maximum of ten Directors.
- b. The office of a Director immediately becomes vacant if the Director:
 - i. is prohibited by the Corporations Act from holding office or continuing as a Director;
 - ii. dies or cannot manage the Company because of his or her mental incapacity and is a person whose estate or property has had a personal representative or trustee appointed to administer it;
 - iii. resigns giving a written notice of resignation to the Company as its registered office;
 - iv. is removed by a resolution of the Company; or
 - v. is absent from Directors' meeting for three consecutive meeting without leave of absence from the Directors.
- c. If a Managing Director is suspended from office, he or she will not be entitled to attend or vote at any meeting of directors.



3.10 Effectiveness of Acts by Directors

If it is discovered that:

- a. there was a defect in the appointment, or in the continuance of the appointment, of a person as a Director, Alternate Director or a member of a Directors' committee; or
- b. a person appointed to one of these positions was disqualified,

all acts of the Director or the Directors' committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

3.11 Indemnity where Director removed

A Shareholder which removes a Director indemnifies the Company and the other Shareholders against:

- a. all Claims by that Director for wrongful or unfair dismissal or redundancy;
- b. all Claims for other compensation arising out of the removal; and
- c. all Liabilities which they may suffer or incur arising out of the removal.

3.12 Directors' fees

- a. Subject to clause 3.12(b), unless approved by a Directors' Special Resolution, the Directors must not be entitled to payment by the Company of any directors' fees or for any services, other than as set out in any service agreement or other arrangements under which the Director provides services to the Company.
- b. The aggregate of any directors' fees paid to Directors (but excluding any payments made for the reimbursement of proper expenses incurred by a Director or pursuant to any service agreement or other arrangement under which the Director provides services to the Company) must not exceed \$50,000 per annum unless approved by a Shareholders' Special Majority Resolution.

3.13 Application to Subsidiaries

Subject to any applicable laws, the Shareholders must exercise their respective powers as holders of Shares, and the Company must exercise its powers, to ensure that this clause 3 apply, with appropriate changes necessary to apply them to these circumstances, to the Company's Subsidiaries so that:

- a. the Shareholders have the same rights of appointment to the board of directors of the Company's Subsidiaries as they have to the Board under this Constitution;
- b. no additional director is appointed to the board of directors of any of the Company's Subsidiaries other than a Director;
- c. the meeting procedures of the directors of the Company's Subsidiaries are subject to the same rules and restrictions as apply to the Directors; and
- d. the voting entitlements of the directors of the Company's Subsidiaries are the same as the voting entitlements of the Directors set out in clause 3.



3.14 Resignation, Retirement or Removal of Directors

A Director may resign by giving a written notice of resignation to the Company at its registered office.

4. MANAGEMENT OF THE COMPANY

4.1 Board is responsible for management

The Board is responsible for the overall direction and management of the Company and the Business, and the formulation of the policies to be applied to the Company and the Business.

4.2 Managing Director

- a. The Directors may confer on a Managing Director any of the powers that the Directors can exercise.
- b. The Directors may revoke or vary a conferral of powers on the managing directors under sub-clause 4.2(b) hereof.

4.3 Responsibilities of the Managing Director

All employees of the Company report to and are under the control and direction of the Managing Director. The Managing Director is responsible for:

- a. day to day management of all activities of the Company in the conduct of the Business;
- b. general administration of the Company;
- c. implementation and compliance with any management agreement or business plan approved by the Board; and
- d. giving the Board full information about the activities of the Company,

subject to compliance with directions from the Board (to whom the Managing Director reports).

4.4 Termination of appointment of Managing Director

- a. A person ceases to be managing director if they cease to be a Director.
- b. The Directors may revoke or vary an appointment of a Managing Director.
- c. The Managing Director or their proxy shall be the chair at any Directors meeting or any Shareholders meeting. The chair of any meeting of Shareholders does not have a casting vote in addition to any vote they have in their capacity as a Shareholder.

5. DIRECTORS MEETINGS

5.1 Calling Directors' Meetings

- a. A Directors' meeting may be called by a Director giving reasonable notice individually to every other Director.



- b. It is not necessary to give notice of a meeting of the Directors to a Director whom the Director, when giving notice to the other Directors, reasonably believes to be outside Australia.
- c. The Directors may meet together, adjourning and regulate their meetings as they see fit.

5.2 Circulating Resolution

- a. The Directors may pass a resolution without a Directors' meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- b. Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- c. The resolution is passed when the last Director signs.
- d. The Directors will give notice of any Directors resolution passed to the Shareholders within seven (7) days of it being passed.

6. REPORTING AND RECORDS

6.1 Reports to Directors

The Company must give, and each Shareholder must exercise its rights to ensure that the Company gives to the Directors sufficient management and financial information and reports to allow them to manage the Business efficiently.

6.2 Reports to Shareholders

The Company must annually give the Shareholders the financial statements required under the Corporations Act.

6.3 Company to keep records

The Company must ensure, and each Shareholder must exercise its rights to ensure, that the Company's records and accounting books:

- a. are kept in accordance with the Corporations Act and the Accounting Standards; and
- b. contain full, true, and correct entries of all dealings and transactions of the Business and the Company's affairs.

6.4 Company or Directors May Allow Shareholder to Inspect Books

The Directors by a resolution passed at the general meeting, may authorise a Shareholder to inspect books of the Company.

7. COMPANY'S OBLIGATIONS ABOUT THE BUSINESS AND AGREEMENTS WITH SHAREHOLDERS

7.1 Obligations about assets and agreements



The Company must ensure, and each Shareholder must exercise its rights to ensure, that the Company:

- a. **(assets in good condition)** keeps its assets in good repair and working order and condition (reasonable fair wear and tear excepted) and makes proper repairs, renewals, and replacements;
- b. **(comply with agreements)** complies with the agreements and arrangements to which it is a party;
- c. **(insure assets)** if practicable, keeps its tangible assets insured by a financially sound and reputable insurer against loss or damage by fire, explosion, and other risks customarily insured against by companies conducting businesses similar to the Business in amounts for at least the full insurable value of those assets;
- d. **(insure against Liabilities)** maintains insurance with a financially sound and reputable insurer against other hazards and risks and liability to persons and property of an amount and on terms customarily insured against by companies conducting businesses similar to the Business; and
- e. **(compliance with legal requirements)** uses its best endeavours to comply with all valid requirements of government authorities and applicable laws relating to the Business and its assets.

7.2 Requirements for agreements between the Company and Shareholders

Any agreement or decision to enter into, terminate, vary, assign, novate, enforce, waive any right under, or not comply with an agreement between the Company and a Shareholder (or an Affiliate or Associate of a Shareholder) must:

- a. be on arm's length terms;
- b. subject to clause 7.3, not be voted on by any Director appointed by that Shareholder;
- c. first be approved by resolution of the Board other than those Directors who are disqualified from voting under clause 7.2(b); and
- d. be notified in writing to all other Shareholders.

7.3 Where all Directors disqualified from voting

If all the Directors would, apart from this clause, be disqualified from voting under clause 7.2(b) on a particular agreement or decision, then all of the Directors may vote on that agreement or decision.

7.4 Company to have sufficient working capital

Subject to clause 7.4, the Parties must ensure that the Company has sufficient working capital to conduct the Business funded (if necessary) from borrowings by the Company supported by guarantees from the Directors or their Affiliates.

7.5 Shareholder loans

A loan given by a Shareholder must include the following terms:



- a. the Company must pay interest on the loan at the Interest Rate per annum on the amount; and
- b. interest must be calculated at the end of every month from the date of the loan until the date of repayment.

8. SHAREHOLDERS' MEETINGS AND RESOLUTIONS

8.1 Calling of Meeting of the Shareholders by a Director

- a. A Director may call a meeting of the Shareholders.
- b. The Directors may, with the written consent of the Director or Directors who called the meeting, postpone or cancel or adjourn any general meeting called.
- c. Unless all Shareholders agree to meet at short notice, or agree to a circular resolution, they must receive at least 21 days prior written notice of each meeting of Shareholders. The notice must include an agenda and a meeting of Shareholders may only resolve matters specifically referred to in that agenda unless all Shareholders (whether or not present at the meeting) resolve otherwise.
- d. The quorum for a meeting of Shareholders called by a Director is at least two (2) Shareholders, holding at least 60% of the Share Capital, provided a Founder is present, unless it is a special resolution, in which case the Shareholders must hold at least 75% of the Share Capital (provided a Founder is present).

8.2 Calling a Meeting of the Shareholders by the Shareholders

- a. Subject to the Corporations Act, the Directors must call and arrange to hold a general meeting in the request of

Shareholders with at least 5% of the votes that may be cast at the general meeting.
- b. The request for a meeting referred to in sub-clause 8.2(a) hereof must:
 - i. be in writing;
 - ii. state any resolution to be proposed at the meeting;
 - iii. be signed by the Shareholders making the request; and
 - iv. be given to the Company.
- c. Separate copies of a document setting out the request may be used for signing by Shareholders if the wording of the request is identical in each copy.
- d. The percentage of votes that Shareholders have is to be worked out as at the midnight before the request is given to the Company.
- e. The Directors must call the meeting within 21 days after the request is given to the Company. The meeting is not to be held later than 2 months after the request is given to the Company.



- f. The quorum for a meeting of Shareholders by Shareholders is at least two (2) Shareholders, holding at least 60% of the Share Capital, provided a Founder is present, unless it is a special resolution, in which case the Shareholders must hold at least 75% of the Share Capital (provided a Founder is present).

8.3 Use of Technology

In the calling, cancellation, adjournment of any meeting it shall be lawful to use any form of communicating technology consented to by all Directors and such consent may be a standing one and only withdrawn by all Directors within a reasonable period before the meeting.

8.4 Determining Questions or Procedure

If there is a dispute at a meeting of Shareholders about a question of procedure, the Chairman may determine the question.

8.5 How many Votes a Shareholder Has

- a. Subject to any rights or restrictions attached to any class of shares, at a meeting of Shareholders:
 - i. on a show of hands, each Shareholder has 1 vote; and
 - ii. on a poll, each Shareholder has 1 vote for each share they hold.
- b. The Chairman does not have a casting vote in addition to any vote as a Shareholder, proxy or representative.
- c. If a Shareholder is of unsound mind or is a person whose estate or property has had a personal representative, trustee or other person appointed to administer it, the Shareholder's personal representative, trustee or other person with the management of the Shareholder's estate or property may exercise any rights of the Shareholder in relation to a meeting of Shareholders as if the personal representative, trustee or other person was a Shareholder.
- d. A Shareholder is not entitled to vote or to be counted in a quorum unless all calls and other sums payable by the Shareholder in respect of shares have been paid.

8.6 Minutes

- a. The Company must keep minute books in which it records within one (1) month:
 - i. proceedings and resolutions of meetings of the Shareholders; and
 - ii. proceedings and resolutions of Directors' meetings (including meetings of a committee of Directors); and
 - iii. resolutions passed by Shareholders without a meeting; and
 - iv. resolutions passed by Directors without a meeting; and
 - v. if the Company is as proprietary company with only one (1) Director – the making of declarations by the Director.



- b. The Company must ensure that minutes of a meeting are signed within as reasonable time after the meeting by one (1) of the following:
 - i. the Chairman of the meeting;
 - ii. the Chairman of the next meeting.
- c. The Company must ensure that minutes of the passing of a resolution without a meeting are signed by a Director within a reasonable time after the resolution is passed.
- d. The Company must keep its minute books at:
 - i. its registered office; or
 - ii. its principal place of business in this jurisdiction; or
 - iii. another place in this jurisdiction approved by ASIC.
- e. A minute that is so recorded and signed is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.

8.7 Where no quorum is present at an ordinary meeting

If a quorum is not present at a meeting of Shareholders within 30 minutes from the time stated in the notice of meeting, the meeting must be adjourned for ten (10) Business Days to the same time and place (with each Shareholder being notified of the adjourned meeting) or to another day, time and place agreed by a Director's Special Resolution. At the reconvened meeting, the quorum is any two Shareholders, who, taken together, hold at least 50% of the Share Capital, provided that a Founder is present, and if a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

8.8 Shareholders' Access to Minutes

- a. The Company must ensure that the minute books for the meetings of its Shareholders and for resolutions of Shareholders passed without meetings are open for inspection by Shareholders free of charge.
- b. A Shareholder may ask the Company in writing for a copy of:
 - i. any minutes of a meeting of the Company's Shareholders or an extract of the minutes; or
 - ii. any minutes of a resolution passed by Shareholders without a meeting.
- c. If the Company does not require the Shareholder to pay for the copy, the Company must send it:
 - i. within 14 days after the Shareholder asks for it; or
 - ii. within any longer period that ASIC approves.
- d. If the Company requires payment for the copy, the Company must send it:
 - i. within 14 days after the Shareholder asks for it; or



- ii. within any longer period that ASIC approves.
- e. The amount of any payment the Company requires cannot exceed the prescribed amount.

8.9 Shareholder resolutions

Subject to clause 8.10 and the Corporations Act, all Shareholder resolutions must be passed by an ordinary resolution.

8.10 Shareholders' Special Majority Resolution

Each of the matters listed in Schedule 3 must be decided by a Shareholders' Special Majority Resolution.

8.11 Shareholders not to exercise Board powers

Subject to the Corporations Act, if a matter specifically requires a decision of the Board under clause 3, the Shareholders must not exercise decision making rights as Shareholders about that matter.

9. DIVIDENDS

The declaration of dividends is subject to the discretion of the Board. The Board may resolve, by Directors' Special Resolution, to pay a dividend at any time, if:

- a. the dividend has also been approved by the Managing Director considering the then current budgeted cash flow, capital expenditure, financing and debt facilities, and working capital requirements of the Company and the budget for the next Financial Year;
- b. to do so would not in the opinion of the Board and Managing Director cause the Company to be in breach of any financial covenants or requirements of the Company to any of the lenders to the Company at any point over the next twelve (12) month period on the basis of a recommendation from the Managing Director; and
- c. the dividend is lawfully available to be distributed to the Shareholders.

10. EQUITY SECURITIES

10.1 Issue of new Equity Securities

The Board may issue Equity Securities to any person without first having to offer the securities to existing Shareholders.

10.2 Share Classes and Rights

- a. Shares in the capital of the Company may be issued in the classes specified in Schedule 5.
- b. The rights attaching to the classes of Shares are specified in Schedule 5.

10.3 Share Plan

The Shareholders agree that:



- a. at any time, the Board may establish a formal written share plan to issue Equity Securities to eligible participants (including Directors, employees, or contractors) that result in the issue of that number of shares of an amount up to 10% of the fully diluted Share Capital of the Company (**Share Plan**), as at the date of the Share Plan; and
- b. the Share Plan will authorise the Directors to issue Equity Securities under the Share Plan to eligible participants in their discretion.

10.4 Issue of Options

The Directors may issue options over unissued Equity Securities.

10.5 Varying and Cancelling Class Rights

- a. Rights attached to Equity Securities in a class of Equity Securities may be varied or cancelled only with the written consent of at least 75% of the votes in that class.
- b. The Company must give written notice of the variation or cancellation to the Shareholders of the class within seven (7) days after the variation or cancellation is made.

10.6 Giving effect to changes to Equity Securities

For the purpose of giving effect to a consolidation or subdivision of all or any of the Equity Securities in the Company, the Directors may settle any difficulty which arises as they think expedient and in particular may:

- a. issue fractional certificates;
- b. vest any fractions of Equity Securities in trustees on such trusts for the persons entitled to the fractions of Equity Securities as may seem expedient to the Directors; or
- c. sell the Equity Securities representing the fractions for the best price reasonably obtainable to any person and distribute the net proceeds of sale (subject to retention by the Company of small amounts where the cost of distribution would be disproportionate to the amounts involved) in due proportion among those Shareholders and, for such sale, any Director may execute an instrument of transfer of the Equity Securities to the purchaser.

10.7 Calls

- a. Subject to the terms on which partly paid Equity Securities are issued, the Directors may make calls on the holders of the Equity Securities for any money unpaid on them.
- b. A call is made when the resolution of the Directors authorising it is passed. The Directors may require it to be paid by instalments.
- c. The Directors may revoke or postpone a call before its date for payment.
- d. At least 10 Business Days before the due date for payment of a call the Company must send to Shareholders on whom the call is made a notice specifying:
 - i. the amount of the call;



- ii. the due date for payment; and
- iii. the place of payment.
- e. A Shareholder to whom notice of a call is given in accordance with this clause must pay to the Company the amount called in accordance with the notice.
- f. Failure to send a notice of a call to any Shareholder or the non-receipt of a notice by any Shareholder does not invalidate the call.
- g. Joint holders of Equity Securities are jointly and severally liable to pay all calls in respect of their Equity Securities.

10.8 Instalments

If:

- a. the Directors require a call to be paid by instalments; or
- b. an amount becomes payable by the terms of issue of shares, or at a time or in circumstances specified in the terms of issue,

then:

- c. the amount of an instalment is payable as if it were a call made by the Directors and as if they had given notice of it; and
- d. the consequences of late payment or non-payment of an instalment are the same as the consequences of late payment or non-payment of a call.

10.9 Interests and Expenses on Calls

If an amount called is not paid on or before the due date, the person liable to pay the amount must also pay:

- a. interest on the amount from the due date to the time of actual payment at a rate determined by the Directors (not exceeding 20% per annum); and
- b. all expenses incurred by the Company as a consequence of the non-payment, but the Directors may waive payment of the interest and expenses in whole or in part.

10.10 Recovery of Amounts Due

On the hearing of any action for the recovery of money due for any call, proof that:

- a. the name of the person sued was, when the call was made, entered in the register of Shareholders in respect of which the call was made;
 - b. the resolution making the call is duly recorded in the Directors' minute book; and
 - c. notice of the call was given to the person sued;
- will be conclusive evidence of the debt.

10.11 Differentiation



The Directors may, on the issue of Equity Securities, differentiate between the holders as to the amount of calls to be paid and the times of payment.

10.12 Payments of Calls in Advance

- a. The Directors may accept from a Shareholder the whole or part of the amount unpaid on an Equity Security before the amount accepted has been called.
- b. The Company may:
 - i. pay interest on any amount accepted, until the amount is payable under a call, at a rate (not exceeding 20% per annum) agreed between the Shareholder and the Directors; and
 - ii. subject to any contract between the Company and the Shareholder, repay all or any of the amounts accepted in excess of the amount called on the share.
- c. Payment of an amount in advance of a call does not entitle the paying Shareholder to any dividend, benefit or advantage, other than the payment of interest under this clause, to which the Shareholder would not have been entitled if it had paid the amount when it became due.

10.13 Lien

- a. The Company has a first and paramount lien on every Equity Security for all money:
 - i. called, or payable to the Company at a fixed time, in respect of the Equity Security;
 - ii. presently payable by the holder of the Equity Security, or the holder's estate, to the Company in respect of the Equity Security; or
 - iii. which the Company is required by law to pay in respect of the Equity Security.
- b. The Company's lien extends to all dividends payable in respect of the Equity Security.
- c. Unless the Directors determine otherwise, the registration of a transfer of an Equity Security operates as a waiver of the Company's lien on the Equity Security.
- d. The Directors may declare an Equity Security to be wholly or partly exempt from a lien.

10.14 Lien Sale

If:

- a. the Company has a lien on an Equity Security for money presently payable; and
- b. the Company has given the Shareholder written notice demanding payment of the money,

then 14 or more days after giving the notice, the Directors may sell the Equity Security in any manner determined by them.

10.15 Forfeiture Notice



- a. The Directors may at any time after a call or instalment becomes payable and remains unpaid by a Shareholder, serve a notice on the Shareholder requiring the Shareholder to pay:
 - i. the unpaid amount;
 - ii. any interest that has accrued; and
 - iii. all expenses incurred by the Company as a consequence of the non-payment.
- b. The notice pursuant to clause 10.15(a) must:
 - i. specify a day (not earlier than 14 days after the date of the notice) on or before which the payment required by the notice must be made; and
 - ii. state that if a Shareholder does not comply with the notice, the Equity Securities in respect of which the call was made or instalment is payable will be liable to be forfeited.

10.16 Forfeiture

- a. A Shareholder does not comply with a notice served under clause 10.15, then any or all of the Equity Securities in respect of which the notice was given may be forfeited pursuant to a resolution of the Directors.
- b. Dividends declared and unpaid in respect of forfeited Equity Securities will also be forfeited.
- c. On forfeiture, Equity Securities become the property of the Company and forfeited Equity Securities may be sold or disposed of on terms determined by the Directors.
- d. The Company may, by resolution passed at a general meeting, cancel Equity Securities that have been forfeited under terms on which the Equity Securities are on issue.
- e. The Directors may, at any time before a forfeited Equity Security is sold, disposed of or cancelled, annul the forfeiture of the Equity Security on conditions determined by them.
- f. Promptly after an Equity Security has been forfeited:
 - i. notice of the forfeiture must be given to the Shareholder in whose name the Equity Security was registered immediately before its forfeiture; and
 - ii. the forfeiture and its date must be noted in the register of Shareholders.

10.17 Liability of Former Shareholder

- a. The interest of a person who held Equity Securities which are forfeited is extinguished but the former Shareholder remains liable to pay:
 - i. all money (including interest and expenses) that was payable by the Shareholder to the Company at the date of forfeiture in respect of the forfeited Equity Securities; and



- ii. interest from the date of forfeiture until payment at a rate determined by the Directors (not exceeding 20% per annum).
- b. A former Shareholder's liability to the Company ceases if and when the Company receives payment in full of all money (including interest and expenses) payable by the person in respect of the Equity Securities.

10.18 Sale Requirements

- a. The Company may:
 - i. receive the consideration (if any) given for a forfeited Equity Security on any sale or disposition of the Equity Security; and
 - ii. execute a transfer of the Equity Security in favour of a person to whom the Equity Security is sold or disposed of.
- b. The purchaser of the Equity Security:
 - i. is not bound to check the regularity of the sale or the application of the purchase price;
 - ii. obtains title to the Equity Security despite any irregularity in the sale; and
 - iii. will not be subject to complaint or remedy by the former holder of the Equity Security in respect of the purchase.
- c. A statement signed by a Director or the secretary that the Equity Security has been regularly forfeited and sold or reissued, or regularly sold without forfeiture to enforce a lien, is conclusive evidence of the matters stated as against all persons claiming to be entitled to the Equity Security.
- d. The net proceeds of any sale made to enforce a lien or on forfeiture must be applied by the Company in the following order:
 - i. in payment of the costs of the sale;
 - ii. in payment of all amounts secured by the lien or all money that was payable in respect of the forfeited Equity Security; and
 - iii. in payment of any surplus to the former Shareholder whose Equity Security was sold.
- e. If there is any dispute with the holder of any Equity Securities, the Directors may accept the surrender of those Equity Securities by way of compromise. The Equity Securities may be sold or otherwise disposed of by the Company in the same manner as forfeited Equity Securities.

10.19 Certificate

- a. Subject to the terms of issue of any Equity Securities:
 - i. every Shareholder is entitled free of charge to one certificate for all Equity Securities registered in its name; and



- ii. A Shareholder may request several certificates in reasonable denominations for different portions of its holding.
- b. Subject to the terms of issue of any Equity Securities, joint holders are entitled to a single certificate in their joint names in respect of each portion of their holding.
- c. A certificate will be sent to the joint holder whose name appears first in the register of Shareholder.
- d. Every certificate for Equity Securities must be issued and dispatched in accordance with the Corporations Act.

10.20 Replacement of Certificate

- a. The Company must issue a replacement certificate for Equity Securities in accordance with the Corporations Act if:
 - i. the Shareholder is entitled to a certificate of those Equity Securities;
 - ii. satisfactory evidence has been received by the Company that the certificate for Equity Securities previously issued has been stolen, lost or destroyed and has not been pledged, charged, sold or otherwise disposed of; and
 - iii. the Shareholder has undertaken in writing to the Company to return the certificate to the Company if it is found or received by the Shareholder.
- b. The Directors may order worn out or defaced certificates to be cancelled and replaced by new certificates.

11. TRANSMISSION OF EQUITY SECURITIES

11.1 Transmission of Equity Securities on Death

If Equity Securities not held jointly:

- a. If a Shareholder who does not own Equity Securities jointly dies, the Company will recognise only the personal representative of the deceased shareholder as being entitled to the deceased shareholder's interest in the Equity Securities.
- b. If the personal representative gives the Directors the information, they reasonably require to establish the representative's entitlement to be registered as holder of the Equity Securities:
 - i. The personal representative may:
 - A. by giving a written and signed notice to the Company, elect to be registered as the holder of the Equity Securities; or
 - B. by giving a completed transfer form to the Company, transfer the Equity Securities to another person; and
 - ii. the personal representative is entitled, whether or not registered as the holder of the Equity Securities, to the same rights as the deceased shareholder.



- c. On receiving an election under clause 11.1(b.i.A) the Company may register the personal representative as the holder of the Equity Securities.
- d. A transfer under clause 11.1(b.i.B) is subject to the same rules (for example, about entitlement to transfer and registration of transfers) as apply to transfers generally.
- e. If a Shareholder who owns Equity Securities jointly dies, the Company will recognise only the survivor as being entitled to the deceased Shareholder's interest in the Equity Securities. The estate of the deceased Shareholder is not released from any liability in respect of the Equity Securities.
- f. The Company may register a transfer to a transferee who dies before the transfer is registered.

11.2 Transmission of Equity Securities on Bankruptcy

- a. If a person entitled to Equity Securities because of the bankruptcy of a Shareholder gives the Directors the information they reasonably require establishing the person's entitlement to be registered as holder of the Equity Securities, the person may:
 - i. by giving a written and signed notice to the Company, elect to be registered as the holder of the Equity Securities; or
 - ii. by giving a completed transfer form to the Company, transfer the Equity Securities to another person.
- b. On receiving an election under clause 11.2(a.i), the Company must register the person as the holder of the Equity Securities.
- c. A transfer under paragraph 11.2(a.ii) is subject to the same rules (for example, about entitlement to transfer and registration of transfers) as apply to transfers generally.
- d. This section has effect subject to the Bankruptcy Act.

11.3 Transmission of Equity Securities on Mental Incapacity

- a. If a person entitled to Equity Securities because of the mental incapacity of a Shareholder gives the Directors the information they reasonably require to establish the person's entitlement to be registered as the holder of the Equity Securities:
 - i. the person may:
 - A. by giving a written and signed notice to the Company, elect to be registered as the holder of the Equity Securities, or
 - B. by giving a completed transfer form to the Company, transfer the Equity Securities to another person; and
 - ii. the person is entitled, whether or not registered as the holder of the Equity Securities, to the same rights as the Shareholder.
- b. On receiving an election under clause 11.3(a.i.A) the Company must register the person as the holder of the Equity Securities.



- c. A transfer under clause 11.3(a.i.B) is subject to the same rules (for example, about entitlement to transfer and registration of transfers) as apply to transfers generally.

12. TRANSFER OF EQUITY SECURITIES – GENERAL

12.1 Registration of Transfers

- a. A person transferring Equity Securities remains the holder of the Equity Securities until the transfer is registered and the name of the person to whom they are being transferred is entered in the register of Shareholders in respect of the Equity Securities.
- b. The Directors are not required to register a transfer of Equity Securities in the Company unless:
 - i. the transfer and any Equity Security certificate have been lodged at the Company's registered office; and
 - ii. any fee payable on registration of the transfer has been paid; and
 - iii. the Directors have been given any further information they reasonably require to establish the right of the person transferring Equity Securities to make the transfer.
- c. The Directors may refuse to register a transfer of Equity Securities in the Company if:
 - i. the Equity Securities are not fully-paid; or
 - ii. the Company has a lien on the Equity Securities.
- d. The Directors may suspend registration of transfer of Equity Securities in the Company at the times and for the periods they determine. The periods of suspension must not exceed 30 days in any 1 calendar year.

12.2 No Dividend Entitlement on Transfer

A transfer of Equity Securities does not pass the right to any dividend declared in respect of those Equity Securities before the registration of a transfer.

12.3 Recognition of Trusts and Other Interests

- a. Except as required by law, the Company shall not be bound to recognise any person as holding an Equity Securities on trust or any equitable, contingent, future or partial interest or any other right in respect of an Equity Securities except the registered holder's absolute right of ownership.
- b. Subject to the Corporations Act and this Constitution, this clause applies even if the Company has notice of the relevant trust, interest or right.

12.4 Restriction

Except when transferred under clause 16, a Shareholder must not:

- a. Transfer any of its Equity Securities, except in accordance with clauses 10 to 16; or
- b. grant any Encumbrance over any of its Equity Securities,



without the prior written consent of the Board.

12.5 Holder of Encumbrance must comply

Without limiting clause 12 before granting any Encumbrance over any of its Equity Securities, a Shareholder must ensure that the holder of the Encumbrance enters into a deed with or for the benefit of the Parties under which it undertakes:

- a. not to Transfer any Equity Security unless the transferee complies with clauses 10 and 13; and
- b. to release the Equity Securities from the Encumbrance (and, where the Encumbrance is a PPS Security Interest, to remove the registration of that PPS Security Interest from the PPS Register) to enable completion of any Transfer of those Shares under any compulsory transfer provision contained in this Constitution.

12.6 Completion

At completion of the sale of any Equity Securities under this Constitution:

- a. each buyer of the Equity Securities must pay the purchase price to each seller;
- b. each seller of the Equity Securities must Transfer title to the Equity Securities to the buyer free from Encumbrances.

12.7 No revocation

Subject to clause 13.9(a) Shareholder may only revoke or withdraw a Transfer Notice, an Offer Notice, or an Acceptance Notice once given or taken to have been given if all other Shareholders consent in writing.

12.8 Attorney

Each Shareholder:

- a. irrevocably appoints any Director as its agent and attorney with power to complete any sale of the Equity Securities held by that Shareholder under this Constitution and to do anything on behalf of the Shareholder that it is required to do, but has failed to do, under this Constitution including, but not limited to, the power for any Director on behalf of that Shareholder to:
 - i. sign all necessary documentation to complete the sale;
 - ii. warrant and represent, and it is a condition of this Constitution, that the Shareholder has the capacity to enter into the agreements and has good title to all its Equity Securities, free from any Encumbrance;
 - iii. receive the purchase money and hold it on trust for that Shareholder; and
 - iv. sign a receipt for the purchase money as a good discharge of the purchaser's obligations;
- b. declares that it is bound by, and will ratify and confirm, anything done by any Director under this power of attorney; and



- c. declares that this power of attorney is given for valuable consideration and is irrevocable.

12.9 Permitted Transfers

Clauses 11 (except clause 12.9) and 13 do not apply to a Transfer by a Shareholder of all of its Shares to an Affiliate of the Shareholder or the Transfer from an Affiliate of a Shareholder to another Affiliate of the Shareholder, but if the transferee under this clause ceases to be an Affiliate of the Shareholder, then the relevant Equity Securities must be promptly transferred by the transferee back to the transferring Shareholder.

12.10 Board may refuse to register Transfers

The Board may refuse to register any Transfer of any Equity Securities:

- a. unless it is made in accordance with this Constitution;
- b. if it is in favour of a person who is, or persons one of whom is, a minor, a bankrupt, or otherwise subject to any Insolvency Event; or
- c. if it is not lodged at the registered office of the Company (or at another place specified by the Board) and, other than a Transfer signed under clause 12.8 is not accompanied by the relevant certificates (if any) and any other evidence the Board reasonably requires to show the right of the transferring Shareholder to make the Transfer.

12.11 Board must register Transfers

Subject to clause 12.10, the Board must register any Transfer of any Equity Securities made in accordance with this Constitution.

13. TRANSFER OF EQUITY SECURITIES BY A SHAREHOLDER

13.1 Transfer Notice

A Shareholder wanting to Transfer any of its Equity Securities (**Seller**) must give the Board notice (**Transfer Notice**) setting out:

- a. that the Seller wants to Transfer a specified number (which may be all or some only of its total holding) of Equity Securities (**Transfer Securities**);
- b. the class or classes of Transfer Securities;
- c. the cash price per Transfer Security (**Specified Price**); and
- d. any other terms of sale of the Transfer Securities.

Subject to clause 13.2, the Board must then take the offer to the Founders, and other Shareholders in accordance with clause 13.3 and 13.4

13.2 Company's first right of refusal

- a. Within ten (10) Business Days of receipt of the Transfer Notice, the Company may elect to purchase all the Transfer Securities on the terms set out in the Transfer Notice, in which case the Transfer Securities are to be bought back and cancelled by the Company



under Division 2 Chapter 2J Corporations Act and all Shareholders must exercise any votes they Control in favour of the proposed buy-back resolution.

- b. If the Company does not exercise its first right of refusal under clause 13.2(a), clauses 13.3 to 13.11 will apply.

13.3 Founders' first rights of refusal

- a. Within ten (10) Business Days of receipt of the Transfer Notice from the Board, each other Founder may by notice to the Board elect to purchase all the Transfer Securities on the terms set out in the Transfer Notice, in which case the Transfer Securities are to be acquired in accordance with clause 10 through 13.
- b. If the Founders do not exercise their first rights of refusal under clause 13.3, clauses 13.4 to 13.11 will apply.

13.4 Entitlement Shareholders to Transfer Securities

If the Company, or Founders do not exercise their first rights to receive the Transfer Securities, the Board may offer to sell on the terms set out in the Transfer Notice, the Transfer Securities to the other existing Shareholders (**Offerees**), conditional on the Board receiving acceptances from one or more of the **Offerees** for the Transfer of all of the Transfer Securities. Each Shareholder may buy the number of Transfer Securities calculated in accordance with the following formula:

$$N = A \times \frac{B}{C - D}$$

where:

N = the number of Transfer Securities the Shareholder may buy (**Allocation**).

A = the total number of Transfer Securities.

B = the number of Shares held by the Shareholder on the date of the Transfer Notice.

C = the total number of Shares held by all Shareholders on the date of the Transfer Notice.

D = the number of Shares held by the Seller on the date of the Transfer Notice, including the Transfer Securities.

13.5 Response by Offerees

Within twenty (20) Business Days after receiving a Transfer Notice (**Acceptance Period**), each Offeree must give the Board an unconditional notice (**Acceptance Notice**) stating:

- a. whether it accepts its Allocation or a specified lesser number of Transfer Securities, or rejects in full the offer made to it in the Transfer Notice; and
- b. if it wants to buy more than its Allocation, that it offers to buy an additional specified number of Transfer Securities (not exceeding the total number of Transfer Securities minus the number of Transfer Securities accepted by it under clause 13.5(a) if the other Offerees do not accept in full their Allocations.



13.6 Entitlement of Offerees to Transfer Securities above their Allocations

If the total number of Transfer Securities offered to be purchased under clause 13.5(b) exceeds the number of Transfer Securities for which acceptances have not been received under clause 13.5(a), then the Transfer Securities available must be allocated between all accepting Offerees who have given notice under clause 13.5(b) in their Respective Proportions, until all of the Transfer Securities for which acceptances have not been received under clause 13.5(a) are allocated, or until all offers under clause 13.5(b) have been satisfied.

13.7 Offeree's failure to respond

An Offeree must give the Seller notice under clause 13.5 within the Acceptance Period to participate in that sale of Transfer Securities, otherwise it is taken to have rejected the offer.

13.8 Where Offerees agree to buy all Transfer Securities

If the Offerees agree to buy all Transfer Securities, on the third Business Day after the Acceptance Period, each Offeree must buy from the Seller and the Seller must sell to the Offerees the Transfer Securities:

- a. at the Specified Price; and
- b. (unless otherwise agreed between the Offerees) in the proportions calculated under clause 13.4 adjusted, as applicable, under clause 13.6.

13.9 Where Offerees do not agree to buy all Transfer Securities

If the Offerees do not agree to buy all Transfer Securities, the Seller must within five (5) Business Days after the Acceptance Period give notice to the Offerees (with a copy to the Board):

- a. to withdraw offers contained in the Transfer Notice (except if the Transfer Notice has been taken to be given under clauses 14.2 or 16.2) and advising whether or not it wishes to sell the Transfer Securities to another person under clause 13.11; or
- b. advising that it wants to proceed with the sale:
 - i. to accepting Offerees with respect to the Transfer Securities for which acceptances have been received; and
 - ii. to another person with respect to the Transfer Securities for which there are no accepting Offerees.

13.10 Sale to accepting Offerees

If the Seller gives a notice under clause 13.9(b), each accepting Offeree must buy from the Seller and the Seller must sell to the accepting Offerees the number of Transfer Securities the accepting Offeree agreed to buy under clause 13.5(a) plus the number of Transfer Securities the accepting Offeree agreed to, and is entitled to, buy under clause 13.6:

- a. within five (5) Business Days after the Offerees receive the notice; and
- b. at the Specified Price.



13.11 Sale to another person

If the Seller gives a notice under clause 13.9(a) advising that it wishes to sell the Transfer Securities to another person or under clause 13.9(b), the Seller may sell those Transfer Securities that are not transferred to accepting Offerees under clause 13.9 (**Remaining Securities**) to another person:

- a. at any time within sixty (60) Business Days after giving the Transfer Notice;
- b. at a price per Transfer Security not less than the Specified Price; and
- c. on terms no more favourable to the buyer than those offered to the Offerees.

14. CHANGE OF CONTROL

14.1 No Change of Control without consent

A Change of Control of a Shareholder must not occur without the prior written consent of the other Shareholders.

14.2 Mandatory transfer

If a Shareholder breaches clause 14.1, that Shareholder (**Taken-over Party**):

- a. must immediately give the Company (with a copy to the other Shareholders) notice of the Change of Control; and
- b. is taken to have given an irrevocable Transfer Notice under clause 13.1 on the earlier of:
 - i. the date it gives the Company written notice of the Change of Control; and
 - ii. the date the Company or any other Shareholder becomes aware that the Change of Control has occurred,

for all Equity Securities held by it (**Taken-over Securities**) at a cash price per Equity Security agreed or determined under clause 14.3.

14.3 Sale price for Taken-over Securities

Within ten (10) Business Days after a Transfer Notice is given or taken to be given under clause 14.2, the Taken-over Party and the Board must try to agree on a cash sale price per Taken-over Security. The cash sale price per Taken-over Security is:

- a. if the Taken-over Party and the Board agree on a cash sale price per Taken-over Security within the ten (10) Business Day period, that price; or
- b. if the Taken-over Party and the Board do not agree on a cash sale price per Taken-over Security within the ten (10) Business Day period, the Taken-over Sale Price.

14.4 Valuation of the Taken-over Securities

Within five (5) Business Days after the cash sale price per Taken-over Security has been agreed between the Taken-over Party and the Board or set at the Taken-over Sale Price, the



Board must give the Taken-over Party and the other Shareholders notice setting out the amount agreed or decided as the cash sale price per Taken-over Security.

14.5 Clause 13 to apply

Once the cash sale price per Taken-over Security is agreed or decided under clause 14.3, clause 13 (except clause 13.1(c)) applies, with appropriate changes necessary to apply it to these circumstances, to any Transfer under clause 13.11c.

14.6 Taken-over Party's failure to respond

Where clause 13.9 applies to the sale of the Taken-over Securities, if the Taken-over Party does not give to the Offerees notice under clause 13.9 within the five (5) Business Day period, then the Taken-over Party is taken to have given notice under clause 13.9b.i) and must sell, within a further five (5) Business Days, at the cash sale price per Taken-over Security the number of Taken-over Securities the accepting Offerees agreed to buy under clause 13.5(a) plus the number of Taken-over Securities the accepting Offerees agreed to, and are entitled to, buy under clause 13.6.

14.7 Taken-over Party's failure to complete sale

If the Taken-over Party fails to complete the sale of any of the Taken-over Securities, the Directors may use the power of attorney in clause 12.8 to do anything on behalf of the Taken-over Party that it has failed to do.

14.8 Suspension of rights

If a Taken-over Party is taken to have given a Transfer Notice under clause 14.2, then from the date the Transfer Notice is given or taken to be given until the Taken-over Securities are sold under clause 13.11c:

- a. all rights attaching to the Taken-over Securities are suspended; and
- b. any Director appointed by the Taken-over Party is taken to have been removed by the Taken-over Party and its Director appointment rights are suspended.

15. DRAG ALONG RIGHT

15.1 Offer for Share Capital

If, at any time, the Founders receive an offer in good faith from a proposed buyer (**Offeror**) of the Share Capital, the recipient of the offer must give notice (**Offer Notice**) to the Board setting out:

- a. the proposed purchased price for the Share Capital;
- b. the proposed date for completion of the purchase;
- c. the identity of the Offeror; and
- d. the other terms of the offer,

and include a copy of the offer from the Offeror.



15.2 Drag along right

If, at any time, the Founders (**Accepting Shareholders**) decide (after compliance with clause 13) to accept the offer contained in an Offer Notice, then any of the Accepting Shareholders may give notice (**Drag Along Notice**) to the Board:

- a. stating that the Accepting Shareholders have decided to sell all of their Shares to the Offeror on the terms of the offer contained in the Offer Notice; and
- b. requiring all other Shareholders to sell all their Shares to the Offeror on the terms of the offer contained in the Offer Notice at the same time as the Accepting Shareholders sell all of their Shares to the Offeror.

15.3 Obligation to complete

If the Accepting Shareholders give a Drag Along Notice under clause 15.2, then each Shareholder must sell all their Shares to the Offeror on the terms of the offer contained in the Offer Notice, except that Shareholders who are not Accepting Shareholders are not required to give any warranties or representations (other than as to their ownership, capacity, and power to sell their Shares) or indemnities.

15.4 Shareholder's failure to complete sale

If any Shareholder fails to complete the sale of any of its Shares under this clause, the Directors may use the power of attorney in clause 12.8 to do anything on behalf of that Shareholder that it has failed to do.

15.5 Application to Equity Securities

This clause, with appropriate changes, applies equally to a proposed sale of any other Equity Securities (which are not Shares).

15.6 Power of attorney

The Directors may use the power of attorney in clause 12.8 to do anything on behalf of a Shareholder that it has failed to do under this clause 15.

16. DEFAULT

16.1 Default Events

Each of the following events or circumstances is a default event (**Default Event**) for a Shareholder:

- a. the Shareholder breaches a material term of this Constitution and:
 - i. does not remedy the breach within ten (10) Business Days after receiving a notice of the breach from a Party requesting the breach to be remedied; or
 - ii. the breach is incapable of being remedied;
- b. the Shareholder has failed to act in accordance with its obligations in clause 2.2 of this Constitution;



- c. the Shareholder is persistently and materially in breach of any of the terms of this Constitution;
- d. an Insolvency Event relating to the Shareholder occurs;
- e. any of the warranties or representations given by the Shareholder under clause 19 are breached;
- f. the Shareholder is in breach of clause 20 to 24 of this Constitution; or
- g. the Shareholder commits a criminal offence that compromises, damages, or adversely affects the Company or any of the other Parties.

16.2 Mandatory transfer

If a Default Event relating to a Shareholder (**Defaulting Party**) occurs:

- a. any other Party may give to the Defaulting Party (with a copy to the Board and the other Shareholders) notice setting out the Default Event; and
- b. where a notice under clause 16.2(a) is given to the Defaulting Party, the Defaulting Party is taken to have given an irrevocable Transfer Notice under clause 13.1 on the date the Default Event occurs, for all Equity Securities held by it (**Default Securities**) at a cash price per Equity Security agreed or decided under clause 16.3.

16.3 Sale price for Default Securities

Within ten (10) Business Days after a Transfer Notice is taken to be given under clause 16.2, the Defaulting Party and the Board must try to agree on a cash sale price per Default Security. If the Defaulting Party and the Board cannot agree on the cash sale price per Default Security within that period, the Board must obtain an independent valuation of the Default Securities under clause 17. The cash sale price per Default Security is:

- a. if the Defaulting Party and the Board agree on a cash sale price per Default Security within the ten (10) Business Day period, that price; or
- b. if the Defaulting Party and the Board do not agree on a cash sale price per Default Security within the ten (10) Business Day period, the Discounted Value of the Default Security.

16.4 Independent valuation of the Default Securities

Within five (5) Business Days after the cash sale price per Default Security has been agreed between the Defaulting Party and the Board or decided by the Valuer, the Board must give to the Defaulting Party and the other Shareholders notice setting out the amount agreed or decided as the cash sale price per Default Security and include a copy of any independent valuation obtained under clause 16.3.

16.5 Clause 13 to apply

Once the cash sale price per Default Security is agreed or determined under clause 16.3, clause 13 (except clause 13.1(c) applies, with appropriate changes necessary to apply it to these circumstances.



16.6 Defaulting Party's failure to respond

Where clause 13.9 applies to the sale of the Default Securities, if the Defaulting Party does not give to the Offerees notice under clause 13.9 within the five (5) Business Day period, then the Defaulting Party is taken to have given notice under clause 13.9b.i) and must sell, within a further five (5) Business Days, at the cash sale price per Default Security determined under clause 16.3, the number of Default Securities the accepting Offerees agreed to buy under clause 13.5(a) plus the number of Default Securities the accepting Offerees agreed to, and are entitled to, buy under clause 13.6.

16.7 Defaulting Party's failure to complete sale

If the Defaulting Party fails to complete the sale of any of the Default Securities, the Directors may use the power of attorney in clause 12.8 to do anything on behalf of the Defaulting Party that it has failed to do.

16.8 Suspension of rights

If a Defaulting Party is taken to have given a Transfer Notice under clause 16.2, then from the date the Transfer Notice is taken to be given until the Equity Securities are sold:

- a. all rights attaching to the Equity Securities held by the Defaulting Party are suspended; and
- b. any Director appointed by the Defaulting Party is taken to have been removed by the Defaulting Party and its Director (and managing director) appointment rights are suspended.

17. MARKET VALUE OF EQUITY SECURITIES

17.1 Appointment of Valuer

If this Constitution requires the independent valuation of any Equity Securities:

- a. the Board must within ten (10) Business Days of the date the need for independent valuation arises appoint an independent Shareholder of Chartered Accountants Australia and New Zealand of at least five (5) years' standing as a Valuer;
- b. if the Board fails to agree on an appointment within the period referred to in clause 17.1(a), any Director may, within a further period of two (2) Business Days, request that the President of Chartered Accountants Australia and New Zealand appoint a Valuer;
- c. the Board must use its best endeavours to ensure that the Valuer decides the Market Value of the relevant Equity Securities as soon as practicable but within twenty (20) Business Days after receiving instructions from the Board;
- d. the Valuer must be engaged by the Board to act as an expert and not as an arbitrator in conducting valuations; and
- e. the Valuer must be independent and have sufficient skills to value the Business of the Company in each of the countries it carries on its Business.

17.2 Process for valuation



In deciding Market Value of the relevant Equity Securities, the Valuer must conduct the valuation with reference to the assumptions and considerations listed Schedule 4.

17.3 Valuation binding

The valuation conducted by the Valuer is conclusive and binding on the Shareholders in the absence of manifest error.

17.4 Access by the Valuer

The Board must ensure:

- a. the Valuer has access at all reasonable times to the accounting records and other records of the Company and the Business; and
- b. the officers of the Company give any information or explanations reasonably required by the Valuer to value the relevant Equity Securities.

17.5 Costs of Valuer

In the absence of a decision as to costs by the Valuer, the costs and expenses of the Valuer must be paid by:

- a. the Company, up to a maximum amount of \$10,000.00 AUD; and
- b. any amount thereafter must be paid by the relevant seller.

18. BAD LEAVER ARRANGEMENTS

18.1 Bad leaver

Each Employee Shareholder agrees that if an Employee Shareholder (or their Affiliate, as the case may be) ceases to be employed or engaged by the Company in circumstances where they are a Bad Leaver, the Company may by written notice, buy back the Shares held by the Employee Shareholder, as applicable (**Employee Default Shares**) from the Employee Shareholder or direct the Employee Shareholder to transfer to a person nominated by the Board all of the Employee Default Shares at the price set out in clause 18.3.

18.2 Buy Back

- a. If the Company notifies the Employee Shareholder that it wishes to buy back or require a compulsory transfer of the Employee Default Shares under clause 18.1, the Employee Shareholder and the other Shareholders must do everything necessary to facilitate the buy back of the Employee Default Shares to the Company or the sale of the Employee Default Shares to Company's nominee (as the case may be) within ten (10) Business Days of the Company's notice.
- b. Despite clauses 18.1 and 18.2(a), the Company may only buy back the Employee Default Shares if it is permitted under Part 2J.1 of the Corporations Act and, for the avoidance of doubt, if the buyback will not materially prejudice the Company's ability to pay its creditors.

18.3 Price



- a. The price for the Employee Default Shares is the Discounted Value.
- b. The Board will determine by resolution the Market Value of the Employee Default Shares and will notify the Employee Shareholder within five (5) Business Days of such determination.
- c. If the Board is unable to determine the Market Value by resolution, the Board must appoint a Valuer to determine the Market Value.

18.4 Suspension of rights

To the extent that the law allows, from the time of giving notice under clause 18.1:

- a. the Employee Shareholder and any person appointed as a Director by that Party is deemed to have provided a resignation notice to the Company at the same time as the Employee Shareholder is notified pursuant to clause 18.1 and is automatically removed from the Board at that time, and has no further right to participate in the Business or management of the Company; and
- b. the rights of the relevant Employee Shareholder as a holder of Securities (including dividend and distribution rights in relation to Securities, and the rights to attend and vote at general meetings of Shareholders and to receive information and documents) are suspended until those Securities have been acquired or transferred by the Company.

18.5 Other provisions

For the avoidance of doubt the provisions of clauses 12 through 13.5 and 14 through 16 will not apply to a share buy back pursuant to this clause 18.

19. WARRANTIES

19.1 Capacity and status

Each Party warrants and represents to each other Party, and it is a condition of this Constitution, that each of the following statements is true and accurate as at the date of this Constitution or, where the Party holds any Shares and joins this Constitution under a Deed of Accession, as at the date of the relevant Deed of Accession:

- a. if it is a corporate entity, it is validly existing under the laws of its place of incorporation;
- b. it has full power to enter into and perform its obligations under this Constitution and to carry out the transactions contemplated by this Constitution;
- c. it has taken all necessary action to authorise its entry into and performance of this Constitution and to carry out the transactions contemplated by this Constitution; and
- d. its obligations under this Constitution are valid and binding and enforceable against it in accordance with their terms.

19.2 Trust warranties

Each Party which is a trustee of a trust (both in its own right and as trustee of that trust) warrants and represents to each of the Parties, and it is a condition of this Constitution, that each of the following statements is true and accurate as at the date of this Constitution or,



where the Party holds any Shares and joins this Constitution under a Deed of Accession, as at the date of the relevant Deed of Accession:

- a. the trust is duly constituted and has not terminated, nor has the date or any event occurred for the vesting of the trust fund of that trust;
- b. it is the sole trustee of that trust, it has not given any notice of resignation and no action has been taken to remove it or to appoint an additional trustee of that trust;
- c. it has full legal capacity and power under the trust deed for that trust to:
 - i. own the trust fund of that trust and carry on the business of that trust as it is now being conducted; and
 - ii. enter into this Constitution and to carry out the transactions that this Constitution contemplates, as trustee of that trust;
- d. all action that is necessary or desirable under the trust deed for that trust or at law to:
 - i. authorise entry into this Constitution and the carrying out by that Party of the transactions that this Constitution contemplates;
 - ii. ensure that this Constitution is legal, valid, and binding on that Party as trustee of that trust and admissible in evidence against it in that capacity; and
 - iii. enable that trustee to properly carry on the business of that trust, has been taken;
- e. it is entering into this Constitution as part of the proper administration of that trust, for the commercial benefit of that trust and for the benefit of the beneficiaries of that trust;
- f. that Party:
 - i. has the right to be fully indemnified out of the trust fund of that trust in relation to this Constitution, that right has not been modified, released, or diminished in any way, and the trust fund of that trust is sufficient to satisfy that right in full; and
 - ii. has not released or disposed of its equitable lien over the trust fund of that trust;
- g. that Party is not in material breach of any of its obligations as trustee of that trust, whether under the trust deed of that trust or otherwise; and
- h. the date for the vesting of that trust has not occurred and the whole of the funds constituting the trust fund of that trust has not been vested in a manner that puts them beyond the recourse of that Party under its right of indemnity.

19.3 Legal advice

Each Party warrants and represents to each other Party, and it is a condition of this Constitution, that it has read and understood this Constitution and has had the opportunity to obtain independent legal advice about its terms and effect.

20. INTELLECTUAL PROPERTY

20.1 Ownership



Each Shareholder agrees that any and all rights and interests that the Restrained Party may have in any Intellectual Property produced, invented, or conceived by the Restrained Party:

- a. in the course of the Restrained Party's engagement by the Company as an employee, Director, or independent contractor;
- b. at the Company's direction or request; and
- c. in connection with any of the Company's businesses or products or services or those of a Related Body Corporate,

(whether alone or jointly with another person and whether before or after the date of this Constitution) automatically vest in the Company without any requirement to make payment to the Restrained Party.

20.2 Disclosure

The Restrained Party must disclose to the Company any Intellectual Property that is the subject of clause 20.1 promptly after it is brought into existence.

20.3 Assistance by Restrained Party

The Restrained Party must at the expense of the Company execute all documents and do all other things reasonably necessary to:

- a. enable the Company or its nominee to register any Intellectual Property anywhere in the world; and
- b. effect or perfect the transfer to the Company, or its nominee, of the Restrained Party's rights and interests in any of the Intellectual Property that is the subject of clause 20.3(a).

20.4 Power of attorney

The Restrained Party irrevocably appoints the Company to be the Restrained Party's attorney to do, in the Restrained Party's name on the Restrained Party's behalf, any of the things that the Restrained Party is required to do under clause 20.3.

20.5 Moral Rights

The Restrained Party consents to any acts or omissions by the Company (whether occurring before or after the date of this Constitution) that infringe any Moral Rights that the Restrained Party may have or become entitled to in any literary, dramatic, musical, or artistic work or film created by the Restrained Party:

- a. in the course of the Restrained Party's dealings with the Company;
- b. at the Company's direction or request; or
- c. in connection with any of the Company's businesses, products, or services.

21. CONFIDENTIALITY AND ANNOUNCEMENTS

21.1 Obligation to maintain confidentiality



Each Party must:

- a. use the Confidential Information only for the purposes of the Business or to make decisions regarding its investment in the Company;
- b. keep the Confidential Information confidential and not disclose it or allow it to be disclosed to a third Party except:
 - i. with the prior written approval of the Party or Parties beneficially owning the Confidential Information;
 - ii. where the Confidential Information is beneficially owned by or concerns or is about the Company or the Business, with the prior written approval of the Company and the other Parties; or
 - iii. to officers, employees, financiers, consultants, and advisers of the Party (or its Affiliates) who have a need to know (and only to the extent that each has a need to know) and are aware that the Confidential Information must be kept confidential; and
 - iv. take or cause to be taken reasonable precautions necessary to maintain the secrecy and confidentiality of the Confidential Information.

21.2 Announcements

No announcement, press release, or other communication of any kind relating to the negotiations of the Parties or the subject matter or contents of this Constitution may be made or authorised by or on behalf of a Party without the prior written approval of each other Party unless that announcement, press release or communication is required to be made by law or any order of any court, tribunal, authority, or regulatory body.

21.3 Exceptions

The obligations of confidentiality under this Constitution do not extend to information (whether before or after this Constitution is signed):

- a. **(already known)** disclosed to a Party, but which at the time of disclosure is rightfully known to or in the possession or Control of the Party, and which is not subject to an obligation of confidentiality on the Party;
- b. **(public knowledge)** that is public knowledge (except because of a breach of this Constitution or any other obligation of confidence);
- c. **(mandatory disclosure)** required to be disclosed:
 - i. by any applicable law;
 - ii. by any order of any court, tribunal, authority, or regulatory body;
 - iii. by the rules of a Stock Exchange; or
 - iv. in the enforcement of this Constitution;



- d. **(prospective purchaser)** disclosed to a prospective purchaser of an interest in the Company, if the prospective purchaser first enters into a deed with or for the benefit of the Parties under which it agrees to comply with the obligations contained in clause 21, with appropriate changes necessary to apply it to these circumstances.

21.4 Injunctive relief

Considering the unique, extraordinary, and intellectual character of the Confidential Information, the loss of which may not be reasonably or adequately compensated for in damages or in an action at law, the failure of a Party to perform and comply with its obligations concerning Confidential Information entitles the Company and the other Parties to begin an action against the Party in breach for an injunction to restrain the Party from its breach (whether with or without a simultaneous action for damages).

22. RESTRAINT OF TRADE

22.1 Non-competition restraint

Excluding any Permitted Activities, each Restrained Party must not during each Restraint Period and within each Restraint Area:

- a. Engage In any business or activity which:
 - i. is the same or similar to the whole or any material part or parts of the Business Activity; or
 - ii. is in direct or indirect competition with the Business Activity or any material part of it;
- b. induce, solicit or canvass, approach or accept any approach from, any person who was at any time during the six (6) month period ending on the date when the relevant Restrained Party stops being a Shareholder, a customer, or prospective customer of the Business Activity to obtain the custom of that person in a business or activity which:
 - i. is the same or similar to the whole or any material part or parts of the Business Activity; or
 - ii. is in direct or indirect competition with the Business Activity or any material part of it;
- c. do or say anything harmful to the reputation of the Business Activity or which may lead a person to cease, curtail, or alter the terms of its dealings with the Business Activity;
- d. interfere with the relationship between the Business Activity and its customers, employees, distributors, or suppliers;
- e. represent itself as being in any way connected with or interested in the Business Activity;
- f. seek to engage or engage the services of any employee or agent of the Business Activity; or
- g. induce or help to induce an officer or employee of the Business Activity to leave their office or employment; or



- h. participate in research, product development, or engineering that is the same as or similar to the Business Activity.

22.2 Exceptions

This clause does not restrict a Restrained Party from:

- a. performing any employment agreement with the Company;
- b. holding 5% or less of the shares of a company listed on a Stock Exchange;
- c. holding Equity Securities in the Company; or
- d. recruiting a person through a recruitment agency (except if the agency targets employees of the Company) or in a response to a newspaper, web page, or other public employment advertisement.

22.3 Acknowledgements

The Parties agree:

- a. the restraints in clause 22.1 are separate from one another and if any of them is unenforceable the rest are unaffected;
- b. that any combination of the acts referred to in clause 22.1 is unfair and calculated to damage the Business; and
- c. that each of the restraints in clause 22.1 is reasonable in its extent (as to duration, geographical area, and restrained conduct) considering the interests of each Party to this Constitution and goes no further than is reasonably necessary to protect the interests of the other Shareholders, the Company, and the Business (including the goodwill of the Business).

23. DISPUTE RESOLUTION

23.1 Application of this clause

Excluding any Default Event under clause 16, the Shareholders must comply with this clause 23 if they are unable to make a decision on an issue or dispute under this Constitution (**Dispute**).

23.2 Notice

A Shareholder claiming that a Dispute has arisen must notify each other Party to the Dispute giving details of the Dispute (**Dispute Notice**).

23.3 Initial Period

During the two (2) weeks after a Dispute Notice has been given, (or such longer period agreed in writing by the Shareholders to the Dispute) (**Initial Period**) each Party to the Dispute (**Disputant**) must use their best efforts to resolve the Dispute.

23.4 Reconsideration of position



- a. On receipt of the Dispute Notice, and within five (5) days after the Initial Period ends, the Disputant may withdraw the Dispute by giving notice to the Board (**Reconsideration Notice**).
- b. If the Disputant gives a Reconsideration Notice to the Board in accordance with clause 23.4(a), each other Party will have no recourse against the Disputant for costs in relation to the Dispute up to that point in time.

23.5 Deadlock

If a dispute or difference arising out of or in connection with this Constitution is not resolved following negotiation during the Initial Period, the Dispute must be submitted to an expert in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Expert Determination Rules (**Expert**).

23.6 Expert determination

The Expert shall:

- a. promptly fix a reasonable time and place for receiving submissions or information from the Parties or from any other persons as he or she may think fit;
- b. accept oral or written submissions from the Parties as to the subject matter of the dispute within ten days of being appointed;
- c. not be bound by the rules of evidence;
- d. make a determination in writing as soon as practicable after being appointed; and
- e. act in accordance with principles of natural justice.

23.7 Binding and costs

- a. In the absence of manifest error, the decision of the Expert shall be valid and binding upon the Parties.
- b. The costs of the Expert and any advisers shall be borne by one or both of the Parties as determined in the discretion of the Expert taking into account the Expert's decision in the dispute.

24. GENERAL

24.1 Rights And Powers

Subject to the Corporations Law, the Company shall have the rights and powers of a natural person and without limiting the generality of the foregoing, shall have the power to:

- a. issue and cancel shares in the Company;
- b. issue debentures;
- c. grant options over unissued shares in the Company;
- d. distribute any of the Company's property among the Shareholders, in kind or otherwise;



- e. give security by charging uncalled capital;
- f. grant a fixed or floating charge over the Company's property;
- g. arrange for the Company to be registered or recognised as a body corporate in any place outside this jurisdiction; or
- h. do anything that is authorised to do by any other law (including a law of a foreign country).

24.2 Replaceable Rules

The provisions of the Corporations that apply to certain companies as replaceable rules are displaced by this Constitution in their entirety and do not apply to the Company.

24.3 Proprietary Company

- a. The Company is registered as a proprietary company and in accordance with the Corporations Act, it must be limited by shares. and the Company shall not have more than 50 non-employee shareholders (excluding Crowd Sourced Funding shareholders).
- b. In applying sub-clause 24.3(a) hereof:
 - i. Joint holders of shares should be counted as 1 person; and
 - ii. Employee shareholders (including a shareholder who is an employee of the Company or of a subsidiary of the Company; or a shareholder who was an employee of the Company, or of a subsidiary of the Company, when they became a shareholder should not be counted.
- c. The Company must not Engage In any activity that would require disclosure to investors under Chapter 6D of the Corporations Act except for an offer of its shares to:
 - i. Crowd Sourced Funding investors;
 - ii. existing Shareholders of the Company; or
 - iii. employees of the Company or a subsidiary of the Company.

24.4 Registers

The Directors must establish and maintain any registers for the Company as required by the Corporations Act. This includes but is not limited to registers of current public officers, registered office and principal place of residence and Shareholders shareholdings.

24.5 Relationship between the Parties

- a. Nothing in this Constitution:
 - i. constitutes a partnership between the Parties; or
 - ii. except as expressly provided, makes a Party an agent of another Party for any purpose.



- b. A Party cannot in any way or for any purpose, unless otherwise provided for in this Constitution:
 - i. bind another Party; or
 - ii. contract in the name of another Party.
- c. If a Party must fulfil an obligation and that Party is dependent on another Party, then that other Party must do each thing reasonably within its power to assist the other in the performance of that obligation.

24.6 Amendments

This Constitution can be amended at any time at the discretion of the Board provided it does not unfairly impact the rights of a Shareholder.

24.7 Assignment

A Party must not:

- a. assign, transfer, or novate all or any part of its rights or obligations under or relating to this Constitution; or
- b. grant, declare, create, or dispose of any right or interest in it, without the prior written consent of each other Party.

24.8 Receipts where Shares Held Jointly or held by minors

- a. Any one of the joint holders of a share may give effectual receipts for any dividend or return of capital payable to the joint holders.
- b. Where a minor has a shareholding in the Company the parent or guardian of that minor may give an effectual receipt for any dividend or other money paid in respect of shares held by the minor or in respect of any correspondence issued by the Company to the minor in respect of shares held by the minor. The Company is under no obligation to see to the application of any such dividend or other monies.

24.9 Common Seal

- a. The Company may have a common seal (**Seal**).
- b. The Directors must provide for the safe custody of the Company's Seal (if any).
- c. The Seal must not be used without the authority of the Directors or a Directors' committee authorised to use the Seal.
- d. Subject to the Corporations Law, every document to which the Seal is affixed must be:
 - i. If the Company has two or more Directors, witnessed by two Directors or a Director and a secretary (if a secretary has been appointed) or another person appointed by the Directors to witness the document; or
 - ii. If the Company has a Sole Director who is also the sole secretary of the Company, witnessed by that Director.



- e. If a document is:
 - i. endorsed with a Seal of the Company;
 - ii. entered in the seal register; and
 - iii. ratified by the Directors at the meeting next after the endorsement of the document.

The Seal is deemed properly and validly affixed even though the Seal was not affixed and witnessed in accordance with the clause.

- f. This clause does not limit the application of any provision of the Corporations Law dealing with the execution of documents.

24.10 Appointment of Attorneys and Agents

- a. The Directors may from time to time by resolution of power of attorney appoint any person to be the attorney or agent of the Company for the purposes;
 - i. with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution);
 - ii. for the period; and
 - iii. subject to the condition,

determined by the Directors.

- b. An appointment by the Directors of an attorney or agent of the Company may be made in favour of:
 - i. any company;
 - ii. the Shareholders, directors, nominees or managers of any company or firm; or
 - iii. any fluctuating body of persons whether nominated directly or indirectly by the Directors.
- c. A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the directors think fit.
- d. The Directors may appoint attorneys or agents by telex, facsimile transmission, telegraph or cable to act for and on behalf of the Company.

24.11 No merger

The rights and obligations of the Parties under this Constitution do not merge on completion of any transaction contemplated by this Constitution.

24.12 Entire Constitution

- a. This Constitution is the entire Constitution and understanding between the Parties on everything connected with the subject matter of this Constitution and supersedes any



prior understanding, arrangement, representation, or agreement between the Parties as to the subject matter of this Agreement.

24.13 Further assurances

Each Party must promptly execute all documents and do all things reasonably necessary or desirable to give full force and effect to the terms of this Constitution.

24.14 No waiver

- a. A failure by a Party to exercise a right or obligation under this Constitution does not operate as a waiver or prevent that Party from exercising that power or right.
- b. A waiver to a right or obligation must be in writing.

24.15 Governing law and jurisdiction

- a. This Constitution is governed by and construed in accordance with the laws of Queensland.
- b. Each Party irrevocably:
 - i. submits to the non-exclusive jurisdiction of the courts of Queensland and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Constitution; and
 - ii. waives any objection it may have, whether now or in the future, to the venue of any proceedings, and any Claim it may have, now or in the future, that any proceedings have been brought in an inconvenient forum where that venue falls within the jurisdiction of Queensland.

24.16 Severability

- a. If a provision of this Constitution is illegal, invalid, or unenforceable, that provision must be read down as narrowly as necessary to allow that provision to be enforceable.
- b. If it is not possible to read down a provision (in whole or part), that provision is severed from this Constitution without affecting the validity or enforceability of this Constitution as a whole.
- c. This clause has no effect if the reading down of a provision alters the basic nature of this Constitution.

24.17 Independent legal advice

Each Party acknowledges and agrees that it has had an opportunity to read this Agreement and obtain independent legal advice on its terms.

24.18 Notice

- a. A notice, consent, or communication provided under this Agreement must be:
 - i. in writing; and



- ii. addressed and delivered to the intended recipient in person, by post or by email (where an email address has been provided) in accordance with the notice details last provided by the recipient.
- b. A notice or communication provided under clause 24.18(a) is taken to be received:
 - i. if provided in person, when delivered;
 - ii. if provided by post:
 - A. in Australia, to an Australian address, the third Business Day after posting; or
 - B. in any other case, on the tenth Business Day after posting,
 - iii. if provided by email sent before 5pm on a Business Day, then on the Business Day that it is sent; or
 - iv. if provided by email after 5pm on a Business Day, then on the following Business Day.

24.19 Power and rights

Except as provided in this Constitution or by law, this Constitution does not confer any enforceable rights or remedies upon any person other than each Party. The right of each Party to terminate, vary, or waive a condition of this Agreement is not subject to the consent of any person that is not a Party.

24.20 Costs and expenses

Each Party must pay its own costs and expenses (including legal costs) in connection with the negotiation, preparation, and finalisation, of this Constitution.



SCHEDULE 1

DESCRIPTION OF SHAREHOLDERS

FOUNDERS	
Name	Bianca Tarrant as trustee for the Tarrant McGiveron Investment Trust
Email	bianca@ourcow.com.au
Address	298 Deep Creek Road, Baryulgil, New South Wales, 2460
Number of Shares Held	972,000



SCHEDULE 2

MATTERS THAT REQUIRE A DIRECTOR'S SPECIAL RESOLUTION (CLAUSE 3.2)

The matters that may only be decided by the Board with a Directors' Special Resolution under clause 3.2 are:

MATTER		DESCRIPTION
1	Allotment of securities	The allotment of Shares, convertible notes, options, or other securities in the Company.
2	Share option schemes	The approval of any employee share or option scheme for the issue of Securities to employees, directors, or consultants of the Company.
3	Acquisition of businesses	The acquisition by the Company of an interest in any other business or any other company.
4	Transfer of assets	The transfer by the Company of an asset or assets of the Company having an aggregate book or Market Value (whichever is the greater) of more than 20% of the aggregate book or market value of the Company's net assets.
5	Loans	The making of a loan or giving of credit or other financial accommodation to a person which is not specifically provided for in the annual budget or otherwise in the ordinary and usual course of the Business.
6	Encumbrances	The grant of any Encumbrance over any assets of the Company.
7	Guarantees	The giving or entry into any guarantee, letter of comfort or performance bond which has a liability (whether actual or contingent) of more than \$50,000 which has not been provided for in the annual budget.
8	Liabilities and indemnities	The Company entering into or agreeing to any commitment, indemnity, or liability (whether actual or contingent) of more than \$50,000 which is not specifically provided for in the annual budget or is not otherwise in the ordinary and usual course of the Business.
9	Capital Expenditure	Any capital expenditure above that specifically approved in the annual budget which: a. is in excess of \$50,000; or b. would otherwise cause total capital expenditure of the Company to exceed an amount specifically provided for in the annual budget by \$50,000 or more.
10	Remuneration and bonuses	Except as approved under the annual budget, the agreement to set or increase the remuneration per annum or any bonus payable to any senior employee of the Company.
11	Insurance	The amendment or variation of the insurance cover over the Company or the business activities of the Company except as provided in the annual budget.



MATTER CONT.		DESCRIPTION CONT.
12	Unusual agreements	The entry into or variation of agreements which are: a. other than in the ordinary and usual course of the Business; b. not on arm's length terms; c. unusual or abnormal; d. with a related party or an Associate of a Director; e. likely to involve performance at a loss; or f. of a term of more than three (3) years.
13	Material agreements	The termination, variation, assignment, novation, or enforcement of, or waiver of a right under, or decision not to comply with, any material agreement.
14	Material litigation	The instigation or settlement of, or implementation of any strategy about, any dispute, claim, litigation, or arbitration proceedings by the Company when the amount claimed is more than \$50,000 or, in the case of trading debts, is more than \$100,000.
15	Transactions concerning Directors	The entry into, termination, variation, assignment, novation, or enforcement of, or waiver of a right under, or decision not to comply with, any contract or arrangement with or for the benefit of a Director or an Associate of a Director.
16	Chairman and Managing Director	The appointment or removal of the chairman or Managing Director
17	Change in nature of business	Stopping carrying on or materially altering, the scale or nature of operations of the Company or commencing any material business or operational activities other than the current business operations of the Company.
18	Branding	Changing the business names, trademarks, service marks, trade names, domain names, logos, or branding of the Company or the Business.
19	Dividends	The declaration of any dividends or decision to pay any dividends.
20	Repayment of Shareholder loans	The repayment to any of the Shareholders of any loans or amounts outstanding to them without making an equivalent repayment to any other Shareholder who had advanced money to the Company, proportional according to the respective aggregate loans or amounts outstanding to each of them.
21	Delegation of powers	The delegation of any powers from the Board.
22	Annual budget	The adoption of any annual budget or material variation thereto.
23	Change in nature of business	A fundamental change in the scale or nature of operations of the Business.
24	Merger or amalgamation	Merging or amalgamating the Company with any other entity.
25	Sale	A sale of a majority of the assets of the Company or a transaction to sell or licence all or a substantial part of the Intellectual Property rights of the Company.
26	Agreement to do things	The agreement to do any of the things listed in this Schedule.



SCHEDULE 3

MATTERS THAT REQUIRE A RESOLUTION APPROVED BY A SHAREHOLDERS' SPECIAL MAJORITY RESOLUTION (CLAUSE 8.10).

The matters that may only be decided by the Shareholders by resolution approved by a Shareholders' Special Majority Resolution under clause 8.10 are:

Matter		Description
1	Changes to Constitution	Changes to the Constitution.
2	Rights attaching to Shares or other Equity Securities	Any alteration to rights conferred by Shares or other Equity Securities.
3	Amendments	Subject to clause 24.6, any amendments to this Agreement.
4	Agreement to do things	The agreement to do any of the things listed in this schedule.



SCHEDULE 4

MATTERS THE VALUER IS TO CONSIDER (CLAUSE 17.2)

The Valuer must consider or assume the following when conducting a valuation to decide the Market Value of the relevant equity securities:

Matter		Description
1	Generally accepted valuation	The valuation standards, practices and principles generally accepted in Queensland, Australia.
2	Profits, prospects, and assets	The Company's: - profit; - strategic positioning; - future prospects; - value, at a specified capitalisation rate appropriate to the Business, of its estimated future maintainable earnings; and - net tangible assets and undertaking.
3	Ongoing business	The Company is an ongoing, fully-funded business.
4	Arm's length transactions	The relevant transaction is an arm's length transaction between an informed and willing (but not anxious) seller and an informed and willing (but not anxious) buyer under no compulsion to sell or buy, respectively, and without taking into account any restriction on the transfer of the relevant Equity Securities under this Agreement.
5	Reasonable time for sale	A reasonable time is available in which to obtain a sale of relevant Equity Securities in the open market (and for that purpose ninety (90) days is considered a reasonable time).
6	Control or minority	There is no premium for Control of the Company or any discount for a minority shareholding
7	Methodologies	The following valuation methodologies: - comparable companies - precedent transactions; and - discounted forecast cash flows.
8	Market costs of capital	Market costs of capital at the time of the valuation.
9	Yield required	The yield which an open-market investor would reasonably require in an acquisition of the relevant Equity Securities.
10	Retained earnings and loans	The retained earnings of the Company and any loans owed by the Company or any of its Subsidiaries to any Shareholder.
11	Solvency	The solvency or otherwise of the Company and the Business.
12	Any other matters	The entry into or variation of agreements which are: - other than in the ordinary and usual course of the Business; - not on arm's length terms; - unusual or abnormal; - with a related party or an Associate of a Director; - likely to involve performance at a loss; or - of a term of more than three (3) years.



SCHEDULE 5

SHARE CLASSES

24.1 Share Classes

- a. Shares in the capital of the Company may be issued in the following classes: Registration, Ordinary, "A" class, "B" class, "C" class, "D" class, "E" class, "F" class, "G" class, "H" class, "I" class and "J" class shares and "K" class and "L" class redeemable preference shares.

24.2 Share Rights

- a. Registration shares, Ordinary shares, "A", "B" and "J" class shares and "K" class redeemable preference shares entitle the holders of those shares to:
 - i. receive notice of, and vote at general meetings of the Company; and
 - ii. cast one vote upon a show of hands, and cast one vote for each share held upon a poll.
- b. Holders of shares other than Registration shares, Ordinary shares, "A", "B" and "J" class shares and "K" class redeemable preference shares are not entitled to receive notice of, or vote at, any meetings of the Company other than meetings of their particular class, or classes, of shares.
- c. Where capital is returned to the shareholders by way of a reduction in capital or as a result of a winding up, subject to any amounts unpaid on shares:
 - i. all shares shall rank equally subject to the rights attaching to "K" and "L" class redeemable preference shares or any other class of share;
 - ii. Registration shares, "F", "G", "H", "I" and "J" class shares may participate only up to one dollar (\$1.00) or such other amount as is specified in the terms on which they are issued; and
 - iii. Ordinary shares, "A", "B", "C", "D" and "E" class shares may participate in surplus assets or profits.
- d. Ordinary shares, "A", "B", "C", "D", "E", "F", "G", "H" and "I" class shares and "K" and "L" class redeemable preference shares may participate in dividends or the distribution of capitalised profits. These funds may be applied to:
 - i. any or all classes of shares, other than "J" class shares;
 - ii. to the exclusion of any other class of shares; and
 - iii. at any rate for each class of shares,
 - iv. provided that shares of the same class participate equally.
- e. Subject to the rights of persons (if any) entitled to shares with special rights as to dividend, any dividend on a partly paid share must be paid according to the proportion in



which the amounts paid or credited as paid on the shares in respect of which the dividend is paid bears to the total issue price of the shares.

- i. Subject to clause 24.2(e)(iii) of this clause, if a share is issued as a fully paid share during any period in respect of which the dividend is paid, it will only rank for dividend from the date of issue.
 - ii. Subject to clause 24.2(e)(iii), if a share is partly paid at any time during any period in respect of which a dividend is paid and a further amount is paid or credited as paid on the share during that period, it will only rank for any additional amount due under 24.2(e)(i) of this clause from the date the further amount is paid or credited as paid.
 - iii. If a share is issued on terms providing that it will rank for dividend as from a particular date, that share ranks for dividend accordingly.
- f. An amount paid or credited as paid on a share in advance of a call is not to be taken as paid or credited as paid for the purposes of clauses 24.2(e) and 24.2(f).
- g. The rights conferred on the holders of shares of any class will not be taken to be varied by:
- i. the issue of more shares; or
 - ii. the conversion of securities to new securities;

which rank equally with or in priority to those shares, unless expressly provided by their respective terms of issue or in the Corporations Act.

24.3 Registration Shares

- a. Registration shares are redeemable preference shares that may be issued to the persons who have consented to become a Shareholder and are referred to in the application to register the Company. It is not mandatory for registration shares to be issued by the Company.
- b. The Registration shares shall be redeemed, at one dollar (\$1.00), as soon as shares in any other class in respect of which an aggregate amount has been paid equal to or greater than the amount payable on the redemption of the Registration shares are issued.
- c. Upon redemption of Registration shares:
 - i. the issued capital of the Company shall be reduced by one dollar (\$1.00) for each of the Registration shares;
 - ii. the Company shall no longer be authorised to issue Registration shares; and
 - iii. the Registration shares shall be cancelled.
- d. Registration Shares:
 - i. do not confer any rights to receive surplus assets or profits except on the winding up of the Company;



- ii. do not confer any rights to receive dividends;
- iii. must be redeemed before any other shares upon the winding up of the Company; and
- iv. carry the voting rights of an Ordinary share.

24.4 Redeemable preference shares

- a. Holders of “K” class redeemable preference shares:
 - i. are entitled to receive notice of, and vote at, meetings of the Company in the same manner as holders of Ordinary shares;
 - ii. are entitled to non-cumulative dividends as declared by the directors which rank equally with any other dividend declared; and
 - iii. are entitled, upon a reduction of capital or winding up, to a return of one dollar (\$1.00), or such other amount as is specified in the terms on which they are issued, in priority to all other shares, but are not entitled to participate in the distribution of surplus assets or profits.
- b. Holders of “L” class redeemable preference shares:
 - i. are not entitled to receive notice of, or vote at, any meetings of the Company other than meetings of their particular class, or classes, of shares;
 - ii. are entitled to non-cumulative dividends as declared by the directors which rank equally with any other dividend declared; and
 - iii. are entitled, upon a reduction of capital or winding up, to a return of one dollar (\$1.00), or such other amount as is specified in the terms on which they are issued, in priority to all other shares except “K” class redeemable preference shares, but are not entitled to participate in the distribution of surplus assets or profits.
- c. The Company may:
 - i. at any time prior to 30 June 2050;
 - ii. by notice in writing to the registered addresses of the holders; and
 - iii. in exchange for the Company’s cheque, a bank cheque, bank draft or money order for an amount equivalent to one dollar (\$1.00) or such other amount as is specified in the terms on which they are issued,

redeem any or all “K” and “L” class redeemable preference shares. If shares are not redeemed by 30 June 2050, the shares shall no longer be deemed capable of redemption.

24.5 Division of assets on winding up

- a. Nothing in this clause prejudices the rights of the holders of shares issued on special terms and conditions.



- b. If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company divide among the Shareholders in kind all or any of the Company's assets and for that purpose may:
 - i. determine how he or she will carry out the division between the different classes of Shareholders; and
 - ii. have the property of the Company valued,but may not require a Shareholder to accept any shares or other securities in respect of which there is any liability.
- c. The liquidator may, with the sanction of a special resolution of the Company, vest all or any of the Company's assets in a trustee on trusts determined by the liquidator for the benefit of the contributories.

